

A GREAT AMERICAN STORY

COUNCIL AGENDA

March 18, 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.

To view a Council meeting agenda, visit https://independence.novusagenda.com/agendapublic/, and select 'Most Recent Council Agenda'.

INVOCATION

Sergio Quintero will give the invocation in Spanish

THE PLEDGE OF ALLEGIANCE

ROLL CALL

CITIZEN REQUESTS

CONSENTAGENDA

Reports and Recommendations of the City Manager

- 1. Council approval is requested to issue a purchase order to Lockton for the 4/1/2024-2025 Cyber Liability renewal insurance program, with a proposed annual cost of \$52,985.00.
- 2. Council action is requested to authorize the City Manager to execute a certain License Agreement with Noland South Development Company, LLLP to place a monument sign in the right-of-way at 4510 S. Noland Road.
- 3. Council action is requested to expend \$53,250.00 in purchase orders to Hughes Brothers Inc, for Transmission Pole Replacement project, H-frame structure materials for the Power & Light Department.
- 4. Council action is requested to authorize the City Manager to sign the Federal Transit Administration FY 2024 Annual Certification and Assurances.
- 5. Approval is recommended to enter into a price agreement with Consolidated Pipe and Supply for water meters and parts for the period of March 19, 2024, through March 18, 2025 for the Customer & Field Service Division of the Municipal Services Department. At the sole option of the City, this agreement may be renewed for up to two, one-year periods.

- 6. Approval of the 2024-2025 Liability Insurance Program with States Risk Retention Group (incumbent) with an estimated annual cost of \$835,551.
- Council action is requested to expend \$95,800 in purchase orders to N Harris Corporation dba Advanced Utility Systems, for raw exportation of data for daily general ledger exporting, a MyMeter Engagement Portal and a Smart VX software application for the Customer Service Division of the Municipal Services Department.

Resolutions

24-716 Resolution for Erin Boatright to be reappointed to Public Safety Tax Oversight Committee

24-717 Resolution for Bobby McCutcheon to be reappointment to the Tourism Commission

24-718 A resolution establishing the opioid settlement advisory committee, stating the broad policy guidelines for use of said funds, and outlining the process by which funds will be dispersed. (Sponsored by Councilmember Bridget McCandless)

REGULAR AGENDA

Public Hearing(s)

A Full Public Hearing for the application received from Smoke Brewing Company, LLC for a Restaurant Selling of Intoxicating Liquor by the drink license and a Retail Selling of Beer only in the original package license for Smoke Brewing Company that will be located at 19310 E. 50th Terrace.

24-019 1R Council action is requested on the application received from Smoke Brewing Company, LLC for a Restaurant Selling of Intoxicating Liquor by the drink license and a Retail Selling of Beer only in the original package license for Smoke Brewing Company that will be located at 19310 E. 50th Terrace.

Ordinances

24-014 2R An ordinance amending Article 25 of Chapter 18 of the City Code by enacting new sections to add requirements for tow services.

24-015 2R 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.

First Reading(s)

24-016 1R An ordinance approving a rezoning from District C-2 (General Commercial) and R-6 (single-family Residential) to District C-2 (General Commercial) for the property at 9800 E. US 40 Highway.

24-017 An ordinance approving a rezoning from District C-2 (General Commercial) to District R-6 (Single-Family Residential) for the property at 210 E. College Street.

24-018 1R An ordinance authorizing the City Manager to accept an amendment to a grant from Mid-America Regional Council increasing the amount in the grant by \$95,285 up to \$184,702 for the City's Senior Adult Nutrition Site Program for Fiscal Year 2023-2024,

1R

2R

2R

1R

1 R

and execute the Amendment Community Center Services Agreement; making the necessary appropriations; authorizing future change orders for additional funding and/or time extensions; and, authorizing certain future appropriations. *(This addresses items 1.3b, 4.1d, 5.2b in the 2023-2024 Independence Action Plan.)*

INFORMATION ONLY

- 1. Boards/Commissions Report
- 2. **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:

Sergio Quintero will give the invocation in Spanish

Department:

Contact Person:

REV	IEWERS:	

Department City Clerk Department Action Approved

Council Action:

Council Action:

City of Independence AGENDA ITEM COVER SHEET

Agenda Title:

Council approval is requested to issue a purchase order to Lockton for the 4/1/2024-2025 Cyber Liability renewal insurance program, with a proposed annual cost of \$52,985.00.

Recommendations:

Staff recommends approval. The renewal proposal was submitted by Lockton Companies, Inc., who has been the City's insurance broker since 2005. The proposal was also reviewed by Charlesworth Consulting, LLC, the City's risk management consultants.

Executive Summary:

Background:

The City developed a specific Cyber Liability risk transfer program in 2020. Many of the IT team members have been vigilant in the continued development with internal risk management/loss prevention techniques that have lowered the insurance rate charged to the City. The Cyber insurance market has somewhat leveled but premiums can still fluctuate based on a client's exposure base (overall revenues for municipalities). Expiring premium is \$47,619.00.

Through extensive effort by Lockton in negotiating with the insurer (Cowbell) to be able to maintain the key liability limits yet adding some additional policy sub limits, Charlesworth and staff concur that the program provides suitable coverage at a reasonable price.

Fiscal Impact:

The premium is included in the 2023-2024 Adopted Budget page 84 in the Risk Management Fund 093, account 0934293-5207.

Department:	Tech Services	Contact Person:	Jason Newkirk	
REVIEWERS :				
Department		Action		
Finance Depart	ment	Approved		
Finance Depart	ment	Approved		
City Managers	Office	Approved		
Council Action	:	Council Action:		
ATTACHMEN	<u>TS:</u>			
Description	n		Туре	
Cyber Ren	ewal		Exhibit	
D Cyber Ren	ewal Proposal		Exhibit	

Exhibit

Cyber Renewal Proposal Cyber Renewal Proposal D



COWBELL CYBER RISK INSURANCE RENEWAL APPLICATION PRIME 250

NOTICE: This application is for claims-made and reported coverage. With respect to Insuring Agreement C. This policy provides coverage on a claims made and reported basis and apply only to claims first made against the Insured during the policy period or the optimal extension period (if applicable) and reported to the Insurer in accordance with the terms of this policy. Amounts incurred as First Party Expense and First Party Loss under this policy with reduce and may exhaust the limit of liability and are subject to deductibles.

It is important that all questions are answered truthfully and accurately.

Seneral Information	tion		
Name of Insured			
Web Domain(s):			
Address:			
Industry:			
Revenue (expected ov	er the 12 months):		
1. Renewal Question	s - (please fill out each b	ox)	
	any change to the answe 's application for insuran	ers you provided to Cowbell ce?	🗌 [Yes] 🗌 [No]
2. How often does data?	the organization perform	n backups of business-critical	 [Weekly] [Monthly] [Quarterly] [Every 6 Months] [Never]
lf your organiza	tion performs backups, p	lease select all that apply	
Backups are: [Encrypted] (Other: Please s	desi	parate either offline or in a gnated cloud service]	[Other]
3 Do you enforce	Multi Eactor Authenticati	on (MFA) for all employees,	
contractors, and	l partners on the following	g?	🗌 [Yes] 🔲 [No]
lf yes, please se	elect all that apply		
	[Cloud Deployments]	[Mission-Critical Systems]	[Other]
(Other: Please s	specify)		



 4. Does the organization have an incident response plan - tested and in-effect - setting forth specific action items and responsibilities for relevant parties in the event of a cyber incident or data breach matter? 			
 5. In the 12 months prior to this renewal, has the organization experienced any change in the size or scope of the organization's business, including any mergers, acquisitions, divestitures, and/or repurposing? (Other: Please specify) 			
Jason Murkuk Signature	Date (MM/DD/YYYY)		
Name of Authorized Representative	Title		
nsured Name Email			



COWBELL CYBER RISK INSURANCE APPLICATION PRIME 250

NOTICE: This application is for claims-made and reported coverage. With respect to Insuring Agreement C. This policy provides coverage on a claims made and reported basis and apply only to claims first made against the Insured during the policy period or the optimal extension period (if applicable) and reported to the Insurer in accordance with the terms of this policy. Amounts incurred as First Party Expense and First Party Loss under this policy with reduce and may exhaust the limit of liability and are subject to deductibles.

If a policy is issued, this application will attach to and become part of the policy. therefore, it is important that all questions are answered truthfully and accurately.

Image: Second secon	
Name of Insured	
Web Domain(s):	
Address:	
Industry:	
Revenue (expected over the 12 months):	
1. Security Assessment - (check appropriate box)	
1. Does the organization assign a person responsible for information security?	🗌 [Yes] 🔲 [No]
2. Does the organization hold mandatory cybersecurity training with all employees at least annually?	☐ [Yes] ☐ [No]
3. Does the organization encrypt all external communications containing sensitive information?	🗌 [Yes] 🔲 [No]
4. Does the organization encrypt sensitive information stored on the cloud?	? 🗌 [Yes] 🗌 [No]
5.a. How often does the organization perform backups of business-critical data?	 [Weekly] [Monthly] [Quarterly] [Every 6 Months] [Never]
If your organization performs backups, please select all that apply	
Backups are:	
[Encrypted] [Tested] [Separate either offline or in a designated cloud service]	[Other]
(Other: Please specify)	



5.b. How often does the organization apply updates to critical IT-systems and applications ("security patching")?	 [Weekly] [Monthly] [Quarterly] [Every 6 Months] [Never]
6. Do you enforce Multi-Factor Authentication (MFA) for all employees, contractors, and partners on the following?	🗌 [Yes] 🔲 [No]
If yes, please select all that apply	
[Email] [Cloud Deployments] [Mission-Critical Systems]	[Other]
(Other: Please specify)	
7. Does the organization have an incident response plan - tested and in-effect - setting forth specific action items and responsibilities for relevant parties in the event of a cyber incident or data breach matter?	🗌 [Yes] 🔲 [No]
2. Past Activities - (check appropriate box)	
1. Has the organization filed any claims due to a cyber event in last five years? If yes, attach loss detail herewith.	□ [Yes] □ [No]
 Has the organization ever been a party to any of the following: a. Civil or criminal action or administrative proceeding alleging violation of any federal, state, local or common law? 	🗌 [Yes] 🔲 [No]
b. Is there currently any pending litigation, administrative proceeding or claim against the named applicant, organization and/or any of the prospective insureds?	🗌 [Yes] 🗌 [No]
3. During the last three years, has the organization suffered loss of business income as a result of unscheduled system downtime?	🗌 [Yes] 🗌 [No]
4. During the last three years, has the organization suffered a security breach requiring customer or third-party notification according to state or federal regulations?	🗌 [Yes] 🗌 [No]
2 Ontionals Cyber Crime (applicable only for LD 5) (abody appropriate ba	Y)
3. Optional: Cyber Crime (applicable only for I.B.5.) - (check appropriate box	χ)
1. Does the organization verify vendor/supplier bank accounts before adding to their accounts payable systems?	☐ [Yes] ☐ [No]
2. Does the organization authenticate funds transfer requests (e.g. by calling a customer to verify the request at a predetermined phone number)?	🗌 [Yes] 🗌 [No]
3. Does the organization prevent unauthorized employees from initiating wire transfers?	🗌 [Yes] 🗌 [No]



4. Optional: System Failure Contingent Business Interruption Loss (applied - (check appropriate box)	cable only for I.B.4.)
1. Are all internet-accessible systems (e.g. web-, email-servers) segregated from the organization's trusted network (e.g. within a demilitarized zone (DMZ) or at a third-party service provider)?	🗌 [Yes] 🗌 [No]
2. Do agreements with third-party service providers require levels of security commensurate with the organization's information security standard?	🗌 [Yes] 🗌 [No]
5. Optional Endorsement: Full System Failure - (check appropriate box)	
1. How often does the organization perform backups of business-critical data?	 [Weekly] [Monthly] [Quarterly] [Every 6 Months] [Never]
If your organization performs backups, please select all that apply Backups are: [Encrypted] [Tested] [Separate either offline or in a designated cloud service] (Other: Please specify)	☐ [Other]
2. Are all internet-accessible systems (e.g. web-, email-servers) segregated from the organization's trusted network (e.g. within a demilitarized zone (DMZ) or at a third-party service provider)?	🗌 [Yes] 🗌 [No]
3. Has the organization tested a full failover of the most critical servers?	🗌 [Yes] 🗌 [No]

Solution Notice to Applicant - Please Read Carefully

For the purpose of this Application, the undersigned authorized officer of the organization named in Section I. of this Application declares that, to the best of the organization's knowledge, the statements herein are true, accurate and complete. The insurer is authorized to make any inquiry in connection with this Application. Signing this Application does not bind the insurer to issue, or the applicant to purchase, any insurance policy issued in connection with this Application. The information contained in and submitted with this Application is on file with the insurer. The insurer will have relied upon this Application and its attachments in issuing the Policy. If the information in this Application materially changes prior to the effective date of the Policy, the applicant will promptly notify the insurer, who may modify or withdraw the quotation. The undersigned declares that the individuals and entities proposed for this insurance have been notified that the limit of liability is reduced by amounts incurred as "Defense Expenses" (as defined in the Policy), and such expenses will be subject to the deductible amount. Misrepresentation of any material fact in this Application may be grounds for the rescission of this Policy.



Fraud Warnings

General Fraud Warning

Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison. (Not applicable in AL, AK, AZ, AR, CA, CO, DE, DC, FL, ID, IN, HI, KS, KY, LA, ME, MD, MN, NH, NJ, NM, NY, OH, OK, OR, PA, PR, RI, TN, TX, UT,, TN, TX, UT, VA, VT, WA and, WV)

Alabama Fraud Warning

Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or who knowingly presents false information in an application for insurance is guilty of a crime and may be subject to restitution, fines, or confinement in prison, or any combination thereof.

Alaska Fraud Warning

A person who knowingly and with intent to injure, defraud, or deceive an insurance company files a claim containing false, incomplete, or misleading information may be prosecuted under state law.

Arizona Fraud Warning

For your protection Arizona law requires the following statement to appear on this form: Any person who knowingly presents a false or fraudulent claim for payment of a loss is subject to criminal and civil penalties.

Arkansas Fraud Warning

Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

California Fraud Warning

For your protection, California law requires the following to appear on this form: Any person who knowingly presents a false or fraudulent claim for the payment of a loss is guilty of a crime and may be subject to fines and confinement in state prison.

Colorado Fraud Warning

It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance, and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies. Delaware Fraud Warning

Any person who knowingly, and with intent to injure, defraud or deceive any insurer, files a statement of claim containing any false, incomplete or misleading information is guilty of a felony.

District Of Columbia Fraud Warning

WARNING: It is a crime to provide false, or misleading information to an insurer for the purpose of defrauding the insurer or any other person. Penalties include imprisonment and/or fines. In addition, an insurer may deny insurance benefits if false information materially related to a claim was provided by the applicant.

Florida Fraud Warning

Any person who, knowingly and with intent to injure, defraud, or deceive an insurer files a statement of claim or an application containing any false, incomplete or misleading information is guilty of a felony of the third degree.



Idaho Fraud Warning

Any person who knowingly, and with intent to defraud or deceive any insurance company, files a statement containing any false, incomplete, or misleading information is guilty of a felony.

Indiana Fraud Warning

A person who knowingly and with intent to defraud an insurer files a statement of claim containing any false, incomplete, or misleading information commits a felony.

Hawaii Fraud Warning

For your protection, Hawaii law requires you to be informed that any person who presents a fraudulent claim for payment of a loss or benefit is guilty of a crime punishable by fines or imprisonment, or both.

Kansas Fraud Warning

We will not pay for any loss or damage if you or any other insured in relation to an insurance application, rating, claim or coverage under this policy knowingly and with intent to defraud: 1. Presents, causes to be presented or prepares with the knowledge or belief that it will be presented to or by an insurer, purported insurer, broker or any agent thereof, any written, electronic, electronic impulse, facsimile, magnetic, oral, or telephonic communication or statement as part of, or in support of, an application for the issuance of, or the rating of an insurance policy for personal or commercial insurance, or a claim for payment or other benefit pursuant to an insurance policy for commercial or personal insurance which such person knows to contain materially false information concerning any material fact; or 2. Conceals information concerning any material fact for the purpose of misleading.

Kentucky Fraud Warning

Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance containing any materially false information or conceals, for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime.

Louisiana Fraud Warning

Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

Maine Fraud Warning

It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties may include imprisonment, fines, or a denial of insurance benefits.

Maryland Fraud Warning

Any person who knowingly and willfully presents a false or fraudulent claim for payment of a loss or benefit or who knowingly and willfully presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

Minnesota Fraud Warning

A person who files a claim with intent to defraud, or helps commit a fraud against an insurer, is guilty of a crime.

New Hampshire Fraud Warning

Any person who, with a purpose to injure, defraud or deceive any insurance company, files a statement of claim containing any false, incomplete or misleading information is subject to prosecution and punishment for insurance fraud, as provided in RSA 638:20.

New Jersey Fraud Warning

Any person who includes false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.



New Mexico Fraud Warning

Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to civil fines and criminal penalties.

New York Fraud Warning

Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime, and shall also be subject to a civil penalty not to exceed five thousand dollars and the stated value of the claim for each such violation.

Ohio Fraud Warning

Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.

Oklahoma Fraud Warning

WARNING: Any person who knowingly, and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony.

Oregon Fraud Warning

Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents materially false information in an application for insurance may be guilty of a crime and may be subject to fines and confinement in prison. In order for us to deny a claim on the basis of misstatements, misrepresentations, omissions or concealments on your part, we must show that: A. The misinformation is material to the content of the policy; B. We relied upon the misinformation; and C. The information was either: 1. Material to the risk assumed by us; or 2. Provided fraudulently. For remedies other than the denial of a claim, misstatements, misrepresentations, omissions or concealments on your part are not fraudulent unless they are made with the intent to knowingly defraud.

Pennsylvania Fraud Warning

Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

Puerto Rico Fraud Warning

Any person who knowingly and with the intention of defrauding presents false information in an insurance application, or presents, helps, or causes the presentation of fraudulent claim for the payment of a loss or any other benefit, or presents more than one claim for the same damage or loss, shall incur a felony and, upon conviction, shall be sanctioned for each violation with the penalty of a fine not less than five thousand dollars (\$5,000) and not more than ten thousand dollars (\$10,000), or a fixed term of imprisonment for three (3) years, or both penalties. Should aggravating circumstances be present, the penalty thus established may be increased to a maximum of five (5) years, if extenuating circumstances are present, it may be reduced to a minimum of two (2) years.

Rhode Island Fraud Warning

Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.



Tennessee Fraud Warning

It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines and denial of insurance benefits.

Texas Fraud Warning

Workers Compensation: Any person who knowingly presents a false or fraudulent claim for the payment of a loss is guilty of a crime and may be subject to fines and confinement in state prison.

Utah Fraud Warning

Workers Compensation: Any person who knowingly presents false or fraudulent underwriting information, files or causes to be filed a false or fraudulent claim for disability compensation or medical benefits, or submits a false or fraudulent report or billing for health care fees or other professional services is guilty of a crime and may be subject to fines and confinement in state prison.

Vermont Fraud Warning

Any person who knowingly presents a false statement in an application for insurance may be guilty of a criminal offense and subject to penalties under state law.

Virginia Fraud Warning

It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines and denial of insurance benefits.

Washington Fraud Warning

It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines and denial of insurance benefits.

West Virginia Fraud Warning

Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

🧭 Warning

ANY PERSON WHO, WITH INTENT TO DEFRAUD OR KNOWING THAT HE/SHE IS FACILITATING A FRAUD AGAINST THE INSURERS, SUBMITS AN APPLICATION OR FILES A CLAIM CONTAINING A FALSE OR DECEPTIVE STATEMENT MAY BE GUILTY OF INSURANCE FRAUD.

ason Mukuk

Signature

Date (MM/DD/YYYY)

Name of Authorized Representative

Title

Email



CYBER INSURANCE QUOTE PROPOSAL PRIME 250

CYBER INSURANCE MADE EASY

Cowbell gives you peace of mind with Prime 250, a standalone cyber insurance program designed to cover today's and tomorrow's cyberthreats. Our Prime 250 cyber insurance policies are backed by top global reinsurers, and claims are handled in-house by cyber claims experts.





CYBER INSURANCE COVERAGE TAILORED TO YOUR UNIQUE NEEDS

We bring clarity of coverage to organizations like yours

- Choose limits and coverages dedicated to cyber
- Get financial protection for a variety of cyberthreats
- Customize your cyber policy to match your unique needs and identified risk exposures

COWBELL 365 BEST IN CLASS SERVICES

Our dedicated experts in cyber claims handling combined with our team of risk engineers deliver bestin-class 24×7 servicing so that your business stays safe.

ASSESS

Cowbell Factors[™], our risk ratings, benchmark your business' risk profile against industry peers.

RESPOND

Cowbell's cyber claim experts are on-call 24×7 to help you recover quickly from cyber incidents.



CLOSED-LOOP RISK MANAGEMENT

INSURE

The quote is custom-built to suit your cyber risk profile and your needs.

IMPROVE

Strengthen your cyber resilience with continuous risk monitoring and advice from cyber experts.



TAKE ADVANTAGE OF OUR RISK ENGINEERING SERVICES

- Address your subjectivities swiftly to avoid delaying coverage
- Interpret and monitor your cyber risk assessment
- Get help to remediate identified security weaknesses
- Build your incident response plan





OPTIMIZE YOUR PREMIUM BY IMPROVING YOUR RISK PROFILE

- Strengthen your security practices with our risk engineering team
- Deploy a cyber awareness training program to all your employees
 it's free with our partner, Wizer
- Identify security partners on the Cowbell Rx marketplace to fill gaps in your cybersecurity
- Become eligible to a 5% premium credit* when you activate a connector and get deeper risk insights







and more...

MICROSOFT 365

GOOGLE WORKSPACE

Google

AMAZON WEB SERVICES

CLOUDFLARE

QUALYS

THE IMPACT OF OUR RISK ENGINEERING TEAM

300+

CALLS PER QUARTER

400+

CYBER EVENTS AVOIDED

2000+

INCIDENT RESPONSE PLANS DOWNLOADED

BOOK NOW

Book Time With Our Risk Engineering Team

* No guarantee that any type of premium credit will be received.

Receipt of a premium credit is dependent on a number of factors related to the activation of Cowbell Connectors.



CYBER INSURANCE QUOTE - PRIME 250

City of Independence Missouri

Subject to the terms and conditions contained herein, Cowbell Insurance Agency ("Cowbell") agrees to issue to the below Named Insured the following quote for insurance coverage. Upon binding of this account, we must receive a signed application from the Insured.

Quote Number	QCB-250-4KCDI3UM		Quoted On	01/17/2024
Name of Insured	City of Independence Missouri			
Mailing Address	111 E Maple Ave, Independence, MO, 640	50-3066		
Email Address	jnewkirk@indepmo.org			
Industry	921140 Public Administration			
Revenue	\$384,193,943.00			
# Of Employees	1100		Year Established	1827
Agency Name	Lockton			
Policy Period	From: 04/01/2024 (Effective Date) To: 04/07 Both dates at 12:01 AM Insured Local Time	• •	iration Date)	
Policy Term	365 days			
	Estimated Premium (without TRIA)	\$51,668.32 \$516.68		
Policy Premium	Premium	\$52,185.00	(Broker commission: 15.00%	of Premium)
	Underwriting Fees	\$800.00		
	TOTAL AMOUNT :	\$52,985.00)	
Aggregate Limit	\$3,000,000		Insured State	MO
Issuing Carrier	Palomar Excess and Surplus Insurance Con	mpany NAIC	C# 16754 (A.M. Best "A-	"Rated)
Product	Prime 250 Surplus			

Coverage under this policy is provided only for those Insuring Agreements for which a limit of liability appears on subsequent pages. If no limit of liability is shown for an Insuring Agreement, such Insuring Agreement is not provided by this policy. The Aggregate Limit shown above is the most the Insurer(s) will pay regardless of the number of Insured Agreements purchased.



COVERAGES - PRIME 250

LIABILITY EXPENSE	COVERAGE LIMIT	DEDUCTIBLE	WAITING PERIOD	RETRO ACTIVE PERIOD
S Liability Costs	\$3,000,000	\$100,000	-	Full Prior Acts
S PCI Costs	\$3,000,000	\$100,000	-	Full Prior Acts
✓ Regulatory Costs	\$3,000,000	\$100,000	-	Full Prior Acts
FIRST PARTY EXPENSE	COVERAGE LIMIT	DEDUCTIBLE	WAITING PERIOD	RETRO ACTIVE PERIOD
ஂ Cowbell Breach Fund	\$3,000,000	\$100,000	-	-
♂ Data Restoration Costs	\$3,000,000	\$100,000	-	-
Sextortion Costs	\$3,000,000	\$100,000	-	-
S Business Impersonation Costs	\$3,000,000	\$100,000	-	-
✓ Reputational Harm Expense	\$3,000,000	-	12 Hours	04/01/2021
FIRST PARTY LOSS	COVERAGE LIMIT	DEDUCTIBLE	WAITING PERIOD	RETRO ACTIVE PERIOD
ஂ Business Interruption Loss	\$3,000,000	\$100,000	8 Hours	-
ஂ Contingent Business Interruption Loss	\$3,000,000	\$100,000	8 Hours	-
System Failure	\$3,000,000	\$100,000	8 Hours	-
S Contingent System Failure	\$3,000,000	\$100,000	8 Hours	-
S Cyber Crime Loss	\$250,000	\$100,000	-	-
Sericking Costs	\$3,000,000	\$100,000	-	-
ℭ Criminal Reward Costs	\$100,000	-	-	-



ENDORSEMENTS - PRIME 250

COVERAGE ENDORSEMENTS	COVERAGE LIMIT	DEDUCTIBLE	WAITING PERIOD	RETRO ACTIVE PERIOD
S California Consumer Privacy Act	\$3,000,000	\$100,000	-	Full Prior Acts
Seneral Data Protection Regulation	\$3,000,000	\$100,000	-	Full Prior Acts
ℭ Utility Fraud Attack	\$100,000	\$100,000	-	-
	\$3,000,000	\$100,000	-	Full Prior Acts
ℭ Cryptojacking	\$100,000	\$100,000	-	-
S Additional Cowbell Breach Fund Costs Endorsement	\$2,000,000	-	-	-

AMENDATORY ENDORSEMENTS

S BIPA Exclusion Endorsement
𝒞 War Exclusion Endorsement
S Amend Cooperation Clause
80.0%
Specified Event Exclusion



ENDORSEMENTS & FORMS - PRIME 250

(EFFECTIVE AT INCEPTION)

TITLE	FORM #
Cowbell Cyber Risk Insurance Declarations - Prime 250	PRIME 250SL 002 09 21
Notice to Policyholders - OFAC	PN006SL 09 20
Customer Notice of Privacy Policy & Producer Compensation Practices Disclosure	PN007SL PL 0921
Cowbell Cyber Risk Insurance Policy - Prime 250	PRIME 250SL 001 10 20
Service of Process	PRIME 250SL 075 PL 09 21
California Consumer Privacy Act	PRIME 250SL 004 09 20
General Data Protection Regulation	PRIME 250SL 005 09 20
Utility Fraud Attack	PRIME 250SL 006 09 20
Media Liability	PRIME 250SL 007 09 20
Cryptojacking	PRIME 250SL 009 09 20
Amend Cooperation Clause	PRIME 250SL 019 09 20
Blanket Additional Insured	PRIME 250SL 021 09 20
Specified Event Exclusion	PRIME 250SL 024 09 20
BIPA Exclusion Endorsement	PRIME 250SL 048 09 21
WAR Exclusion Endorsement	PRIME 250SL 088 06 23
Additional Cowbell Breach Fund Costs Endorsement	PRIME 250SL 090 10 23
Disclosure Pursuant to Terrorism Risk Insurance Act	PRIME 250SL 028 10 20
Cap on Losses From Certified Acts of Terrorism	PRIME 250SL 029 10 20
Trade or Economic Sanctions Exclusion Endorsement	PRIME 250SL 032 09 20
CB-Compliance	CB-COMPLIANCE (09/21)
Missouri Surplus Lines Notice	CB-MO-NOTICE (12/20)

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SUBJECTIVITIES - PRIME 250

This quote proposal expires on the earlier of the following: seven (7) days after the effective date of the policy; or upon notice to you by Cowbell that the quote is expiring as of a particular date due to changes in market conditions and/or the discovery of any new information related to the quoted risk.

If the policy is issued after the effective date of coverage a no known loss letter will be required to issue.

This quote proposal for insurance coverage is issued based on the truthfulness and accuracy of the information provided to Cowbell in response to the questions on the insurance application entered into our underwriting system.

If between the date of the quote and the Effective Date of the proposed insurance contract, there is a material change in the condition of the Named Insured or if any notice of claim or circumstance giving rise to a claim is reported prior to the Effective Date of the proposed insurance contract, then the Named Insured must notify Cowbell. Whether or not this quote has already been accepted by the Named Insured, Cowbell reserves the right to rescind this quote as of its Effective Date or to modify the final terms and conditions of the quote upon review of the information. Cowbell also reserves the right to modify the final terms and conditions upon review of the information received in satisfaction of the aforementioned conditions.

This quote is also subject to the satisfaction of the following conditions:

- Highly recommend the insured to implement MFA for MIssion-Critical systems
- Please provide the intended Policyholder's contact information.
- Cowbell Renewal Application signed and dated within 60 days of the effective date.

Please note this quote contains only a general description of coverage provided. For a detailed description of the terms, you must refer to the insurance contract itself and the endorsements listed herein.



DESCRIPTION OF COVERAGES - PRIME 250

(Please note this quote contains only a general description of coverage provided. For a detailed description of the terms, you must refer to the insurance contract itself and the endorsements listed herein).

Costs

Coverage for (1) defense expenses, (2) monetary damages the insured becomes legally obligated to pay including pre-judgment interest, post judgment interests, judgments or settlements; and (3) punitive, exemplary, or multiplied damages but only to the extent such damages are insurable under the applicable law most favorable to the insurability of such damages.

Version PCI Costs

Coverage for amounts the insured is legally obligated to pay under a Payment Card Services Agreement including: (1) monetary assessments; (2) fines; (3) penalties; (4) chargebacks; (5) reimbursements; (6) fraud recoveries; (7) forensic investigation, including any PFI; and (8) costs or expenses incurred in connection with a PCI DSS compliance audit.

Segulatory Costs

Coverage for (1) any amount the insured is legally required to deposit in a fund for the payment of consumers; (2) fines; or (3) penalties imposed by a federal, state or foreign governmental entity due to a privacy incident.

Sowbell Breach Fund

Coverage for losses and expenses directly associated with recovery activities after a cyber incident. This can include incident response, investigation, forensics, crisis management, notification to customers, call center services, overtime salaries, post-event monitoring services such as credit monitoring, and healthcare records remediation for impacted customers.

Otata Restoration Costs

Coverage for the cost to replace, restore, recreate or recover data residing on an insured's computer system that is compromised as a direct result of a network security incident. If such data cannot be replaced, restored, recreated or recovered, then data restoration is limited to the costs associated with that determination.

Sector Costs

Coverage for losses from a privacy incident or network security incident resulting from a credible threat or series of threats, such as a ransomware attack. This can include expenses to investigate the cause of an extortion threat and the payment amounts, including the actual costs to execute such payment (whether in digital or traditional currency).

Susiness Impersonation Costs

Coverage for the costs to inform potentially impacted parties (individuals, vendors or suppliers) of fraudulent communications where a third party impersonated the insured to deceive them or any vendor or supplier into sharing credentials or protected information.

🮯 Reputational Harm Expense

Coverage for the income loss that the insured sustains during a period of indemnity that directly results from a communication via any medium specifically arising from an actual or alleged incident that threatens to, or actually does negatively harm the insured's reputation

Susiness Interruption Loss

Coverage for the income loss and extra expenses due to the actual and measurable interruption or degradation in performance of the insured's computer system. This would also include a voluntary shutdown of the insured's computer system when such action is taken to minimize, avoid or reduce further damage as a result of a covered incident.

Contingent Business Interruption Loss

coverage for the income loss and extra expenses due to the actual and measurable interruption or degradation in performance of a service provider's computer system. This would also include a voluntary shutdown of computer systems when such action is taken to minimize, avoid or reduce further damage as a result of a covered incident.

🮯 System Failure

Coverage for the income loss and extra expenses due to a system failure (see policy wording) which causes the actual and measurable interruption, suspension, failure, degradation or delay in performance of the insured's computer system.

🮯 Contingent System Failure

Coverage for the income loss and extra expense due to a system failure (see policy wording) which causes the actual and measurable interruption, suspension, failure, degradation or delay in performance of a service provider's computer system.



DESCRIPTION OF COVERAGES - PRIME 250

Solution Crime Loss

Coverage for loss of money or digital currency directly resulting from any of the following covered events: (1) social engineering (2) reverse social engineering, (3) fraudulent transfer of funds. It also provides coverage for charges incurred by the insured from its telecommunications provider as a result of a telecommunications hack.

Sricking Costs

Coverage for the reasonable and necessary costs, subject to the insurer's prior consent, to replace, remediate or improve the insured's computer system. Costs must be incurred as a direct result of a network security incident.

Scriminal Reward Costs

Coverage for amounts offered by the insured for information that leads to the arrest and conviction of any individual(s) committing or trying to commit any illegal act related to any coverage under this policy.

Scalifornia Consumer Privacy Act

Coverage for the amounts that the insured is legally obligated to pay in responding to a CCPA compliance audit or investigation that directly results from a privacy or a network security incident.

Seneral Data Protection Regulation

Coverage for the amounts that the insured is legally obligated to pay in responding to a GDPR compliance audit or investigation that directly results from a privacy or a network security incident.

Solution Utility Fraud Attack

Coverage for the additional amounts incurred due to the manipulation or deception, by an unauthorized third party for its use, of the insured organization's natural gas, oil, or internet.

S Media Liability

Liability costs coverage for intellectual property infringement, other than patent infringement, resulting from the advertising of an insured's services. This builds upon the online media liability coverage in the base form to expand to printed advertising. This includes social media.

Cryptojacking

Coverage for the financial loss resulting from the unauthorized access or unauthorized use of computer systems to mine for digital currency that directly results in additional costs incurred by the insured organization for computing resources.

Sectional Cowbell Breach Fund Costs Endorsement



COWBELL AGGREGATE FACTOR: BENCHMARKING RISK

Cowbell Factors are a set of risk ratings that continuously assess your organization for cyber risks. Your company aggregate factor provides an immediate benchmark of your organization against its industry peers.



COWBELL FACTORS: CONTINUOUS RISK ASSESSMENT

Cowbell Factors are compiled using hundreds of data points from multiple sources: public databases, third-party vendors, proprietary external scanners, dark web intelligence, and compliance information. Cowbell applies artificial intelligence algorithms to model risks and generate Cowbell Factors which define an organization's risk profile.



Your Cowbell Factors

DESCRIPTION - COWBELL FACTORS

Scompany Aggregate Cowbell Factor

Weighted average of Cowbell Factors for the account and an effective metric to benchmark a company against its industry peers. The higher, the better: a company with a rating of 85represents less risk than one with a rating of 64.

✓ Industry Aggregate Cowbell Factor

Measures an industry overall cyber risk profile. This is calculated for each industry based on Cowbell's risk pool of 25 million U.S. accounts, incorporating information from proprietary scannersand external data sources.

Solution Network Security

Measures the strength of the organization's network infrastructure and whether security best practices are deployed - encryption, secure protocols, patching frequency. This factoralso checks for vulnerabilities, malware, and misconfigurations.

Cloud Security

Measures the strength of an organization's cloud security based on footprint on commonly used public clouds (AWS, Azure, GCP, etc), security configuration, and alignment to security best practices.

Security

Measures endpoints preparedness (servers, mobile devices, IoT endpoints) towards cyberattacks. This factor incorporates the number of endpoints as well as the level of security hygiene applied to them.

Solution State Intelligence

Measures an organization's exposure on the darkweb, taking into account the type, timing, and volume of data exposed and its value for criminal activity (examples: stolen credentials, PII).

Funds Transfer

Tracks risk markers related to the compromise of emails that commonly leads to nefarious activities such as fraudulent funds transfer.

Solution Cyber Extortion

Measure of an organization's potential exposure to extortion related attacks such as ransomware.

🮯 Compliance

Measures an organization's level of compliance to security standards such as CIS (Center of Internet Security) benchmarks, NIST CSF (Cyber Security Framework), CSC-20 (CriticalSecurity Controls), HIPAA, PCI, EU GDPR and CCPA.

🮯 Supply Chain

Measures an organization's susceptibility to software supply chain incidents. This factor is compiled from technographic and firmographic data, web scraping information, and public vulnerability repositories.

🮯 Insider Threat

Measures an organization's susceptibility to insider threats. This factor is compiled from social media platforms and other sources that might expose attrition rate, negative opinion, or detrimental intent towards the organization by past and current employees and stakeholders.



SURPLUS LINES COMPLIANCE NOTICE

ISSUING CARRIER Palomar Excess and Surplus Insurance Company

We are pleased to enclose binding agreement for this account.

Please be advised that by binding this risk with the above referenced Surplus Lines Insurance Company, you agree that as the Surplus Lines Broker responsible for the placement of this insurance policy, it is your obligation to comply with all States Surplus Lines Laws including completion of any declarations / affidavits that must be filed as well as payment of any and all Surplus Lines taxes that must be remitted to the State(s). We will look to you for indemnification if controlling Surplus Lines Laws are violated by you as the Surplus Lines broker responsible for the placement.

You further confirm that any applicable state requirement concerning a diligent search for coverage by admitted carriers has been fulfilled in accordance with state law.

Thank you for this placement and your regulatory compliance.

NAMED INSURED: City of Independence Missouri

BINDER NUMBER: QCB-250-4KCDI3UM

STATE: MO

SURPLUS LINES BROKER: Claudia Mandato

FILING STATE SURPLUS LICENSE NUMBER: 187225

AGENCY NAME: Lockton

AGENCY MAILING ADDRESS: 5500 Wayzata Blvd , Suite 510 Minneapolis, mn, 55415

CB-COMPLIANCE (02/23)



MISSOURI SURPLUS LINES NOTICE

This is evidence of insurance procured and developed under the Missouri Surplus Lines Laws. It is NOT covered by the Missouri Insurance Guaranty Association. This insurer is not licensed by the state of Missouri and is not subject to its supervision.

City of Independence - 2024 Cyber Proposal				
	\$3M expiring - Cowbell	\$3M renewal - Cowbell		
	A-, IX	A-, IX		
Aggregate policy limit	\$3,000,000	\$3,000,000		
First Party Coverages				
Privacy event expenses (notification costs, forensics, legal, credit monitoring, call center, public relations)	\$3,000,000	\$3,000,000		
Cyber extortion	\$3,000,000	\$3,000,000		
Data restoration	\$3,000,000	\$3,000,000		
Bricking/hardware replacement	\$1,000,000	\$3,000,000		
Reputational harm	\$1,500,000	\$3,000,000		
Business Interruption Coverages Business interruption	\$3,000,000	\$3,000,000		
Contingent business interruption	\$3,000,000	\$3,000,000		
System failure business interruption	\$3,000,000	\$3,000,000		
Contingent system failure business	\$3,000,000	\$3,000,000		
interruption	\$3,000,000	\$3,000,000		
Voluntary shutdown	\$3,000,000	\$3,000,000		
Third Party Coverages				
Network security/privacy injury liability	\$3,000,000	\$3,000,000		
Privacy regulation proceeding & fines	\$3,000,000	\$3,000,000		
PCI DSS fines & penalties	\$3,000,000	\$3,000,000		
Media liability	\$3,000,000	\$3,000,000		
Cyber Crime Coverages				
Computer fraud	\$250,000	\$250,000		
Funds transfer fraud	\$250,000	\$250,000		
Social engineering fraud	\$250,000	\$250,000		
Telecommunications fraud	\$250,000	\$250,000		
Invoice manipulation	\$250,000	\$250,000		
Self-insured retention				
Each and every claim	\$100,000	\$100,000		
Business interruption waiting period	8 hours	8 hours		
Annual premium				
Premium	\$46,819	\$52,185		
Policy issuance fee	\$800	\$800		
Total policy premium	\$47,619	\$52,985		
Rate change calculation				
Ratable revenue	\$336,282,076	\$384,193,943		
Revenue percentage change		25%		
Premium percentage change	11.27%			
Premium rate change	-2.61%			
Subjectivities				

Subjectivities - Required prior to binding - Terms are subject to change upon receipt of the requested subjectivities

Endorsements - note this list is not exhaustive - please consult the policy forms and endorsements for full terms and

This is a general overview of the terms and conditions quoted by the above referenced carriers. Please consult policy forms and

(Company Name) - 2022 Marketing Table

Market	Status	Notes
Cowbell	Quoted	
AXIS	Pending	Need more info on Claim
AXAf	Pending	No response
Everest	Pending	No response

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	_
	_

City of Independence AGENDA ITEM COVER SHEET

Agenda Title:

Council action is requested to authorize the City Manager to execute a certain License Agreement with Noland South Development Company, LLLP to place a monument sign in the right-of-way at 4510 S. Noland Road.

Recommendations:

Council approval is recommended.

Executive Summary:

City Staff have received an application for a monument sign license agreement at 4510 S. Noland Rd. This request has been found to meet all right-of-way policies and guidelines. This application has also been approved by the City Planning Commission during its meeting on January 9, 2024. Staff recommends the execution of this agreement.

Fiscal Impact:

There is no fiscal impact to the City.

Department: Development	Community	Contact Person:	Tom Scannell	
REVIEWERS :				
Department		Action		
Public Works Department		Approved		
Finance Department		Approved		
City Managers Office		Approved		
City Clerk Department		Approved		
Council Action:		Council Action:		

ATTACHMENTS:

Description

- License Agreement Freestanding Monument Sign
- Application
- Staff Report
- D Planning Commission Minutes 1-9-24
- Approval Letter
- Parking Lot Landscaping

Туре

Contract Backup Material Backup Material Backup Material Backup Material Backup Material

LICENSE AGREEMENT

THIS LICENSE AGREEMENT, made this 19th day of February, 2024, by and between the CITY OF INDEPENDENCE, MISSOURI, (hereinafter called "CITY"), and <u>Noland South Development Company,</u> <u>LLLP</u> (hereinafter called "LICENSEE").

WITNESSETH:

WHEREAS, LICENSEE owns a certain tract of land ("Property"), which is commonly known as <u>4510</u> <u>S. Noland Rd.</u>, Independence, Jackson County, Missouri; and

WHEREAS, CITY owns a **<u>Right-of-Way</u>** which is located adjacent to the subject Property ("ROW"); and

WHEREAS, LICENSEE is in the process of constructing a **Freestanding Monument Sign** on the Property; and

WHEREAS, CITY desires to license to LICENSEE and LICENSEE desires to license from CITY a portion of the ROW for construction, operation and maintenance of a portion of the Facility ("Licensed Premises").

NOW, THEREFORE, CITY, in consideration of the obligations hereby assumed by LICENSEE hereby licenses and authorizes LICENSEE, its officers, members, contractors, agents and guests, to enter and go upon the Licensed Premises, at all times during the continuance of this Agreement, and there to use and enjoy the Licensed Premises for construction purposes, subject to the following:

1. LICENSED PREMISES. The Licensed Premises referenced in this Agreement is comprised of a portion of the City's **<u>Right-of-Way</u>**.

2. USE OF LICENSED PREMISES. LICENSEE, its officers, members, contractors, agents and guests shall have the right to use the Licensed Premises solely for the construction, operation and maintenance of a portion of the Facility, Freestanding Monument Sign, as well as the continued encroachment of said improvements upon the Licensed Premises.

3. RESTRICTION ON MODIFICATIONS AND IMPROVEMENTS. Except as specifically allowed by paragraph 2, or by written consent of the CITY, LICENSEE, its officers, members, contractors, agents and guests are prohibited from making any addition, modification or improvement to any part of the Licensed Premises, and are prohibited from placing, affixing or constructing any structure, utility, signage or markings on the Licensed Premises.

4. NOT TO INTERFERE WITH USE. LICENSEE, its officers, members, contractors, agents and guests shall not engage in any activity on the Licensed Premises that interferes with the operation of or damages or destroys any facility, improvement, fixture, utility, or other CITY property, except as expressly authorized with the approval of the CITY.

5. RULES AND REGULATIONS. LICENSEE, its officers, members, contractors, agents and guests shall comply with all ordinances, rules and regulations of the CITY applicable to the use of the Licensed Premises.

6. MAINTENANCE. LICENSEE agrees to maintain, at its sole cost, the Facility and other improvements on the Licensed Premises, at all times during the continuation of this Agreement. In the event LICENSEE fails to maintain the Licensed Premises as set forth herein, CITY reserves the right to revoke this Agreement pursuant to paragraph 9 hereof and remove, at the option of City and at the expense of LICENSEE, all improvements of LICENSEE on the Licensed Premises. If at any time during the continuation of the Agreement CITY is required to repair, remove, improve, or any other work is to be completed on City facilities within the right-of-way, removal and replacement of the LICENSEE placed structure will be done at the expense of the LICENSEE.

7. GENERAL INDEMNITY.

A. GENERAL. LICENSEE shall cover, release, defend, become responsible for and forever hold harmless the CITY, its officers, agents, employees, elected officials, and attorneys, each in their official and individual capacities, subject to the provisions set forth in the Missouri Sovereign Immunity Statute, from and against all lawsuits, suits, actions, costs, claims, demands, damages, disability, losses, expenses, including reasonable attorney's fees and other defense costs or liabilities of any character and from any cause whatsoever, brought because of bodily injury or death received or sustained, or loss or damage received or sustained, by any person, persons, or property to the extent arising out of or resulting from any act, error, omission, or intentional act of LICENSEE or its agents, employees, or subcontractors, arising out of or in any way connected with the operations expressly authorized herein. The duty to defend provided by this Agreement shall accrue immediately upon receipt of any lawsuits, suits, actions, claims or demands by the CITY, and the LICENSEE's duty to defend includes the obligation to reimburse to the City all costs, fees, or expenses, incurred by the CITY in the defense of any such lawsuits, suits, actions, claims, or demands. Such reimbursement is due within thirty (30) days of the CITY submitting notice of proof of payment of such costs, fees or expenses.

B. NO LIMITATIONS OR WAIVER. The indemnity required hereunder shall not be limited by reason of the specification of any particular insurance coverage in this Agreement, or by a limitation of the amount or type of damages or compensation payable by or for LICENSEE under Workers' Compensation, disability or other employee benefit acts, acceptance of insurance certificates required under this Agreement, or the terms, applicability or limitation of any insurance held by LICENSEE. The CITY does not, and shall not, waive any rights against LICENSEE which it may have by reason of this indemnification, because of the acceptance by the CITY, or the deposit with the CITY by LICENSEE, of any of the insurance policies described in this Agreement. Except as provided in subpart A above, this indemnification by LICENSEE shall apply regardless of whether or not such insurance policies shall have been determined to be applicable to any such damages or claims for damages.

C. NOTIFICATION OF CLAIMS. With respect to any claims which are subject to indemnity or defense hereunder, LICENSEE shall immediately notify the CITY of any and all claims filed against LICENSEE or LICENSEE and the CITY jointly, and shall provide the CITY with a copy of the same.

D. CHALLENGES TO CONTRACT. LICENSEE shall indemnify, defend and hold harmless the CITY, its officers, agents, employees, elected officials, and attorneys, each in their official and individual capacities, against any and all claims or challenges brought against the CITY with respect to the validity of the terms and conditions of this Agreement.

E. USE OF INDEPENDENT CONTRACTORS. The fact that LICENSEE carries out any activities under this Agreement through independent contractors shall not constitute an avoidance of, or defense to, LICENSEE's duty of defense and indemnification under this section.

8. INSURANCE.

A. USE OF CONTRACTORS AND SUBCONTRACTORS. LICENSEE shall not permit any contractor or subcontractor to commence or continue work until they shall have obtained or caused to be obtained all insurance required under this paragraph. Said insurance shall be maintained in full force and effect until the completion of the work performed, and approval thereof by the CITY.

B. WORKERS' COMPENSATION. LICENSEE shall ensure that all contractors or subcontractors performing work for LICENSEE obtain and maintain Workers' Compensation Insurance for all employees, and in case any work is sublet, LICENSEE shall require any subcontractors to provide Workers' Compensation insurance for all subcontractor's employees, in compliance with State laws, and to fully protect the CITY from any and all claims of such employees arising out of occurrences during work performed hereunder. LICENSEE hereby indemnifies the CITY for any damage resulting to it from failure of either

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LICENSEE or any contractor or subcontractor to obtain and maintain such insurance. LICENSEE further waives its rights to subrogation with respect to any claim against the CITY for injury arising out of performance under this Agreement. LICENSEE shall provide the CITY with a certificate of insurance indicating Workers' Compensation coverage prior to commencing construction of the Improvements.

9. REVOCATION. Notwithstanding any provision of this Agreement to the contrary, CITY may cancel this Agreement and revoke the license hereby granted as to all or any part of the Licensed Premises at any time upon sixty (60) days advance notice in writing, provided, however, no advance notice is required if LICENSEE' shall break any of the conditions or obligations herein contained.

10. CONSTRUCTION OF AGREEMENT.

A. SIMPLE LICENSE. The license created by this Agreement shall be construed as a simple license (sometimes referred to as a "bare," "mere" or "naked" license) revocable at the will of the CITY, subject only to any advance written notice of revocation required by paragraph 10.

B. HEADINGS. The paragraph headings contained herein are for convenience in reference and are not intended to define or limit the scope of any provision of this Agreement.

C. NON-WAIVER. No waiver of any condition or covenant contained in this Agreement or any breach thereof shall be taken to constitute a waiver of any subsequent condition, covenant or breach.

D. JOINTLY DRAFTED. This Agreement shall be deemed to have been jointly drafted by the parties and shall not be construed more strongly against any party hereto.

E. APPLICABLE LAW. This instrument shall be construed in accordance with the laws of the State of Missouri.

11. AGREEMENT SHALL RUN WITH THE LAND. The license, benefits and obligations created by this Agreement shall run with the land and shall be binding upon any successors in title or interest to the Property or the improvements, including the Facility, located therein. A copy of this Agreement shall be recorded with the Jackson County Recorder of Deed's Office by the LICENSEE within 30 days of the acceptance of the agreement, or the agreement shall be null and void. A copy of the recorded document shall be presented to the City.

12. NON-SEVERABLE. If any term or provision of this Agreement or the application to any person or circumstance shall, to any extent, be determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall be deemed invalid and unenforceable, provided, however, that the terms and provisions of paragraphs 7, 9 and 14 shall not be affected thereby and each term and provision of said paragraphs 7, 9, and 14 shall be valid and enforced to the fullest extent permitted by law.

13. ENVIRONMENTAL PROVISIONS.

A. COVENANTS. LICENSEE hereby covenants and agrees to comply in all material respects with all-applicable Environmental Laws and Regulations in connection with its use and occupancy of the Property. For purposes of this Agreement, "Environmental Laws" shall mean and include all federal, state and local statutes, ordinances, regulations and rules relating to environmental quality, health, safety, contamination and clean-up, including, without limitation, the Clean Air Act, 42 U.S.C. §7401 et seq.; the Clean Water Act, 33 U.S.C. §1251 et seq., and the Water Quality Act of 1987; the Federal Insecticide, Fungicide, and Rodenticide Act ("FIFRA"), 7 U.S.C. §136 et seq.; the Marine Protection, Research, and Sanctuaries Act, 33 U.S.C. §1401 et seq.; the Resource Conservation and Recovery Act ("RCRA^{II}), 42 U.S.C. §6901 et seq., as amended by the Hazardous and Solid Waste Amendments of 1984; the Safe Drinking Water Act, 42 U.S.C. §300f et seq.; the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA^{II}), 42 U.S.C. §9601 et seq., as amended by the Superfund Amendments and Reauthorization Act, the Emergency Planning and Community Right to Know Act, and the Radon Gas and Indoor Air Quality Research Act; the

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Hazardous Material Transportation Act, 49 U.S.C. §9601 et seq.; the Toxic Substance Control Act ("TSCAIJ), 15 U.S.C. §2601 et seq.; the Atomic Energy Act, 42 U.S.C. §2011 et seq.; and the Nuclear Waste Policy Act of 1982, 42 U.S.C. §1 01 0 et seq.; all Missouri State environmental protection, superlien and environmental cleanup statutes, with implementing regulations and guidelines and all local laws, regulations and ordinances insofar as they are equivalent or similar to the federal laws recited above or purport to regulate Hazardous Materials.

B. ENVIRONMENTAL INDEMNIFICATION. In addition to any indemnification set forth herein, the LICENSEE hereby indemnifies and agrees to defend and hold harmless the City, and its agents, partners, officers, representatives, elected officials, attorneys, and employees, each in their official and individual capacities, from all costs, claims, demands, actions, liabilities, complaints, fines, citations, violations or notices of violation ("Claims") arising from or attributable to (i) the presence due to LICENSEE's handling, generation, manufacturing, processing, treating, storing, using, reusing, refining, recycling, reclaiming, blending or burning for energy recovery, incinerating, accumulating speculatively, transporting, transferring, disposingor abandoning of Hazardous Materials ("Management") on the Property. or the subsurface thereof or the violation of any Environmental. Laws due to LICENSEE'S Management, including, without limiting the generality thereof, any cost, claim, liability or defense expended in remediation required by a governmental authority, or by reason or any actual or threatened spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping or disposing of Hazardous Materials into the environment (as environment is defined in CERCLA), due to LICENSEE'S Management of the Property or violation of any Environmental Laws, or (ii) any breach by Lessee of any of its warranties, representations or covenants in this Subsection. Lessee's obligations hereunder shall survive the termination or expiration of this Agreement, and shall not be affected in any way by the amount of or the absence in any case of covering insurance or by the failure or refusal of any insurance carrier to perform any obligation on its part under insurance policies affecting the Property or any part thereof.

C. DEFINITIONS. For purposes of this subsection, the term "Hazardous Materials" shall mean and include the following, including mixtures thereof; any hazardous substance, pollutant, contaminant, waste, by-produce or constituent as defined in any environmental law; oil ,and petroleum products and natural gas, natural gas liquids, liquefied natural gas and synthetic gas usable for fuel; pesticides regulated under the FIFRA; asbestos and asbestos-containing materials, PCBs and other substances regulated under the TSCA; source material, special nuclear material, by-produce material and any other radioactive materials or radioactive wastes however produced regulated under the Atomic Energy Act or the Nuclear Waste Policy Act; chemicals subject to the OSHA Hazard Communication Standard, 29 C.F.R. §1910.1200 et seq.; any "Hazardous Waste" as defined by the Missouri Hazardous Waste Management Law, MO.Rev.Stat. §§260.350 to 260.480; and industrial process and pollution control wastes, whether or not hazardous within the meaning of RCRA.

14. NOTICE. Whenever any notice is required by this Agreement to be made, given or transmitted to the CITY, it shall be enclosed in an envelope with sufficient postage attached to ensure delivery and deposited in the United States Mail, first class, addressed to:

City of Independence ATTN: City Counselor P. O. Box 1019 Independence, MO 64051

And to

City of Independence ATTN: Director, Municipal Services P. O. Box 1019 Independence, MO 64051

and notices to LICENSEE shall be addressed to:

Noland South Development Company, LLLP 4510 Belleview Ave. STE 300 KANSAS CITY, MO 64111 USA

or such place as either party shall designate by written notice to the other. Said notices may also be personally hand delivered by each party to the other, at the respective addresses listed above. If hand delivered, the date of actual completion of delivery shall be considered the date of receipt. If mailed the item shall be considered received the third day after the date of mailing.

15. ENTIRE AGREEMENT. This Agreement constitutes the entire Agreement between the parties hereunder and all other representations of statements heretofore made, verbal or written, are merged herein and this Agreement may be amended only in writing, and executed by duly authorized representatives of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed as of the date first above mentioned at Independence, Missouri.

CITY OF INDEPENDENCE, MISSOURI

By:

Zachary Walker, City Manager

ATTEST:

City Clerk

APPROVED AS TO FORM AND LEGALITY

City Counselor

LICENSEE

_Sign:_____

Print: CHRISDIATON SHAME

Title: Authorized Representative

ACKNOWLEDGEMENT

STATE OF KANSAS COUNTY OF JOHNSON

)) ss

On this 19th day of February, 2024, before me, a Notary Public, in and for said County and State, personally appeared <u>Christopher Shank</u>, known to me to be the person who executed the foregoing instrument, and acknowledged to me that he executed the same as his free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the county and state aforesaid, the day and year first above written.

Notary Public in and for said County and State

My commission expires:

a 12027 21

MARY JOHNSON TATE O My Appointment Expires NOTARY PUBLIC 9/21/27



Planning and Zoning Application Form

Application Type (check all that apply)

Land Use	Land Subdivision	Site Development	Use Permit	Other
□Rezoning □PUD Rezoning	Preliminary Plat Final Plat Minor Subdivision	☐ Final Site Plan ☐ Preliminary Dev Plan ☐ Final Dev Plan (PUD)	Special Use Homebased Business Short-Term Rental	Admin. Adjustment Variance Street Name Change Special Sign Permit
Project Informati	on and location			A service of the serv
Noland South Sho	pping Center			
Project Name				
A400 S. Noland Ro	oad, Independence, MO	64055		
Project Address/Loca				
N/A				
Sq. Ft. of Building	Acreage	Numbe	r of Lots/Tracts St	eam Buffer (Yes or No)
N/A				
Existing Zoning	Proposed Zor	ing Existin	g Land Use Pi	roposed Land Use
Basic Application	Requirements (See the	Planning & Zoning Appl	ication Guide for addition	al requirements)
Application Fe	Signed Application Form e escribing Details of Proj	🖸 One	24" x 36" set of plans for I PDF copy of a plat map or I Description of the prope	site plan
Contact Informat	ion			San State States
Applicant		Ow	ner	
Noland South Dev	elopment Company,	LLLP Noia	nd South Development	Company, LLLP
Name c/o William Moore,	Company , 4510 Belleview #300, ł	Nam (CMO 64111 4800	e (Main Street Suite 400, Ka	Company Insas City, MO 64112
Address		Addr	ess	
816-753-9200	bmcore@r	busepc.com 816-	482-0562	chris@shanklawfirm.com
Phone	Email	Phor	ie l	Email
Architect/Engine	er/Surveyor/Other:	Arc	hitect/Engineer/Surveyor,	Other:
Chris Vega	Odimo Arcl	nitects		
Name	Company	Nam	e (Company
701 E. 63rd St. #2	10, Kansas City, MO 64	1111		
Address		Addi	·ess	
816-708-1500	cvega@odi	mo.us		
Phone	Email	Phot	16	Email
The applicant her	reby agrees that the info	prmation provided above	is accurate.	
Applicant's Signat		Date Ow	ner's Signature	<u> </u>
The survey of the second secon			and the second sec	UNIC

Applicant's Signature

Owner's Signature

May 2022



MEETING DATE: January 9, 2024 STAFF: Brian L. Harker, Senior Planner

PROJECT NAME: Free-Standing Sign at Noland South Center

CASE NUMBER/REQUEST: Case 24-600-01 – Special Sign Permit – 4510 S. Noland Road – A request by Noland South Development Company, LLLP for approval of a Special Sign Permit.

APPLICANT: Noland South Development, LLLP

APPLICANT ADDRESS: 4510 Belleview #300, KCMO 64111

PROPERTY ADDRESS: 4510 S. Noland Road

SURROUNDING ZONING/LAND USE:

North: C-2 (General Commercial)....shopping center and restaurant

South: C-2 (General Commercial)....retail building

East: C-2 (General Commercial)....retail building and automotive repair

West: C-2 (General Commercial)....undeveloped lot

RECOMMENDATION

Staff recommends **APPROVAL** of a Special Sign Permit application for a 10-foot high monument sign sited within the 5-foot exterior lot setback for the lot addressed as 4510 S. Noland Road of the Noland South Place Shopping Center.

PROJECT DESCRIPTION & BACKGROUND INFORMATION

PROJECT DESCRIPTION:

The applicant requests approval to set one of three previously approved monument signs (the south sign) within the 5-foot exterior lot setback for the lot addressed as 4510 S. Noland Road of the Noland South Place Shopping Center. (Additionally, a license aggreement approved by the City Council will be needed as well because the sign will encroach into the City's right-of-way). The sign placement is limited due to the configuration of the site.

BACKGROUND:

On March 14, 2023, the Noland South Development Company, LLLP appeared before the Independence Planning Commission for approval of three free-standing signs (with two on one lot) with heights of 15-feet 11-inches and 10-feet. The proposed signs will be CID-funded improvements. The applicant believes that the existing pole signage is dated and in need of replacement.

The proposed south sign will have a 70-square foot face setting on a masonry base and be 10-feet high. The face of the sign will contain separate sections for each tenant. This Special Sign

Permit is requested to allow the proposed sign to be sited at the location of the current sign within the required five-foot exterior setback and encroaching into the City's right-of-way.

The sign permit for the monument sign must show a landscaping plan with a planting area extending three feet in every direction from the sign.

ANALYSIS

Consistency with Independence for All, Strategic Plan:

The addition of this sign help 'Grow retail and commercial business' in the city.

Comprehensive Plan Guiding Land Use Principles:

This sign will help promote quality in the design along the Noland Road corridor. The Guiding Principle most relevant to this proposal is that it could help to, "Adapt retail sector to marketplace trends".

Site Plan:

The submittal includes a site plan showing the required sign setback for all three proposed signs and the sign distances from the right-of-way.

Elevations and Landscaping:

The submittal includes the elevations of the masonry monument signs with contemplated landscaping. Accompanying the required sign permits; individual landscaping plans are necessary for the areas within three feet around the signs.

Historic and Archeological Sites:

There do not appear to be any significant historic or archeological sites on the property.

CIP Investments:

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

REVIEW CRITERIA

Recommendations to and decisions of the Planning Commission on Special Sign Permit applications must be based on consideration of the following:

- 1. **The purpose and intent of the article** *The request will allow for the construction of the proposed monument sign at the site of the existing poll sign already located within the right-of-way.*
- 2. **Use of the facility** *The location will continue to be a shopping center with multiple service and retail tenants.*
- 3. **Size of the site** The lot containing the new signage is 99,244-square feet in area. The configuration of the site limits the sign placement.
- 4. Height of the sign The elevations indicate the height of the new sign will be 10 feet.
- 5. Number, size, and height of signs on the surrounding properties Being along one of the City's major commercial corridors, the surrounding properties feature an assortment of monument and pole signs. Some of the legal-nonconforming pole signs are quite tall.

- 6. Number, size, and height of signs previously approved for similar uses within the community Some of eight-foot plus signs have been approved in the monument sign only designated area. Nearby, a variance was approved for an oversized monument sign at the Red Lobster approximately a decade ago.
- 7. **Surrounding zoning and land uses** Properties along the Noland Road corridor have long been zoned for some level of commercial (primarily C-2) and are in use by an assortment of small business from fast-food restaurants to hotels to offices to shopping centers.
- 8. **Topography of the site** *The base of the southern-most sign will be level with S. Noland Road.*
- 9. Any other factor relating to:
 - a. The physical character of the sign, excluding content except for obscenity *The proposed sign is not out of character with other existing signage along this commercial corridor.*
 - b. Its physical relationship to the principal building and site *The proposed signage will identify the tenants in shopping center. The configuration of the building and parking lot limit the location of the sign.*
 - c. Any unique visibility considerations As the proposed signage appears to have no obstructions, it should not create any visibility concerns.

<u>EXHIBITS</u>

- 1. Revised Narrative
- 2. Corrected Application
- 3. UDO Code
- 4. Aerial Map
- 5. Drawings Revisions
- 6. Parking and Landscaping Plan

MINUTES INDEPENDENCE CITY PLANNING COMMISSION January 9, 2024

MEMBERS PRESENT

Cindy McClain, Chair Butch Nesbitt, Vice-Chair Heather Wiley* Laurie Dean Wiley Eric Ashbaugh Dan O'Neill

STAFF PRESENT

Brian Harker – Senior Planner Joshua Garrett – Planner Rick Arroyo – Assistant Director Mitch Langford – City Prosecutor

A meeting of the Independence City Planning Commission was held at 6:00 p.m. on January 9, 2024, in the Independence City Hall Council Chambers, 111 E. Maple Ave. The meeting was called to order. *Commissioner H. Wiley participated in the meeting via Microsoft Teams.

CONSENT AGENDA

Planning Commission Minutes – December 12, 2023 Case 24-600-01 – Special Sign Permit – 4510 S. Noland Road Case 24-320-01 – Final Plat – Redwood Independence

Motion

Commissioner Nesbitt made a motion to approve the Consent Agenda. Commissioner L. Wiley seconded the motion. The motion passed with six affirmative votes.

PUBLIC HEARINGS

Continued Case 23-400-19 – Short-Term Rental – 25550 E. Bundschu Road <u>Staff Presentation</u>

Josh Garrett presented the case. Mr. Garrett 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. Garrett reviewed the following conditions:

- 1. The Short-Term Rental shall obtain a business license in accordance with the City Code and comply with Article 3, Chapter 5 of the City Code. The occupation license number shall be listed on all advertisements and online platforms.
- 2. The business must comply with all safety and other standards established by Section 14-420 of the City Code.
- 3. The maximum occupancy of the premises shall be limited six (6) adults and no more eight (8) persons in total.
- 4. The maximum number of bedrooms shall be three (3).
- 5. The noise monitoring system shall be installed and activated, the Good Neighbor Guidelines, evacuation plan and other notices must be properly posted, prior to approval of the business license.

In response to Commissioner Nesbitt's question, Mr. Garrett said they recently became aware about an issue with the septic system on the property. Mr. Garrett noted that if there is an issue with the septic system, it will have to be fixed before a business license can be issued.

Applicant Comments

Quentin Kearney, 25550 E. Bundschu, stated there are three septic systems on the property, one for each building. Mr. Kearney said he has experience running a Short-Term Rental. He advised to protect their properties, they don't auto-accept reservations and research the social media accounts of those that will be staying at the residence. Mr. Kearney said the house is updated and they have a lot of animals around the property.

Public Comments

No public comments.

<u>Motion</u>

Commissioner Nesbitt made a motion to approve Continued Case 23-400-19 – Short-Term Rental – 25550 E. Bundschu Road, with conditions as outlined by staff. Commissioner O'Neill seconded the motion. The motion passed with six affirmative votes.

Case 24-400-01 – Short-Term Rental – 9619 E. 29th Terrace S <u>Staff Presentation</u>

Josh Garrett presented the case. Mr. Garrett 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. Garrett reviewed the following conditions:

- 1. The Short-Term Rental shall obtain a business license in accordance with the City Code and comply with Article 3, Chapter 5 of the City Code. The occupation license number shall be listed on all advertisements and online platforms.
- 2. The business must comply with all safety and other standards established by Section 14-420 of the City Code.
- 3. The maximum occupancy of the premises shall be limited four (4) adults and no more six (6) persons in total.
- 4. The maximum number of bedrooms shall be two (2).
- 5. The noise monitoring system shall be installed and activated, the Good Neighbor Guidelines, evacuation plan and other notices must be properly posted, prior to approval of the business license.

Applicant Comments

Laneshia Neely, 9619 E. 29th Terrace S, stated she wants to go back to school and doesn't want to take out student loans. She stated she's hoping to earn extra income by renting out her home when she goes to stay with her parents nearby. Ms. Neely said she's rehabbed the house and will be very selective on who can rent her home.

In response to Commissioner H. Wiley's question, Ms. Neeley said she is prepared to pay for the noise monitoring devise to be in compliance with the regulations.

In response to Commissioner O'Neill's question, her parents are around 20 minutes away.

In response to Commissioner Ashbaugh's question, Mr. Garrett said before the business license is issued, they ensure all the conditions have been followed. He said the business license is good

for one year and before renewing the business license, they would ensure the regulations are still be adhered to.

Public Comments

No public comments.

<u>Motion</u>

Commissioner O'Neill made a motion to approve Case 24-400-01 – Short-Term Rental – 9619 E. 29^{th} Terrace S, with conditions as outlined by staff. Commissioner Ashbaugh seconded the motion. The motion passed with six affirmative votes.

ROUNDTABLE

Chairwoman McClain noted Commissioner Ferguson's partner passed away and that thoughts are with her during this difficult time.

Commissioner L. Wiley requested staff get Commissioner O'Neill and Ashbaugh the recent training materials.

Commissioner O'Neill noted Northpoint is opening one of their buildings next Wednesday and there is a Chamber Luncheon.

Commissioner H. Wiley thanked everyone for allowing her to attend the meeting virtually.

ADJOURNMENT

The meeting was adjourned at 6:41 p.m.



January 18, 2024

Noland South Development Company, LLLP c/o William Moore 4510 Belleview Kansas City, MO 64111

RE: Special Sign Permit - CASE #24-600-01

Mr. Moore:

This letter is to inform you that your request for Special Sign Permit at 4510 S. Noland Road was approved by the City Planning Commission during its meeting on January 9, 2024.

If you have any questions, please feel free to contact me at (816) 325-7823.

Sincerely,

Brian L. Harker

Brian L. Harker Senior Planner

C: Business Licensing File



Noland South Shopping Center Independence, MO

Refined Site Improvement Concept



SIGN TYPE A









SOLID MASONRY BASE &



NOLAND INDICATOR











City of Independence AGENDA ITEM COVER SHEET

Agenda Title:

Council action is requested to expend \$53,250.00 in purchase orders to Hughes Brothers Inc, for Transmission Pole Replacement project, H-frame structure materials for the Power & Light Department.

Recommendations:

Independence Power & Light (IPL) staff recommends issuing purchase orders for the Transmission Pole Replacement project H-frame structure materials.

Background:

Power and Light (IPL) routinely replaces structures as required due to the structures being in poor condition. Supports, braces, and hardware are needed to fully assemble a transmission structure.

Purchase of Hughes material will be used in the replacement of an H-frame structure on the Eckles Rd substation to Sibley power station line and an H-frame structure on the Evergy Blue Mills to Eckles Rd line. Material stock will be maintained in the warehouse for repairs to structures that are not currently scheduled for replacement. The Transmission Pole Replacement project was designed for the use of Hughes materials.

Fiscal Impact:

The fiscal impact to the City is \$53,250. Funding for the Emergency Replacement of Transmission Poles for \$35,500 is included in the fiscal year 2023-2024 adopted budget, page number 253, account number 0207020-5406-202405-C. Funding for the Transmission Pole Replacement for \$17,750 is included in the fiscal year 2022-2023 adopted budget, page number 243, account number 0207020-5406-202111-C, IPL Fund 020.

REVIEWERS:

Action

Department Purchasing Division (Finance Department) Approved Power and Light Department Approved Finance Department Approved **City Managers Office** Approved **City Clerk Department** Approved

Council Action:

Council Action:

ATTACHMENTS:

Description

- Transmission Pole Replacement H-frame materials replacement Limited Source Justification Form #1 D
- Transmission Pole Replacement H-frame materials replacement Limited Source Justification Form #2 D
- Hughes Brothers Supplier Confirmation Letter D
- Transmission Pole Hughes Council Area Map D

Type

Additional Explanation Additional Explanation Additional Explanation Exhibit



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.				
Proposed supplier name and address: Hughes Brothers Inc. 210 N. 13th St. Seward, NE 68434	Estimated cost: \$35,500.00			
Purchase Requisition #: 20242587		Munis Vendor ID # 200415 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.	Transmission Pole replace	ement project h-frame materials		
What are the specific <u>necessary</u> features that this supplier provides that are not available from other suppliers?	Entire project designed for use of Hughes materials. Redesign necessary if not used.			
Describe your efforts to identify other potential sources and how similar goods or services are <u>unable</u> to meet the required objective.	Hughes area supplier			
*Testing and Evaluations performed to support standardization.				

*How will standardization support the department/agency?		
Is this a one-time procurement?	*On-going Limited Source pro <u>every two years</u> .	ocurement requires justification to be renewed
PRICE REASONABLE	NESS (Check all that apply and a	attach back-up documentation)
attachments and the proposed p	rice is similar or less. <u>Attach rel</u>	e lists, or market prices as documented in the l <mark>evant documentation</mark> . similar proposals, or knowledge imparted by
technical experts.		
The price is set by law or regulatingOther:	ions.	
Back-up documentation is attach	ied.	
to Limited source this purchase when the	ere are other known suppliers t by certify that this justification f	als or firms been a deciding influence on my request to exist. for Limited source procurement is accurate and
Printed/Typed Name: J. Fett		Title:2/19/24
Note: If additional space is required, att	ach additional sheets of paper a	and submit with this completed form.
In the		Director 2/22/24



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.

Proposed supplier name and address: Estimated cost: \$17,750.00				
Hughes Brothers Inc. 210 N. 13th St. Seward, NE 68434				
Purchase Requisition #:20242586Munis Vendor ID # 200415Or 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 Transmission Pole replacement project h-frame materials services.				
What are the specific necessary features that this supplier provides that are not available from other suppliers?Entire project designed for use of Hughes materials. Redesign necessary if not used.				
Describe your efforts to identify other potential sources and how similar goods or services are <u>unable</u> to meet the required objective.				
*Testing and Evaluations performed to support standardization.				

*How will standardization support the department/agency?				
Is this a one-time procurement?	*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)				
I reviewed the proposed price to attachments and the proposed place	current published catalog, price lists, or market prices as documented in the rice is similar or less. <u>Attach relevant documentation</u> .			
	narket, my experience of prior similar proposals, or knowledge imparted by			
The price is set by law or regulati	ons.			
Other:				
Back-up documentation is attach	ied.			
appears to be in the best interest of the involvement in any way with this request personal familiarity with particular brand to Limited source this purchase when the	by certify that this justification for Limited source procurement is accurate and			
Printed/Typed Name: J. Fett	Title:2/19/24			
Note: If additional space is required, att	ach additional sheets of paper and submit with this completed form. $Director \frac{2}{22}/24$			



February 27, 2024

Attn: AJ Hemperly, City of Independence, MO

The C3760-B-2XB transmission structure package was designed with the City of Independence, MO, and Hughes Brothers, to use materials manufactured by Hughes Brothers as the direct supplier.



Sincerely,

Quality Forged Daily.

Joe Troester, P.E. Engineering Manager Hughes Brothers, Inc. Area Map – H Frames Transmission Pole Replacement Project



Evergy Blue Mills to Eckles Rd: #1 cloud identifies structure 59

Eckles Rd substation to Sibley power station: #1 cloud identifies structure 95



City of Independence AGENDA ITEM COVER SHEET

Agenda Title:

Council action is requested to authorize the City Manager to sign the Federal Transit Administration FY 2024 Annual Certification and Assurances.

Recommendations:

City staff recommends approval.

Executive Summary:

The Federal Transit Administration (FTA), as part of receiving FTA funding, requires the City to certify that it will comply with the federal requirements outlined in the Certifications and Assurances. This resolution would authorize the City Manager to sign the FY 2024 C&As with affirmation by the City Attorney.

Background:

Awards of FTA funding are subject to certain mandatory certifications on the part of the recipient. These certifications are required by statutes, regulations, and/or FTA or U.S. DOT policies. For the convenience of FTA's recipients, FTA consolidates all required certifications into a single document called the Certifications and Assurances that each applicant must submit once annually in any fiscal year in which it will apply for a new award or an amendment to an existing award.

The Certifications and Assurances are grouped into several categories that broadly correspond with FTA's funding programs or the activities to be undertaken in an award. For the applicant's convenience, FTA's Certifications and Assurances provide an option for the applicant to make all certifications at once, instead of selecting specific certifications. Not every provision of every certification will apply to every applicant or award. If a provision of a certification does not apply to the applicant or its award, FTA will not enforce that provision.

Department:	Community	Contact Person:	Tom Scannell
Development		Contact i ci son.	

REVIEWERS:

Department

Community Development Department Finance Department City Managers Office City Clerk Department

Council Action:

ATTACHMENTS:

Description

D Certification & Assurances

Action Approved Approved Approved

Council Action:

Type Backup Material Not every provision of every certification will apply to every applicant or award. If a provision of a certification does not apply to the applicant or its award, FTA will not enforce that provision.

Text in italic is guidance to the public. It does not have the force and effect of law, and is not meant to bind the public in any way. It is intended only to provide clarity to the public regarding existing requirements under the law or agency policies.

CATEGORY 1. CERTIFICATIONS AND ASSURANCES REQUIRED OF EVERY APPLICANT.

All applicants must make the certifications in this category.

1.1. Standard Assurances.

The certifications in this subcategory appear as part of the applicant's registration or annual registration renewal in the System for Award Management (SAM.gov) and on the Office of Management and Budget's standard form 424B "Assurances—Non-Construction Programs". This certification has been modified in places to include analogous certifications required by U.S. DOT statutes or regulations.

As the duly authorized representative of the applicant, you certify that the applicant:

- (a) Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.
- (b) Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
- (c) Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
- (d) Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
- Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§ 4728–4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 CFR 900, Subpart F).

- (f) Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to:
 - 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, as effectuated by U.S. DOT regulation 49 CFR Part 21;
 - 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, as effectuated by U.S. DOT regulation 49 CFR Part 25;
 - (3) Section 5332 of the Federal Transit Law (49 U.S.C. § 5332), which prohibits any person being excluded from participating in, denied a benefit of, or discriminated against under, a project, program, or activity receiving financial assistance from FTA because of race, color, religion, national origin, sex, disability, or age.
 - Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps, as effectuated by U.S. DOT regulation 49 CFR Part 27;
 - (5) The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101–6107), which prohibits discrimination on the basis of age;
 - (6) The Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse;
 - (7) The comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91–616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
 - (8) Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§ 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;
 - (9) 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;
 - (10) Any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and,
 - (11) the requirements of any other nondiscrimination statute(s) which may apply to the application.
- (g) Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 ("Uniform Act") (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases. The requirements of the Uniform Act are effectuated by U.S. DOT regulation 49 CFR Part 24.

- (h) Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§ 1501–1508 and 7324–7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
- Will comply, as applicable, with the provisions of the Davis–Bacon Act (40 U.S.C. §§ 276a to 276a-7), the Copeland Act (40 U.S.C. § 276c and 18 U.S.C. § 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327–333), regarding labor standards for federally assisted construction subagreements.
- (j) Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
- (k) Will comply with environmental standards which may be prescribed pursuant to the following:
 - Institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514;
 - (2) Notification of violating facilities pursuant to EO 11738;
 - (3) Protection of wetlands pursuant to EO 11990;
 - (4) Evaluation of flood hazards in floodplains in accordance with EO 11988;
 - (5) Assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§ 1451 et seq.);
 - (6) Conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§ 7401 et seq.);
 - (7) Protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and
 - (8) Protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93–205).
- Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§ 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
- (m) Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. § 470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§ 469a-1 et seq.).
- (n) Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
- (o) Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§ 2131 et seq.) pertaining to the care, handling, and treatment of warm blooded

animals held for research, teaching, or other activities supported by this award of assistance.

- (p) Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§ 4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
- (q) Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and 2 CFR Part 200, Subpart F, "Audit Requirements", as adopted and implemented by U.S. DOT at 2 CFR Part 1201.
- (r) Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing the program under which it is applying for assistance.
- (s) Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. § 7104) which prohibits grant award recipients or a subrecipient from:
 - (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect;
 - (2) Procuring a commercial sex act during the period of time that the award is in effect; or
 - (3) Using forced labor in the performance of the award or subawards under the award.

1.2. Standard Assurances: Additional Assurances for Construction Projects.

This certification appears on the Office of Management and Budget's standard form 424D "Assurances—Construction Programs" and applies specifically to federally assisted projects for construction. This certification has been modified in places to include analogous certifications required by U.S. DOT statutes or regulations.

As the duly authorized representative of the applicant, you certify that the applicant:

- (a) Will not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency; will record the Federal awarding agency directives; and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure nondiscrimination during the useful life of the project.
- (b) Will comply with the requirements of the assistance awarding agency with regard to the drafting, review, and approval of construction plans and specifications.
- (c) Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work confirms with the approved plans and specifications, and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.

1.3. Procurement.

The Uniform Administrative Requirements, 2 CFR § 200.325, allow a recipient to self-certify that its procurement system complies with Federal requirements, in lieu of submitting to certain pre-procurement reviews.

The applicant certifies that its procurement system complies with:

- (a) U.S. DOT regulations, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," 2 CFR Part 1201, which incorporates by reference U.S. OMB regulatory guidance, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," 2 CFR Part 200, particularly 2 CFR §§ 200.317–200.327 "Procurement Standards;
- (b) Federal laws, regulations, and requirements applicable to FTA procurements; and
- (c) The latest edition of FTA Circular 4220.1 and other applicable Federal guidance.

1.4. Suspension and Debarment.

Pursuant to Executive Order 12549, as implemented at 2 CFR Parts 180 and 1200, prior to entering into a covered transaction with an applicant, FTA must determine whether the applicant is excluded from participating in covered non-procurement transactions. For this purpose, FTA is authorized to collect a certification from each applicant regarding the applicant's exclusion status. 2 CFR § 180.300. Additionally, each applicant must disclose any information required by 2 CFR § 180.335 about the applicant and the applicant's principals prior to entering into an award agreement with FTA. This certification serves both purposes.

The applicant certifies, to the best of its knowledge and belief, that the applicant and each of its principals:

- Is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily or involuntarily excluded from covered transactions by any Federal department or agency;
- (b) Has not, within the preceding three years, been convicted of or had a civil judgment rendered against him or her for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public or private agreement or transaction; violation of Federal or State antitrust statutes, including those proscribing price fixing between competitors, allocation of customers between competitors, and bid rigging; commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice; or commission of any other offense indicating a lack of business integrity or business honesty;

- (c) Is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any offense described in paragraph (b) of this certification;
- (d) Has not, within the preceding three years, had one or more public transactions (Federal, State, or local) terminated for cause or default.

1.5. Coronavirus Response and Relief Supplemental Appropriations Act, 2021, and CARES Act Funding.

The applicant certifies:

- (a) To the maximum extent possible, funds made available under title IV of division M of the Consolidated Appropriations Act, 2021 (Public Law 116–260), and in title XII of division B of the CARES Act (Public Law 116–136; 134 Stat. 599) shall be directed to payroll and operations of public transit (including payroll and expenses of private providers of public transportation); or
- (b) The applicant certifies that the applicant has not furloughed any employees.

1.6. American Rescue Plan Act Funding.

The applicant certifies:

- (a) Funds made available by Section 3401(a)(2)(A) of the American Rescue Plan Act of 2021 (Public Law 117-2) shall be directed to payroll and operations of public transportation (including payroll and expenses of private providers of public transportation); or
- (b) The applicant certifies that the applicant has not furloughed any employees.

CATEGORY 2. PUBLIC TRANSPORTATION AGENCY SAFETY PLANS

This certification is required of each applicant under the Urbanized Area Formula Grants Program (49 U.S.C. § 5307), each rail operator that is subject to FTA's state safety oversight programs, and each State that is required to draft and certify a Public Transportation Agency Safety Plan on behalf of a Small Public Transportation Provider (as that term is defined at 49 CFR § 673.5) pursuant to 49 CFR § 673.11(d).

This certification is required by 49 U.S.C. § 5307(c)(1)(L), 49 U.S.C. § 5329(d)(1), and 49 CFR § 673.13. This certification is a condition of receipt of Urbanized Area Formula Grants Program (49 U.S.C. § 5307) funding.

This certification does not apply to any applicant that only receives financial assistance from FTA under the Formula Grants for the Enhanced Mobility of Seniors Program (49 U.S.C.

§ 5310), the Formula Grants for Rural Areas Program (49 U.S.C. § 5311), or combination of these two programs, unless it operates a rail fixed guideway public transportation system.

If the applicant is an operator, the applicant certifies that it has established a Public Transportation Agency Safety Plan meeting the requirements of 49 U.S.C. § 5329(d)(1) and 49 CFR Part 673; including, specifically, that the board of directors (or equivalent entity) of the applicant has approved, or, in the case of an applicant that will apply for assistance under 49 U.S.C. § 5307 that is serving an urbanized area with a population of 200,000 or more, the safety committee of the entity established under 49 U.S.C. § 5329(d)(5), followed by the board of directors (or equivalent entity) of the applicant has approved, the Public Transportation Agency Safety Plan or any updates thereto; and, for each recipient serving an urbanized area with a population of fewer than 200,000, that the Public Transportation Agency Safety Plan has been developed in cooperation with frontline employee representatives.

If the applicant is a State that drafts and certifies a Public Transportation Agency Safety Plan on behalf of a public transportation operator, the applicant certifies that:

- (a) It has drafted and certified a Public Transportation Agency Safety Plan meeting the requirements of 49 U.S.C. § 5329(d)(1) and 49 CFR Part 673 for each Small Public Transportation Provider (as that term is defined at 49 CFR § 673.5) in the State, unless the Small Public Transportation Provider provided notification to the State that it was opting out of the State-drafted plan and drafting its own Public Transportation Agency Safety Plan; and
- (b) Each Small Public Transportation Provider within the State that opts to use a Statedrafted Public Transportation Agency Safety Plan has a plan that has been approved by the provider's Accountable Executive (as that term is defined at 49 CFR § 673.5), Board of Directors or Equivalent Authority (as that term is defined at 49 CFR § 673.5), and, if the Small Public Transportation Provider serves an urbanized area with a population of 200,000 or more, the safety committee of the Small Public Transportation Provider established under 49 U.S.C. § 5329(d)(5).

CATEGORY 3. TAX LIABILITY AND FELONY CONVICTIONS.

If the applicant is a business association (regardless of for-profit, not for-profit, or tax exempt status), it must make this certification. Federal appropriations acts since at least 2014 have prohibited FTA from using funds to enter into an agreement with any corporation that has unpaid Federal tax liabilities or recent felony convictions without first considering the corporation for debarment. E.g., Consolidated Appropriations Act, 2023, Pub. L. 117-328, div. E, tit. VII, §§ 744–745. U.S. DOT Order 4200.6 defines a "corporation" as "any private corporation, partnership, trust, joint-stock company, sole proprietorship, or other business association", and applies the restriction to all tiers of subawards. As prescribed by U.S. DOT

Order 4200.6, *FTA* requires each business association applicant to certify as to its tax and felony status.

If the applicant is a private corporation, partnership, trust, joint-stock company, sole proprietorship, or other business association, the applicant certifies that:

- (a) It has no unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and
- (b) It has not been convicted of a felony criminal violation under any Federal law within the preceding 24 months.

CATEGORY 4. LOBBYING.

If the applicant will apply for a grant or cooperative agreement exceeding \$100,000, or a loan, line of credit, loan guarantee, or loan insurance exceeding \$150,000, it must make the following certification and, if applicable, make a disclosure regarding the applicant's lobbying activities. This certification is required by 49 CFR § 20.110 and app. A to that part.

This certification does not apply to an applicant that is an Indian Tribe, Indian organization, or an Indian tribal organization exempt from the requirements of 49 CFR Part 20.

4.1. Certification for Contracts, Grants, Loans, and Cooperative Agreements.

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an 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, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and

contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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 section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

4.2. Statement for Loan Guarantees and Loan Insurance.

The undersigned states, to the best of his or her knowledge and belief, that:

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

CATEGORY 5. PRIVATE SECTOR PROTECTIONS.

If the applicant will apply for funds that it will use to acquire or operate public transportation facilities or equipment, the applicant must make the following certification regarding protections for the private sector.

5.1. Charter Service Agreement.

To enforce the provisions of 49 U.S.C. § 5323(d), FTA's charter service regulation requires each applicant seeking assistance from FTA for the purpose of acquiring or operating any public transportation equipment or facilities to make the following Charter Service Agreement. 49 CFR § 604.4.

The applicant agrees that it, and each of its subrecipients, and third party contractors at any level who use FTA-funded vehicles, may provide charter service using equipment or facilities acquired with Federal assistance authorized under the Federal Transit Laws only in compliance with the regulations set out in 49 CFR Part 604, the terms and conditions of which are incorporated herein by reference.

5.2. School Bus Agreement.

To enforce the provisions of 49 U.S.C. § 5323(f), FTA's school bus regulation requires each applicant seeking assistance from FTA for the purpose of acquiring or operating any public transportation equipment or facilities to make the following agreement regarding the provision of school bus services. 49 CFR § 605.15.

- (a) If the applicant is not authorized by the FTA Administrator under 49 CFR § 605.11 to engage in school bus operations, the applicant agrees and certifies as follows:
 - (1) The applicant and any operator of project equipment agrees that it will not engage in school bus operations in competition with private school bus operators.
 - (2) The applicant agrees that it will not engage in any practice which constitutes a means of avoiding the requirements of this agreement, part 605 of the Federal Mass Transit Regulations, or section 164(b) of the Federal-Aid Highway Act of 1973 (49 U.S.C. 1602a(b)).
- (b) If the applicant is authorized or obtains authorization from the FTA Administrator to engage in school bus operations under 49 CFR § 605.11, the applicant agrees as follows:
 - (1) The applicant agrees that neither it nor any operator of project equipment will engage in school bus operations in competition with private school bus operators except as provided herein.
 - (2) The applicant, or any operator of project equipment, agrees to promptly notify the FTA Administrator of any changes in its operations which might jeopardize the continuation of an exemption under § 605.11.
 - (3) The applicant agrees that it will not engage in any practice which constitutes a means of avoiding the requirements of this agreement, part 605 of the Federal Transit Administration regulations or section 164(b) of the Federal-Aid Highway Act of 1973 (49 U.S.C. 1602a(b)).
 - (4) The applicant agrees that the project facilities and equipment shall be used for the provision of mass transportation services within its urban area and that any other use of project facilities and equipment will be incidental to and shall not interfere with the use of such facilities and equipment in mass transportation service to the public.

CATEGORY 6. TRANSIT ASSET MANAGEMENT PLAN.

If the applicant owns, operates, or manages capital assets used to provide public transportation, the following certification is required by 49 U.S.C. § 5326(a).

The applicant certifies that it is in compliance with 49 CFR Part 625.

CATEGORY 7. ROLLING STOCK BUY AMERICA REVIEWS AND BUS TESTING.

7.1. Rolling Stock Buy America Reviews.

If the applicant will apply for an award to acquire rolling stock for use in revenue service, it must make this certification. This certification is required by 49 CFR § 663.7.

The applicant certifies that it will conduct or cause to be conducted the pre-award and postdelivery audits prescribed by 49 CFR Part 663 and will maintain on file the certifications required by Subparts B, C, and D of 49 CFR Part 663.

7.2. Bus Testing.

If the applicant will apply for funds for the purchase or lease of any new bus model, or any bus model with a major change in configuration or components, the applicant must make this certification. This certification is required by 49 CFR § 665.7.

The applicant certifies that the bus was tested at the Bus Testing Facility and that the bus received a passing test score as required by 49 CFR Part 665. The applicant has received or will receive the appropriate full Bus Testing Report and any applicable partial testing reports before final acceptance of the first vehicle.

CATEGORY 8. URBANIZED AREA FORMULA GRANTS PROGRAM.

If the applicant will apply for an award under the Urbanized Area Formula Grants Program (49 U.S.C. § 5307), or any other program or award that is subject to the requirements of 49 U.S.C. § 5307, including the Formula Grants for the Enhanced Mobility of Seniors Program (49 U.S.C. § 5310); "flex funds" from infrastructure programs administered by the Federal Highways Administration (see 49 U.S.C. § 5334(i)); projects that will receive an award authorized by the Transportation Infrastructure Finance and Innovation Act ("TIFIA") (23 U.S.C. § 601–609) or State Infrastructure Bank Program (23 U.S.C. § 610) (see 49 U.S.C. § 5323(o)); formula awards or competitive awards to urbanized areas under the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339(a) and (b)); or low or no emission awards to any area under the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5309(a)), the applicant must make the following certification. This certification is required by 49 U.S.C. § 5307(c)(1).

The applicant certifies that it:

- (a) Has or will have the legal, financial, and technical capacity to carry out the program of projects (developed pursuant 49 U.S.C. § 5307(b)), including safety and security aspects of the program;
- (b) Has or will have satisfactory continuing control over the use of equipment and facilities;

- (c) Will maintain equipment and facilities in accordance with the applicant's transit asset management plan;
- (d) Will ensure that, during non-peak hours for transportation using or involving a facility or equipment of a project financed under this section, a fare that is not more than 50 percent of the peak hour fare will be charged for any—
 - (1) Senior;
 - (2) Individual who, because of illness, injury, age, congenital malfunction, or any other incapacity or temporary or permanent disability (including an individual who is a wheelchair user or has semi-ambulatory capability), cannot use a public transportation service or a public transportation facility effectively without special facilities, planning, or design; and
 - (3) Individual presenting a Medicare card issued to that individual under title II or XVIII of the Social Security Act (42 U.S.C. §§ 401 et seq., and 1395 et seq.);
- (e) In carrying out a procurement under 49 U.S.C. § 5307, will comply with 49 U.S.C.
 §§ 5323 (general provisions) and 5325 (contract requirements);
- (f) Has complied with 49 U.S.C. § 5307(b) (program of projects requirements);
- (g) Has available and will provide the required amounts as provided by 49 U.S.C. § 5307(d) (cost sharing);
- (h) Will comply with 49 U.S.C. §§ 5303 (metropolitan transportation planning) and 5304 (statewide and nonmetropolitan transportation planning);
- (i) Has a locally developed process to solicit and consider public comment before raising a fare or carrying out a major reduction of transportation;
- (j) Either—
 - (1) Will expend for each fiscal year for public transportation security projects, including increased lighting in or adjacent to a public transportation system (including bus stops, subway stations, parking lots, and garages), increased camera surveillance of an area in or adjacent to that system, providing an emergency telephone line to contact law enforcement or security personnel in an area in or adjacent to that system, and any other project intended to increase the security and safety of an existing or planned public transportation system, at least 1 percent of the amount the recipient receives for each fiscal year under 49 U.S.C. § 5336; or
 - (2) Has decided that the expenditure for security projects is not necessary;
- (k) In the case of an applicant for an urbanized area with a population of not fewer than 200,000 individuals, as determined by the Bureau of the Census, will submit an annual report listing projects carried out in the preceding fiscal year under 49 U.S.C. § 5307 for associated transit improvements as defined in 49 U.S.C. § 5302; and
- (1) Will comply with 49 U.S.C. § 5329(d) (public transportation agency safety plan).
CATEGORY 9. FORMULA GRANTS FOR RURAL AREAS.

If the applicant will apply for funds made available to it under the Formula Grants for Rural Areas Program (49 U.S.C. § 5311), it must make this certification. Paragraph (a) of this certification helps FTA make the determinations required by 49 U.S.C. § 5310(b)(2)(C). Paragraph (b) of this certification is required by 49 U.S.C. § 5311(f)(2). Paragraph (c) of this certification, which applies to funds apportioned for the Appalachian Development Public Transportation Assistance Program, is necessary to enforce the conditions of 49 U.S.C. § 5311(c)(2)(D).

- (a) The applicant certifies that its State program for public transportation service projects, including agreements with private providers for public transportation service—
 - (1) Provides a fair distribution of amounts in the State, including Indian reservations; and
 - (2) Provides the maximum feasible coordination of public transportation service assisted under 49 U.S.C. § 5311 with transportation service assisted by other Federal sources; and
- (b) If the applicant will in any fiscal year expend less than 15% of the total amount made available to it under 49 U.S.C. § 5311 to carry out a program to develop and support intercity bus transportation, the applicant certifies that it has consulted with affected intercity bus service providers, and the intercity bus service needs of the State are being met adequately.
- (c) If the applicant will use for a highway project amounts that cannot be used for operating expenses authorized under 49 U.S.C. § 5311(c)(2) (Appalachian Development Public Transportation Assistance Program), the applicant certifies that—
 - (1) It has approved the use in writing only after providing appropriate notice and an opportunity for comment and appeal to affected public transportation providers; and
 - (2) It has determined that otherwise eligible local transit needs are being addressed.

CATEGORY 10. FIXED GUIDEWAY CAPITAL INVESTMENT GRANTS AND THE EXPEDITED PROJECT DELIVERY FOR CAPITAL INVESTMENT GRANTS PILOT PROGRAM.

If the applicant will apply for an award under any subsection of the Fixed Guideway Capital Investment Program (49 U.S.C. § 5309), including an award made pursuant to the FAST Act's Expedited Project Delivery for Capital Investment Grants Pilot Program (Pub. L. 114-94, div. A, title III, § 3005(b)), the applicant must make the following certification. This certification is required by 49 U.S.C. § 5309(c)(2) and Pub. L. 114-94, div. A, title III, § 3005(b)(3)(B).

The applicant certifies that it:

- (a) Has or will have the legal, financial, and technical capacity to carry out its Award, including the safety and security aspects of that Award,
- (b) Has or will have satisfactory continuing control over the use of equipment and facilities acquired or improved under its Award.
- (c) Will maintain equipment and facilities acquired or improved under its Award in accordance with its transit asset management plan; and
- (d) Will comply with 49 U.S.C. §§ 5303 (metropolitan transportation planning) and 5304 (statewide and nonmetropolitan transportation planning).

CATEGORY 11. GRANTS FOR BUSES AND BUS FACILITIES AND LOW OR NO EMISSION VEHICLE DEPLOYMENT GRANT PROGRAMS.

If the applicant is in an urbanized area and will apply for an award under subsection (a) (formula grants), subsection (b) (buses and bus facilities competitive grants), or subsection (c) (low or no emissions grants) of the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339), the applicant must make the certification in Category 8 for Urbanized Area Formula Grants (49 U.S.C. § 5307). This certification is required by 49 U.S.C. § 5339(a)(3), (b)(6), and (c)(3), respectively.

If the applicant is in a rural area and will apply for an award under subsection (a) (formula grants), subsection (b) (bus and bus facilities competitive grants), or subsection (c) (low or no emissions grants) of the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339), the applicant must make the certification in Category 9 for Formula Grants for Rural Areas (49 U.S.C. § 5311). This certification is required by 49 U.S.C. § 5339(a)(3), (b)(6), and (c)(3), respectively.

Making this certification will incorporate by reference the applicable certifications in Category 8 or Category 9.

If the applicant will receive a competitive award under subsection (b) (buses and bus facilities competitive grants), or subsection (c) (low or no emissions grants) of the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339) related to zero emissions vehicles or related infrastructure, it must make the following certification. This certification is required by 49 U.S.C. § 5339(d).

The applicant will use 5 percent of grants related to zero emissions vehicles (as defined in subsection (c)(1)) or related infrastructure under subsection (b) or (c) to fund workforce development training as described in section 49 U.S.C. § 5314(b)(2) (including registered apprenticeships and other labor-management training programs) under the recipient's plan to address the impact of the transition to zero emission vehicles on the applicant's current workforce; or the applicant certifies a smaller percentage is necessary to carry out that plan.

CATEGORY 12. ENHANCED MOBILITY OF SENIORS AND INDIVIDUALS WITH DISABILITIES PROGRAMS.

If the applicant will apply for an award under the Formula Grants for the Enhanced Mobility of Seniors and Individuals with Disabilities Program (49 U.S.C. § 5310), it must make the certification in Category 8 for Urbanized Area Formula Grants (49 U.S.C. § 5307). This certification is required by 49 U.S.C. § 5310(e)(1). Making this certification will incorporate by reference the certification in Category 8, except that FTA has determined that (d), (f), (i), (j), and (k) of Category 8 do not apply to awards made under 49 U.S.C. § 5310 and will not be enforced.

In addition to the certification in Category 8, the applicant must make the following certification that is specific to the Formula Grants for the Enhanced Mobility of Seniors and Individuals with Disabilities Program. This certification is required by 49 U.S.C. § 5310(e)(2).

The applicant certifies that:

- (a) The projects selected by the applicant are included in a locally developed, coordinated public transit-human services transportation plan;
- (b) The plan described in clause (a) was developed and approved through a process that included participation by seniors, individuals with disabilities, representatives of public, private, and nonprofit transportation and human services providers, and other members of the public;
- (c) To the maximum extent feasible, the services funded under 49 U.S.C. § 5310 will be coordinated with transportation services assisted by other Federal departments and agencies, including any transportation activities carried out by a recipient of a grant from the Department of Health and Human Services; and
- (d) If the applicant will allocate funds received under 49 U.S.C. § 5310 to subrecipients, it will do so on a fair and equitable basis.

CATEGORY 13. STATE OF GOOD REPAIR GRANTS.

If the applicant will apply for an award under FTA's State of Good Repair Grants Program (49 U.S.C. § 5337), it must make the following certification. Because FTA generally does not review the transit asset management plans of public transportation providers, the asset management certification is necessary to enforce the provisions of 49 U.S.C. § 5337(a)(4). The certification with regard to acquiring restricted rail rolling stock is required by 49 U.S.C. § 5323(u)(4). Note that this certification is not limited to the use of Federal funds.

The applicant certifies that the projects it will carry out using assistance authorized by the State of Good Repair Grants Program, 49 U.S.C. § 5337, are aligned with the applicant's most recent transit asset management plan and are identified in the investment and prioritization section of such plan, consistent with the requirements of 49 CFR Part 625.

If the applicant operates a rail fixed guideway service, the applicant certifies that, in the fiscal year for which an award is available to the applicant under the State of Good Repair Grants Program, 49 U.S.C. § 5337, the applicant will not award any contract or subcontract for the procurement of rail rolling stock for use in public transportation with a rail rolling stock manufacturer described in 49 U.S.C. § 5323(u)(1).

CATEGORY 14. INFRASTRUCTURE FINANCE PROGRAMS.

If the applicant will apply for an award for a project that will include assistance under the Transportation Infrastructure Finance and Innovation Act ("TIFIA") Program (23 U.S.C. §§ 601–609) or the State Infrastructure Banks ("SIB") Program (23 U.S.C. § 610), it must make the certifications in Category 8 for the Urbanized Area Formula Grants Program, Category 10 for the Fixed Guideway Capital Investment Grants program, and Category 13 for the State of Good Repair Grants program. These certifications are required by 49 U.S.C. § 5323(o).

Making this certification will incorporate the certifications in Categories 8, 10, and 13 by reference.

CATEGORY 15. ALCOHOL AND CONTROLLED SUBSTANCES TESTING.

If the applicant will apply for an award under FTA's Urbanized Area Formula Grants Program (49 U.S.C. § 5307), Fixed Guideway Capital Investment Program (49 U.S.C. § 5309), Formula Grants for Rural Areas Program (49 U.S.C. § 5311), or Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339) programs, the applicant must make the following certification. The applicant must make this certification on its own behalf and on behalf of its subrecipients and contractors. This certification is required by 49 CFR § 655.83.

The applicant certifies that it, its subrecipients, and its contractors are compliant with FTA's regulation for the Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations, 49 CFR Part 655.

CATEGORY 16. RAIL SAFETY TRAINING AND OVERSIGHT.

If the applicant is a State with at least one rail fixed guideway system, or is a State Safety Oversight Agency, or operates a rail fixed guideway system, it must make the following certification. The elements of this certification are required by 49 CFR §§ 672.31 and 674.39.

The applicant certifies that the rail fixed guideway public transportation system and the State Safety Oversight Agency for the State are:

- (a) Compliant with the requirements of 49 CFR Part 672, "Public Transportation Safety Certification Training Program"; and
- (b) Compliant with the requirements of 49 CFR Part 674, "Sate Safety Oversight".

CATEGORY 17. DEMAND RESPONSIVE SERVICE.

If the applicant operates demand responsive service and will apply for an award to purchase a non-rail vehicle that is not accessible within the meaning of 49 CFR Part 37, it must make the following certification. This certification is required by 49 CFR § 37.77.

The applicant certifies that the service it provides to individuals with disabilities is equivalent to that provided to other persons. A demand responsive system, when viewed in its entirety, is deemed to provide equivalent service if the service available to individuals with disabilities, including individuals who use wheelchairs, is provided in the most integrated setting appropriate to the needs of the individual and is equivalent to the service provided other individuals with respect to the following service characteristics:

- (a) Response time;
- (b) Fares;
- (c) Geographic area of service;
- (d) Hours and days of service;
- (e) Restrictions or priorities based on trip purpose;
- (f) Availability of information and reservation capability; and
- (g) Any constraints on capacity or service availability.

CATEGORY 18. INTEREST AND FINANCING COSTS.

If the applicant will pay for interest or other financing costs of a project using assistance awarded under the Urbanized Area Formula Grants Program (49 U.S.C. § 5307), the Fixed Guideway Capital Investment Grants Program (49 U.S.C. § 5309), or any program that must comply with the requirements of 49 U.S.C. § 5307, including the Formula Grants for the Enhanced Mobility of Seniors Program (49 U.S.C. § 5310), "flex funds" from infrastructure programs administered by the Federal Highways Administration (see 49 U.S.C. § 5334(i)), or awards to urbanized areas under the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339), the applicant must make the following certification. This certification is required by 49 U.S.C. §§ 5307(e)(3) and 5309(k)(2)(D).

The applicant certifies that:

- (a) Its application includes the cost of interest earned and payable on bonds issued by the applicant only to the extent proceeds of the bonds were or will be expended in carrying out the project identified in its application; and
- (b) The applicant has shown or will show reasonable diligence in seeking the most favorable financing terms available to the project at the time of borrowing.

CATEGORY 19. CYBERSECURITY CERTIFICATION FOR RAIL ROLLING STOCK AND OPERATIONS.

If the applicant operates a rail fixed guideway public transportation system, it must make this certification. This certification is required by 49 U.S.C. § 5323(v). For information about standards or practices that may apply to a rail fixed guideway public transportation system, visit https://www.nist.gov/cyberframework and https://www.cisa.gov/.

The applicant certifies that it has established a process to develop, maintain, and execute a written plan for identifying and reducing cybersecurity risks that complies with the requirements of 49 U.S.C. § 5323(v)(2).

CATEGORY 20. PUBLIC TRANSPORTATION ON INDIAN RESERVATIONS FORMULA AND DISCRETIONARY PROGRAM (TRIBAL TRANSIT PROGRAMS).

Before FTA may provide Federal assistance for an Award financed under either the Public Transportation on Indian Reservations Formula or Discretionary Program authorized under 49 U.S.C. § 5311(c)(1), as amended by the FAST Act, (Tribal Transit Programs), the applicant must select the Certifications in Category 21, except as FTA determines otherwise in writing. Tribal Transit Program applicants may certify to this Category and Category 1 (Certifications and Assurances Required of Every Applicant) and need not make any other certification, to meet Tribal Transit Program certification requirements. If an applicant will apply for any program in addition to the Tribal Transit Program, additional certifications may be required.

FTA has established terms and conditions for Tribal Transit Program grants financed with Federal assistance appropriated or made available under 49 U.S.C. § 5311(c)(1). The applicant certifies that:

- (a) It has or will have the legal, financial, and technical capacity to carry out its Award, including the safety and security aspects of that Award.
- (b) It has or will have satisfactory continuing control over the use of its equipment and facilities acquired or improved under its Award.
- It will maintain its equipment and facilities acquired or improved under its Award, in accordance with its transit asset management plan and consistent with FTA regulations, "Transit Asset Management," 49 CFR Part 625. Its Award will achieve maximum feasible coordination with transportation service financed by other federal sources.
- (d) With respect to its procurement system:
 - It will have a procurement system that complies with U.S. DOT regulations, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," 2 CFR Part 1201, which incorporates by reference U.S. OMB regulatory guidance, "Uniform Administrative Requirements, Cost

Principles, and Audit Requirements for Federal Awards," 2 CFR Part 200, for Awards made on or after December 26, 2014,

- It will have a procurement system that complies with U.S. DOT regulations,
 "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments," 49 CFR Part 18, specifically former 49 CFR § 18.36, for Awards made before December 26, 2014, or
- (3) It will inform FTA promptly if its procurement system does not comply with either of those U.S. DOT regulations.
- (e) It will comply with the Certifications, Assurances, and Agreements in:
 - (1) Category 05.1 and 05.2 (Charter Service Agreement and School Bus Agreement),
 - (2) Category 06 (Transit Asset Management Plan),
 - (3) Category 07.1 and 07.2 (Rolling Stock Buy America Reviews and Bus Testing),
 - (4) Category 09 (Formula Grants for Rural Areas),
 - (5) Category 15 (Alcohol and Controlled Substances Testing), and
 - (6) Category 17 (Demand Responsive Service).

CATEGORY 21. EMERGENCY RELIEF PROGRAM.

An applicant to the Public Transportation Emergency Relief Program, 49 U.S.C. § 5324, must make the following certification. The certification is required by 49 U.S.C. § 5324(f) and must be made before the applicant can receive a grant under the Emergency Relief program.

The applicant certifies that the applicant has insurance required under State law for all structures related to the emergency relief program grant application.

FEDERAL FISCAL YEAR 2024 CERTIFICATIONS AND ASSURANCES FOR FTA ASSISTANCE PROGRAMS

(Signature pages alternate to providing Certifications and Assurances in TrAMS.)

Name of Applicant:_____

The Applicant certifies to the applicable provisions of all categories: (*check here*) _____.

Or,

The Applicant certifies to the applicable provisions of the categories it has selected:

Categ	gory	Certification
01	Certifications and Assurances Required of Every Applicant	
02	Public Transportation Agency Safety Plans	
03	Tax Liability and Felony Convictions	
04	Lobbying	
05	Private Sector Protections	
06	Transit Asset Management Plan	
07	Rolling Stock Buy America Reviews and Bus Testing	
08	Urbanized Area Formula Grants Program	
09	Formula Grants for Rural Areas	
10	Fixed Guideway Capital Investment Grants and the Expedited Project Delivery for Capital Investment Grants Pilot Program	
11	Grants for Buses and Bus Facilities and Low or No Emission Vehicle Deployment Grant Programs	

12	Enhanced Mobility of Seniors and Individuals with Disabilities Programs	
13	State of Good Repair Grants	
14	Infrastructure Finance Programs	
15	Alcohol and Controlled Substances Testing	
16	Rail Safety Training and Oversight	
17	Demand Responsive Service	
18	Interest and Financing Costs	
19	Cybersecurity Certification for Rail Rolling Stock and Operations	
20	Tribal Transit Programs	
21	Emergency Relief Program	

CERTIFICATIONS AND ASSURANCES SIGNATURE PAGE

AFFIRMATION OF APPLICANT

Name of the Applicant:

BY SIGNING BELOW, on behalf of the Applicant, I declare that it has duly authorized me to make these Certifications and Assurances and bind its compliance. Thus, it agrees to comply with all federal laws, regulations, and requirements, follow applicable federal guidance, and comply with the Certifications and Assurances as indicated on the foregoing page applicable to each application its Authorized Representative makes to the Federal Transit Administration (FTA) in the federal fiscal year, irrespective of whether the individual that acted on his or her Applicant's behalf continues to represent it.

The Certifications and Assurances the Applicant selects apply to each Award for which it now seeks, or may later seek federal assistance to be awarded by FTA during the federal fiscal year.

The Applicant affirms the truthfulness and accuracy of the Certifications and Assurances it has selected in the statements submitted with this document and any other submission made to FTA, and acknowledges that the Program Fraud Civil Remedies Act of 1986, 31 U.S.C. § 3801 *et seq.*, and implementing U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR part 31, apply to any certification, assurance or submission made to FTA. The criminal provisions of 18 U.S.C. § 1001 apply to any certification, assurance, or submission made in connection with a federal public transportation program authorized by 49 U.S.C. chapter 53 or any other statute

____ Attorney for Applicant

In signing this document, I declare under penalties of perjury that the foregoing Certifications and Assurances, and any other statements made by me on behalf of the Applicant are true and accurate.

Signature	Date:
Name	Authorized Representative of Applican
AFFIRMATIO	N OF APPLICANT'S ATTORNEY
For (Name of Applicant):	

As the undersigned Attorney for the above-named Applicant, I hereby affirm to the Applicant that it has authority under state, local, or tribal government law, as applicable, to make and comply with the Certifications and Assurances as indicated on the foregoing pages. I further affirm that, in my opinion, the Certifications and Assurances have been legally made and constitute legal and binding obligations on it.

I further affirm that, to the best of my knowledge, there is no legislation or litigation pending or imminent that might adversely affect the validity of these Certifications and Assurances, or of the performance of its FTA assisted Award.

Signature	Date:	

Name

Each Applicant for federal assistance to be awarded by FTA must provide an Affirmation of Applicant's Attorney pertaining to the Applicant's legal capacity. The Applicant may enter its electronic signature in lieu of the Attorney's signature within TrAMS, provided the Applicant has on file and uploaded to TrAMS this hard-copy Affirmation, signed by the attorney and dated this federal fiscal year.

City of Independence AGENDA ITEM COVER SHEET

Agenda Title:

Approval is recommended to enter into a price agreement with Consolidated Pipe and Supply for water meters and parts for the period of March 19, 2024, through March 18, 2025 for the Customer & Field Service Division of the Municipal Services Department. At the sole option of the City, this agreement may be renewed for up to two, one-year periods.

Recommendations:

Staff recommends approval to enter into a price agreement.

Background:

This project will provide the water meters necessary to allow the City's water utility to replace meters on a 15-year replacement cycle. This goal was set and based on industry standards to help ensure that all meters installed continue to operate and provide accurate readings for our customers.

Price agreements establish set prices that remain in effect for a designated period of time. This allows City departments to utilize the agreements in the performance of their operation without requiring a bid process each time a service or commodity is required. Water meters are necessary to determine the amount of water delivered to each residential and nonresidential service locations.

The Purchasing Division issued a Request for Proposal (RFP) #23094 on the eprocurement website, Public Purchase, that the city uses for solicitations for this commodity on October 10, 2023. The RFP closed on October 31st, 2023. With 148 firms being notified and 22 firms downloaded the invitation to bid. Five proposals were received in response to the solicitation: Blue springs Winwater, Consolidated Pipe & Supply, Core & Main, Fortiline, and Schulte Supply. These proposals were reviewed by a panel of City staff members and scored based on several criteria including price, warranty, performance, compatibility and past experience. The proposal submitted by Consolidated Pipe & Supply was determined to be the best proposal submitted based on field tests conducted by City staff members and the compatibility of the meters with the City's existing equipment. Core & Main failed to submit pricing information for the last two years of the proposal and Fortiline did not provide several pieces of information required by the RFP including warranty information, references, past projects and background information. These proposals were deemed non-responsive. The tabulation is attached.

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

Fiscal Impact:

The fiscal impact to the City totals \$200,000.00 for the fiscal year 2023-24. Funding for the purchase of water meters is in the fiscal year 2023-24 adopted budget, page 260, account number (040-4821-5313, Water Fund) for Small Tools and Equipment.

Providing appropriations are available, costs/quantities are based on a 15-year replacement schedule and renewal for up to two, one-year periods as follows: 2024-25 \$500,000 water meter replacement 2025-26 \$500,000 water meter replacement

Department:	Municipal Services	Contact Person:	Lisa Reynolds
REVIEWERS :			
Department		Action	
Purchasing Divis	sion (Finance Departmer	nt) Approved	
Water Departme	ent	Approved	
Finance Departr	nent	Approved	
City Managers (Office	Approved	
City Clerk Depa	rtment	Approved	
Council Action:		Council Action:	
ATTACHMENT	<u>'S:</u>		
Descriptior	n		Туре
• Water Meter	rs Total Pricing Sheet		Exhibit

Exhibit

D Water Meters Unit Pricing Sheet

CITY OF INDEPENDENCE, MISSOURI

RFP OPENING: Water Meters

DATE: October 31, 2023

PROJECT NO.: RFP #23094

Request for Proposals was advertised on Public Purchase, as legally required.

Below are listed the contractors who have obtained contract documents.

Contractor	Bond	Year 1	Year 2	Year 3	Base Bid
Consolidated Pipe & Supply (Master Meter)	Yes	\$520,289.75	\$520,289.75	\$572,318.73	\$1,612,898.23
Core & Main (Sensus)	Yes	\$553,785.00	No Bid	No Bid	No Bid
Fortiline (Kamstrup)	Yes	\$711,351.00	\$746,918.55	\$784,264.48	\$2,242,534.03
Schulte Supply (Neptune)	Yes	\$661.087.00	\$680,919.61	\$701,347.20	\$2,043,353.81
Winwater (Zenner)	Yes	\$491,219.00	\$530,516.52	\$572,957.84	\$1,594,693.36

ENGINEER'S ESTIMATE: \$1,500,000.00

Drising Markshoot	Year 1				Year 2		Year 3		
Pricing Worksheet	Units	Unit Price	Total Cost	Units	Unit Price	Total Cost	Units	Unit Price	Total Cost
Water Meters - By Size (Estimated Total Quantity)	3,423			3,423			3,423		
5/8" (pit/vault/well)	3,000	\$125	375,000	3,000	\$125	375,000	3,000	\$138	414,000
5/8" (Interior of building to include ARB/Touch Read Pad)	200	\$132	26,400	200	\$132	26,400	200	\$146	29,200
3/4" (pit/vault/well)	15	\$134	2,010	15	\$134	2,010	15	\$148	2,220
3/4" (Interior of building to include ARB/Touch Read Pad)	10	\$141	1,410	10	\$141	1,410	10	\$157	1,570
1" (pit/vault/well)	75	\$190	14,250	75	\$190	14,250	75	\$211	15,825
1" (Interior of building to include ARB/Touch Read Pad)	25	\$201	5,025	25	\$201	5,025	25	\$223	5,575
1-1/2" (pit/vault/well)	20	\$952	19,040	20	\$952	19,040	20	\$1,056	21,120
1-1/2" (Interior of building to include ARB/Touch Read Pad)	10	\$952	9,520	10	\$952	9,520	10	\$1,056	10,560
2" (pit/vault/well)	30	\$638	19,140	30	\$638	19,140	30	\$706	21,180
2" (Interior of building to include ARB/Touch Read Pad)	15	\$638	9,570	15	\$638	9,570	15	\$706	10,590
3" (pit/vault/well)	10	\$1,542	15,420	10	\$1,542	15,420	10	\$1,708	17,080
3" (Interior of building to include ARB/Touch Read Pad)	5	\$1,542	7,710	5	\$1,542	7,710	5	\$1,708	8,540
4" (pit/vault/well)	3	\$2,087	6,261	3	\$2,087	6,261	3	\$2,311	6,933
4" (Interior of building to include ARB/Touch Read Pad)	2	\$2,087	4,174	2	\$2,087	4,174	2	\$2,311	4,622
6" (pit/vault/well) - Solid State	2	\$3,519	7,038	2	\$3,519	7,038	2	\$3,898	7,796
6" (pit/vault/well) - Mechanical	1	no bid	no bid	1	no bid	no bid	1	no bid	no bid
8" (pit/vault/well) - Solid State	2	\$4,171	8,342	2	\$4,171	8,342	2	\$4,621	9,242
8" (pit/vault/well) - Mechanical	1	no bid	no bid	1	no bid	no bid	1	no bid	no bid
3" Fire Hydrant/Portable Meter	5	\$978	4,890	5	\$978	4,890	5	\$1,084	5,420
ARB/Touch Read Pad - To be mounted on exterior of Building	ea.	\$26	26	ea.	\$26	26	ea.	\$29	29
ARB/Touch Read Pad - To be mounted on meter vault lid	ea.	\$24	24	ea.	\$24	24	ea.	\$26	26

City of Independence AGENDA ITEM COVER SHEET

Agenda Title:

Approval of the 2024-2025 Liability Insurance Program with States Risk Retention Group (incumbent) with an estimated annual cost of \$835,551.

Recommendations:

Staff recommends approval of the 2024-2025 Liability Insurance Program offered by States Risk Retention Group (incumbent). This renewal proposal was submitted by Lockton Companies, Inc., who has been the City's insurance broker since 2005. The proposal was also reviewed by Charlesworth Consulting, LLC, the City's risk management consultants.

Executive Summary:

The 2024-2025 Liability Insurance Program was extensively marketed through efforts provided by Lockton, Charlesworth, & City staff. Early premium indications suggested high premium and SIR results. Broker searched for possible alternatives in an effort to maintain a very broad coverage liability program (inclusive with Sovereign Immunity verbiage, when available) at a realistic marketplace price. Upon review, Staff requested broker return to market with alternative options for more favorable results.

The most reasonable response is a renewal with States Risk Retention with a lower policy limit (\$5,000,000 vs the current \$10,000,000), a higher retention and coinsurance provision, and a more favorable overall risk transfer solution compared to the other options submitted.

The renewal with States Risk will continue to provide the City with catastrophic coverage, and at a more reasonable budget amount compared to the higher limit program and provides the City the benchmark from which to pursue a more self-insured status in the future, if it is decided to move in that direction.

Background:

In April 2019, the City joined the States Risk Retention Group (RRG), providing liability protection coverage to the organization in the following areas: law enforcement liability, general liability, public official errors and omissions liability, employment practices liability, and automobile liability. The City has a self-insured retention in which

it must pay and administer its own claims within the retention amount. In 2019, the retention started at \$150,000 per occurrence and has increased \$50,000 each year until the City reached the State's RRG minimum of \$250,000 per occurrence retention level in 2021. The minimum per occurrence retention for all member participants in States RRG will is now be \$1,000,000 beginning April 1, 2024.

The increases come due to the City's loss experience and public entity insurance market as it continues to deteriorate. Social inflation continues to drive up the cost of jury verdicts and settlements against public entities, particularly law enforcement. States RRG procures their own excess insurance to cover large losses, and the costs of States RRG's excess coverage has increased significantly over the last thirty-six months. To remain fiscally sound and not deplete its reserves, States RRG passes the increased cost of excess insurance on to its members, which is reflected in higher premiums and higher retentions overall. Renewal proposal for the current \$250,000 Per Claim Retention is no longer available for any of the members in States RRG. Lockton approached multiple insurers noted in the attached file regarding possible comparisons. Results simply are not favorable for the City as many would either offer lower limits, high retention levels, or unrealistic premiums. We believe that monitoring the financial stability of States RRG moving forward is still the correct risk transfer strategy for the City.

To fund losses, the City has established a Risk Management Fund and the City uses outside legal counsel on all litigated claims and a third party administer for any claim involving personal injury or significant property damage. Charlesworth Consulting, Legal, Administration, and Finance work together in the claims handling process.

Fiscal Impact:

The States Risk Retention Group premium for \$835,551.00 is in the 2024-2025 Adopted Budget, Risk Management Fund Budget 093, account 0934293-5207.

Department:	Finance	Contact Person:	Cindy Gray
<u>REVIEWERS:</u> Department		Action	
•	on (Finance Department		
Finance Departme		Approved	
City Managers Of		Approved	
City Clerk Depart	ment	Approved	

ATTACHMENTS:

- City of Independence 2024 Liability Marketing Summary City of Independence 2024 Liability Quotes D
- D

Туре Exhibit Exhibit

Insurer/Market	Result	Details
Chubb	Partial Declination	Declined to quote limits under \$5M. Lockton continues to work with them to quote limits excess of Old Republic and MOPERM although their limits would not meet their initial primary threshold.
Genesis	Declined	Is a reinsurer for States Risk and cannot compete.
Glatfelter	Declined	City of Independence is larger than their size threshold.
MOPERM	Quoted	
MPR	Declined	Risk profile does not fit their membership.
Munich Re		Declined to quote limits under \$5M. Lockton continues to work with them to quote limits excess of Old Republic and MOPERM although their limits would not meet their initial primary threshold.
Old Republic	Quoted	
Safety National	Declined	Would need higher retentions than \$1M and pricing would not be reasonable.
States Risk	Quoted	
Travelers	Declined	Concerns with law enforcement exposure as well as power utility exposure.

Other wholesale/excess surplus lines approached declined.

City of Independence, Missouri Casualty Program Quote Summary April 1, 2024-25												
Insurer	States Risk	States Risk		States	s Risk		MOPERM				Old Republic	
	2022-23 Policy Term	2023-24 Policy Term Expiring	Option A	% Change	Option B	% Change	Option C	% Change	Option D	% Change	Option E	% Change
Coverage Form	Occurrence	Occurrence	Occurrence		Occurrence		Occurrence		Occurrence		Occurrence	
Limits												
Each Occurrence Limit	\$10,000,000	\$10,000,000	\$10,000,000		\$5,000,000		\$3,370,137		\$3,370,137		See below	
Any one person in a single accident/occurrence	N/A	N/A	N/A		N/A		\$505,520		\$505,520		N/A	
Aggregated Limits	\$10,000,000	\$10,000,000	\$10,000,000		\$5,000,000		N/A		N/A		See below	
Claims other than those established by Section 537.6 RSMo	Not a separate line item	Not a separate line item	Not a separate line item		Not a separate line item		\$2,000,000		\$2,000,000		Not a separate line item	
Coverages to Include:												
General Liablity	Included	Included	Included		Included		Included		Included		\$1,000,000	
Employee Benefits	Included	Included	Included		Included						Included in GL Limit	
Public Officials Liability	Included	Included	Included		Included		Included		Included		\$1,000,000	
Employment Practices Liability	Included	Included	Included		Included		Included		Included		Included in Public Off E&O Limit	
Law Enforcement Liability	Included	Included	Included		Included		Included		Included		Included in GL Limit	
Healthcare Malpractice (excluding physicians, EMT, etc.)	Included	Included	Included		Included		Included		Included		Included in GL Limit	
Auto Liability	Included	Included	Included		Included		Included		Included		\$1,000,000	
Self Insured Retention	\$250,000	\$250,000	\$1,000,000		\$1,000,000		\$100,000 except; \$250,000 auto liability \$500,000 law enforcement liab \$1 000 employee benefits liab		\$500,000		\$1,000,000	
Co-insurance (above retention)	N/A	N/A	10%		10%		N/A		N/A		N/A	
Annual Premium	\$651,257	\$779,991	\$908,151	16%	\$737,468		\$3,069,619		\$2,897,298		\$325,000	
Terrorism Premium	\$19,538	\$23,400	\$28,745		\$22,124						\$2,799	
Membership Fee (10%)	N/A	N/A	\$93,690	530/	\$75,959	10/	N/A	2022/	N/A	2040	N/A	E001
Total	\$670,795	\$803,391			\$835,551 023 Amount for Option A	4%	\$3,069,619 Limits are based on sovereign imm in the Missouri register per Section			261% shed annually	\$327,799 Premium is minimum and deposit.	-59%
Added Exclusions: (see policy for complete listing)			Cyber Liability Communicable Disease PFAS (new to all States mem Sexual misconduct (new to a	bers in 2022/	23)		Communicable Disease Eminent Domain/Inverse Condemn Personal use of entity vehicles				Communicable Disease Cannabis	

City of Independence AGENDA ITEM COVER SHEET

Agenda Title:

Council action is requested to expend \$95,800 in purchase orders to N Harris Corporation dba Advanced Utility Systems, for raw exportation of data for daily general ledger exporting, a MyMeter Engagement Portal and a Smart VX software application for the Customer Service Division of the Municipal Services Department.

Recommendations:

Staff recommends issuing purchase orders for various software applications.

Background:

This project involves the purchase of three key elements for the utility billing system. "My Meter" and "Smart VX" will be used in conjunction with the Customer Information System (CIS) to create an improved customer engagement portal which will provide utility billing information and options to customers in a more user-friendly platform. The Raw Data Export portion of this project will provide the utility billing information in a format that will allow the City's current and future bill print vendors the ability to make improvements or add additional information more easily and quickly when changes are needed on the customer's utility statements.

The requisition breakdown is as follows:

- MyMeter: \$45,000
- Smart VX: \$23,300
- Raw Data Export: \$27,500

N Harris Corporation dba Advanced Utility Systems is the company that the Customer Service Division has been partnered with for customer billing information, so they are the only platform that can be used for these purchases.

Fiscal Impact:

The fiscal impact to the City is \$95,800. Funding for the data exportation, MyMeter engagement portal and Smart VX software is included in the fiscal year 2023-2024

adopted budget, Municipal Services -Water Customer Service fund 040, page number 261, account number 0404822-5224.

Department:	Municipal Services	Contact Person:	Lisa Reynolds
REVIEWERS :			
Department		Action	
Purchasing Divi	sion (Finance Departmer	nt) Approved	
Water Departme	ent	Approved	
Finance Depart	ment	Approved	
City Managers		Approved	
City Clerk Depa	artment	Approved	
Council Action	:	Council Action:	
ATTACHMEN	<u>rs:</u>		
Description	n		Туре
 Data Exportation Quote - N Harris Co Utility Systems 		Corporation dba Advanced	Exhibit
Utility System	51113		
 Utility System Data Export Corporation 	rtation Limited Source Ju n dba Advanced Utility Sy	ystems	Additional Explanation
 Utility System Data Export Corporation 	rtation Limited Source Ju n dba Advanced Utility Sy	stification - N Harris ystems tion dba Advanced Uitlity	

Exhibit

- Smart VX Statement of Work N Harris Corporation
- Smart VX Limited Source Justification N Harris Corporation Additional Explanation





Client	City of Independence	Client Contact	Angela Farmer
Quote Effective	August 23rd, 2022	Prepared By	Tanuja Kancherla
Date			
Reference Number	AT82302	Client PO	
Description	Statement of Work (SOW): Munis G/L Export Interface		

Estimated Cost

The costs related to successfully completing this SOW is estimated to be \$11,500.00 USD. The time required to successfully complete the SOW is estimated at 50 hours, charged at a rate of \$230.00 per hour.

Services	Quantity/Hours	Rate	Total
Configuration	40	230	\$ 9,200.00
Testing & PM	10	230	\$ 2,300.00
Sub-Total	50		\$ 11,500.00
Total			\$ 11,500.00

Client Request

City of Independence is requesting a Statement of Work from Advanced Utility Systems (Advanced) to assist in creating a daily G/L Export interface to Munis.

Proposed Solution

The services to be provided under this SOW are as follows:

- The file exported to Munis will be a CSV file and will include the following fields:
 - Org (blank when Full Account is populated)
 - Object (blank when Full Account is populated)
 - Project (blank when Full Account is populated)
 - Full Account (blank when Org/Object/Project is populated)
 - > PA Type (optional)
 - PA String (optional)
 - > Comment
 - Transaction Type ("A"ctual or "E"ncumbrance)
 - Debit or Credit (required)
 - Gross Amount (can contain decimals)
- A header row is required with the above field names
- Advanced will be populating the Full Account field and leaving the Org/Object/Project fields blank

• The Export process will be run using the General Ledger Export Pick-up process

Assumptions

The following assumptions are made to complete the necessary details within this SOW:

- In the event additional hours are required to effectively complete this SOW, a request will be made for the amount of hours needed
- If the TEST system is refreshed without notifying Advanced Utility Systems 72 hours prior to the system refresh, Independence will be responsible for all costs associated with reconfiguring the system

Payment Terms

This SOW will be invoiced monthly based on actual hours of work, rounded-up to the nearest one (1) hour to the completion of the proposed solution.

Conditions

The following are the conditions for this SOW:

- Advanced will lead and perform the required activities to implement this SOW
- In the event the scope of work changes or there are new requests, additional hours will be required
- Client is responsible to test any changes made under this SOW and promptly provide feedback or additional details required to Advanced
- If desired by Client, Advanced may execute a portion of this SOW during weekend or holiday hours at a premium hourly rate of \$380
- Notice of cancellation of work under this SOW must be received in writing
- Client is responsible for the payment of any/all hours utilized prior to the receipt of cancellation notice which will be invoiced
- Development effort may be required by the vendor for the system to which Harris is interfacing. These vendor costs, if any, are the responsibility of City of Independence and are not in scope.
- Each party hereto agrees, acknowledges, and confirms that, except to give meaning and effect to the amendments set forth in this SOW, the Master Agreement remains in full force and effect, are hereby ratified and confirmed in all respects and are binding upon the parties thereto and their successors and permitted assigns
- This task covers the development and configuration of CIS Infinity interfaces to existing Independence's systems and modifications to CIS Infinity, and/or related products in the Infinity product suite, if any, to meet Independence's CIS needs. All development work completed by Advanced will be communicated, in advance, to Independence's Project Manager so that Independence Project Manager has visibility to all Advanced interface development work. Development effort may be required by the vendor for the system to which Harris is interfacing. These vendor costs, if any, are the responsibility of Independence and are not in scope

Expenses

If expenses are incurred by Advanced to provide services outlined in this statement of work, Advanced staff will be using a meal per diem of \$70 per weekday and \$125 per weekend day or holiday which will be billed to the Client. The meal per diem will not be required to submit receipts. All other expenses will continue to be billed on actual-basis (i.e. airfare, hotel, car rental, fuel, mileage, travel time, etc.) and will be required to submit receipts.

Escalation Process

Several processes may trigger the escalation process which includes issue tracking, contract management, and risk management. This process assumes that prior attempts have been made to resolve the item and the appropriate parties cannot reach a resolution. When an item is escalated, the appropriate participants are notified via formal communication (email) which includes a summary of the concern/issue and the analysis of each party's position. The participants must be provided with sufficient time, to review the analysis and concerns prior to scheduling any resolution meetings.

The levels of escalation and the participants in each level include:

- 1. Advanced Resource (Client Services Technical Consultant who is assigned the project)
- 2. Advanced Manager (Client Services Team Lead)
- 3. Advanced Sponsor (Director of Client Services)

Standard of Care/Warranty Disclaimer

The standard of care applicable to the Professional Consulting / Information Technology (PC/IT) services arising under this SOW will be the degree of skill and diligence normally employed by PC/IT consultants performing the same or similar services. No further warranty of guaranty, expressed or implied, is made with respect to the services furnished hereunder and all implied warranties are hereby disclaimed including the warranty of merchantability and fitness for a particular purpose.

Limitation of Liability

THE LIABILITY OF ADVANCED (UNDER BREACH OF CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, AND INCLUDING ANY INDEMNITY OBLIGATION) FOR ANY DAMAGES RELATING TO THIS AGREEMENT SHALL NOT EXCEED THE FEES PAID BY THE CITY TO ADVANCED PURSUANT TO THIS SOW.

IN ADDITION TO THE FOREGOING, ADVANCED SHALL NOT BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL OR OTHER DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED LOST REVENUE OR LOSS OF PROFITS, EVEN IF ADVANCED HAS BEEN ADVISED OF THE LIKELIHOOD OF THE OCCURRENCE OF SUCH DAMAGES AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. THESE LIMITATIONS SHALL APPLY IN RESPECT OF ANY CLAIM, DEMAND OR ACTION BY A PARTY IRRESPECTIVE OF THE NATURE OF THE CAUSE OF ACTION UNDERLYING SUCH CLAIM, DEMAND OR ACTION, INCLUDING, BUT NOT LIMITED TO, BREACH OF CONTRACT OR TORT.

Notes

• This quote is valid for 30 calendar days from the date of issue and supersedes any previous offers related to services outlined

Authorization

Signature indicates the parties have read, understood, and agreed to all the contents of this quote.

Authorized by City of Independence:		Authorized by Advanced U	Jtility Systems:
Cindy Gray	11/16/2022	Y. H. Jiwejee	Aug.23rd, 2022
Name	Date	Name	Date



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.

Proposed supplier name and address: Advanced Utility System	Estimated cost: \$12,000.00
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):

X 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
- X 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.	Create a export file to move G/L transactions from the Advanced Utility Billing System CIS Infinity and be imported into the Munis ERP system.
What are the specific <u>necessary</u> features that this supplier provides that are not available from other suppliers?	Access to the coding from the billing software which will create the crossover file layout to import into the Munis ERP system for the Finance Department.
Describe your efforts to identify other potential sources and how similar goods or services are <u>unable</u> to meet the required objective.	Other sources would have compatibility issues with out existing utility billing software and ERP system and could cause operational issues.
*Testing and Evaluations performed to support standardization.	Use existing software for the Utility Billing System and MUNIS ERP.
*How will standardization support the department/agency?	Minimize the manual entries in the Finance Dept. and reduce the margin for error.
Is this a one-time procurement?	*On-going Limited Source procurement requires justification to be renewed every two years.

🗌 No*	X Yes	
	PRICE REASONABLE	NESS (Check all that apply and attach back-up documentation)
		current published catalog, price lists, or market prices as documented in the rice is similar or less. Attach relevant documentation.
	ised on my knowledge of the maximum	rket, my experience of prior similar proposals, or knowledge imparted by technical
	The price is set by law or regulat Other:	ions.
	Back-up documentation is attac	ied.
My depa appears involven personal	to be in the best interest of th nent in any way with this reque I familiarity with particular bran	DN: imited source is based upon an objective review of the product/service required and e City of Independence. I know of no conflict of interest on my part or personal st. No gratuities, favors or compromising action have taken place. Neither has my ds, types of equipment, materials or firms been a deciding influence on my request ere are other known suppliers to exist.
By subm		by certify that this justification for Limited source procurement is accurate and
	Typed Name: Michael K	Jackson Title: Deputy Director

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

DVANCED UTILITY SYSTEMS

City of Independence, MO

Customer Engagement Portal Accelerated Innovations – MyMeter

Statement of Work

Contact:

David Batterman Director, Business Development (T) (416) 530-2700 dbatterman@advancedutility.com

February 21, 2024

Scope of Services

This Statement of Work ("SOW") defines a business transaction between Advanced Utility Systems ("AUS") and Accelerated Innovations ("AI") in which the latter will provide consulting services related to a specific Accelerated Innovations service offering or a customized service. This document establishes the scope for the work to be performed; defines the context of the work; describes specific tasks, activities, and deliverables; and identifies responsibilities for both parties. It is specifically understood that Accelerated Innovations products are provided pursuant to the terms and conditions set forth in Appendix A.

Overview

City of would like to implement the MyMeter solution and integrate it with CIS version 4 and would like to implement the following features within the MyMeter solution.

Project Scope

The scope of this project is defined as:

- \boxtimes Customer Data Integration
- ⊠ Billing Data Integration
- ☑ Transaction Data Integration
- ☑ Update eBill Status
- ☑ Update Mailing Address (all at Customer Level) in CIS Infinity
- ☑ Update Phone in CIS Infinity
- ☑ Update Email in CIS Infinity
- Start, Stop, Transfer of Service
- ⊠ Service Requests
- Depayment Arrangements
- ☑ Enter Meter Read
- ⊠ Bill Payment
- ⊠ Bill Presentment
- □ MyMeter Managed Auto Pay
- ☑ CIS Infinity Managed Auto Pay
- □ AMI Data Presentment
- I Test Environment
- □ Branded Mobile App

Integration Scope

Accelerated Innovations will lead overall integration activities in terms of working with Advanced Utility Systems Corporation to define the data, messaging, and interfaces required at the MyMeter customer portal. For Standard integrations, AUS is responsible for extracting data from its systems and integrating to MyMeter in accordance with the format and specifications as advised by Accelerated Innovations. For integration Customization, Accelerated Innovations is responsible for designing and implementing custom interfaces in accordance with Advanced Utility Systems Corporation provided technical requirements, also defined within this SOW.

The final integration diagram for Phase 1 will be defined and documented at the conclusion of project planning and design activities and is subject to formal Advanced Utility Systems Corporation approval. At the time of writing this SOW, the MyMeter customer portal will at least integrate to Advanced Utility Systems Corporation systems as shown in the table below.

#	System	Integration Use Case	Interface Type	Approach
1	Utility CIS ("CIS Infinity")		1	
1.1		Customer Data	Standard Integration via REST API	 One-Time Historical Load AUS provides in the AI standard format AI to configure REST Web Service Typical approach for historical data from CIS. Active Accounts Finalized Accounts with current balance Finalized Accounts within the last fifteen (15) months, for tax purposes Non-Metered Accounts, if applicable Vacant Accounts, if applicable for new services Daily Updates Daily updates will be sent to MyMeter in the AI standard format. Daily updates include items such as Name Changes, Meter Change, Service Location move in/move out dates, Rate Changes, New Accounts, etc. The daily file will be a delta file with only changes. New Customers to <customer> Upon registration MyMeter will look to the information in the database to match against the name on account and account number. </customer>
1.2		Billing History	Standard Integration via REST API	 AUS provides in the AI standard format AI to configure REST Web Service This format contains billing information and usage/meter information. Typical approach for historical data from CIS. Twenty-four (24) months of historical billing data

Table 1. MyMeter Integrations

#	System	Integration Use Case	Interface Type	Approach
				 Updated with each billing cycle that is run each month.
1.3		Transaction History	Standard Integration via REST API	 AUS provides in the AI standard format AI to configure REST Web Service Among other data items, this data will also contain the 'Confirmation #' from Payment Provider for the payments made via the portal. Typical approach for historical data from CIS. Twenty-four (24) months of historical transaction data Updated with each payment/transaction that is made. This format may also contain Fees, Adjustments, and Documents (e.g., Disconnect Notices).
1.4	-	Update Preference for Ebill versus Paper Bill	Web Service	AUS to configure CIS Infinity for BIF 070 AI to configure MyMeter
1.5		Update Mailing Address	Web Service	AUS to configure CIS Infinity AI to configure MyMeter
1.6		Update Primary Phone	Web Service	AUS to configure CIS Infinity AI to configure MyMeter
1.7		Inquiry/Update E-Mail	Web Service	AUS to configure CIS Infinity AI to configure MyMeter
1.8		Start, Stop, Transfer, and New Service	Web Service	AUS to configure CIS Infinity for Department Code, and Action Codes AI to configure MyMeter with CIS Infinity Department Code and Action Codes AI to configure SST User Interface
1.9		Service Requests	Web Service	AUS to configure CIS Infinity AI to configure MyMeter

#	System	Integration Use Case	Interface Type	Approach
1.10		Payment Arrangements	Web Service	AUS to configure CIS Infinity
				AI to configure MyMeter
1.11		Freter Master David	Mah Camina	
1.11		Enter Meter Read	Web Service	AUS to configure CIS Infinity AI to configure MyMeter
1.12		Auto Pay	Web Service	AUS to configure CIS Infinity Payment Plan Types
1.12			Web Service	Al to configure MyMeter with CIS Infinity Payment Plan Types
2	Payments Solution			
		Dill Dev Comice Eventionality	Mah Comico	
2.1	Invoice Cloud	Bill Pay Service Functionality	Web Service	 (Optional) AI Configures per standard/existing web service integration
				The Customer provides test and production endpoints and
				credentials
2.2		Current AutoPay, E-Bill, and Wallet	Data Migration	• (Optional)
		Items	Customization	• Al to build a customized data migration as per the Customer technical requirements.
				• Al is highly dependent on getting accurate data from 3 rd party
				system for the data migration effort.
				• AI will communicate examples of data that would be needed
				from 3 rd party system to successfully complete the migration.
3	Meter Data Management	System ("MDMS")		There is an additional fee for this service
	Weter Data Wanagement			
3.1		Meter Usage Data - Register	Standard Integration	• (Optional)
		Readings	File Based	Accelerated Innovations provides as per standard format with
				MyMeter.

#	System	Integration Use Case	Interface Type	Approach
3.2		Meter Usage Data - Interval Data	Standard Integration	• (Optional)
			File Based	Accelerated Innovations provides as per standard format with
				MyMeter.
3.3		Meter Usage Data – Interval Data	Web Services on	• (Optional)
			Login	Accelerated Innovations provides as per standard/existing web
				service format.
4	Bill Presentment			
4.1	CIS/Invoice Cloud	Bill Retrieval and Presentment	Web Service	
				 Accelerated Innovations to provide web service per
				standard/existing web service format.



Environment Setup

Environments included in the scope of this SOW are shown in Table 2 below. Accelerated Innovations will provide all required IT infrastructure and ancillary software required to host the MyMeter system within these environments, as agreed to and described in the terms and conditions of the executed software as a service (**"SaaS**") agreement. Accelerated Innovations will also install the latest MyMeter software version that is commercially released within all environments in scope. During the project, Accelerated Innovations will work with the Customer to further detail the product release schedule (patches, future versions, etc.) to ensure that timing does not negatively impact schedule. Any adjustments to the schedule as a result of product release timing will be mutually agreed to. Advanced Utility Systems Corporation is responsible for deciding how many metering endpoints to use for testing in the Test environment. Installing and energizing the metering endpoints that will be utilized for testing within the Test environments is also a Advanced Utility Systems Corporation responsibility. Environment sizing below is in aligned with the terms and conditions of the MPLSA. Changes to any environment requirements will follow the change management process.

Environment	Description	Number of Meters
Production	The target environment where the full business requirements will be implemented and utilized by the Advanced Utility Systems Corporation end users for day-to-day operations.	Water meters 50,282 Electric meters 62, 578 Total water and electric meters 112,860
Test	An environment that is configured like production and that is used for functional and integration testing. Lacks the scalability of production which limits performance testing to scale.	7000

Table 2. Initial Environment Description

Production Cutover Plan

Advanced Utility Systems Corporation, with assistance from Accelerated Innovations, is responsible for preparing a comprehensive production cutover plan. The cutover plan may



include details such as the environment(s) to use for testing, the environment to use production for cutover, what integrated MyMeter functions will be used during cutover, and how interfaces will be exercised during cutover. Decisions on what environment to use for testing is a Advanced Utility Systems Corporation responsibility. Accelerated Innovations has provided high level and typical uses of environments in Table 2 above. Defining the overall test strategy and detailed test plan is also a Advanced Utility Systems Corporation responsibility. Accelerated Innovations agrees to abide by the service levels and metrics as defined in the MPLSA, and as per the applicable MyMeter environment, throughout execution of the test strategy and test plan. Accelerated Innovations will support Advanced Utility Systems Corporation in defining the cutover plan by providing consultation and subject matter expertise as it pertains to MyMeter in scope interfaces and functionality.

Phase 1

To be delivered as part of this Statement of Work (SOW).

#	Description
Base	e Platform and Usage Presentment
1	Configure the following MyMeter URLs and e-mail addresses, as applicable: a)
	MyMeter URL portal address, b) Utility contact us address, c) MyMeter
	feedback address, and d) Alert from address.
2	Implement basic branding of the portal to match the Advanced Utility Systems
	Corporation website (logo and colors)
3	Import customer, billing/usage, and transaction data from CIS on an on-going, daily basis and display within the MyMeter user interface
	Customer data
	Monthly billing data
	Transaction/Payment data

Table 3. Functional Requirements – Phase 1
#	Description
4	Load up to thirteen (13) months of historical data from AMI System to MyMeter -
	 15-minute interval data Aggregate the 15-minute data to 30-minute, hourly, and daily
5	Implement the following units of measure for display in MyMeter, as available in the usage data sent from CIS and AMI System to MyMeter
	 kWh kW Gallons CF CCF
6	Provide standard setup of the MyMeter landing page
7	Enable the Customer Service Representative dashboard screen, which depicts a snapshot of user and site statistics
	 Provide the ability to search for customers by parameters such as account number, name, and meter number (limited by what is available via the Customer Data file)
8	Enable Impersonate Mode, which allows Customer Service Representatives to see the same screens as the customer portal end users
9	Provide standard setup of the MyMeter dashboard – a) Charts View, b) Data View, and c) Property View
10	Provide the ability to display a chart with a user-defined timeframe of usage (day, month, year)

#	Description
11	Provide the ability to display comparisons against historical usage within a user
	defined timeframe (dependent on the granularity of data available for that
	meter). Comparisons can also include weather data (Temperature, Humidity,
	Precipitation, etc.), neighborhood usage, and utility average usage
12	Provide ability for customer to download their usage data in .csv format or
	Green Button format <u>http://energy.gov/data/green-button</u>
13	Provide meter grouping functionality, which allows a customer with multiple
	properties to create a virtual meter group and see an aggregate view across the
	different meters associated with those multiple properties.
14	Provide standard setup of MyMeter widget functionality
15	Enable the Administrative view of MyMeter and applicable reports
16	Provide the ability for Advanced Utility Systems Corporation personnel to
	access MyMeter in order to perform administrative type tasks via a separate
	account from the customer portal end users
17	Provide standard setup of roles and privileges which controls what specific
	MyMeter areas and functionality end users have access to
18	Provide the ability for MyMeter administrators to manage system users (create,
	edit, delete users) and assign system users to roles and privileges

#	Description
19	Enable standard screens for the user registration process which allows
	customers to obtain access to the consumer web portal (Name on Account,
	Account Number)
20	Provide the ability for customers to manage their user profile and reset their
	password
21	Provide the ability for customers to receive notifications via email or text about
	their usage based on configurable usage thresholds
22	Provide the ability for the Customer Service Representative team to access
	customer data through a separate (Admin) sign in
23	Implement Google Analytics tied to Advanced Utility Systems Corporation
	utility ID (if available) to view analytical information regarding end user
	interactions with MyMeter
24	Provide integration with CIS for customer self-service options as defined in this
	SOW (update phone, email, start/stop/transfer, etc. (if applicable).
25	Set up standard MyMeter alerts (e.g., New Bill, Payment Reminder, Leak
	Detection, Usage Threshold, Weekly Summary, etc.).
Bill	Pay and Bill Presentment
1	Provide support for registering utility customers for e-bill and autopay

#	Description
2	Provide support for migrating existing e-bill and autopay utility customers from
	CIS to MyMeter. This effort is to be provided as a time and materials service
	and is initially estimated as an up to eighty (80) hour activity.
3	Provide support for setting up e-bill status and sending to CIS.
4	Provide the ability for utility customers to make e-payments, which includes
	scheduling payments and making one-time payments.
5	Provide the ability for Customer Service Representatives to determine which
	customers are enrolled in e-bill versus paper-based bills via standard reports.
6	Provide the ability to configure and send bill notifications and payment
	receipts.
7	Provide the ability to change bank draft accounts, to include deactivating old
	accounts and activating new accounts.
8	Retrieve billing information from a Advanced Utility Systems Corporation data
	repository and present bills to utility customers. This effort is to be determined
	at the time of writing this SOW.
Stan	dard AUS Functionality
1	Provide standard functionality as defined in Project Scope



Testing

Accelerated Innovations uses an Agile approach for the implementation of MyMeter as well as the development, testing, and defect resolution of any customizations/integrations. As we provision the test instance of MyMeter for the Customer and develop the agreed to integrations ,it is expected that Customer will provide resources (as outlined in Table 15) to assist in testing those integrations and providing feedback as they are implemented. This ensures a rapid feedback loop to identify and resolve any issues for those specific integrations. Throughout the testing and as new features or fixes are introduced in a release, regression testing will be performed to validate that existing features continue to function as expected.

Prior to testing, the Customer will develop a Test Plan which will be shared with Accelerated Innovations for feedback to ensure alignment to the overall testing methodology.

The stages of testing that will be performed during the project include:

Phase	Description	Lead	Support
Smoke Testing	Validation to ensure core	Accelerated	Customer
	functionalities of MyMeter are	Innovations	(3 rd party
	working as expected. This		system
	includes happy path integration		validation)
	testing to ensure no errors are		
	returned from the 3 rd party		

Table 4. Testing Phases



Phase	Description	Lead	Support
	system. This testing is done in		
	advance of any Customer testing.		
Functional Testing	Validation to ensure solution	Customer	Accelerated
	meets core functional		Innovations
	requirements/ specifications.		
System Integration	Validation to ensure successful	Customer	Accelerated
Testing	integrations, import/export, SSO,		Innovations
	between MyMeter and other		
	systems. Typically occurs after		
	Functional Testing.		
User Acceptance	Validation to ensure that the	Customer	Accelerated
Testing	solution fulfills business		Innovations
	requirements and can be used by		
	end-users. This includes		
	verification that related utility		
	business processes are		
	conducted successfully.		



The following roles and responsibilities matrix will be reviewed, modified, enhanced with more details, and finalized during the project Planning Phase.

Organization	Title	Responsibilities
Accelerated	Project	Oversees testing support; reports progress or
Innovations	Manager	defects as required
Accelerated	SaaS	 Provides support to testing activities and resolves defects.
Innovations	Implementation Analyst	 Assists in testing initial releases of feature development against the requirements for that feature.
		• Perform initial testing of the integrations.
		 Provide consultation and technical support for Advanced Utility Systems Corporation led testing and verification of the [Subject] functionality.
		 Perform regression testing on the MyMeter functionality with each release.
		 Participate in system integration testing to validate proper operation of MyMeter as it relates to integration with CIS and Payments processor side interfaces.
		 Track Defects raised during Advanced Utility Systems Corporation testing and verification and provide resolutions in accordance with the terms and conditions described in the MPLSA.
Customer	Test Lead	Creates Test Plan.
		 Provides iterative feedback to the AI team for issue resolution.
		Oversight of Customer testing activities.
		 Joint responsibility for coordination of Defect resolution.

Table 5.	Testing	Roles	& Re	sponsibilities
			$\sim \cdots$	



Organization	Title	Responsibilities
		Creation of Test Summary Report.
		Assists in testing.
Customer	Testing Analyst	 Assists in initial integration testing (part of smoke testing) to ensure the expected result in the third-party systems (e.g., CIS).
		• Performs testing and documents results.
		• Provides iterative feedback to the AI team for issue resolution.

Context Diagram

The following context diagram (Figure 1) provides a graphical overview of the project



Core Deliverables

This Statement of Work covers the following core deliverables.

Deliverables	Lead	Support		
Enable MyMeter Software	Accelerated	Advanced Utility		
Base Platform and Usage Presentment	Innovations	Systems		
Bill Pay and Bill Presentment				
*Overall Phase 1 MVP scope as defined in Project Scope				
Enable Software as a Service Environments	Accelerated	Advanced Utility		
One (1) Production Environment	Innovations	Systems		
• One (1) Test Environment (If applicable)				
Project Delivery Services, as defined between AUS	Advanced Utility	Accelerated		
and AI	Systems	Innovations		
Standard MyMeter Training Offering, "train-the-	Accelerated			
trainer" format	Innovations			
Integrations: Accelerated Innovations will integrate t	o the systems belov	v in order to		
obtain the data needed for MyMeter. The detailed da	ata requirements an	d integration		
design will be defined and finalized during project pla	anning and design ad	ctivities. Customer		
will support the integrations in scope, in alignment w	vith the a) roles and	responsibilities		
described in this SOW and b) the mutually agreed-to integration design.				
File-based Standard Integration from CIS to	Advanced Utility	Accelerated		
MyMeter.	Systems	Innovations		
	Corporation			
The above integrations will use the MyMeter				
standard file format. Refer to Appendix A for more details.				
Web convice integration Customizations between	Accelerated	Advanced Utility		
Web service integration Customizations between	Innovations	Systems		
CIS and MyMeter (If applicable).		Corporation		
File based Standard Integration from MV/ 00 to	Advanced Utility	Accelerated		
File-based Standard Integration from MV-90 to	Systems	Innovations		
MyMeter (If applicable).	Corporation			
	Accelerated	Advanced Utility		
Web service integration Customizations between	Innovations	Systems		
CIS and MyMeter (If applicable).		Corporation		

Table 6.Core Deliverables



Deliverables	Lead	Support
Web service integration Customizations from MyMeter to a Advanced Utility Systems Corporation mechanism to render a portable data file (" PDF ") version of a customer bill (If applicable).	Accelerated Innovations	Advanced Utility Systems Corporation
File based and web service based standard integration between MyMeter and the Utility MDMS and/or AMI Head End System (If applicable).	Accelerated Innovations	Customer

Fees & Payment Schedule:

AI Customer Engagement Portal				
Module	Annual Mmaintenance and Support	Professional Services		
 Deployment of MyMeter Customer Portal: Project Management Data Integrity Configuration Advanced Standard Reports Conversion of Custom Reports Interfaces General Training Troubleshooting Development Post Live Support 	\$52,750*	\$67,500 \$22,500 Discount Total \$45,000.00		
Integration with Infinity CIS		Included		

*Annual fees outlined here replace existing link fees.

Any additional scope will be charged at the Advanced standard hourly rate of \$250. Note: Additional services required by Independence through the end of Post Live and approved through the Change Control Process (e.g. requirement changes or changes to the project scope) will be billed at a rate of \$250/hour. Services required after that period will be billed in accordance with the Support and Maintenance Agreement.





Termination:

Unless Advanced and/or Independence exercises its right to terminate this quote due to material breach or default, Advanced must provide, and Independence must purchase, Services from Advanced for the items defined within this quote.

If Independence and/or Advanced exercises its right to terminate this quote due to material breach or default, or Independence and/or Advanced terminates this quote without cause,

<Customer>'s obligation includes the following:

- 1. Provide notice of 10 calendar days for termination without cause;
- 2. Return the Software to Advanced and certify, under the hand of a duly authorized officer of the Organization, that all copies of the Software or any part thereof, in any form, within the possession or control of the Organization have been returned to Advanced. (if applicable)
- 3. Complete payment for services performed and expenses incurred prior to termination including:
 - a. Any amounts previously invoiced but unpaid;
 - b. Fees for services performed through the termination date which has not been invoiced; and
 - c. Any approved Travel and Living costs.

Advanced's obligation includes the following:

1. Provide notice of 10 calendar days for termination without cause.

Under no circumstances shall Advanced be liable for any special, indirect, consequential, punitive or incidental damages of any kind and shall not be liable for loss of profits, works stoppage, system failure or malfunction, loss of data or any other damages or losses in connection with this statement of work, even if Advanced has been advised of the possibility of such damages.

Approval Signatures

Approval Signatures confirm that Independence and Accelerated Innovations agree to abide to the scope of services and pricing as defined herein.

- *AUS will invoice Independence based on fees included in the Quote portion of this SOW.*
 - One-time fees will be invoiced at 50% upon signing and the remaining with MyMeter installation to a non-production environment.
 - Annual licensing will be invoiced fully with MyMeter installation to a nonproduction environment.
- Independence to pay invoice within thirty (30) days after it is received

Independence Approver:

Printed Name	
Signature Advanced Approver:	Date
Printed Name	
Signature	Date

Appendix A – MyMeter Utility License

This MyMeter Utility License Agreement ("Agreement") is a legal agreement between the Independence ("Utility") who purchased the MyMeter software and related services from an authorized reseller, and Accelerated Innovations, LLC ("AI") regarding the provision of, license to, access to, and use of the MyMeter software and related services (the "Services"). In this Agreement, "we", "us" and "our" refer collectively to AI.

IMPORTANT:

THIS AGREEMENT DOES NOT ALTER THE RIGHTS OR OBLIGATIONS AS BETWEEN UTILITY AND THE RESELLER FROM WHICH UTILITY PURCHASED THE RIGHT TO ACCESS AND USE THE SERVICES ("RESELLER"), PURSUANT TO ANY WRITTEN AGREEMENT BETWEEN UTILITY AND RESELLER REGARDING THE SERVICES. THIS AGREEMENT INSTEAD SETS FORTH ADDITIONAL TERMS DIRECTLY BETWEEN

UTILITY AND AI, AND UTILITY MAY OTHERWISE SEEK RIGHTS OR REMEDIES FROM RESELLER PURSUANT TO UTILITY'S AGREEMENTS WITH RESELLER.

UTILITY AGREES TO THE TERMS AND CONDITIONS OF THIS AGREEMENT UPON SIGNING A RESELLER AGREEMENT REGARDING THE SERVICES .

1. CERTAIN DEFINITIONS. In addition to other terms that are defined as set forth in this Agreement, the following terms shall have the following definitions:

1.1. "Device" means any Utility or Utility's User's computer, tablet, smartphone, or any other electronic device.

1.2. "Intellectual Property" means any and all of the following in any jurisdiction throughout the world and all rights in, arising out of, or associated therewith: (a) patents, utility models, and applications therefor, and all reissues, divisions, re-examinations, renewals, extensions, provisionals, continuations and continuations-in-part thereof, and equivalent or similar rights anywhere in the world in inventions and discoveries, including invention disclosures; (b) all trade secrets, inventions (whether or not patentable and whether or not reduced to practice), and other rights in know-how and confidential or proprietary information; (c) all mask works, works of authorship and copyrights, registrations and applications therefor, and all other rights corresponding thereto (including moral rights), throughout the world; (d) rights in software (including without limitation APIs, source code, object code, and mark-up language); (e) rights of publicity, personality, identification, or similar personal or group attributes; (f) trade names, logos, common law trademarks and service marks, trade dress, trademark and service mark registrations, and applications therefor and any goodwill associated therewith; and (g) any similar, corresponding, or equivalent rights to any of the foregoing and any other intellectual property or proprietary rights throughout the world.

1.3. "Modifications" means additional or modified functionality, updates, enhancements, security updates and patches, and upgrades to the Services or to remove or terminate the functionality of any Services in accordance with the termination provisions of this Agreement.

1.4. "Users" means each individual user of the Services.

2. LICENSE SUBJECT TO THIS AGREEMENT. Unless otherwise noted in this Agreement, and to the fullest extent allowed under any applicable laws, all terms and conditions of this Agreement apply to the license and Utility's accessing and using of any and all Services and provision of the Services to its customer Users, as otherwise granted pursuant to a written agreement with Reseller. Furthermore, Utility's license, access and use of any and all the

DVANCED UTILITY SYSTEMS

Services and provision of the Services to its customer Users is contingent on the remittance of payment by the Reseller under the Reseller Agreement executed between AI and Reseller ("Reseller Agreement"). Utility's license rights to the Services are subject to Utility's compliance with this Agreement and are also expressly limited to the rights granted by Reseller to Utility, which are in turn are limited by the rights granted by AI to Reseller to resell to Utility a license to access and use the Services and to allow its customer Users to access and use the Services (hereinafter, those rights and licenses Reseller is authorized to resell to Utility being "Rightfully Granted Licenses").

2.1. THIRD PARTY SOFTWARE. Utility acknowledges that AI may have incorporated into the Services Intellectual Property created by third parties ("Third Party Intellectual Property"), and Utility agrees that Utility's right to use the Services containing Third Party Intellectual Property may be subject to the rights of third parties and limited by agreements with such third parties.

2.2. TITLE AND OWNERSHIP OF THE SERVICES. Title to and ownership of the Services and all copies thereof remain with AI and any other licensor(s) of the same, regardless of the form or media in or on which they may exist, and Utility agrees to protect all of AI's ownership interests therein. Utility is granted no implied licenses to any other Intellectual Property rights other than pursuant to Rightfully Granted Licenses. Utility acknowledges that the Services contain trade secrets of AI, its suppliers, or licensors, including but not limited to, the specific internal design and structure of individual programs and associated interface information, databases and database structures, regulatory compilations, and other Content accessed within the Services. All rights not expressly granted in this Agreement or pursuant to Rightfully Granted Licensors.

3. RESTRICTIONS ON USE. Utility may use the Services only for purposes expressly permitted within the Services, pursuant to the terms of this Agreement, and pursuant to Rightfully Granted Licenses. As a condition of Utility's use of AI's Services, Utility warrants to AI that Utility will not use the Services for any purpose that is unlawful or prohibited by these terms, conditions, and notices. For example, Utility may not (and may not authorize any party to) do the following, except as allowed under Rightfully Granted Licenses: (i) co-brand the Services, (ii) frame the Services, without the express prior written permission of an authorized representative of AI, (iii) transfer, assign or sublicense Utility's login information or right to use the Services to another person or entity and Utility acknowledges that any attempted transfer, assignment, sublicense or use shall be void; (iv) make error corrections to, or otherwise modify or adapt, the Services or create derivative works based upon the Services, or permit third parties to do the same; (v) reverse engineer or decompile, decrypt, disassemble or otherwise reduce the Services to human-readable form, except to the extent otherwise expressly permitted under applicable law notwithstanding this restriction; (vi) disclose, provide, or otherwise make available trade secrets contained within the Services in any form, to any third party without the prior written consent of AI; (vii) use AI's Intellectual Property to develop any software application or products and services similar to the Services; or (ix) perform, display, or otherwise access or use the Services for the benefit of others outside of the scope of the Rightfully Granted Licenses granted to Utility. For purposes of this Agreement, "co-branding" means to display a name, logo, trademark, or other means of attribution or identification of any party in such a manner as is reasonably likely to give a User the impression that such other party has the right to display, publish, or distribute the Services or any Content accessible within the Services. In addition, Utility may not use Services in any manner which could disable, overburden, damage, or impair the Services or interfere with any other party's use and enjoyment of the Services. Utility may not obtain or attempt to obtain any materials, Content, or

information through any means not intentionally made available or provided through the Services. Utility may not use scrapers, bots, spiders, or other automated tools to collect or index the Content of the Services without our express permission.

4. MONITORING OF USE AND ADDITIONAL RESTRICTIONS. Utility acknowledges and agrees that AI reserves the right to remotely prevent access to and/or use of the Services, with or without notice to Utility, including without limitation in the event that (i) AI becomes aware, from Utility or otherwise, of unauthorized access or use of the Services by any third party using any user name, password, or other login credentials of Utility or its Users, or in the event of a security concern related to the Services, or (ii) Utility's violation of any term or condition of this Agreement. AI reserves the right, but does not have the obligation, to monitor use of Services to determine compliance with this Agreement. The types of information, such as Devices used to access the Services, may also be tracked by AI (such as via Internet Protocol address and other log information regarding the Device, its operating system, browser, and other information regarding the User) to identify the Device and locate where on the Internet that computer is located, as well as Utility's use of the Services. It is be Utility's responsibility to administer the use, distribution and security and of its and its Users' passwords. Utility shall immediately notify AI in the event that such passwords are compromised or being used by unauthorized users. AI may use and disclose Utility's and its Users' information, including without limitation Identity Content, in special instances when AI has reason to believe disclosing this information is necessary to investigate, identify, contact, or bring legal action against someone who may be causing injury to or interfering with AI's rights or property, other Service Users, or anyone else. AI may disclose information when subpoenaed, if ordered or otherwise required by a court of law, arbitrator, or other similar proceeding or the rules governing such a proceeding, for government investigations, with government agencies if required by law, to exercise, establish, or defend AI's or Reseller's rights, to protect AI's vital interests or those of any other third party, and when AI otherwise believes in good faith that any applicable law requires it.

5. UTILITY RESPONSIBILITIES. The Services need to pull certain data from the Utility's systems in order populate the databases used in the Services. This requires that the software data loader program be placed on the Utility's systems computer to pull data. The Utility shall be responsible for supplying and maintaining all computer hardware at its site. The computer hardware shall meet the following requirements: computer connected to the internet with at least a 15 MB internet bandwidth capacity, internal computer storage of 12 GB ram, and 150 GB disc space, and computer must be accessible by AI through secured internet connection. The Utility shall provide the data to AI in accordance with the file specifications to be provided to the Utility. The Utility is responsible for the content of any use or privacy policy to be included on the Utility's website. Said policy shall be made available to AI as a hyper link for inclusion on the web site for MyMeter. AI is not responsible for damages resulting from the web site privacy or use policy supplied by the Utility.

6. ADDITIONAL REPRESENTATIONS BY UTILITY. Utility represents and warrants that (a) Utility is the owner or authorized user of any information or content of any type provided by Utility in conjunction with the Services; and (b) Utility shall use the Services only for lawful purposes, and will comply at all times with all applicable federal, state, and local laws and regulations applicable to the use of the same.

7. PROPRIETARY INFORMATION. The material and content accessible through the Services including without limitation all Intellectual Property in or related thereto, whether software (whether in object code, source code, or mark-up language form), photos or other



images, video, audio, text, or otherwise (the "Content"), whether provided by AI or its licensors, is the proprietary information of AI or the party that provided or licensed the Content to AI, whereby such providing party retains all right, title, and interest in the Content. Accordingly, the Content may not be copied, distributed, republished, uploaded, posted, or transmitted in any way outside of the normal functionality of the Services without the prior written consent of AI. Modification or use of the Content except as expressly provided in this Agreement violates AI's Intellectual Property rights or the rights of its licensors. Neither title nor Intellectual Property rights to Content are transferred to Utility by access to the Services.

8. PROPRIETARY NOTICES. Utility agrees to maintain and reproduce all copyright, patent, trademark and other proprietary notices on all copies, in any form, of the Services and its Content, in the same form and manner that such copyright and other proprietary notices are included on the Services, whether they are AI notices or those of third parties including without limitation any other User.

9. UTILITY DATA OWNERSHIP. As between AI and Utility, "Identity Content" given to AI by Utility under this Agreement shall at all times remain the property of Utility and shall be Utility Confidential Information under Section 10 below. AI shall have no rights in the Identity Content other than the limited right to use such for the purposes of providing the Services or those expressly set forth in this Agreement. For the purposes of this Agreement, "Identity Content" shall mean any and all data received from the Utility that is identifiable as data from that Utility or data identifiable to a specific individual person.

CONFIDENTIAL INFORMATION. The Services, including, but not limited to, source and 10. object code, logic and structure, database structure, and any and all copies of the foregoing, regardless of the form or media in or on which any of them may exist (all together, the "AI Confidential Information") constitute valuable trade secrets, are the Intellectual Property and confidential information of AI and any other of their licensor(s), and are protected by copyright and Intellectual Property laws, international treaty provisions, and applicable laws of the country in which such AI Confidential Information is being used. AI Confidential Information additionally includes non-public information disclosed by AI if it is clearly and conspicuously marked as "confidential" or with a similar designation at time of disclosure or non-public information disclosed by AI if, by its nature, would generally be considered by AI to be confidential. Utility's confidential information is any passwords used in connection with the Software and information that Utility specifically designates as confidential. Neither AI Confidential Information nor Utility Confidential Information shall include information which: (i) is or becomes public knowledge through no fault of receiving party; (ii) was in receiving party's possession before receipt from the disclosing party; (iii) is rightfully received by receiving party from a third party without any duty of confidentiality; (iv) is disclosed to a third party by the disclosing party without a duty of confidentiality on the third party; (v) is independently developed by the receiving party; or (vi) is disclosed with the prior written approval the disclosing party. Each party may only disclose the other party's confidential information to those individuals who are participating in the performance of this Agreement and who need to know such confidential information for purposes of receiving and/or using such confidential information in a way expressly permitted by this Agreement, and neither party may use the confidential information of the other party for any purpose except as authorized under this Agreement. AI Confidential Information nor Utility Confidential Information may be



disclosed in response to a valid court order or other legal process only to the extent required by such order or process and only after the party making such response has given the other party written notice, if legally allowed, of such court order or other legal process promptly and the opportunity for that other party to seek a protective order or confidential treatment of such confidential information, at that other party's expense, with reasonable cooperation by the responding party. Each party shall retain all ownership of its confidential information including without limitation all Intellectual Property rights in that confidential information. Subject to the licenses granted in this Agreement, Utility agrees, both during the term of the Agreement and after the termination of the Agreement to hold AI Confidential Information in confidence and to protect the disclosed AI Confidential Information by using the same degree of care to prevent the unauthorized use, dissemination or publication of the AI Confidential Information as Utility uses to protect Utility's own confidential information of a like nature, but in no event with less than reasonable care. Utility shall be responsible and liable under the terms of this Agreement for any violation of the confidentiality requirements of this Section committed by Utility's employees, agents, representatives, or independent contractors.

11. MAINTENANCE AND UPGRADES. Any Modifications provided to Utility shall be subject to the rights and obligations, including without limitation the applicable license terms and license restrictions, set forth in and referenced by this Agreement.

12. TERMINATION. The licenses granted by AI under this Agreement may be terminated in accordance with the terms of the Reseller Agreement or any written agreement between Utility and Reseller regarding the Services. The licenses granted by AI under this Agreement immediately terminate upon any breach by Utility of this Agreement. Upon termination of a license from AI under this Agreement for any reason, Utility shall immediately cease using the Confidential Information of AI, and Utility shall (i) cease accessing and using the Services, and any access or use of the Services by Utility's Users, subject to the terminated license, (ii) return AI's Confidential Information to Reseller or destroy it, at Reseller's election, and (iii) at AI's request, provide AI and Reseller with certification from a principal officer of Utility's organization that Utility has complied in full with the requirements of this Section. The provisions of this Agreement shall survive any termination of this Agreement or any license rights in relation to the Services.

13. FEEDBACK. Utility may provide feedback to AI with respect to the Services. Notwithstanding any provision of the Agreement to the contrary, AI may use such feedback for any purpose without obligation of any kind. To the extent a license is required to make use of such feedback, Utility hereby grants to AI an irrevocable, non-exclusive, perpetual, royalty-free, transferrable license, with right to sublicense through multiple levels, to such feedback in connection with AI's business (and the business of its parent, subsidiary, sister, and otherwise affiliated businesses), including without limitation for the enhancement of the Services. Utility represents and warrants that (i) Utility owns or otherwise controls all of the rights in and to the feedback and can grant the license set forth in this Agreement, (ii) Utility has no obligations under law or contract, such as an employment or independent contractor agreement, that would interfere with the rights granted by Utility under this Agreement or would be interfered with by Utility's grant of such rights, and (iii) the feedback Utility supplies is accurate, not misleading, and otherwise in accordance with the terms of this Agreement, and such

feedback does not infringe or misappropriate the Intellectual Property of any third party.

14. DISCLAIMER. AI does not assume any responsibility or risk for Utility's use of the Internet. The Content is not necessarily complete and up-to-date and should not be used to replace any written reports, statements, or notices provided by AI or any third party.

ANY WARRANTIES REGARDING THE SERVICES ARE BETWEEN UTILITY AND THE RESELLER, AND NONE ARE GRANTED DIRECTLY TO UTILITY BY AI.

UTILITY'S AND ITS USERS' USE OF THE SERVICES IS AT UTILITY'S AND THOSE USERS' OWN RISK. THE SERVICES AND ITS CONTENT ARE PROVIDED "AS IS" AND WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESSED OR IMPLIED, FROM AI. AI DISCLAIMS ALL WARRANTIES, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NON-INFRINGEMENT IN RELATION TO THE SERVICES AND THE CONTENT. AI DOES NOT WARRANT THAT THE FUNCTIONS OR CONTENT CONTAINED IN THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THE SERVICES OR THE SERVER THAT MAKES THEM AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. AI DOES NOT WARRANT OR MAKE ANY REPRESENTATION REGARDING USE, OR THE RESULT OF USE, OF THE SERVICES OR CONTENT IN TERMS OF ACCURACY, RELIABILITY, OR OTHERWISE. THE CONTENT MAY INCLUDE TECHNICAL INACCURACIES OR TYPOGRAPHICAL ERRORS, AND AI MAY MAKE CHANGES OR IMPROVEMENTS AT ANY TIME. SOME STATES MAY NOT ALLOW THE DISCLAIMER OF IMPLIED WARRANTIES OR TO SELL A CONSUMER PRODUCT "AS-IS." SO THIS EXCLUSION MAY NOT APPLY TO UTILITY.

LIMITATION ON LIABILITY. TO THE FULLEST EXTENT ALLOWED BY LAW AI 15. AND ITS RESPECTIVE SUBSIDIARIES, AFFILIATES, LICENSORS, SERVICE PROVIDERS, CONTENT PROVIDERS, EMPLOYEES, AGENTS, OWNERS, SHAREHOLDERS, MEMBERS, OFFICERS, AND DIRECTORS, BUT EXCLUDING RESELLER WHOSE LIABILITY SHALL INSTEAD BE GOVERNED BY UTILITY'S AGREEMENT WITH THE RESELLER, WILL NOT BE LIABLE FOR ANY DIRECT, INCIDENTAL, INDIRECT, PUNITIVE, ACTUAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR OTHER DAMAGES, INCLUDING LOSS OF REVENUE, INCOME, PRODUCTION, USE, BUSINESS, OR PROFIT, OR LOSS OF DATA OR DIMINUTION IN VALUE, OR SIMILAR DAMAGES, EVEN IF AI HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL THE COLLECTIVE LIABILITY OF AI AND ITS RESPECTIVE SUBSIDIARIES, AFFILIATES, LICENSORS, SERVICE PROVIDERS, CONTENT PROVIDERS, EMPLOYEES, AGENTS, OWNERS, SHAREHOLDERS, MEMBERS, OFFICERS, AND DIRECTORS TO ANY PARTY (REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, OR OTHERWISE) EXCEED THE GREATER OF \$100 OR THE MINIMUM AMOUNT ALLOWED BY LAW. UTILITY EXPRESSLY UNDERSTANDS AND AGREES THAT ALL OF UTILITY'S RIGHTS AND REMEDIES RELATED TO OR ARISING OUT OF THE SERVICES ARE STRICTLY AND SOLELY BETWEEN UTILITY AND RESELLER. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR CERTAIN TYPES OF DAMAGES. AS A

RESULT, THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO UTILITY.

INDEMNITY. Utility will, to the fullest extent permitted by law, and excluding any 16. claim to the extent due to the gross negligence or intentional acts of AI, indemnify, defend, and hold AI and its respective subsidiaries, affiliates, licensors, content providers, service providers, employees, agents, owners, shareholders, members, officers, directors, and contractors (the "Indemnified Parties") harmless from: (1) any breach of this Agreement by Utility, including without limitation any use of Services and its Content other than as expressly authorized in this Agreement; (2) any claims brought by third parties arising out of Utility's or its Users' use of the Services, including without limitation any Content or information accessed from the Services; (3) personal injury, wrongful death or damage to tangible personal property caused by the products and/or services promoted, sold or distributed by Utility; (4) defective products promoted, sold or distributed by Utility; or (5) representations or claims made about products or services promoted, sold or distributed by Utility. Utility agrees that the Indemnified Parties will have no liability in connection with any of the above, and Utility agrees to indemnify against any and all resulting loss, damages, judgments, awards, costs, expenses, and attorneys' fees (collectively "Losses") of the Indemnified Parties in connection therewith.

17. TRADEMARKS AND COPYRIGHTS. Trademarks, service marks, logos, and copyrighted works appearing in the Services are the property of AI or the party that provided the trademarks, services marks, logos, and copyrighted works to AI. AI and any party that provided trademarks, service marks, logos, and copyrighted works to AI retain all rights with respect to any of their respective trademarks, service marks, logos, and copyrighted works appearing in the Services. Utility agrees that AI may identify Utility as a client and for such purpose use Utility's name and logo in connection with referencing AI clients in any publication, web site or press release.

18. MISCELLANEOUS. This Agreement, and all claims or causes of action (whether in contract, tort or statute) that may be based upon, arise out of or relate to this Agreement, or the negotiation, execution or performance of this Agreement (including any claim or cause of action based upon, arising out of or related to any representation or warranty made in or in connection with this Agreement or as an inducement to enter into this Agreement), and Utility's use of the Services (collectively a "Dispute"), shall be governed by, and enforced in accordance with, the internal laws of the State of Minnesota, including its statutes of limitation and excluding its conflicts of law rules. Utility's use of the Services may also be subject to other local, state, national, or international laws. Any legal suit, action, or proceeding arising out of or related to this Agreement or the licenses granted hereunder will be instituted exclusively in the federal courts of the United States or the courts of the State of Minnesota in each case located in the city of Minneapolis and County of Hennepin, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding.

Notwithstanding the foregoing, in lieu of or addition to any other remedies available to AI, AI may seek injunctive or other relief in any state, federal, or national court of



competent jurisdiction for (i) any actual or alleged infringement of AI's or any third party's intellectual property or proprietary rights; or (ii) any breach of the confidentiality provisions in this agreement. Utility hereby irrevocably consents to the exclusive jurisdiction and venue of the state and federal courts of the State of Minnesota with respect to any such injunctive or other relief. Utility further acknowledges that AI's rights in its intellectual property and confidential information are of a special, unique, extraordinary character, giving those rights peculiar value, the unauthorized use, disclosure, or loss of which cannot be readily estimated and may not be adequately compensated for in monetary damages.

If any part of this Agreement is unlawful, void, or unenforceable, that part will be deemed severable, shall be modified by a court of competent jurisdiction or arbitrator to reflect to the maximum extent possible the original intention of the parties as dictated by the original wording, and will not affect the validity and enforceability of any remaining provisions.

This Agreement shall be legally binding upon and inure to the benefit of AI and Utility, and our respective successors and permitted assigns.

If there is any waiver of a breach or failure to enforce any of the provisions contained herein, it shall not be deemed as a future waiver of said terms or a waiver of any other provision of this Agreement.

No amendment to or modification of this Agreement is effective unless it is in writing and signed by an authorized representative of each party.

Utility agrees that no joint venture, partnership, employment, or agency relationship exists between Utility and AI as a result of this agreement or use of AI's Services.

The section headings appearing in this Agreement are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or extent of such section or in any way affect such section.

This Agreement constitutes the entire agreement among the parties relating to this subject matter and supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written between Utility and AI with respect to the Services.

Notwithstanding the foregoing, any additional terms and conditions within the Services will govern the items to which they pertain.



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.

Proposed supplier name and address: Advanced Utility Systems 2235 Sheppard Ave E, Suite 1400 Toronto ON, Canada M2J 585	Estimated cost: \$ 45,000.00
Purchase Requisition #:	Munis Vendor ID # 92015 N Harris Corporation
	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

XXX **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.	This will create a customer engagement interface connecting the Invoice Cloud payment processor and CIS billing software with the web platform My Meter for customer to have information on their utility data, billing information, payment, historical usage, service orders – creating transparency for the utilities with the customers information.
What are the specific <u>necessary</u> features that this supplier provides that are not available from other suppliers?	CIS stores the billing information, Invoice Cloud stores the payment information and holds the PCI compliance for COI, My Meter will allow additional information from CIS to be available to the customer to allow transparency for the customers utility account. CIS owns the software code and no one else will be able to access the CIS code in the software.
Describe your efforts to identify other potential sources and how similar goods or services are <u>unable</u> to meet the required objective.	All other software companies would require an access to propriatory code in the CIS bill system that will not be grant. Only CIS will be able to create the raw data export from the billing software.
*Testing and Evaluations performed to support standardization.	Creates a raw data export in conjunction with Invoice Cloud for payment information to be stored in the My Meter software. Will provide COI the

*How will standardization support the department/agency?	opportunity to create a customer engementment platform with customers utility information. This integration will help COI become more transparent with utility information for the customers in a secure platform. Create a raw data file which can be loaded to a SFTP site for customer engagement portal and then maintain and update the information. Customer will have availability via the portal to find out usage information, payment information, submit meter readings, see service order information and other customer information without having to contact COI.		
Is this a one-time procurement?	*On-going Limited Source procurement requires justification to be renewed <u>every two years</u> .		
PRICE REASONABLE	NESS (Check all that apply and attach back-up documentation)		
	current published catalog, price lists, or market prices as documented in the rice is similar or less. Attach relevant documentation.		
 The price is set by law or regulati Other:			
appears to be in the best interest of the involvement in any way with this request personal familiarity with particular brand to Limited source this purchase when the By submitting this form to Munis, I herek	mited source is based upon an objective review of the product/service required and e City of Independence. I know of no conflict of interest on my part or personal it. No gratuities, favors or compromising action have taken place. Neither has my ds, types of equipment, materials or firms been a deciding influence on my request ere are other known suppliers to exist. by certify that this justification for Limited source procurement is accurate and		
complete to the best of my knowledge and belief. Printed/Typed Name: Mike Jackson Title: Deputy Director, Municipal Services			
	ach additional sheets of paper and submit with this completed form.		



SmartVX Statement of Work:

City of Independence, MO

Prepared By: Jared Brandon

N. Harris Computer Corp. 1 Antares Drive, Suite 100, Ottawa ON, K2E 8C4 www.harriscomputer.com

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Introduction

City of Independence, Missouri ("Independence") has selected Advanced Utility Systems ("Advanced"), a division of N. Harris Computer Corporation ("Harris") as its vendor partner of choice to assist in the implementation of a video engagement solution: SmartVX.

INDEPENDENCE and Harris, have proposed a joint team to collaboratively implement a cloud hosted solution, supported and maintained by Harris. The solution will be implemented using a combination of resources from both organizations. Except as otherwise expressly set for herein, this Statement of Work ("SOW") shall be subject to the terms and conditions of the Master Agreement between INDEPENDENCE and Harris dated October 21, 2015. These agreements are effective upon signature by and between Harris and INDEPENDENCE and are hereby incorporated by reference. In the event of a conflict between this SOW and the Master Agreement, this SOW shall control. This SOW defines the work to be performed by Harris and INDEPENDENCE for the project. This SOW includes a scope definition, high-level timeline, fees, and other terms and conditions specific to the services requested by INDEPENDENCE. "The Engagement" shall mean the performance by Harris of the services described in this SOW.

SmartVX is an off-the-shelf software product that can be configured to meet unique customer requirements. Standard software and configurations to be made have been specifically identified in Section 2 of this SOW. Any standard product functionality or configurations not outlined within this SOW is considered out of scope for this project. INDEPENDENCE expects that the software will perform substantially in accordance with standard product functionality. Any annual subscription-based license to use the SmartVX software granted by Harris is temporary and provisional for the time period and terms specified within this SOW.

IN WITNESS WHEREOF, a duly authorized representative of each party has executed this Statement of Work on the Effective Date:

City of Independence, MO

Name:	(Signature)	Name:	(Signature)
Name:	(eignature)	Name:	(oignataro)
Title:	(Print)	Title:	(Print)
Date:		Date:	

SmartVX Statement of Work City of Independence, MO

N. Harris Computer Corporation

1 Project Description

The purpose of this project is to provide INDEPENDENCE with Harris' SmartVX software application to be used for consumer engagement, program awareness and adoption.

Key project drivers for INDEPENDENCE include:

- Reduce unnecessary calls, emails, and walk-in traffic,
- Reduce unnecessary print, postage and related services costs,
- Increase adoption of campaigns/programs/incentives,
- Improve customer relations and public perceptions,
- Offer new solutions using modern technologies.

1.1 In Scope Items

The details below outline the intended scope of the project and the services to be delivered.

1.1.1 Software

Harris will provide INDEPENDENCE with access to the following software:

• Harris SmartVX

1.1.2 Configurations

The following configurations are included within the scope of this project. Upon commencement of the "Execution Phase", all configurations within scope of the project will be confirmed and any changes made after this point will result in a change order.

1.1.2.1 Email Distribution Engine

Harris will configure SmartVX's email distribution engine to include:

• INDEPENDENCE's logo.

1.1.2.2 Video Appearance

Harris will configure SmartVX's video packages based on the following inputs:

- INDEPENDENCE's logo.
- Color palette based on INDEPENDENCE's style guide.

1.1.2.3 Languages

The following languages will be supported within SmartVX videos and scenes:

- English
- Spanish

1.1.2.4 Videos & Scenes

The following SmartVX videos and scenes will be configured and implemented as part of this project:

1. Welcome (Video)

Distribution frequency: On event (Approval of new service)

Scenes: Qty 6

- a. Greeting
 - Viewer is addressed by their first name and welcomed to the video.
- b. Introduction to INDEPENDENCE
 - Viewer will receive a high-level introduction to INDEPENDENCE's history, services, mission/values, statistics, etc.
- c. Self-service portal enrollment
 - Viewer is invited to access the mobile app and engage.
- d. Online payments and autopay enrollment
 - Viewer is invited to make their payments online via the mobile app and enroll in having their balances atomically be paid in full when due via their preferred method of payment.
- e. Paperless billing enrollment
 - Viewer is invited to be 100% paperless and go online for accessing bills and other services.
- f. Summary "calls-to-action"
 - Viewer is presented with a summary of their options and can take action with each of them individually by clicking on them (where applicable).
 - Self-service portal enrollment
 - o Online payments & Autopay
 - Paperless billing enrollment

2. Invoice (Video)

Distribution frequency: On event (Issuance of bill)

Scenes: Qty 7

- a. Greeting
 - Viewer is addressed by their first name and welcomed to the video.
- b. Current bill information
 - Viewer is presented with the current balance due of their utility bill.
- c. Proration explanation

- Viewer is informed of how their bill is calculated.
- d. Self-service portal enrollment
 - Viewer is invited to access the mobile app and engage.
- e. Online payments and autopay enrollment
 - Viewer is invited to make their payments online via the mobile app and enroll in having their balances atomically be paid in full when due via their preferred method of payment.
- f. Paperless billing enrollment
 - Viewer is invited to eliminate paper and access bills online (electronic billing).
- g. Summary "calls-to-action"
 - Viewer is presented with a summary of their options and can take action with each of them individually by clicking on them (where applicable).
 - Self-service portal enrollment
 - Online payments & Autopay
 - Paperless billing enrollment

3. Portal Introduction (Video)

Distribution frequency: None. Non-personalized video static on Customer Self-Serve portal main log-in screen and/or on INDEPENDENCE's website. Scenes: Qty 12

- a. Greeting
 - Viewer is greeted and general purpose and/or benefits of portal conveyed.
- b. Registration
 - Viewer is instructed on where to access the portal and how to complete the registration process.
- c. General navigation
 - Viewer is presented with a high-level overview of the portal's main screens/tabs/buttons and their primary features/functions.
- d. Manage account information
 - Viewer is instructed how to view and modify personally identifying account information such as name, phone, email, address, guest user access, etc.
- e. View (detailed) usage
 - Viewer is instructed how to view their (detailed) utility service(s) usage.

- f. Comparisons
 - Viewer is instructed how to analyze changes in usage from their historical usage/bills (monthly, weekly, hourly, etc.).
- g. View bills
 - Viewer is instructed how to view electronic copies of their current and historical bills.
- h. Make payments
 - Viewer is instructed how to make one-time payments and/or enroll in autopay.
- i. Review transactions
 - Viewer is instructed how to view historical billing related transactions.
- j. Service requests
 - Viewer is instructed how to access and complete electronic forms related to starting, stopping, and transferring service.
- k. Notifications
 - Viewer is instructed how to configure notifications such as usage thresholds or bill issuance.
- I. Summary "calls-to-action"
 - Viewer is presented with a summary of their options and can take action with each of them individually by clicking on them (where applicable).
 - Register for or log-in to portal

4. Past Due Notifications (Video)

Distribution frequency: Daily (Relevant accounts) Scenes: Qty 5

- a. Greeting
 - Viewer is addressed by their first name and welcomed to the video.
- b. Level 1 Reminder
 - Viewer is reminded of the current balance past-due, the potential disconnect date, and informed of a potential late payment fee on their account.
- c. Level 2 Final reminder
 - Viewer is reminded of the current balance past-due, the disconnect date, and the late payment fee applied to their account.
- d. Online payments and autopay enrollment

- Viewer is invited to make their payments online (portal) and enroll in having their balances atomically be paid in full when due via their preferred method of payment.
- e. Payment arrangement
 - Viewer is offered the opportunity to establish a payment arrangement to avoid disconnection by making iterative payments towards payment of past-due amount.
- f. Summary "calls-to-action"
 - Viewer is presented with a summary of their options and can take action with each of them individually by clicking on them (where applicable).
 - Online payments & Autopay
 - Payment arrangement

5. Outage (Video)

Distribution frequency: Scheduled (Twice annually)

Scenes: Qty 5

- a. Greeting
 - i. Viewer is addressed by their first name and welcomed to the video.
- b. Outage Reporting and Updates
 - i. Viewer is informed of how outages can be reported and where information on current outages can be obtained.
- c. Confirm Contact Info
 - i. Viewer is presented with the current contact information the organization has on file for them and asked to contact the organization if changes are required.
- d. SMS Outage Alerts
 - i. Viewer is informed of the automatic opt-in for SMS notifications regarding outages, presented with the current phone number the organization has on file and invited to update/manage their contact info.
- e. Summary "calls-to-action"
 - i. Viewer is presented with a summary of their options and can take action with each of them individually by clicking on them (where applicable).
 - 1. Outage Reporting and Updates
 - 2. Check Contact Info
 - 3. SMS Outage Alerts

6. Caring Contact Program (Scene)

- Distribution frequency: As needed.
- Data: None (Generic).
- Description: ?

7. Critical Care Program (Scene)

- Distribution frequency: As needed.
- Data: None (Generic).
- Description: ?

8. HELP Loan Program (Scene)

- Distribution frequency: As needed.
- Data: None (Generic).
- Description: ?

9. Net Metering (Scene)

- Distribution frequency: As needed.
- Data: None (Generic).
- Description: ?

10. Surge Protection (Scene)

- Distribution frequency: As needed.
- Data: None (Generic).
- Description: ?

11. Security Lighting (Scene)

- Distribution frequency: As needed.
- Data: None (Generic).
- Description: ?

12. Tree Trimming (Scene)

- Distribution frequency: As needed.
- Data: None (Generic).
- Description: ?

13. Energy Star[®] Rebate Program (Scene)

• Distribution frequency: As needed.

- Data: None (Generic).
- Description: ?

14. Weatherization Assistance Program (Scene)

- Distribution frequency: As needed.
- Data: None (Generic).
- Description: ?

15. Report Flooding (Scene)

- Distribution frequency: As needed.
- Data: None (Generic).
- Description: ?

16. Snow Removal (Scene)

- Distribution frequency: As needed.
- Data: None (Generic).
- Description: ?

1.1.2.5 Media content

The following media content types are supported by SmartVX and can be configured per scene:

- Images Static pictures,
- Videos Recording of moving visual images,
- Audio:
 - Music Background vocal and/or instrumental sounds
 - Voiceovers Narration of the movie.

Should INDEPENDENCE request to use media content generated/provided by a third-party and licensed to INDEPENDENCE, then INDEPENDENCE must provide documentary evidence of INDEPENDENCE's rights and privileges to the media content. Harris reserves the right (but not the obligation) to approve or deny use of third-party media content in its sole discretion, but any approval by Harris does not eliminate INDEPENDENCE's obligation to defend, indemnify and hold harmless Harris from any claims brought by that third party for violating its intellectual property rights.

1.1.2.6 Delivery Methods

The following methods of SmartVX video delivery will be delivered as part of this project:

- 1. Ad-hoc emails
 - Sent to a specific Consumer.
- 2. Batch emails
 - Sent to a select group of Consumers.
- 3. Embedment within Accelerated Innovation's ("AI") MyMeter portal
 - Accessed by Consumers from within their authenticated MyMeter account.
- 4. Embedment within INDEPENDENCE's website
 - Accessed by Consumers from INDEPENDENCE's website.
- 5. QR code on 3rd party bill print
 - Accessed by Consumers by scanning QR code on bill (printed and mailed by 3rd party).
1.1.2.7 Integrations

During Phase 2 of the project, Harris will conduct a workshop to confirm, clarify and document project integration details. The following integrations are within the scope of this project:

VENDOR	SYSTEM	FORMAT	DIREC	METHOD	
Advanced	Infinity CIS V5	Web services	One- way	CIS -> Engage -> SmartVX	Allow-listed Public IP
Al MyMeter	Customer Self-Serve portal	iFrame	One- way	Portal -> SmartVX	SmartVX URL Link
INDEPENDENCE	INDEPENDENCE'S website	iFrame	One- way	Portal -> SmartVX	SmartVX URL Link
3 rd Party	Paper Bill Print & Mail	Flat File	One- way	CIS -> Print Vendor	SmartVX URL (QR Code)

1.2 Out of Scope Items

Anything in this section or not listed in the above "Areas within Scope" is considered out of scope for this SOW. Specific items that are currently out of scope of this project include:

- 1. Ability to meet or exceed customer requirements addressed within any prior Harris proposal where the response was "Not Available", optional, or references requirements, features, or functionality as a responsibility of INDEPENDENCE (unless stated otherwise within this SOW).
- 2. Activities associated with organizational change management. This is the people side of change management that includes managing the effect of new business processes, changes in organizational structure or cultural changes within an enterprise.
- 3. Training of or engagement with INDEPENDENCE's customers (public).
- 4. Any modifications to Harris software or integrations to other INDEPENDENCE software other than those outlined within this SOW.
- 5. Additional training if deemed required above contracted training outlined within this SOW.
- 6. Creation of user or organizational specific documentation. INDEPENDENCE will receive Microsoft Word format versions of Harris' standard documentation available.
- 7. Custom scene development unless otherwise outlined within this SOW.
- 8. Custom content, such as images, videos, voiceovers, and music, is not already available from within the SmartVX library unless otherwise outlined within this SOW.
- 9. SmartVX videos distributed by text SMS messaging.
- 10. SmartVX videos sent from INDEPENDENCE's email server.
- 11. Ad-hoc SMS texts sent by INDEPENDENCE directly to specific Consumers.
- 12. Batch SMS texts sent by INDEPENDENCE directly to select groups of Consumers.
- 13. Harris calculating and sending SmartVX personalized video links to 3rd party bill print and mail vendor.

2 Project Approach

To ensure the successful implementation of Harris SmartVX, Harris will leverage industry best practices and extensive industry experience in successfully implementing projects for utilities. The project approach will be based on the following guiding principles:

- Promote and foster INDEPENDENCE confidence in and ownership of the solution,
- Encourage the determination of related operational and cost metrics before software implementation to help support return-on-investment calculations afterwards,
- Establish and maintain consistent communication with INDEPENDENCE, and
- Ensure that project teams adopt a collaborative approach that follows project management principles and is measurable, tracked and proactively managed to ensure no surprises.

2.1 Roles & Responsibilities

Harris will structure a team that will facilitate strong project communication and clear accountability. Below is a chart outlining the roles and responsibilities of Project Team members:

Harris Project Team	Harris Project Team						
Role	Responsibilities						
Executive Sponsor	Provide overall project support						
Project Manager	Maintain project documents						
Troject Manager	Provide project oversight and guidance						
	Provide solution design consultation						
Functional & Testing	 Perform and refine solution configurations 						
Lead	Provide training						
	Provide testing support						
Technical Lead	Deploy integrations						
Technical Lead	Provide testing support						
INDEPENDENCE Project	Team						
Role	Responsibilities						
Executive Sponsor	Support project with appropriate funding and staff resourcing						
Business Decision Makers	Authorize strategic decisions for the project						
	 Primary day-to-day contact for the project 						
Project Manager	Plan and coordinate project activities						
	 Provide sign-off on project phases, deliverables, and acceptance 						
	Provide subject matter expertise for respective topics						
Core Team	Responsible for communicating business requirements with						
	regards to configurations						

	Coordinate tasks within each functional area during the project Verify initial solution setup
•	Attend training
•	Perform acceptance testing
•	Provide knowledge transfer throughout INDEPENDENCE

2.2 Project Delivery Model

The project will be implemented through the following phases and key activities:

Initiation	Planning	Execution	Closing	Operate
Key Activities Confirm project goals Ascertain project stakeholders Identify project constraints Categorize project risks Establish project communications <u>Milestones</u> Project Introduction Meeting <u>Deliverables</u> Project Charter	Key Activities Plan and schedule project Identify project roles Configuration workshop Issue and risk planning Establish project checkpoints <u>Milestones</u> Project Kickoff Meeting <u>Deliverables</u> Project Plan	Key Activities Oversee project team Configure integrated solution Communicate to stakeholders MPW Training MPW Testing <u>Milestones</u> Solution Training and Testing <u>Deliverables</u> Integrated Solution	Key Activities Hand over the solution Confirm completion of activities Solution Acceptance Sign-off Transition to Support Project review and client survey <u>Milestones</u> Project Closing Meeting <u>Deliverables</u> Accepted Solution	Personalized Video Distribution

The Harris Project Manager will oversee the project and work with INDEPENDENCE to plan and schedule the project. The Harris delivery team will configure the solution, conduct the training, and support the testing.

INDEPENDENCE will monitor the progress of the project and will be consulted in the planning and scheduling of the project. INDEPENDENCE will also ensure the appropriate Business Decision Makers are available to attend the configuration workshop and are authorized to approve the configuration decisions and the Core Team will be available to attend the training sessions and conduct solution testing as per the agreed upon schedule.

The project will be deemed complete, and the software will be considered operational once the items listed as in scope in Section 2 of this SOW have been configured and there are not any Priority 1 tickets open.

2.3 Sample Timeline Overview

The estimated duration of this project from initial kick-off to Operational readiness is approximately 3 months. The Implementation schedule and project plan will be prepared and presented during the Planning phase of the project. The plan will be agreed upon by all parties prior to the commencement of the project tasks. The following is a general overview of the expected project timing:

				Week 1	Week 2	Week 3	Week 4	Week 5	Week 6	Week 7	Week 8	Week 9	Week 10	Week 11
				-	2	ω	4	ហ	6	7	œ	9	5	=
MILESTONES & ACTIVITIES	PRIME RESOURCE	CONTRIBUTORS						DUR/	ATION					
Project Oversight PHASE 1: INITIATION														
Transition from Sales to Services	Harris Sales Rep	Harris Project Manager Harris Project Manager, INDEPENDENCE Project	1d											
Project Introduction Meeting	Harris Sales Rep	Manager	1d											
Draft Project Documents	Harris Project Manager	INDEPENDENCE Project Manager	5 d											
Project Charter Sign-Off	Harris Project Manager	INDEPENDENCE Project Manager	1 d											
PHASE 2: PLANNING														
Plan and Schedule Project	Harris Project Manager	INDEPENDENCE Project Manager	5 d											
Project Kick-Off Meeting	Harris Project Manager	INDEPENDENCE Project Manager	1 d											
Project Plan Sign-Off	Harris Project Manager	INDEPENDENCE Project Manager	1 d											
		INDEPENDENCE Business Decision Makers and												
Configuration Workshop	Harris Functional & Testing Lead	Core Team	5 d											
Configuration Doc Sign-Off	Harris Project Manager	INDEPENDENCE Project Manager	1 d											
PHASE 3: EXECUTION														
		INDEPENDENCE Business Decision Makers and												
Configure SmartVX	Harris Functional & Testing Lead	Core Team	5 d											
Setup Integrations	Harris Technical Lead	INDEPENDENCE Core Team	5 d											
Conduct Training	Harris Functional & Testing Lead	INDEPENDENCE Core Team	1 d											
Complete Testing	INDEPENDENCE Core Team	Harris Functional & Testing Lead	9 d											
Configuration Sign-Off	Harris Project Manager	INDEPENDENCE Project Manager	1 d											
PHASE 4: CLOSING														
Solution Hand-Off	Harris Project Manager	INDEPENDENCE Project Manager	1 d											
Transition to Support	Harris Project Manager	INDEPENDENCE Project Manager	1 d											
Project Review	Harris Project Manager	INDEPENDENCE Project Manager	1d											
Client Survey	INDEPENDENCE Project Manager	Harris Project Manager	1 d											
Solution Sign-Off	Harris Project Manager	INDEPENDENCE Project Manager	1 d											
PHASE 5: OPERATE														
Internal Launch	INDEPENDENCE Core Team	Harris Functional & Testing Lead	5 d											

2.4 Training

Each training activity is designed to assist users in becoming increasingly knowledgeable and proficient in Harris software. Harris believes it is extremely important for INDEPENDENCE to be trained with its own data and in its own environment. All training will utilize INDEPENDENCE's actual environment through a combination of teaching and hands-on activities. The goal is for INDEPENDENCE's users to become self-sufficient in working through their business processes by the Operate Phase.

Standard remote SmartVX training includes:

- 1. Introduction to SmartVX (30 minutes Core Team)
 - a. High-Level product overview
- 2. Introduction to SmartVX Admin Dashboard (1 hour Technical Core Team)
 - a. How to activate accounts and log-in
 - b. Managing user access to SmartVX
 - c. How to batch send video email links
 - d. How to review draft video templates being created/changed by Harris
- 3. Accessing reports
 - a. How to research historic video data sent from INDEPENDENCE to SmartVX
- 4. Introduction to SmartVX Customer Dashboard (30 minutes Core Team)
 - a. Searching for a specific customer video
 - b. Review types of videos available to INDEPENDENCE
 - c. Review the history of video notification emails and video views
 - d. How to send an "ad hoc" video by email

3 Project Assumptions

The services, fees, and delivery schedule for this engagement are based upon the following assumptions:

3.1 General

- a. Any items not explicitly identified within this document are considered out of scope. Any changes to those responsibilities and/or deliverables will be considered a change in scope for the engagement. Any proposed change to the engagement scope must be put into written format and be submitted to Harris during this engagement for review and consideration.
- b. The project will be deemed complete, and the software will be considered operational once the items listed as in scope in Section 2 of this SOW have been configured and there are not any Priority 1 tickets open for this project.
- c. All effort estimates and timelines are based on the Project Approach outlined within Section 2 of this SOW.
- d. All work is performed during regular Harris business hours.

3.2 Engagement

- a. INDEPENDENCE and Harris will assign the appropriate resources to schedule and complete all required responsibilities outlined within this SOW.
- b. INDEPENDENCE and Harris will provide access and support from their respective organizations, stakeholders, and third parties listed within this SOW as deemed necessary by INDEPENDENCE and Harris throughout this project.
- c. INDEPENDENCE will provide the appropriate remote access to its network, facilities, and systems, as may be required to perform activities from one of Harris' locations. Harris shall abide by all rules and directions of INDEPENDENCE when accessing networks, facilities, or systems.

3.3 Custom Modifications & Integrations

- a. Harris will work with INDEPENDENCE and all third-party vendors referenced in Section 2 of this SOW to ensure successful integrations and implementation of the solution. However, INDEPENDENCE will secure, as required and in a timely fashion, the assistance and cooperation of third-party vendors to ensure a successful implementation. A change order may be created if the third-party vendor is unavailable or non-cooperative and, as such, results in an impact on the schedule or effort.
- b. Third-party vendors' solutions can provide the information required by Harris as well as accept the information provided by Harris.

- c. INDEPENDENCE will ensure systems interfacing with Harris provide data in a format acceptable to Harris specifications as documented and mutually agreed upon in project documentation.
- d. All third-party software and hardware products are assumed to perform correctly in INDEPENDENCE's current production environment, in accordance with the appropriate third-party vendor's specifications.
- e. Unless specifically stated within this SOW, SmartVX will not be embedded within any third-party applications or websites.
- f. Unless specifically stated within this SOW, SmartVX will not display or be launched from any Customer or third-party supplied QR Codes.
- g. While SmartVX is capable of custom video/scene production, unless specially stated within this SOW, custom videos/scenes are not included within the scope of this project.
- h. Strictly stock images, videos, voices, music etc. ("media content") available from within the standard SmartVX libraries will be used within scenes/videos and no outside third-party provided media content is permitted.
- i. Should INDEPENDENCE request to use media content generated/provided by a third party and licensed to INDEPENDENCE, then INDEPENDENCE must provide documentary evidence of INDEPENDENCE's rights and privileges to the media content. Harris reserves the right (but not the obligation) to approve or deny the use of third-party media content in its sole discretion, but any approval by Harris does not eliminate INDEPENDENCE's obligation to defend, indemnify, and hold harmless Harris from any claims brought by that third party for violating its intellectual property rights.
- j. INDEPENDENCE will engage third-party bill print and mail vendor to calculate and render the SmartVX personalized video links for QR codes for the bills.

3.4 Technical

- a. SmartVX is hosted by Harris within secure Microsoft Azure Cloud environments within the Eastern United States.
- b. If required, INDEPENDENCE will provide appropriate remote access, such as a VPN, to its network, facilities, and systems as may be required to perform activities from one of Harris' locations. During the implementation, Harris requires direct access as required. Harris shall abide by all rules and directions of INDEPENDENCE when accessing INDEPENDENCE's network, facilities, or systems. These related activities, performed by Harris, will be done with proper notification.
- c. SmartVX sends notification emails to all contacts provided by the CIS, meaning multiple accounts with common contact information (i.e., Landlords and commercial entities) may receive multiple video notifications for the multiple accounts they are party to.
- d. SmartVX videos will render and play over most devices manufactured after 2016.

4 Fees and Payments

The following fees and payments are based on the scope outlined in Section 2.

4.1 One-time Costs

DESCRIPTION	COST
Harris Professional Services	
Project Management	Greeting and Invoice
Business Analysis	\$28,500.00
Creative Design	\$20,000.00
Implementation	
Configurations	Discount \$18,000.00
Integrations	
Testing	Tabal \$10 500.00
Training	Total \$10,500.00
Go-Live Support	
TOTAL ONE-TIME COSTS	\$10,500.00

4.2 Annual Recurring Costs

DESCRIPTION	COST

Harris SmartVX Subscription:	
Software Licensing	
Maintenance & Support	\$25,600.00/yr
Hosting & Technical Services	
Updates and Upgrades	
TOTAL ANNUAL RECURRING COSTS	\$25,600.00/yr*

*Year 1 discount of 50% will be applied reducing the annual cost to \$12,800.

4.3 Total Project Costs (Year 1)

TOTAL YEAR 1 PROJECT COSTS	\$23,300.00
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4.4 Estimated Travel Expenses

While travel is optional and available, based on current project scope, Harris does not anticipate any travel being required for a successful project as scoped.

4.5 Fees and Payment Assumptions

- Estimates are based on typical effort to implement Harris SmartVX for clients of similar size, complexity and requirements as INDEPENDENCE. Actual costs may vary depending upon factors such as: scope of integrations, configurations, testing, training, and INDEPENDENCE resource availability.
- 2. Price excludes any applicable taxes, duties and fees.
- Price does not include travel time or travel expenses, which are billed as incurred. Travel expenses typically include, but may not be limited to: airfare, transportation, meals, and accommodations.
- 4. Any additional professional services may be offered at a rate of \$235/hour.
- 5. Proposal is valid for 90 days from date of delivery and will then be considered expired. Project may need to be reassessed and re-quoted to ensure accuracy.
- 6. All invoices are payable within 30 days.

- 7. Recurring costs are based on a 5-year term and annual increases on recurring costs are limited to 5% or CPI, whichever is greater.
- 8. In the event INDEPENDENCE requires additional software subscriptions beyond those identified within this SOW, Harris will provide a quote at that time.
- 9. INDEPENDENCE's annual customer account growth rate is approx. 1.68%

4.6 Payment Milestones

Professional Services:

- 50% on July 1, 2024
- 50% on start of Phase 3 Execution

Subscription:

• 100% on July 1, 2024

5 Solution Descriptions

5.1 Videos

5.1.1 Welcome

Overview:

The main purpose of the "Welcome" video package is to greet new Customers, inform them of the resources available and encourage their enrollment in other services, programs, and campaigns that they are eligible for.

At a high-level, upon registering for service, viewers are greeted by their first name and presented with some general information about the Client (history, leadership, fun facts, etc). Viewers are invited to register for the self-service portal, make their payments online, enroll in paperless billing, and autopay.

Definitions:

- 1. "Package" refers to a pre-configured video prior to any customization.
- 2. "Client" refers to Harris' customer.
- 3. "Consumer" refers to Client's customers.
- 4. "Viewer" refers to an individual who watches a SmartVX video, typically a Consumer.
- 5. "Video" refers to a collection of scenes.
- 6. "Scene" refers to a specific segment of a video, often related to a specific theme or message.
- 7. "Media content" refers to the assets used in the creation of a video, such as images, motion graphics, music etc.
- 8. "Call-to-action" refers to the option(s) or prompt(s) Viewers are presented which are intended to drive action. These may be presented in the form of clickable links.
- 9. "Voice-over" refers to the audio narration of a video.

Assumptions:

- 1. SmartVX "Welcome Video" will be delivered based on scene's outlined below.
- 2. Client can configure "Welcome Video" with media content available within SmartVX's media library.
- 3. "About Us Introduction" will be configured based on information provided by the Client
 - Customizing this scene will require use of text-to-speech voices, or additional charge for voice talent recording
- 4. New Consumer (recent move-in/activation) billed services and account data are pushed from CIS to SmartVX.
- 5. Except for the personalized greeting, voiceovers and closed captions are more general and do not inject customer-specific information.
- 6. Variable data and related presentation of the variable data are customer specific.
- 7. "Calls-to-action" links will navigate to <u>existing websites</u> for Consumers to take the next steps.
- 8. SmartVX videos will render and play over most devices manufactured after 2016.

Notations:

Italics - indicates narrated voice-over

- indicates a narrated voice-over variable
- [] indicates variable data presented as a visual

Red text - Clarifications and assumptions.

Scenes:

#	Title	Voiceover, Closed Caption &	Data & Presentation	Notes
		Transcript		

1	Greeting	"Hi <firstname>, If you're watching this,</firstname>	[firstName]
		you've recently activated service with	[BilledServices] (i.e.
		our utility, and we want to take a	"Water", "Sewer", etc.)
		moment to welcome you and let you	
		know about resources and programs	
		we offer. You can click any of the links	
		at the end of this video to take the next	
		step!"	
2	About us	TBD – Based on Quadvest's input	
	Introduction		
3	Self-Service	"Did you know about our web portal?	[Client Portal URL]
	Portal	You can manage your account right	
		from your smartphone, tablet or	
		computer. Plus you can view and pay	
		bills, review your consumption and	
	- "	much much more!"	
4	Online	"AND with online payments, you can	[dueDate] (to start
	Payments &	schedule payments when it's	calendar flip animations
	AutoPay	convenient for you. You can save even	on customer specific
		more time by signing up for autopay.	date)
		Autopay allows you to automatically pay your bills without having to call us	
		or go online. You will be alerted by	
		email each time we receive your	
		payment."	
5	Paperless	"You can also sign up for paperless	
	Billing	billing, which is a more convenient way	
	-	to view your bills, and a great way to	
		protect the environment. We'll send	
		you an e-mail every month when your	
		bill is ready."	
6	Recap &	"Once again, welcome to our Utility!	[Client Logo]
	Calls-to-	Our priority is to provide you with	[firstName]
	action	reliable and quality	
		<electricity gas="" utility="" water=""> service.</electricity>	
		Please note our office hours on-screen.	
		To register for our web portal services,	
		simply click the buttons on your	
		screen."	

5.1.2 Invoice

Overview:

The main purpose of the "Invoice" video package is to inform consumers of their most recent bill, encourage payment, as well as take advantage of the resources and incentives they are eligible for.

At a high-level, viewers are greeted by their first name and welcomed to the video. They are then presented with the current balance due of their bill and explained how it was calculated. Viewers are invited to access the self-service portal, make their payments online, and autopay.

Definitions:

- 1. "Package" refers to a pre-configured video prior to any customization.
- 2. "Client" refers to Harris' customer.
- 3. "Consumer" refers to Client's customers.
- 4. "Video" refers to a collection of scenes.
- 5. "Scene" refers to a specific segment of a video, related to specific theme or message.
- 6. "Viewer" refers to an individual who watches a SmartVX video, typically a Consumer.
- 7. "Media content" refers to the assets used in the creation of a video, such as images, motion graphics, music etc.
- 8. "Call-to-action" refers to the option(s) or prompt(s) Viewers are presented which are intended to drive action. These may be presented in the form of clickable links.
- 9. "Voice-over" refers to the audio narration of a video.

Assumptions:

- 1. SmartVX "Invoice Package" will be delivered based on the scenes outlined below.
- 2. Client can configure the "Invoice Package" with media content available within SmartVX's media library.
- 3. Consumer's most recent bill and budget data are pushed from CIS to SmartVX.
- 4. With the exception of the greeting, voiceovers and closed captions are more general and do not inject customer-specific information.
- 5. Variable data and related presentation of the variable data are customer specific.
- 6. Scene #8's "Recap and Calls-to-action" links, navigate to existing Client websites or third-party applications for Consumers to take the next steps.

Notations:

Italics - indicates narrated voice-over

- indicates a narrated voice-over variable
- [] indicates variable data presented as a visual

Red text - Clarifications and assumptions.

Scenes:

#	Title	Voiceover, Closed Caption & Transcript	Data & Presentation	Notes
1	Greeting	"Hi <firstname>, we've made this video just for you."</firstname>	<firstname></firstname>	
2	Current Bill Proration Explanation	"Here are the charges from your most recent invoice, as well as your due date." "You recently had a change to your <electric naturalgas="" utility="" water=""></electric>	[Client Logo] [IastBillDate] [IastBillAmount] [dueDate] [billLineItems] [prorationChangeDate] [prorationChangeText] [prorationStartDate]	[billLineItems] should be limited to Qty 4. Scene is only displayed if proration
		service. So, we wanted to explain why your charges for this month may be different than usual." If prorationChangeText = 'meter exchange': "Your meter was replaced on this date." If prorationChangeText = rate increase': "Out rates went up on this date." If prorationChangeText = 'rate decrease': "Our rates went down on this date." If prorationChangeText = 'meter exchange': "To make things clearer, let's walk you through the change from this billing cycle. These are the days before your meter was exchanged. And these are the days after the change. As a result, you'll see two charges on your bill: a partial charge for the period before the meter exchange, and a second charge after the change." "To make things clearer, let's walk	 [prorationStartText] Original Meter Consumption Original Rate \$x.xxxx [prorationStartAmount] [prorationEndDate] [prorationEndText] New Meter Consumption New Rate \$x.xxxx [prorationEndAmount] 	fields are provided, which indicate a customer's most recent bill had a proration event.

		you through the change from this		
		billing cycle. These are the days		
		before the service changed . And		
		these are the days after the		
		change. As a result, you'll see two		
		charges on your bill: a partial		
		charge for the period before the		
		service changed, and a second		
		charge after the change took		
		effect."		
4	Self-	"Did you know about our web	[Client Portal URL]	
	Service	portal? You can manage your		
	Portal	account right from your		
		smartphone, tablet or computer.		
		Plus you can view and pay bills,		
		review your consumption and		
		much much more!"		
5	Online	"AND with online payments, you	[dueDate] (to start calendar	Only display if
	Payments	can schedule payments when it's	flip animations on customer	isAutopay = N
	& AutoPay	convenient for you. You can save	specific date)	
		even more time by signing up for		
		autopay. Autopay allows you to		
		automatically pay your bills		
		without having to call us or go		
		online. You will be alerted by		
		email each time we receive your		
		payment."		
6	Paperless	"We ALSO noticed that you haven't		Only display if
	Billing	signed up for paperless billing,		isPaperless =
		which is a more convenient way		Ν
		to view your bills, and a great way		
		to protect the environment. We'll		
		send you an e-mail every month		
		when your bill is ready."		
9	Recap &	"Thanks again for being our	[Client Logo]	
	Calls-to-	customer. To re-cap, this is your	[firstName]	
	action	total amount due and your due	[lastBillAmount]	
		date. To view and pay your bill or	[dueDate]	
		to register for our web portal	[isPortalUser] (to show/hide	
		services, simply click the buttons	"Portal Registration" button)	
		on your screen."	[isPaperless] (to show/hide	
			"Go Paperless" button)	



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 Procuremen	t Policy Section 13.A - B.				
I REQUEST THAT THE REFERENCED PURC	CHASE BE DECLARED A LIMITED	SOURCE PURCHASE.				
Proposed supplier name and address: N Antares Drive, Suite 100 Ottawa, ON Canada K2E 8C4	N Harris Computer Corp. 1	Estimated cost: \$ 12,800.00				
Purchase Requisition #:		Munis Vendor ID # 92015 N Harris Corporation 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 						
 Unique design – must meet phys Public Utility Services – Necessar Other	or a specific brand or factory aut c goods/services established in t cical design or quality standards. ry adjustment of utility facilities e is "Standardization" then addit	horized warranty services. he grant language. Attach grant for support. ional supporting documentation must be designating a brand name or manufacturer or by				
Describe the proposed goods or services.	This another software that will work in conjunction with the customer engagement interface connecting the Invoice Cloud payment processor and CIS billing software with the web platform My Meter for customer to have information on their utility data, billing information, payment, historical usage, service orders – creating transparency for the utilities with the customers information. This will provide the video aspect of the customer engagement portal.					
What are the specific <u>necessary</u> features that this supplier provides that are not available from other suppliers?	CIS stores the billing information and holds the PC additional information from C transparency for the custome code and no one else will be video functionality for custome.					
Describe your efforts to identify other potential sources and how similar	in the CIS bill system that wi	s would require an access to propriatory code Il not be grant. Only CIS will be able to create de this in the customer engagement portal.				

goods or services are <u>unable</u> to meet the required objective.				
*Testing and Evaluations performed to support standardization.	Creates ingration link between the payment process Invoice Cloud, CIS billing and My Meter software. Will provide COI the opportunity to create a customer engementment platform with customers utility information using short video segments, customer specific by utility. This integration will help COI become more transparent with utility information for the customers in a secure platform.			
*How will standardization support the department/agency?	Create a videos available to customer in the customer engagement portal, then maintain and update the infromation. Customer will have availability via the portal to find out usage information, payment information, submit meter readings, and vidoes to help explain and understand usage, and services provided.			
Is this a one-time procurement?	*On-going Limited Source procurement requires justification to be renewed every two years.			
PRICE REASONABLE	VESS (Check all that apply and attach back-up documentation)			
attachments and the proposed p				
appears to be in the best interest of the involvement in any way with this reques personal familiarity with particular branc to Limited source this purchase when the	mited source is based upon an objective review of the product/service required and e City of Independence. I know of no conflict of interest on my part or personal it. No gratuities, favors or compromising action have taken place. Neither has my ds, types of equipment, materials or firms been a deciding influence on my request are other known suppliers to exist. by certify that this justification for Limited source procurement is accurate and			
Printed/Typed Name: Mike Jackson	Title: Deputy Director, Municipal Services			
	ach additional sheets of paper and submit with this completed form.			

City of Independence AGENDA ITEM COVER SHEET

BILL NO. 24-716

Agenda Title:

24-716 Resolution for Erin Boatright to be reappointed to Public Safety Tax Oversight Committee

Department:	Contact Person:	
REVIEWERS:		
Department	Action	
City Clerk Department	Approved	
Council Action:	Council Action:	
ATTACHMENTS:		

Description

Type

Resolution Reappointing Erin Boatright to the Public Safety Tax Ordinance
 Oversight Committee

PSTOC Reappointment Boatright 2/19/2024 SH

BILL NO.

RESOLUTON NO.

A RESOLUTION REAPPOINTING ERIN BOATRIGHT AS A MEMBER OF THE PUBLIC SAFETY TAX OVERSIGHT COMMITTEE OF THE CITY OF INDEPENDENCE, MISSOURI

WHEREAS, the City Council of the City of Independence, Missouri, did pursuant to Resolution No. 5075, passed on the 17th day of May 2004, create the Public Safety Tax Oversight Committee within and for the City of Independence, Missouri, and,

WHEREAS, Erin Boatright was a member of the Public Safety Tax Oversight Committee, and her term has expired, and

WHEREAS, the City Council deems it advisable to reappoint Erin Boatright to said Public Safety Tax Oversight Committee because of their qualities of leadership, temperance, judgment, and interest in promoting education regarding purchase, construction, repair, maintenance, reconstruction of facilities and equipment and training, as well as observation of the collection and expenditures of the Fire Protection Sales Tax, the Public Safety Capital Improvements Sales Tax and the Use Tax for police personnel; and,

WHEREAS, said individual is duly qualified to serve, according to the Charter and ordinances of this City, and the Council affirms the individual appointments made by each councilmember.

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

SECTION 1. That the City Council of the City of Independence, Missouri, hereby reappoints the following individual to the Public Safety Tax Oversight Committee to serve without compensation for the indicated term or until duly succeeded by another person properly appointed and qualified:

Address Term Expires 18816 E. 25th St. South Erin Boatright November 15, 2026

Name

PASSED THIS _____ DAY OF MARCH 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



BILL NO. 24-717

Agenda Title:

24-717 Resolution for Bobby McCutcheon to be reappointment to the Tourism Commission

Department:		Contact Person:	Contact Person:			
RE	VIEWERS:					
Dep	partment	Action				
City Clerk Department		Approved				
Cοι	uncil Action:	Council Action:				
<u>AT</u> -	TACHMENTS:					
	Description		Туре			
D	Resolution for Bobby McCu	tcheon Reappointment to the	Ordinance			

Tourism Commission Tourism Commission Reappt. McCutcheon 3/4/24 SH

BILL NO.

RESOLUTON NO.

A RESOLUTION REAPPOINTING BOBBY MCCUTCHEON AS A MEMBER OF THE TOURISM COMMISSION OF THE CITY OF INDEPENDENCE, MISSOURI

WHEREAS, after creating the Independence Visitors Bureau by Ordinance No. 3973 and changing the name to the Tourism Advisory Board by Ordinance No. 4502, the City Council further refined membership numbers, qualifications, and eligibility by the passage of subsequent ordinances, the most recent (Ordinance No. 17869) was adopted on February 21, 2012; and by Ordinance No. 18623 the name changed to Tourism Commission; and

WHEREAS, the expiration of one term has created a vacancy, and,

WHEREAS, the City Council deems it advisable to reappoint Bobby McCutcheon to the Tourism Commission of the City of Independence, Missouri; and,

WHEREAS, said individual is duly qualified to serve, according to the Charter and ordinances of this City;

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

<u>SECTION 1.</u> That the City Council of the City of Independence, Missouri, hereby appoints the following individual to the Tourism Commission of the City of Independence, Missouri, each to serve without compensation for the indicated term or until duly succeeded by another person properly appointed and qualified:

Name	Address	Term Expires
Bobby McCutcheon	3421 S. Arrowhead Court	December 31, 2026

PASSED THIS _____ DAY OF MARCH, 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

BILL NO. 24-718

Agenda Title:

24-718 A resolution establishing the opioid settlement advisory committee, stating the broad policy guidelines for use of said funds, and outlining the process by which funds will be dispersed. (Sponsored by Councilmember Bridget McCandless)

Executive Summary:

The opioid settlement for municipalities in the United States involves numerous pharmaceutical companies agreeing to pay billions of dollars to resolve claims related to their role in the opioid crisis. The settlement aims to provide funds for addiction treatment, prevention programs, and other efforts to address the devastating impact of opioid addiction on communities. The City of Independence will be receiving funds as part of this settlement.

If approved, this resolution would establish a nine-member committee consisting of two City Councilmembers and seven at-large members. The City Manager would solicit applications, and the two Councilmembers assigned to the committee would interview applicants and recommend appointments to the City Council for confirmation.

The committee would be tasked with developing and administering an application process for use of these funds and make final recommendations to the City Council for their consideration.

Department:	City Council	Contact Person: McCandless	Bridget
REVIEWERS :			
Department		Action	
City Clerk Depa	rtment	Approved	
Council Action:		Council Action:	
-			

ATTACHMENTS:

Description

Resolution

Type Resolution

BILL NO. _____

RESOLUTION NO.

A RESOLUTION ESTABLISHING THE OPIOID SETTLEMENT ADVISORY COMMITTEE, STATING THE BROAD POLICY GUIDELINES FOR USE OF SAID FUNDS, AND OUTLINING THE PROCESS BY WHICH FUNDS WILL BE DISPERSED. (*Requested by Councilmember Bridget McCandless*)

WHEREAS, the City of Independence will be receiving funds from several collective opioid legal settlements, and;

WHEREAS, the drug use is a complex issue with broad societal and safety impacts, and;

WHEREAS, the City Council wishes to utilize the expertise of those individuals who live or work in the community, and;

WHEREAS, the City Council further desires to ensure that these funds are utilized in a manner that is consistent with the terms of each settlement and that funds are awarded in a fair, equitable, and unbiased manner that achieves the highest and best use of said funds, and;

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

WHEREAS, the Action Plan seeks to, in part, "work with our partners to improve education, public awareness, and to coordinate programs concerning public health...emergency services, criminal justice, and important social services";

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

<u>SECTION 1</u>. That the Opioid Settlement Advisory Committee is hereby created by the City Council of the City of Independence.

<u>SECTION 2.</u> That the Committee shall develop a formal process for soliciting applications, recommending award amounts to the City Council, and tracking the use of opioid settlement funds. The Committee shall pursue the highest and best use of these funds by seeking investments that compliment and support interventions with a solid evidence base. The City shall make investments recognizing that these are not unlimited funds and are time-limited within the bounds of the opioid settlement. The City shall follow the guidelines on disbursement including the prohibition of supplanting existing program funds and shall report the disbursements as set forward in the opioid settlement funding agreements. Opioid settlement funds shall be segregated from all other General and Special Use Funds.

<u>SECTION 3.</u> That the Opioid Settlement Advisory Committee shall consist of nine members who shall be residents of or work in Independence, two of whom shall be Council. The City Manager is hereby directed to solicit applications from candidates with the qualities of leadership, temperance, judgment and interest in programs and services designed to combat the opioid epidemic. The two Council Members assigned to this committee shall interview applicants and recommend appointments. Appointments to the committee will be made by a majority vote of City Council. The committee shall give priority to members who have lived experience, mental health or substance use disorder experience and bring a perspective with a broad range of ages.

SECTION 4. That the Opioid Settlement Advisory Committee shall serve without compensation for a term expiring no later than March 1st, 2025, unless further action of the Council extends the Committee's duties or until a successor is duly qualified and appointed.

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 Full Public Hearing for the application received from Smoke Brewing Company, LLC for a Restaurant Selling of Intoxicating Liquor by the drink license and a Retail Selling of Beer only in the original package license for Smoke Brewing Company that will be located at 19310 E. 50th Terrace.

Council Action:		Council Action:	
City Clerk Depart	tment	Approved	
Community Deve	elopment Department	Approved	
Department		Action	
REVIEWERS :			
Department: Development	Community	Contact Person:	Tom Scannell



BILL NO. 24-019

1R

Agenda Title:

24-019 1R Council action is requested on the application received from Smoke Brewing Company, LLC for a Restaurant Selling of Intoxicating Liquor by the drink license and a Retail Selling of Beer only in the original package license for Smoke Brewing Company that will be located at 19310 E. 50th Terrace.

Recommendations:

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

Executive Summary:

The applicant is requesting City Council approval for a Restaurant Selling of Intoxicating Liquor by the drink license and a Retail Selling of Beer only in the original package license. The applicant has also requested a Sunday Sales license. This license will be approved administratively should the City Council approve the licenses. The hours of operation will be Monday – Sunday 4:00 pm to 11:00 pm. The applicants anticipate 70% of sales to be from food and 30% to be from alcohol sales. The applicant has indicated that this location will have alcohol sales that meet the City's Alcoholic Beverage Code.

Background:

Applicant: Smoke Brewing Company, LLC Name of business: Smoke Brewing Company

Business Address: 19310 E. 50th Terrace

Size of establishment (includes outdoor patio space if applicable): Smoke Brewing Company will be operating within approximately 2,300 square feet of space at 19310

E. 50th Terrace. Customers will have access to approximately 5,000 square feet of a fully enclosed patio and bleacher space as well as access to building space leading to volleyball and pickleball courts.

Liquor License Types: Restaurant Selling of Intoxicating Liquor by the drink license and a Retail Selling of Beer only in the original package license including Sunday Sales Types of Alcohol to be sold/served: Various types of intoxicating liquor by the drink and beer in original package. **History of any liquor license at this location; if a new building, provide a brief update on the construction:** Smoke Brewing Company is a restaurant and brewery that is leasing space within the Epic Sports Lodge. They will be taking over the space previously occupied by Henson's Postgame at the Lodge. Prior to Henson's Postgame at the Lodge the Upper 90 Bar and Grill occupied the space. There are three other liquor establishments within 1,000 feet of the building all located to the northeast: Thai Kitchen, First Watch, and La Casa Mexico.

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

Managing Officer Information and results from background check: Smoke Brewing Company, LLC has indicated Glenn J. Edwards will serve as the appointed managing officer. The background investigation conducted by the Missouri State Highway Patrol on Glenn J. Edwards revealed he meets the requirements of the Alcoholic Beverages code.

-	partment: velopment	Community	Contact Person:	Tom Scannell
RE	VIEWERS:			
De	partment		Action	
Co	mmunity Deve	lopment Department	Approved	
	ance Departm		Approved	
	/ Managers O		Approved	
City	/ Clerk Depart	ment	Approved	
Со	uncil Action:		Council Action:	
<u>AT</u>	TACHMENT	<u>S:</u>		
	Description			Туре
D	Redacted Lic	quor Application		Backup Material
Aerial Map			Backup Material	
D	Zoning Map			Backup Material
		ottor		Backup Material
D	Notification L			•
	Notification L Notification A Inspection R	Addresses		Backup Material Backup Material



1/2 price \$600 CK \$8169 grup 2/16 Liquor License Application Form Regulated Industries Division 111 E. Maple Avenue Independence, MO 64050 (816) 325-7079 blicenses@indepmo.org 2/16/21

Application Type:	🔳 Package	🔳 Drink	Manufacturing	□ Wholesale	Special	🗆 Ow	nership Change
Business Informati							
This Business is a:			Partnership	🗆 LP	LLC		poration
Smoke Brewing	Company,	LLC			Restaura	int	
Legal Name of Enti	ty				Type of Bu	siness	
		A.S				540	
Doing Business as (ferent than	of the second				
19310 E 50th Te	rrace		Inc	dependance		MO	64055
Physical Address			City	1		State	Zip
PO Box 58 Lee's	Summit, N	NO 64063	8				-
Mailing Address (if	different fro	m above)					
816-365-9633		5		sm	okebrewing	jco@g	mail.com
Phone		Cell Pl	none	Ema	ail		
Missouri 2012			231	63429			
State & Date of Inc	orporation o	r Organizat	ion Misso	ouri Retail Sales	Tax Number		
February 26th							
Date business sche	duled to ope	en	1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 -				
Give dimensions or	square foot	age of the l	ouilding, outdoor pa	tio, and any oth	er areas in wl	nich alco	holic beverages
			uare feet inside				
			a church, school, or		P		
			m 7 days a week			511	
84			usiness purchased?				
Date of purchase:		was the st	Date of Possession	9.7 ST.			
and the second second and the second se	wher of the h	usiness ha	ve any interest, eithe		lirectly in the	husine	s for which you
seek a license? If s			ve any meerese, enne	er uncerty of ma	in coury, in the	busines	s for which you
No	-,						
119							
			, MO, for the follow			•	
above (mark all lice	ense types fo	r which you	are applying on page	ge 2). I also cert	ify that the ir	oformati	on given in this

application is true to the best of my knowledge and that the license is non-transferable. I also agree that this business will observe the restrictions specifically enumerated in Chapter 2 of the Independence City Code related to alcoholic beverages.

AS Education	Glenn J Edwards
Signature of Applicant	Printed Name
Owner De De	2-13-24
Title	Date



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

= beer Ebrubu

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

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

Package Liquor Licenses

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

Drink Licenses

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

Manufacturing, Distilling, Blending Licenses

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

Wholesale Licenses

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

Special Licenses

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



Liquor License Application Form

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

Managing Officer, Sole C	wner, or Mar	naging Part	ner Information			
Glenn J Edwards						
Full Name	1 11				Social Secu	rity Number
male 75	5.41	175		Fontanelle, IA		
Sex Age		Weight	Date of Birth	Place of Birth	Are you a	U.S. Citizen
Sex Age 104 SE LOUE9TLANUE	DR. L	_ee's Sum	nmit		MO	64063
Home Address	C	City			State	Zip
		8	Employment F	77 SMOREBREW Phone Email	INGCO GI	MAIZ-COM
Place of Employment (ot	her than busir	ness)	Employment F	hone Email		
		714			Ctoto	71.0
Employment Address	Ĺ	City			State	Zip
City or Town where the M	Managing Offic	cer, Sole Ov	vner, or Managi	ng Partner pays taxes:		
Lee's Summit, MO						
Will this person be in act	ive control an	d managem	ent of this busi	ness? Please explain (pa	rt-time/full-tir	me. etc.):
Yes, Full Time			1. 4. A. A. A. A.			
				and the second second		
Have you, any partner or			and the second			e
State or Federal Law? If	so, who, wher	re, when an	d what offense	do not include minor tra	affic offenses)	
No						
Have you, any partner or		er been the	holder of a lice	nse to manufacture or se	ell alcoholic be	everages,
which was revoked? If so	o, explain:					
No						
Have you, or any membe	er of vour hous	sehold or in	nmediate family	ever made application	for a permit fo	or the
Director of Liquor Contro	and a second		1. Sec. 1. Sec	And and a second s	100	
No						
Do you rent or lease the	promisos for	which this h	usinoss is to ho	used? If so, give terms	front or loas	and name
and address of property				useu: ii so, give terriis t	of rent of lease	e, and name
Rent, 10% of net Sales		for a nori	od of 5 years	starting on January	1 2024	
tion, togother bales	, per monur	ior a peri	ou or o years	starting on bandary	1, 2027	


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

Alcoholic Beverage Code Certifications – Restaurant Liquor Sales

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

Alcoholic Beverage Code Certifications – Package Liquor Sales

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

- O This location will have alcohol sales that are <u>less than</u> 90% of gross store sales.
- O This location will have alcohol sales that are more than 90% of gross store sales.

Additional Documentation Required

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

Please return this application and all required documents to the Regulated Industries Division at the address above. For questions about completing this application, please contact Jordan Ellena at JEllena@indepmo.org or by phone at 816-325-7183.



Liquor License Application Form

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

Partnership or Member Information (complete only for partnerships or LLCs with multiple me	mbers)
City next and in an U.C. next of the state of the state of the state of the next of the state of	

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

Corporate Information (complete only for a corporation)

List full name, complete address, phone number, date of birth and Social Security Number of all corporate officers: President: Vice President: Secretary: Treasurer: 816-367-9634 Glenn J Edwards, same as above 50% owner Managing Officer: Names, address, and phone number of shares owned of all stockholders who hold 10% or more of the capital stock: Josh Edwards, 50% Owner 2528 NE Willow Creek Lane Lee's Summit, MO 64086 816-365-9633 Is the corporation or any stockholder or the managing officer thereof, or any member of his/her household or immediate family, have interest directly in any other permit issued by the Director of Liquor Control? If so, explain: no Has any stockholder of the corporation or an officer ever been employed by any person, partnership, or corporation that had a license revoked or suspended? If so, who, where, when and what offense: no

Alcoholic Beverage Code Certifications - Adult Materials

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

O I certify this establishment <u>will</u> display or sell books, photos, magazines, videos, or other periodicals which are distinguished or characterized by the principal emphasis on matters depicting, describing, or relating to specified sexual activities.

Alcoholic Beverage Code Certifications – Allow Entry for Inspection

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

To whom it may concern:

Smoke Brewing Company will operate as a quick service restaurant serving beer, wine and spirits inside of Epic Center KC.

Thank You,

Glenn Edwards, managing member

Smoke Brewing Company, LLC



No Match Notification

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

Date of Search: 02/13/2024

Name (1): GLENN EDWARDS

Name (2):

Name (3):

Date Of Birth:

SSN:

Control Number: 6678583

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

Missouri State Highway Patrol Criminal Justice Information Services Division PO BOX 9500 Jefferson City, MO 65102 No Match Notification

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

Date of Search: 02/13/2024

Name (1): JOSH EDWARDS

Name (2):

Name (3):

Date Of Birth:

SSN:

Control Number: 6678582

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

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

ACCOUNT VALUE		payments.jacksongov.org		PIN #: 117756
DESCRIPTION	2023		TRIBUTION	
Personal Property Faxable Value Total Assessed Value Total	\$10,950 \$10,950 \$10,950	AGENCY LEES SUMMIT SCHOOL R-VII CITY - LEES SUMMIT	LEVY 4.7112 1.2794	AMOUN 515.8 140.0
ICA: 049 Lender: Location: 104 SE WESTWIND DR		JACKSON COUNTY MID-CONTINENT LIBRARY METRO JUNIOR COLLEGE MENTAL HEALTH BOARD OF DISABLED SERVICES	0.5116 0.2911 0.1780 0.0953	56.02 31.88 19.49 10.44
076100000		STATE BLIND PENSION Total Levy Rate	0.0716 0.0300 7.1682	7.84 - 3.29
076109052 EDWARDS GLENN JEFF 104 SE WESTWIND DR LEES SUMMIT MO 64063	07503			
YEAR DESCRIPTION		ECIAL ASSESSMENTS		
2023 Property Tax Prin	cipal	AMOUNT BILLE 784.9 Total for Tax Y Total for All T	2	NCE DUE 784.92 \$784.92 \$784.92
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			9,	800.00
	Jackson County, M City of Lee's Summit	10		
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ACCOUNT VALUE			E PROPERTY TAX STATEMENT ents.jacksongov.org	PIN	#: 1177
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Personal Property	2023	-	AGENCY		
Taxable Value Total	\$10,950 \$10,950	L	EES SUMMIT SCHOOL P VIT	<u>LEVY</u> 4.7112	AMOU
Assessed Value Total	\$10,950		ITY - LEES SUMMIT	1.2794	515
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		B	OARD OF DISABLED SERVICES	0.0953	10.
		D	TALE BLIND PENSTON	0.0716 -	7.
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EDWARDS GLENN JEFF		07503			
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LEES SUMMIT MO 64063					
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MICHAEL K. WHITEHEAD, CHAIRMAN HENRY R. CARNER, SECRETARY COLLEEN M. SCOTT, MEMBER LYLE K. QUERRY, MEMBER

TAMMY L. BROWN, DIRECTOR SARA A. ZORICH, DIRECTOR



215 NORTH LIBERTY POST OFFICE BOX 296 INDEPENDENCE, MISSOURI 64051 (816) 325-4600 FAX (816) 325-4609

https://jcebmo.org

CERTIFICATION OF REGISTRATION

February 14, 2024

This is to certify that Glenn J Edwards is registered in the 40/A Precinct of

Prairie Township, Jackson County, Missouri having registered

on the 6th of June, 1981.

Date of Birth: 01/01/1949

Address:

104 SE Westwind Dr, Lee's Summit, MO 64063

Signature must be signed in the presence of Election Board Clerk

Board of Election Commissioners

(This certificate is not valid without official seal.)

(Information Given under Oath by person at Time of Registration)

Residency of New Registrant

The person named on this affidavit registered to vote on the date indicated. Residency is not yet verified. The Jackson County Board of Election Commissioners will now verify the residence as provided by law (115.193.1, R.S.Mo.), by the use of a first class, non-forwardable piece of mail.





















Entrance

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Official Receipt

Jackson County, MO 2023 Property Tax

Paid February 13th, 2024

Receipt Details

Receipt Number 14139370

Payer Name SMOKE BREWING COMPANY LLC

Payer Address 209 SE MAIN ST LEES SUMMIT, MO 64063

Personal Property

Property Account Number 20160396B

Name SMOKE BREWING COMPANY LLC

Address 209 SE MAIN ST LEES SUMMIT, MO 64063

Since 2016-01-01

Tax Year 2023

Receipt Details Category

Description MACR 5YR

Category

Description MACR 7YR

Amount Applied \$776.89

Amount Applied \$23.31

Amount Applied \$0.75

Amount Applied \$16.00

Amount Applied \$8.00

Amount Applied \$0.52

Amount Applied \$0.26

Amount Applied \$40.01

Amount Applied \$1.29 Unpaid Balance \$0.00

Unpaid Balance \$0.00 Purchase Year 2017

То

10.24

Amount Applied

\$892.03

Tender Type ELECTRONIC CHECK

Item ID 4052707

Purchase Year 2017

Item ID 4052708

> Description A/V Principal-Regular

Description A/V Interest

Description A/V Interest

Description Chapter 52 General Fund Collect

Description Chapter 52 Maintenance Fund Col

Description Chapter 52 General Fund Collect

Description Chapter 52 Maintenance Fund Col

Description Chapter 141 General Fund Collec

Description Chapter 141 General Fund Collec



ity of Independence MO Invoice# INV-79964 Payment Confirmation

message

ity of Independence MO <no-reply@invoicecloud.net> eply-To: City of Independence MO <ucs@indepmo.org> o: smokebrewingco@gmail.com



Dear

Thu, Feb 8, 2024 at 2:46 P

	Account Number:	
Thank you for your payment to City of Independence MO.	109830::93	
Your payment has been successfully processed and your account has been updated.	Invoice Number:	
If you have any questions regarding your account, please email us at bpermits@indepmo.org. Be sure to include your name, permit or license number, contact phone number and a brief description of your issue. You may	INV-79964	
also contact us by phone at (816) 325-7401.	Payment Amount:	
Thank you for being a valued City of Independence MO customer. Please Note: To ensure delivery of account related email notifications, please	\$105.00	
add no-reply@invoicecloud.net to your safe senders list.	Service Fee:	
	\$3.10	
	Total Amount:	
	\$108.10	
	Message:	
	Approved 678152	

Payment Confirmation

Powered By **Invoice**Cloud



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TAXATION DIVISION PO BOX 3666 JEFFERSON CITY, MO 65105-3666



Missouri DEPARTMENT OF REVENUE

Telephone: 573-751-9268 Fax: 573-522-1265 E-mail: taxclearance@dor.mo.gov

SMOKE BREWING COMPANY LLC 209 SE MAIN ST LEES SUMMIT, MO 64063-2331 DATE: 02/16/2024 VALID THROUGH: 05/16/2024 LEE'S SUMMIT

02/16/2024

CERTIFICATE OF NO TAX DUE

MISSOURI TAX IDENTIFICATION NUMBER: 23163429

To Whom it May Concern: The Missouri Department of Revenue certifies the above listed taxpayer has filed all required returns and paid all sales or withholding tax due, including penalties and interest, and does not owe any sales or withholding tax, as of 02/16/2024. This review does not include returns that are not required to be filed as of this date or that have been filed but not yet processed by the Department.

This statement only applies to sales and withholding tax due and is not to be construed as limiting the authority of the Director of Revenue to assess, or pursue collection of liabilities resulting from final litigation, default in payment of any installment agreement entered into with the Director of Revenue, any successor liability that may become due in the future, or audits or reviews of the taxpayer's records as provided by law.

THIS CERTIFICATE REMAINS VALID FOR 90 DAYS FROM THE ISSUANCE DATE.

TAXATION DIVISION







March 7, 2024

Dear Property Owner:

Smoke Brewing Company, LLC submitted a liquor license application for the Restaurant Selling of Intoxicating Liquor by the Drink Including Sunday Sales and Retail Selling of Beer Only in Original Package with the City of Independence Regulated Industries Division. The application is for Smoke Brewing Company located at 19310 E. 50th Terr., Independence, MO 64055.

City Code requires written notification of the public hearing to all Property Owners within three hundred (300) feet of the proposed premises. The public hearing pertaining to this case is scheduled for the regular City Council meeting at 6:00 p.m., Monday, March 18, 2024, in Council Chambers at 111 East Maple Ave.

During the public hearing, you will have an opportunity to speak for or against this liquor license application before the City Council considers this application. You do not need to sign-up to speak at this public hearing.

Please contact our Regulated Industries division at (816) 325-7183 or at <u>idodson@indepmo.org</u> if you have any questions regarding this notice.

Regards,

Jill M. Dodson

Jill M. Dodson Regulated Industries Supervisor

Owner	Address	City	State	Zip Code
JACKSON COUNTY MISSOURI	415 E 12TH ST	KANSAS CITY	MO	64106
TCP FUND I LLC	4706 BROADWAY STE 240	KANSAS CITY	MO	64112
EPIC CHURCH	3711 S WHITNEY AVE	INDEPENDENCE	MO	64055
CRACKERNECK PLAZA SHOPPING CENTER INVEST	PO BOX 6821	LEAWOOD	KS	66206
TCP FUND I LLC	4706 BROADWAY STE 240	KANSAS CITY	MO	64112
EPIC CHURCH	19260 E 50TH TER S	INDEPENDENCE	MO	64055
VALLEY COMMUNITY CHURCH	19260 E TERRACE S	INDEPENDENCE	MO	64055
VALLEY COMMUNITY CHURCH	19260 E TERRACE S	INDEPENDENCE	MO	64055
JACKSON COUNTY MISSOURI		INDEPENDENCE	MO	64050
RM12A HOLDINGS LLC	19301 E 50TH TER	INDEPENDENCE	MO	64055
VALLEY COMMUNITY CHURCH	19260 E TERRACE S	INDEPENDENCE	MO	64055

Liquor License Inspection Report

3/4/2024

Business

<u>Owner</u>

<u>License(s) Applied For</u> Retail Selling of Beer only in the original package; inc. Sunday Sales (P3) Restaurant Selling Intoxicating Liquor (R1) Sunday Sales (S0)

This is a request for information regarding the above named proposed liquor license application. Please respond to this request within ten (10) working days of the above date. If not returned within ten (10) working days, your approval will be assumed. All comments will be forwarded to the City Council along with the application.

Health Department - Complete

WILL PROPOSED USE HAVE ANY ADVERSE IMPACT ON PUBLIC HEALTH OR SAFETY?	Response:	NO
Comments:		
DOES BUILDING COMPLY WITH ALL HEALTH DEPARTMENT REGULATIONS?	Response:	YES
Comments:		
Approve		
	Response:	
Comments:		
WILL THE DENSITY OR LOCATION HAVE ADDITIONAL IMPACT ON CRIME IN THE AREA?	Response:	NO

Comments:

_



BILL NO. 24-014

2R

Agenda Title:

24-014 2R 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.

 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.

 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.

Specifies every tow service business shall maintain a separate log or 0 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).

 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: Development	Community	Contact Person:	Tom Scannell
REVIEWERS :			
Department		Action	
City Clerk Depa	rtment	Approved	
Council Action:		Council Action:	
ATTACHMEN	[S:		
Description	า		Туре
D Ordinance			Ordinance

City Code Changes

D

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:

<u>SECTION 1.</u> 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.
- 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 <u>Chapters 4 and 14. Section</u> 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.c.), Section 4.01.002 (302.2 D.3.c.), 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 <u>Community Development</u> 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 <u>**Community Development**</u> 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 <u>Community Development</u> 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 <u>Community Development</u> 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.

<u>The following words, terms and phrases, when used in this article, shall have the meanings</u> 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.

<u>Cruising means operating a tow vehicle on a public highway at a slow rate of speed or parked</u> 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.

<u>Highway</u> 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.

<u>Operating, operation of or to operate a tow vehicle means all acts and functions incident to the</u> 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.

<u>Owner means any person who holds legal title to a vehicle or one who has the legal right to the control and possession thereof.</u>

<u>Person</u> means any individual, assumed name entity, partnership, joint venture, association, corporation or other legal entity.

<u>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.</u>

<u>Storage fee means the compensation payable for the storage of a towed motor vehicle that has</u> 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.

<u>Tow, tows or towing means the act of removing, by tow vehicle, a motor vehicle from public or</u> 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."

<u>Tow service business means any person, firm, association, corporation, partnership or</u> 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.

<u>Tow vehicle means any motor vehicle which is designed or equipped to or which does in fact</u> 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.

<u>The provisions and prohibitions of this article shall not apply to any person who necessarily</u> <u>must act immediately to prevent death or bodily injury or extract a person from automobile</u> <u>wreckage.</u>

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.

<u>The name and business telephone number of the tow service business shall be legibly printed</u> in letters not less than 3 inches high on each side of all tow vehicles in accordance with RSMO <u>Section 304.158.</u>

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.

<u>Tow vehicle operators shall pick up and properly dispose of all vehicle parts, glass, and other</u> <u>debris deposited on the roadway or right of way as a result of an accident or vehicle break down,</u> <u>but only after receiving authorization to by a police officer at the scene.</u>

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.

<u>All tow service businesses operating in the City shall obtain a policy of insurance from a</u> 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.

<u>Any tow service business that tows a motor vehicle from a location within the city shall take</u> 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.

<u>A tow business service, tow vehicle operator and storage facility operator shall accept payment</u> 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 <u>use of these services.</u>

Sec. 18.25.211. Receipt.

<u>Upon payment of all towing, storage and, if applicable, retrieval fees, the tow service business</u> 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.

<u>The receipt must be signed by the vehicle owner or custodian on the date that payment is</u> 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.

<u>A tow service business operating a tow vehicle pursuant to the authority granted in this chapter shall:</u>

- (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.

<u>Every tow service business shall maintain a separate log or other document which shall show,</u> 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.

<u>The provision of this chapter shall not be applicable to any person operating a tow vehicle</u> <u>under the terms of a written contract for a specific period of time with any person, firm or</u> <u>corporation to tow, transport, convey or move vehicles owned, controlled or in the custody of such</u> <u>person, firm or corporation to a specific location so designated, for consideration set forth in such</u> <u>contract; provided that the said person has in their possession at all times while towing,</u> <u>transporting, conveying or moving any such vehicle, such contract or an affidavit which shall recite</u> <u>the existence of the said contract, the name, address and phone number of the contracting parties,</u> <u>the term of the contract and the scope of services to be performed. Any person seeking exemption</u> <u>under this provision shall display such contract or affidavit when required to do so by any law</u> <u>enforcement officer.</u>

Sec. 18.25.216. Informal disposition.

<u>Nothing contained in this chapter shall preclude the informal disposition between the director</u> and any person by stipulation, consent order or default, or by agreed settlement. Sec. 18.25.217. Authority to prescribe additional rules and regulations.

<u>The director is authorized to make and promulgate reasonable and necessary safety rules and</u> <u>regulations to carry out the provisions of this article. A copy of all such rules and regulations shall</u> <u>be on file with the director.</u>

Secs. 18.25.218-18.25.299. Reserved.

DIVISION 3. BUSINESS LICENSE REQUIRED

Sec. 18.25.300. Business license required.

<u>It shall be unlawful for any person to report for or make a tow in the City unless the tow</u> service business has a valid business license in accordance with Chapter 5 of the City Code. <u>Application for a business license shall be made by the tow service business on a form furnished by</u> <u>the City.</u>

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.

<u>Every tow service business operating in the City shall comply with all city, state and federal</u> laws. Failure to do so will justify suspension or revocation of the tow service business by the <u>director.</u>

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.

<u>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.</u>

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.

<u>The division does not apply to the towing of motor vehicles identified in Section 18.25.002.</u> 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.

<u>Prior to towing any motor vehicle, the tow service business or operator shall contact the city's</u> 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.

<u>Provided, that the requirements of this section shall not apply to areas providing parking for</u> <u>single-family, two-family and townhouse dwellings, as such dwellings are defined in the city zoning</u> <u>ordinance.</u>

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.

<u>SECTION 3.</u> 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 <u>underscored</u> 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, allterrain 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.
- 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 <u>Chapters 4 and 14.</u> 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 <u>Community Development</u> 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 <u>Community Development</u> 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 **<u>Community Development</u>** 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 <u>Community Development</u> 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.

<u>The following words, terms and phrases, when used in this article, shall have the meanings ascribed to</u> 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.

<u>Cruising means operating a tow vehicle on a public highway at a slow rate of speed or parked in a parking</u> 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.

<u>Person means any individual, assumed name entity, partnership, joint venture, association, corporation or</u> <u>other legal entity.</u>

<u>Retrieval fee means the compensation payable for the retrieval of a towed motor vehicle from a facility</u> owned, operated, leased or used by a tow vehicle service, whether that facility is located within or beyond the city.

<u>Storage fee means the compensation payable for the storage of a towed motor vehicle that has been</u> <u>stored at or in a facility owned, operated, leased or used by a tow vehicle service, whether that facility is located</u> <u>within or beyond the city.</u>

Tow, tows or towing means the act of removing, by tow vehicle, a motor vehicle from public or privatelyowned 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."

<u>Tow service business means any person, firm, association, corporation, partnership or organization</u> 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.

<u>Tow vehicle means any motor vehicle which is designed or equipped to or which does in fact provide any</u> 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.

<u>The receipt must be signed by the vehicle owner or custodian on the date that payment is made and a</u> <u>copy of the signed receipt must be given to the vehicle owner or custodian on the day the receipt is signed.</u>

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 <u>RSMo Section 287; and</u>
- (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.

<u>Every tow service business shall maintain a separate log or other document which shall show, for each</u> 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 pubic 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.

<u>The director is authorized to make and promulgate reasonable and necessary safety rules and regulations</u> to carry out the provisions of this article. A copy of all such rules and regulations shall be on file with the <u>director</u>.

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.

<u>Every tow service business operating in the City shall comply with all city, state and federal laws. Failure to</u> <u>do so will justify suspension or revocation of the tow service business by the director.</u>

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.

<u>The division does not apply to the towing of motor vehicles identified in Section 18.25.002. from public</u> <u>streets and other locations within the city that is performed pursuant to an ordinance or contract with the city,</u> <u>or to the storage of such vehicles.</u>

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.

<u>Prior to towing any motor vehicle, the tow service business or operator shall contact the city's police</u> <u>department and provide the following information:</u>

- (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.

<u>Provided, that the requirements of this section shall not apply to areas providing parking for single-family,</u> <u>two-family and townhouse dwellings, as such dwellings are defined in the city zoning ordinance.</u>

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.



BILL NO. 24-015

2R

Agenda Title:

24-015 2R 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.

Dep	partment:	Municipal Services	Contact Person:	Lisa Reynolds
RE	VIEWERS:			
Department			Action	
City Clerk Department		Approved		
Council Action:		Council Action:		
AT	TACHMENT	[<u>S:</u>		
Description				Туре
D	Coon Road Vacation and Easement A		t Application	Exhibit
۵	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

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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 appli	cant)	
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

 \Box 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.

Partletter Signature

Printed Name Ryan Hunter

Date_07.17.2023

Official Use Only - Do Not Write in this Area

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acation Approved by			
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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. THINK OF MISSOUTH HIM OF MISSOU BRYAN F HILL NUMBER PLS-2008016658 BRYAN F. HILL PLS 2008016658 E COON ROAD 1872-5 Vol 2007 INDEPENDENCE, MO COUNTY TRACT NO. 91.51.54645513.856 23-135 JACKSON COUNTY CHANGE



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

S ALC MALC MALC MALC MALC MALC MALC MALC M	E COON ROAD INDEPENDENCE, I		
	COUNTY	TRACT NO.	23-135
	JACKSON COUNTY		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:

<u>SECTION 1.</u> 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 87039124" WEST, 630.71 FEET; THENCE NORTH 02003111" EAST, 25.00 FEET; THENCE SOUTH 87039124" EAST, 630.68 FEET TO THE POINT OF BEGINNING.

CONTAINING 15,767.47 SQUARE FEET MORE OR LESS.

<u>SECTION 2.</u> 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



BILL NO. 24-016

1R

Agenda Title:

24-016 1R An ordinance approving a rezoning from District C-2 (General Commercial) and R-6 (single-family Residential) to District C-2 (General Commercial) for the property at 9800 E. US 40 Highway.

Recommendations:

Commissioner Nesbitt made a motion to recommend approval of case 24-100-03, the rezoning of 9800 E. US Highway 40. A second to the motion was made by Commissioner H. Wiley. The Independence Planning Commission voted as follows:

Commissioner Ashbaugh – No Commissioner Ferguson – No Commissioner McClain – No Commissioner Nesbitt – No Commissioner O'Neil – No Commissioner H. Wiley – No Commissioner L. Wiley – No

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

Executive Summary:

A request by Capital Growth Buckhalter to rezone the property from C-2 (General Commercial) and R-6 (Single-Family Residential) to C-2 (General Commercial).

Background:

This property currently has mixed zoning. A portion of the northern part of the property is zoned R-6 (Single Family Residential), while the remaining southern portion along 40 Highway is zoned C-2 (Geneal Commercial). This is a vestige of the City's initial zoning ordinance in 1965. Dollar General has expressed interest in developing this lot for one of their stores. However, the mixed zoning prevents the use of this lot for retail sales. The applicant has submitted this application to zone the entire property C-2 (General Commercial).

PROPERTY HISTORY:

This property has a long and detailed history. It was the location of the "Thompson Plantation House" until April of 2021. Between 1849 and 1855 Benjamin Franklin Thompson had the home built from locally sourced materials for his 300-acre plantation. The house originally faced north but was moved to face US Highway 40 in 1935. In 1937 the current property boundaries were established when the East Hollywood subdivision was platted. The property to be rezoned includes lots 150 and 151 of the East Hollywood plat. In 1965 the house on the property opened as a Mexican Restaurant called "Las Playas" and operated for over 30 years. After the restaurant closed and the property had been sold, the structure and property had remained vacant. After a series of fires had damaged the building, the City of Independence determined the building had become a dangerous structure. On April 20, 2021, the building was demolished. The property has remained a vacant lot since. Regarding zoning, the history of the property has been mostly stagnant with only nominal changes throughout the six decades. In 1965, when the City introduced zoning, many generalities were made that did not take the existing property boundaries into account. Generally, areas within 200 feet of highways or major arterial streets were zoned as Commercial. Areas greater than 200 feet from these roadways were generally designated to be some type of residential zoning. The first zoning designations of this property were C-3 (Commercial) and R-1 (Residential). In 1980 the zoning was updated to C-2 (General Commercial) and R-1b (Single-Family Residential). Finally in 2009 with the adoption of the current version of the Unified Development Ordinance, the commercial zoning remained C-2 (General Commercial) and the residential zoning was updated to be R-6 (Single-Family Residential).

PHYSICAL CHARACTERISTICS OF PROPERTY:

The property abuts US Highway 40 to the south and 36th Street along the north and west. Since the demolition of the structure in 2021, the property has been a vacant lot. Most of the property is grass; however, a gravel circle drive remains on the property.

CHARACTERISTICS OF THE AREA:

The surrounding area has a variety of uses. South of the property, across Highway 40 is a motel, a tavern, and several liquor stores. A small strip of office spaces and a home health business lie to the west. An older apartment complex sits north of the property across 36th Street. Lastly, to the east of the property is a small, single-story motel. Further east are several single-family homes, a vacant lot, and an automotive repair business.

ANALYSIS

Consistency with Independence for All, Strategic Plan:

For any new commercial development to take place on this property, rezoning will be required. Rezoning this property to accommodate new development is in line with the goals and objectives and the strategic plan. The plan outlines goals to reduce blight and improve the visual appearance of the community. Developing this property can move the City forward in achieving these goals. Further, by developing this property new businesses may be encouraged to further develop this portion of the Highway 40

Corridor.

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. The request to rezone the entirety of the property to C-2 is not compatible with the proposed land use for residential neighborhoods. However, one of the Guiding Land Use Principles outlined in the comprehensive plan is to "foster redevelopment opportunities within the City to revitalize unused or underused property." Given that this property had been vacant for many years, even prior to the destruction of the structure, this is property can be considered an unused or underused property. While the comprehensive plan envisions the future land use to be residential, it may be unlikely for this property to be developed for residential uses. A commercial development may be a preferred alternative to a vacant lot.

Zoning:

Section 14-301-02-C of the Unified Development Ordinance outlines the purpose of Independence's C-2 (General Commercial zoning) districts by stating that they "primarily intended to accommodate community and region-serving retail sales and service uses." If rezoned, the property would be congruent with the neighboring properties along the Highway 40 corridor.

Historic and Archeological Sites:

While the former home that existed on the site may have been a historic building, it was never designated as such by the City of Independence nor was it on the National Register of Historic Places. Much of the historical significance of the site was lost when the building was demolished in 2021.

Public Utilities:

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

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:

Recently, MODOT has made several improvements to this section of Highway 40. The intersections of US 40 and 36th Street and 36th Terrace have been repaved and curbs have been added. A bike lane was added to the highway. Additionally, new sidewalk has been built along the north right-of-way that lies adjacent to 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. 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 along US Highway 40 is almost entirely C-2 (General Commercial). Changing the zoning so that the entirety of this property is C-2 is compatible with the other properties along the highway.

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

The character of the surrounding area is commercial, particularly along the highway.

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

Prior to being vacant, this property was a commercial property with an operating restaurant. This property has had a history of commercial use going back to the 1960s.

6. The length of time the subject property has remained vacant as zoned. *Prior to the demolition of the building, the structure had been vacant for over twenty years. The property has been a vacant lot since the demolition of the structure in April of 2021.*

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

Rezoning this property to C-2 will not have a detrimental effect on the nearby properties. If anything, the effect may 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.

The mixed zoning on the property is a barrier to development of any kind, commercial or residential. Denial of the rezoning will prohibit this property from being developed for the requested use. If the property is not rezoned, it will remain a vacant lot.

Draft Planning Commission minutes:

Continued Case 24-100-03- Rezoning - 9800 E. US 40 Highway

Staff Presentation

Josh Garrett presented the case. Mr. Garrett presented the Commission with a vicinity map, noting the area and surrounding zoning. He presented the Commission with an aerial map indicating the project area and explained the surrounding land uses.

In response to Commissioner Nesbitt's question, Mr. Garrett advised staff is recommending approval because of the location along the highway and the surrounding land use. He noted since the lot has two zonings, it cannot be developed for residential or commercial use.

In response to Commissioner Ashbaugh's question, Mr. Garrett said the plans

are preliminary and will still have to go through administrative reviews before anything is built.

Applicant Comments

Martin Arling, 8040 North Oak Trafficway, Kansas City, Kaw Valley Engineering, stated this is fixing a zoning issue and there's no guarantee that Dollar General would go in this site. Mr. Arling noted the area is mostly zoned commercial.

Public Comments

Wes Epperson, 3600 S. Poplar Ave, provided the Planning Commission with an article about Dollar General business practices. He said he believes Dollar General going into this location will cause more blight and attract more homeless to the area. Mr. Epperson reviewed other issues in the area including crime, traffic, pedestrian traffic, and trash. He stated the neighbors were sad to see the historic house demolished on this property. He said he believes there are too many dollar stores and convenience stores in Independence. Mr. Epperson stated there is no benefit to a Dollar General going into this location and said he believes the City is going to start a CID in this area. In response to Chairwoman's question, Mr. Epperson said the lot should be cleared and made into a greenspace. He stated he's against any zoning that would allow Dollar General to go into this location.

Kerry Kliefoth, 3620 Poplar Ave, stated he's also against this rezoning and agrees with the concerns Mr. Epperson outlined.

Chrysta Sevic, 1314 W. 25th St S, stated she's also against this rezoning and would like to see it become green space or a community garden. She also asked if neighbors could have a say in what type of business goes in if it is approved. Mr. Garrett advised if the rezoning is approved, it's an administrative process and any C-2 use could go into this property.

Phyllis Zuidervaart, 1310 W. 25th St S, stated she's scared to do her shopping in Independence because of the homeless and crime.

Dorothea Kliefoth, 3620 Poplar Ave, stated she has the same concerns as others, with crime, homeless, pedestrian traffic, and trash. She would like to see 40 Highway cleaned up before new businesses come to the area.

Jim Daniels, 10600 E. 36th Terrace, stated he agrees with all the other speakers. He said he's also concerned because of the school nearby and it's been broken into several times.

Mr. Arling reiterated this is a rezoning request and is not linked to Dollar General

at this time.

Commissioner Comments

In response to Commissioner Nesbitt's question, Mr. Garrett confirmed the Comprehensive Plan calls for this area to be residential.

Chairwoman McClain stated she believes this could be a commercial zoning but is concerned about the traffic and pedestrian traffic going across 40 Highway. She noted wanting to make sure we are not missing a larger plan for the area by allowing a rezoning at this time.

Commissioner Ashbaugh said he shares the concerns of the neighbors and believes the city may have too many dollar stores. He noted some of the Dollar General stores are not kept up.

Commissioner L. Wiley stated she agrees this could be seen as a corrective rezoning, but believes the City has an opportunity to make this better.

Commissioner H. Wiley said it's a shame that the historic house was demolished on this property.

Commissioner Ashbaugh asked if there was future plan for that area that he's not aware of. Commissioner L. Wiley said that Mr. Epperson stated they were working on a CID for that area. She said she's hoping the city is ready to spend money on that area with its proximity to the Arrowhead Stadium. Chairwoman McClain said she hopes to see improvement to that area as well.

Commissioner O'Neill said he thought he'd also be in favor of this application, but since the neighbors brought good arguments against, he will vote against this rezoning.

Motion

Commissioner Nesbitt made a motion to approve Continued Case 24-100-03– Rezoning – 9800 E. US 40 Highway. Commissioner H. Wiley seconded the motion. The motion failed with zero affirmative votes."

Department: Development	Community	Contact Person:	Tom Scannell	

REVIEWERS:

Department	
Community Development Department	

Action Approved Finance Department City Managers Office City Clerk Department Approved Approved Approved

Council Action:

Council Action:

ATTACHMENTS:

Description

- Draft Ordinance
- Staff Report
- Letter from Applicant
- Application Packet
- Notification Letter
- Notification Information
- Notification Affidavit
- Notification Area Map
- Rezoning Site Plan
- Elevations
- Drive Layout
- Comp Plan Map
- D Zoning Map

Туре

Ordinance Backup Material Backup Material
BILL NO.

ORDINANCE NO.

AN ORDINANCE APPROVING A REZONING FROM DISTRICT C-2 (GENERAL COMMERCIAL) AND R-6 (SINGLE-FAMILY RESIDENTIAL) TO DISTRICT C-2 (GENERAL COMMERCIAL) FOR THE PROPERTY AT 9800 E. US 40 HIGHWAY.

WHEREAS, an application submitted by Capital Growth Buckhalter is requesting approval of a rezoning from C-2 (General Commercial) and R-6 (Single-Family Residential) to C-2 (General Commercial) for the property at 9800 E. US Highway 40 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 February 13th, 2024, and rendered a report to the City Council recommending the rezoning be approved by a vote of 0-7; and,

WHEREAS, after due public notice in the manner prescribed by law, the City Council held a public hearing on April 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:

<u>SECTION 1.</u> That the following legally described property is hereby rezoned from District C-2 (General Commercial) and R-6 (Single-Family Residential) to District C-2 (General Commercial) and shall be subject to the regulations of said district:

EAST HOLLYWOOD ADD; LOTS 150 and 151

<u>SECTION 2</u>. 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.

<u>SECTION 3.</u> 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.

<u>SECTION 4.</u> 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

Rezoning – 9800 E US Highway 40 Case #24-100-03

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: February 13, 2024 STAFF: Joshua Garrett, Planner

PROJECT NAME: Dollar General #30511

CASE NUMBER/REQUEST: Case 24-100-03– Rezoning – 9800 E. US 40 Highway – A request by Capital Growth Buckhalter to rezone the property from C-2 (General Commercial) and R-6 (Single-Family Residential) to C-2 (General Commercial).

APPLICANT: Capital Growth Buckhalter

OWNER: John W. Woodruff

PROPERTY ADDRESS: 9800 E. US 40 Highway

SURROUNDING ZONING/LAND USE:

North: R-30/PUD (High Density Residential) – Apartments

East: R-6 (Single-Family Residential) and C-2 (General Commercial) – Motel

South: C-2 (General Commercial) – Motel, Tavern, and a Liquor Store

West: C-2 (General Commercial) – Office Spaces

PUBLIC NOTICE

- Letters to property owners within 185 feet January 24, 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 March 18, 2024, and the public hearing/second reading on April 3, 2024.

RECOMMENDATION

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

PROJECT DESCRIPTION & BACKGROUND INFORMATION

PROJECT DESCRIPTION: A request by Kirk Farrelly to rezone the property from C-2 (General Commercial) and R-6 (Single-Family Residential) to C-2 (General Commercial).

Current Zoning:	Proposed Zoning:
C-2 (General Commercial)	C-2 (General Commercial)
R-6 (Single-Family Residential)	
Current Use: Vacant Lot	Proposed Use: Retail (Dollar General)
Acreage: 1.46 Acres	Building Square Footage: N/A (Vacant Lot)



BACKGROUND:

This property currently has mixed zoning. A portion of the northern part of the property is zoned R-6 (Single Family Residential), while the remaining southern portion along 40 Highway is zoned C-2 (Geneal Commercial). This is a vestige of the City's initial zoning ordinance in 1965. Dollar General has expressed interest in developing this lot for one of their stores. However, the mixed zoning prevents the use of this lot for retail sales. The applicant has submitted this application to zone the entire property C-2 (General Commercial).

PROPERTY HISTORY:

This property has a long and detailed history. It was the location of the "Thompson Plantation House" until April of 2021. Between 1849 and 1855 Benjamin Franklin Thompson had the home built from locally sourced materials for his 300-acre plantation. The house originally faced north but was moved to face US Highway 40 in 1935. In 1937 the current property boundaries were established when the East Hollywood subdivision was platted. The property to be rezoned includes lots 150 and 151 of the East Hollywood plat. In 1965 the house on the property opened as a Mexican Restaurant called "Las Playas" and operated for over 30 years. After the restaurant has closed and the property had been sold, the structure and property had remained vacant since for many years. After a series of fires had damaged the building, the City of Independence determined the building had become a dangerous structure. On April 20, 2021, the building was demolished. The property has remained a vacant lot since.

Regarding zoning, the history of the property has been mostly stagnant with only nominal changes throughout the six decades. In 1965, when the City introduced zoning, many generalities were made that did not take the existing property boundaries into account. Generally, areas within 200 feet of highways or major arterial streets were zoned as Commercial. Areas greater than 200 feet from these roadways were generally designated to be some type of residential zoning. The first zoning designations of this property were C-3 (Commercial) and R-1 (Residential). In 1980 the zoning was updated to C-2 (General Commercial) and R-1b (Single-Family Residential). Finally in 2009 with the adoption of the current version of the Unified Development Ordinance, the commercial zoning remained C-2 (General Commercial) and the residential zoning was updated to be R-6 (Single-Family Residential).

PHYSICAL CHARACTERISTICS OF THE PROPERTY:

The property abuts US Highway 40 to the south and 36th Street along the north and west. Since the demolition of the structure in 2021, the property has been a vacant lot. Most of the property is grass; however, a gravel circle drive remains on the property.

CHARACTERISTICS OF THE AREA:

The surrounding area has a variety of uses. South of the property, across Highway 40 is a motel, a tavern, and a couple liquor stores. A small strip of office spaces and a home health business lie to the west. An older apartment complex sits north of the property across 36th Street. Lastly, to the east of the property is a small, single-story motel. Further east are several single-family homes, a vacant lot, and an automotive repair business.



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 is entirely C-2 (General Commercial). This will allow the property to be developed and a Dollar General store to be built on the property.

ANALYSIS

Consistency with Independence for All, Strategic Plan:

For any new commercial development to take place on this property, rezoning it will be required. Rezoning this property to accommodate new development is in line with the goals and objectives and the strategic plan. The plan outlines goals to reduce blight and improve the visual appearance of the community. Developing this property will move the City forward with these goals in this part of the City. Further, by developing this property new businesses may be encouraged to further develop this portion of the Highway 40 Corridor.

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. The request to rezone the entirety of the property to C-2 would not be compatible with that proposed land use. However, one of the Guiding Land Use Principles outlined in the comprehensive plan is to "foster redevelopment opportunities within the City to revitalize unused or underused property." Given that this property had been vacant for many years, even prior to the destruction of the structure, the site can be considered unused or underused property. While the comprehensive plan may envision the future land use to be residential, this property is unlikely to be developed for residential uses. A commercial development is a preferable alternative to a vacant lot.

Zoning:

Section 14-301-02-C of the Unified Development Ordinance outlines the purpose of Independence's C-2 (General Commercial zoning) districts by stating that they "primarily intended to accommodate community- and region-serving retail sales and service uses." If rezoned, the property would be congruent with the neighboring properties along the Highway 40 corridor.

Historic and Archeological Sites:

While the former home that existed on the site may have been a historic building, it was never designated as such by the City of Independence nor was it on the National Register of Historic Places. Much of the historical significance of the site was lost when the building was demolished in 2021.

Public Utilities:

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



CIP Investments:

Recently, MODOT has made several improvements to this section of Highway 40. The intersections of US 40 and 36th Street and 36th Terrace have been repaved and curbs have been added. A bike lane was added to the highway. Additionally, new sidewalk has been built along the north right-of-way that lies adjacent to 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.

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 along US Highway 40 is almost entirely C-2 (General Commercial). Changing the zoning so that the entirety of this property is C-2 is compatible with the other properties along the highway.

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

The character of the surrounding area is commercial, particularly along the highway.

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

Prior to being vacant, this property was a commercial property with an operating restaurant. This property has had a history of commercial use going back to the 1960s.

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

Prior to the demolition of the building, the structure had been vacant for over twenty years. The property has been a vacant lot since the demolition of the structure in April of 2021.

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

Rezoning this property to C-2 will not have a detrimental effect on the nearby properties. If anything, the effect 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.



The mixed zoning on the property is a barrier to development of any kind, commercial or residential. Denial of the rezoning will prohibit this property from being developed for any use. If the property is not rezoned, it will remain a vacant lot.

EXHIBITS

- 1. Narrative
- 2. Application
- 3. Notification Letter
- 4. Mailing List
- 5. Affidavit
- 6. Notification Area Map
- 7. Site Plan
- 8. Elevations
- 9. Comp Plan Map
- 10. Zoning Map



Office: 785.762.5040 Web: www.kveng.com Address: 2319 N. Jackson P.O. Box 1304 Junction City, KS 66441

December 5, 2023 A23D1464

Mr. Joshua Garrett, Planner Community Development – Planning Division 111 E. Maple Avenue Independence, Missouri 64050

RE: Request for Rezoning Dollar General – 9800 E. US-40 Highway

Mr. Garrett:

On behalf of the developer, Capital Growth Buchalter, Inc., we are requesting the property located at 9800 E. US-40 Highway be rezoned from the current zoning district of C-2 General Commercial and R-6 Residential to all C-2 General Commercial for the development of a Dollar General store.

We are requesting this rezoning because the property is currently zoned as two different districts per the City of Independence online zoning map. The northern portion is R-6 Residential and the southern portion is C-2 General Commercial. After discussions with City staff at the predevelopment meeting held on Tuesday July 11, 2023, the entire property must be brought to C-2 General Commercial to allow development. The project will consist of a 10,640 square foot Dollar General store, parking, utilities, and storm water infrastructure. The proposed Dollar General store retail sales use is allowed in the C-2 General Commercial district. The proposed C-2 General Commercial district will match the properties along the US-40 Highway corridor.

We have attached the required rezoning application, rezoning site plan, and legal description.

Should you have any questions or require additional information feel free to contact me at <u>Penner@kveng.com</u> or 785-762-5040.

Respectfully Submitted,

Jayce Penner, Project Manager



Planning & Zoning Application Form

Staff Use Only			

Application Typetcheckallthatapply

				<u></u>
Land Use	Land Subdivision	Site Development	Use Permit	Other
🗉 Rezoning	🗆 Preliminary Plat	Final Site Plan	Special Use	🗆 Admin. Adjustment
D PUD Rezoning	🗆 Final Plat	D Preliminary Dev Plan	Homebased Business	Variance
	Minor Subdivision	□ Final Dev Plan (PUD)	□ Short-Term Rental	Street Name Change
Project Informatio	in and Location			
Dollar General # 30	511			
Project Name				··
9800 E. US-40 High	-			
Project Address/Locati				
10640	1.44	1		No
Sq. Ft. of Building	Acreage			team Buffer (Yes or No)
C-2 & R-6	C-2	Vacan		Commercial - Retail Sales
Existing Zoning	Proposed Zon	ing Existing	Land Use P	roposed Land Use
Basic Application	Regulrements (See the	Planning & Zoning Appli	ធម៌មិនលោក ស្ថិតដែលពី	al requirements)
Completed & Si	gned Application Form	Plat	t Map, Development Plan,	or Other Map
Application Fee		-		copy, and electronic copy)
Cover Letter De	scribing Details of Proje	ct 🛛 🛛 🖬 Leg	al Description of the prop	erty in question
Contact Informati	on Realized and	un en	和影響的動力的影響的影響	以他们,也可能是他们在你们我们
Applicant		Owne	er	
Name: Kirk Farrell	у	Name	: John W. Woodruff	
Company: Capital	Growth Buchalter, Inc.	Comp	any: N/A	
Address: 361 Sum	nmit Blvd. Suite 110, Birr	ningham, AL Addre	ess: 9619 N. Revere Avenu	ie, Kansas City, MO 64154
Phone: 205-263-4	589	Phone	e: 816-452-2592	
E-mail: kfarrelly@cgpre.com			il:	
Architect/Enginee	er/Surveyor/Other:	Archi	tect/Engineer/Surveyor/(Other:
Name: Jayce Penr	ner	Name	2:	
Company: Kaw Va	Illey Engineering, Inc.	Comp	bany:	
Address: 2319 N.	Jackson, Junction City, K	S 66441 Addre	ess:	
Phone: 785-762-9	5040	Phon	e:	
E-mail: penner@	kveng.com	E-ma	il:	-
The applicant her		rmation provided above is /	adcurate.	1
		.1/14/2023		N 11.25-23
Applicant's Signat	ure D	ate Own	er's Signature W	V Date

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

Date: JANUARY 22, 2024

Case No. 24-100-03

Dear Property Owner:

This letter is to notify you that an application has been submitted for consideration by the Planning Commission and City Council. A full public hearing will be held by the Planning Commission and the City Council will consider new information on the dates and times below.

Proposed Case Type (Check One): 🛛 Rezoning □ Rezoning/PUD □ Preliminary Development Plan

□ Special Use Permit

Proposed project description: Rezone the property located at 9800 E. US-40 from

existing zones of C-2 and R-6 to proposed zone of all C-2.

Applicant: James K. Farrelly w/ Capital Growth Buchalter, Inc.

Location of Property: 9800 E. US-40 Highway, Independence, MO 64052

Planning Commission Meeting Date: FEBRUARY 13, 2024, at 6:00 p.m.

City Council Meeting Date: _____APRIL 3 ____, 20_24 _, 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.

James Kirk Farrelly Applicant (or Owner/Agent)

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

Owner Name	Address	City	State	Zip Code
BHAKTA RANVIR K & TARULATA R	9900 E US 40 HWY	INDEPENDENCE	MO	64055
DAHL LORENE D	9933 E 36TH ST S	INDEPENDENCE	MO	64052
GRICEL ROMERO CIDIAN	3200 S PONCA DR	INDEPENDENCE	MO	64057
GUERRA NEFTALI	432 TOLEDO ST	AURORA	CO	80011
HC INVESTORS LLC	6324 N CHATHAM AVE STE 221	KANSAS CITY	MO	64151
LAND TRUST OF JACKSON COUNTY MISSOURI	4035 CENTRAL	KANSAS CITY	MO	64111
LAVA INVESTMENTS LLC	10703 E 46TH TER	KANSAS CITY	MO	64133
LEGACY INVESTMENTS AND REALTY CORPORATIO	4601 N MULBERRY DR	KANSAS CITY	MO	64116
LUCAS COMMERCIAL FLOORING GROUP INC	9810 E 36TH ST	INDEPENDENCE	MO	64055
MANMEET PROPERTIES LLC	4600 MADISON AVE STE 650	KANSAS CITY	MO	64112
MCBEE PROPERTIES LC	1203 E US 24 HWY	INDEPENDENCE	MO	64050
PACK STEVE S-TRUSTEE	13900 E 35TH ST S	INDEPENDENCE	MO	64055
PATEL NATAVERLAL & RASHILABEN	9908 W 152ND ST	OVERLAND PARK	KS	66221
SANTA MARIA GROUP CORP	15750 SW 45TH ST	MIAMI	FL	33185
SSP INVESTMENTS LLC	13500 E 35TH ST S	INDEPENDENCE	MO	64055
WILLISTON KEITH & RACHEL	9710 E US 40 HWY	INDEPENDENCE	MO	64055

Appendix C - Property Owner Notification Affidavit

STATE OF MISSOURI

COUNTY OF JACKSON

Case No. 24-100-03

I, James Kirk Farrelly _____, of lawful age being first duly sworn upon oath, state:

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

These notices were mailed on the	24th day of JANNAMY	, 20 24
recomplete as an end of the second seco		

Signature of Agent, Owner or Attorney

Subscribed and sworn to before me this 24th day of January , 2024

Notary Public

Commission Expiration Date



Notification Area

9800 E. US 40 Highway, Independence, MO 64055



185 ft Buffer Area

Prepared by Joshua Garrett, Community Development Date: 1/8/2024

24-100-03









9800 E. US-40 HIGHWAY INDEPENDENCE, MISSOURI 64055



chadha + associatesarchitecture + interiors + designColspan="2">Colspan="2">Colspan="2">Colspan="2">Colspan="2">Colspan="2">Colspan="2">Colspan="2">Colspan="2">Colspan="2">Colspan="2">Colspan="2">Colspan="2">Colspan="2">Colspan="2">Colspan="2">Colspan="2">Colspan="2">Colspan="2">Colspan="2"200 WEST MONROE STREET SUITE 2070 CHICAGO ILLINOIS 60606T312 332 2062WWW.NWSARCHITECTS.COMF 312 332 9894
CG BUCHALTER, LLC 361 SUMMIT BLVD., SUITE 110 BIRMINGHAM, AL 35243 PHONE: (205) 263-4584
DOLLAR GENERAL DOLLAR GENERAL 10, 100 SE PROTOFIC BOOR UNISOURI 64065 MISOURI 64065
1. DESIGN APPROVAL 11/13/2023 NO. DESCRIPTION DATE SHEET TITLE FLOOR/FIXTURE PLAN
SHEET NO. A1 C+A JOB NO. 5522-19

















































🖺 Content 🛛 📜 Legend

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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





Esri Community Maps Contributors, City of Independence MO, Kansas City, MC





BILL NO. 24-017

1R

Agenda Title:

24-017 An ordinance approving a rezoning from District C-2 (General Commercial) to District R-6 (Single-Family Residential) for the property at 210 E. College Street.

Recommendations:

Commissioner O'Neil made a motion to recommend approval of case 24-100-07, the rezoning of 210 E. College Street. A second to the motion was made by Commissioner Nesbitt. 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 – Yes 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 Ashley Abbot to rezone the property from C-2 (General Commercial) to R-6 (Single-Family Residential).

Background:

The property is located within a C-2 (General Commercial) zoning district. The structure has been vacant for many years. The owner intends to rent the property as a single-family residence. This is not allowed in the current zoning. Additionally, in the event of a total loss, the existing structure could not be rebuilt for residential purposes. The property owner, in their effort to refinance their loan on the property, have found difficulties due to the current zoning. The applicant seeks to have the property rezoned to R-6 (Single-Family Residential) to match the intended use. If the rezoning is approved, the applicant will have an easier time refinancing their existing loan.

PROPERTY HISTORY:

The property was platted in 1887 as part of the Gates Park plat. The age of the existing structure is difficult to determine but has been on the property for many decades. The property was originally designated as C-3 (Commercial) in 1965. The Firefighter's Union owned the building for many years and used it as their Union Hall. When the latest version of the Unified Development Ordinance was adopted in 2009 this property remained C-2 (General Commercial). Prior to the purchase of the current owner the building had been vacant and for sale for many years.

PHYSICAL CHARACTERISTICS OF PROPERTY:

The property is a somewhat unusually shape that wraps around the Church's Chicken property and has frontage on both College Street and Noland Road. An unpaved driveway connects the two frontages. A second paved driveway lies to the east of the building off College Street. The building on the property is a tan color with white trim. It does not have a typical residential home appearance and sits just a few feet from the street right-of-way. The rear of the property is primarily open space filled with grass. **CHARACTERISTICS OF THE AREA:**

While there are some commercial buildings and an industrial zone to the southeast, the overall character of the area is that of an older single-family neighborhood. With that said, there are some commercial and industrial uses nearby. The property abuts Church's Chicken to the west. A car wash that is no longer operational sits to the southwest across College Street.

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.

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 "foster redevelopment opportunities within the City to revitalize unused or underused property." This property has been vacant for many years, but rezoning for residential purposes will allow for land uses that are in line with the proposed future land use outlined in the Comprehensive Plan.

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. **Historic and Archeological Sites:**

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

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 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 commercial or industrial uses. However, many of the properties in the area, particularly east of Noland Road, are single-family residences. The zoning may generally be incompatible with the surrounding zoning but is compatible with the actual land use of the neighborhood.

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 commercial uses.

6. The length of time the subject property has remained vacant as zoned. The property has been vacant for nearly two decades.

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.

Draft Planning Commission minutes:

"Case 24-100-07 – Rezoning – 210 E. College Street

Staff Presentation

Josh Garrett presented the case. Mr. Garrett presented the Commission with a vicinity map, noting the area and surrounding zoning. He presented the Commission with an aerial map indicating the project area and explained the surrounding land uses.

Applicant Comments

Ashley Abbot, 601 NE Applewood Street, Lee's Summit, stated he purchased the property about six years ago with the intent to live there and fix it up. He said he does have a tenant living at the property. Mr. Abbot said he'd like to refinance, but the zoning must be fixed before he's able to do so. He said he owns about 30 houses in Jackson County and reviewed the upgrades he's made to this property.

In response to Commissioner O'Neill's question, Mr. Abbot said the driveway is on his property.

Public Comments

Mr. Garrett noted he received a letter from a neighbor who was against this rezoning and provided it to the Planning Commissioners. Commissioner H. Wiley read the letter where Felix VanLeeuwen stated he's against this rezoning because it's been vacant for many years. He said one part of the property is only two feet from the sidewalk and believes this should not be allowed.

Sadie Redmond, 1325 Osage Village Drive, stated she's a real estate agent in the area and believes if this is denied, it would cause this to become a vacant structure and attract more homeless to the area.

Mr. Abbot said the house is close to the sidewalk and said if it's a major concern, he could close off that front door and he can make the sliding glass door the front door.

<u>Motion</u>

Commissioner O'Neill made a motion to approve Case 24-100-07 – Rezoning – 210 E. College Street. Commissioner Nesbitt seconded the motion. The motion passed with seven affirmative votes."

Department: Development	Community	Contact Person:	Tom Scannell	

REVIEWERS:	
Department	

Community Development Department Finance Department City Managers Office City Clerk Department Approved Approved Approved Approved

Council Action:

ATTACHMENTS:

Council Action:

Description

- Draft Ordinance
- Staff Report
- Letter from Applicant
- Application Packet
- Notification Letter
- Notification Information
- Notification Affidavit
- Notification Area Map
- Comp Plan Map
- D Zoning Map

Туре

Ordinance Backup Material Backup Material

BILL NO.

ORDINANCE NO. _____

AN ORDINANCE APPROVING A REZONING FROM DISTRICT C-2 (GENERAL COMMERCIAL) TO DISTRICT R-6 (SINGLE-FAMILY RESIDENTIAL) FOR THE PROPERTY AT 210 E. COLLEGE STREET.

WHEREAS, an application submitted by Ashley Abbot with Lee's Summit Real Estate is requesting approval of a rezoning from C-2 (General Commercial) to R-6 (Single-Family Residential) for the property at 210 E. College Street 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 February 13th, and rendered a report to the City Council recommending the rezoning be approved by a vote of 7-0; and,

WHEREAS, after due public notice in the manner prescribed by law, the City Council held a public hearing on April 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:

<u>SECTION 1.</u> That the following legally described property is hereby rezoned from District C-2 (General Commercial) to R-6 (Single-Family Residential) and shall be subject to the regulations of said district:

GATES PARK; W 10' OF S 118.95' LOT 11 AND ALL LOT 12 AND E 1/2 VAC ALLEY; LY W AND ADJ AND LOT 23 AND W 1/2 VAC ALLEY LY E AND ADJ AND E 16.5'; LOT 24 AND ALL LOT 25 AND W 1/2 VAC ALLEY LY E AND ADJ; (EX PT IN RD).

<u>SECTION 2</u>. 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.

<u>SECTION 3.</u> 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.

Rezoning – 210 E. College Street Case #24-100-07 2/5/24 SH

<u>SECTION 4.</u> 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:	Februa	ary 13, 2024	STAFF:	Joshua Garrett, Planner
PROJECT NAME:	Rezoni	ng to R-6 Single-Family R	Residential	
CASE NUMBER/R	EQUEST:		-	E. College Street – A request by Ashley Abbot General Commercial) to R-6 (Single-Family
APPLICANT/OWN	IER: A	shley Abbot, Lee's Sun	nmit Real E	state, Inc
PROPERTY ADDRESS: 210 E. College Street, Independence, MO 64050				
SURROUNDING Z	ONING/L	AND USE:		
North: C-2 (General Commercial)/ Commercial and Single-Family Residential			nd Single-Family Residential	
East: C-2 (Geneal Commercial) / Single-Family Residential				
South: C-2 (General Commercial) and R-12 (Two-Family Residential)/ Single-Family Res.				
West: C-2 (Geneal Commercial)/ Commercial				
PUBLIC NOTICE				

- Letters to property owners within 185 feet January 3, 20234
- Public Notice published in the Independence Examiner January 23, 2024
- Sign posted on property January 26, 2024

FURTHER ACTION:

Following action by the Planning Commission, this rezoning request is scheduled for first reading by the City Council on March 18, 2024, and the public hearing/second reading on April 3, 2024.

RECOMMENDATION

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

PROJECT DESCRIPTION & BACKGROUND INFORMATION

PROJECT DESCRIPTION: A request by Ashley Abbot to rezone the property from C-2 (General Commercial) to R-6 (Single-Family Residential).

Current Zoning:	Proposed Zoning:
C-2 (General Commercial)	R-6 (Single-Family Residential)
Current Use: Single-Family Home	Proposed Use: Single-Family Home

BACKGROUND:

The property is located within a C-2 (General Commercial) zoning district. The structure has been vacant for many years. The owner intends to rent the property as a single-family residence. This is not allowed in the current zoning. Additionally, in the event of a total loss, the existing structure



could not be rebuilt for residential purposes. The property owner, in their effort to refinance their loan on the property, have found difficulties due to the current zoning. The applicant seeks to have the property rezoned to R-6 (Single-Family Residential) to match the intended use. If the rezoning is approved, the applicant will have an easier time refinancing their existing loan.

PROPERTY HISTORY:

The property was platted in 1887 as part of the Gates Park plat. The age of the existing structure is difficult to determine but has been on the property for many decades. The property was originally designated as C-3 (Commercial) in 1965. The Firefighter's Union owned the building for many years and used it as their Union Hall. When the latest version of the Unified Development Ordinance was adopted in 2009 this property remained C-2 (General Commercial). Prior to the purchase of the current owner the building had been vacant and for sale for many years.

PHYSICAL CHARACTERISTICS OF THE PROPERTY:

The property is a somewhat unusually shape that wraps around the Church's Chicken property and has frontage on both College Street and Noland Road. An unpaved driveway connects the two frontages. A second paved driveway lies to the east of the building off College Street. The building on the property is a tan color with white trim. It does not have a typically residential home appearance and sits just a few feet from the street sight of way. The rear of the property is primarily open space filled with grass.

CHARACTERISTICS OF THE AREA:

While there are some commercial buildings and an industrial zone to the southeast, the overall character of the area is that of an older single-family neighborhood. With that said, there are some commercial and industrial uses nearby. The property abuts Church's Chicken to the west. A car wash that is no longer operational sits to the southwest across College Street

PROPOSAL:

The applicant seeks to have this property rezoned to R-6 (Single-Family Residential) so that the property can be used to secure a loan.

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.

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 "foster redevelopment opportunities within the City to revitalize unused or underused property." This property has been vacant for many years, but rezoning to for residential purposes will allow for land uses that are in line with the proposed future land use outlined in the Comprehensive Plan.



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 hosing 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.

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 commercial or industrial uses. However, many of the properties in the area, particularly east of Noland Road, are single-family residences. The zoning may generally be incompatible with the surrounding zoning but is compatible with the actual land use of the neighborhood.

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 commercial uses.

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

The property has been vacant for nearly two decades.

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.

EXHIBITS

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

LEES SUMMIT REAL ESTATE INVESTOR GROUP

Lees Summit, Mo | 816.334.9627 | Isreigroup@gmail.com

DECEMBER 12^{TH} , 2023

Community Development 111 E. Maple Avenue Independence, Mo 64050 816.325.7421 cdplanning@indepmo.org

DEAR COMMUNITY DEVELOPMENT,

I am excited to submit my application for rezoning our property at 210 E College Street, Independence, Mo. 64050. This Single-family residence would benefit from being rezoned to residential. The property borders three other SFR's along with a fourplex. There are also two more single family residences directly across the street.

Although the city has allowed us to continue use of this house as a grandfather SFR for residential use over the past six years, it is very difficult to refinance the property with the current zoning. All the banks we have worked with will not refinance our loan due to the event of a total loss will only allowing for a commercial structure to be rebuilt per the zoning department.

I feel the change from commercial to residential will improve the viability of the property for myself as the owner and for future owners. The zoning and planning department mentioned in my recent inquiry the long-term plan for the city for this area is for residential living. We will continue to maintain this home and land as a SFR for the foreseeable future.

The rezoning would be of great benefit as to allow us the opportunity to get more favorable interest rates via traditional financing. We are also living in a period of time in which there is a clear shortage in residential housing. Also, the value of commercial property is in less demand with many business operations moving to virtual work settings. Rezoning this property would ensure a small step was taken to preserve this household as an extra residence within our city. Due to the large lot size, there may also be good potential to parcel the land for another new SFR or even building of an accessory dwelling unit on the same lot. Thanks for your consideration.

Sincerely,

Ashley Abbott

dotloop verified 12/11/23 2:21 PM CST QLR6-LDC3-ZZBE-5GUE

Ashley Abbott Lees Summit Real Estate Investor Group, LLC



Application Type (check all that apply)

				FF 55 55	
Land Use	Land Subdivision	Site Developn	nent	Use Permit	Other
⊠Rezoning □PUD Rezoning	□Preliminary Plat □Final Plat □Minor Subdivision	☐ Final Site Plan ☐ Preliminary De ☐ Final Dev Plan	ev Plan	☐Special Use ☐Homebased Busines ☐Short-Term Rental	☐ Admin. Adjustment ☐ Variance ☐ Street Name Change ☐ Special Sign Permit
Project Information	on and Location				
210 E College Res	idental only				
Project Name					
210 E College Stre	et, Independence, Mo 6	4050			
Project Address/Locat	ion				
1200	<u>19,178 sq ft</u>		3		No
Sq. Ft. of Building	Acreage		Number o	f Lots/Tracts	Steam Buffer (Yes or No)
Commercial/Reside	ental Residental		Comme	rcial/ Residental	Residental
Existing Zoning	Proposed Zor	ing	Existing La	nd Use	Proposed Land Use
Basic Application	Requirements (See the	Planning & Zonin	ng Applica	tion Guide for additio	nal requirements)
Application Fee	escribing Details of Proj		X One PD	F copy of a plat map of escription of the prop	
Applicant			Owner		
Ashley Abbott	Lees Summ	nit Real Estate In	Same		
Name	Company		Name		Company
	Street, Lees Summit, N	No 64063	Name		company
Address			Address	· · · · · · · · · · · · · · · · · · ·	
816-334-9627	lsreigroup@)gmail.com			
Phone	Email		Phone		Email
Architect/Enginee	er/Surveyor/Other:		Archite	ect/Engineer/Surveyo	r/Other:
Name	Company		Name		Company
Address			Address		
Phone	Email		Phone		Email
The applicant here	eby agrees that the info		above is a	accurate.	
Ash	ley Abbott	dotloop verified 12/11/23 10:35 AM CST AOEA-JYCM-LL8J-2DZY		Ashley Abbott	dotloop verified 12/11/23 10:35 AM CST AV9M-J5UP-3DS6-T6NK
Applicant's Signat	ure D	ate	Owner	 's Signature	Date
Appendix B - Property Owner Notification Letter City of Independence, Missouri

Date: _____

Case No. <u>24-100-07</u>

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):

x	Rezoning	□ Rezoning/PUD	Special Use Permit
	Preliminary D	Development Plan	

Proposed project description: Switching from Commercial to Residential zoning.

Applicant:Lees Summit Real Estat	e Investor Group, LLC			
Location of Property: 210 E College Street, Independence, Mo 64050				
Planning Commission Meeting Date: <u>February 13th</u> , 20 <u>24</u> at 6:00 p.m.				
City Council Meeting Date: <u>April 3rd</u> , 20 <u>24</u> , 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.

Ashley Abbott dottoop verified 01/03/24 2:41 PM CST PORH-FjDL-V102-JEMQ

Applicant (or Owner/Agent)

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

Owner	Address	City	State	Zip Code
BARRELIER FAMILY REVOCABLE TRUST	10 MURRAY CT	SAN MATEO	CA	94403
BELLA CASA INVESTMENTS LLC	1908 N PONCA DR	INDEPENDENCE	MO	64058
CHURCHS FRIED CHICKEN INC	980 HAMMOND DR NE STE 1100	ALTANTA	GA	30328
GENTRY HAYWOOD LOUIS III	225 E COLLEGE ST	INDEPENDENCE	MO	64050
HARRIS SAMUEL A & NANCY E	15308 E TRUMAN RD	INDEPENDENCE	MO	64055
HERNANDEZ INDALECIO J & TEODOLINDA	718 N DODGION AVE	INDEPENDENCE	MO	64050
HERNANDEZ TEODOLINDA	720 N DODGION AVE	INDEPENDENCE	MO	64050
HOUSE FOX LLC	16657 E 23RD ST STE 239	INDEPENDENCE	MO	64055
HUDSON DREW E & LISA K	40000 E ROUND PRAIRIE RD	OAK GROVE	MO	64075
KS & MO INVESTMENTS LLC	5960 W PARKER RD # 278-197	PLANO	ТΧ	75093
LGR HOLDINGS LLC	600 E ADMIRAL BLVD UNIT 1303	KANSAS CITY	MO	64106
MILLER CRYSTAL M & SALUTO JAMES J	716 N DODGION AVE	INDEPENDENCE	MO	64050
SAMANTHA HEIGHTS LP	250 NE MULBERRY ST STE 201	LEES SUMMIT	MO	64086
SHELLHORN KEVIN R & CAMPBELL JULIE E	700 N DODGION AVE	INDEPENDENCE	MO	64050
TBG HOLDINGS LLC	19704 N DAKOTA DR	INDEPENDENCE	MO	64056
TCG-CPC LLC	139 CHERRY HILL DR	BELTON	MO	64012
VAN LEEUWEN FELIX & WANDA	6405 PROCTOR	KANSAS CITY	MO	64133

Appendix C - Property Owner Notification Affidavit

STATE OF MISSOURI

COUNTY OF JACKSON

Case No. $\frac{\#24-100-07}{1, 454 eY Abbot f}$, 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 $_3$	_day of <u>January</u> , 2024.
DAVID SCOTT BROWN Notary Public - Notary Seal Jackson County - State of Missouri Commission Number 18272441 My Commission Expires Jun 19, 2026	Signature of Agent, Owner or Attorney

Subscribed and sworn to before me this 5 day of <u>February</u>, 20 Z V

Notary Public

TU NO 19, 2026

Commission Expiration Date

Notification Area

210 E College Street, Independence, MO 64050



185 ft Buffer Area







BILL NO. 24-018

1R

Agenda Title:

24-018 1R An ordinance authorizing the City Manager to accept an amendment to a grant from Mid-America Regional Council increasing the amount in the grant by \$95,285 up to \$184,702 for the City's Senior Adult Nutrition Site Program for Fiscal Year 2023-2024, and execute the Amendment Community Center Services Agreement; making the necessary appropriations; authorizing future change orders for additional funding and/or time extensions; and, authorizing certain future appropriations. (*This addresses items 1.3b, 4.1d, 5.2b in the 2023-2024 Independence Action Plan.*)

Recommendations:

Staff recommends approval of this Ordinance.

Executive Summary:

This grant enables the Parks/Recreation/Tourism Department to continue offering its Nutrition Site Program through the Senior Adult Services Division; including participant transportation services, required assessments/reassessments for Home Delivered Meals, delivery of Frozen Home Delivered Meals, evidence-based disease prevention/health promotion programs, and adds funding for new equipment under congregate nutrition Title IIIC1 and/or home delivered nutrition Title IIIC2 ARPA funds.

Background:

This grant through Mid-America Regional Council (MARC) helps make possible the City's Nutrition Site Program offered through the Parks/Recreation/Tourism Department's Senior Adult Services Division. The Program is offered to area seniors, 60 years and over and their spouses, as well as disabled individuals, 18 years and over. Lunches are offered at the Palmer Recreation Center, Monday through Friday. Home delivered meals are available to those individuals that are homebound and meet program guidelines.

In March 2022, the Parks/Recreation/Tourism Department staff submitted a Request for Proposal response to MARC for The Palmer Center. Following review by the Board of Directors of MARC, the City was selected to provide Community Center

Services for up to \$33,000 annually in grant funding for up to three years for administering the program. The grant also included appropriations of up to \$56,417 for Senior Adult Services, designated as follows: up to \$16,728 for transportation, up to \$6,000 for assessments and re-assessments, up to \$23,689 for Frozen Home Delivered Meal Delivery and up to \$10,000 for evidenced-based programming. Authorization to accept this grant and to execute the Community Center Services Agreement was given through ordinance 19479.

The Amendment to the Community Center Services Agreement adds up to \$95,285 in additional funding for the purchase of a new serving line, new freezer, new dining room tables, and new dining room chairs.

Fiscal Impact:

Grant Funds from Mid-America Regional Council in the amount of \$184,702 will be appropriated as follows: Funds for operation of the City's Senior Adult Nutrition Site program, not to exceed \$33,000, will be deposited to 012-3275 and expensed from appropriate Parks/Recreation/Tourism Department salary and benefit accounts. Funds for participant transportation, not to exceed \$16,728, will be deposited to the Parks & Recreation Grant Fund and expensed from account 6050-5240-MARCS. Funds for In Home/HDM assessments/reassessments and Frozen HDM delivery, not to exceed \$29,689, will be deposited to the Parks & Recreation Grant Fund and expensed appropriately from 6050-5100-MARCS, 6050-5101-MARCS, and 6050-5309-MARCS.

Funds for evidence-based disease prevention/health promotion programs, not to exceed \$10,000, will be deposited to the Parks & Recreation Grant Fund and expensed from 6050-5309-MARCS.

Funds for new equipment, not to exceed \$95,285, will be deposited to the Parks & Recreation Grant Fund and expensed from 6050-5406 - MARCS.

Contact Person:	Morris Heide
Action	
Approved	
Approved	
Approved	
Approved	
	Action Approved Approved Approved

ATTACHMENTS:

Description

- D MARC Grant Amendment
- MARC Original Grant Agreement

Type Contract Contract

AMENDMENT COMMUNITY CENTER SERVICES AGREEMENT Contract #07670-CoIMO24

This First Amendment to the Agreement (the "Amendment"), by and between the Mid-America Regional Council, hereinafter referred to as "MARC", and the City of Independence, MO (hereinafter referred to as Contractor), with offices located at 111 E. Maple, Independence, Missouri, is effective this 1st day of February, 2024.

WITNESSETH:

WHEREAS, MARC and Contractor are parties to that certain Agreement dated as of July 1, 2023 (the "Agreement"); and

WHEREAS, MARC and Contractor wish to amend certain terms and provisions of the Agreement as set forth herein;

NOW, THEREFORE, in consideration of the representations, warranties, covenants and agreements set forth in the Agreement and this Amendment and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Definitions**. All capitalized terms used in this Amendment and not otherwise defined herein shall herein have the meaning ascribed to such terms in the Agreement.

- 2. <u>Amendment</u>. Paragraph 3 of the Agreement, regarding **A. Maximum Obligation**, is hereby deleted in its entirety and replaced with the following:
 - A. <u>Maximum Obligation</u> Contractor and MARC expressly understand and agree that in no event will the total compensation paid under this agreement exceed individual amounts for each type of service, as listed below, which shall constitute full and complete compensation for Contractor's services hereunder:
 - Senior Center Administration Not to exceed \$128,285* Funded with Title IIIC1 and IIIC2; CFDA #93.045
 - Transportation Service for Participants to and from the Center \$6.56/one-way trip Not to exceed \$16,728
 Funded, in part, with Title IIIB; CFDA #93.044 & Social Services Block Grant, CFDA #93.667
 - Home Delivered Meals Reassessments \$50/reassessment Not to exceed \$6,000 Funded, in part, with Title IIIC2; CFDA #93.045
 - Frozen Home Delivered Meal Delivery \$1.73/frozen meal Not to exceed \$23,689** Funded, in part, with Title IIIC2, CFDA #93.045 & Social Services Block Grant, CFDA #93.667
 - Evidence-based Disease Prevention/Health Promotion (DPHP) programs Funded with Title IIID, CFDA #93.043, &/or Title IIIE, & 93.052

Not to exceed \$10,000***

Total Contractual Commitment:

Not to exceed \$184,702

Amended: 2/1/2024

Date: 2/14/2024

*Not more than \$45,741 may be used to pay for all the components of a new serving line; no more than \$15,480 may be used to pay for new dining room tables; no more than \$11,635 may be used to pay for a new freezer; and no more than \$22,429 may be used to pay for new dining room chairs. All will be purchased under either congregate nutrition Title IIIC1 and/or home delivered nutrition Title IIIC2 ARPA funds.

**Where applicable, reimbursement for picking up bulk orders of meals from the re-pack facility before completing last mile delivery will be a minimum of \$175/month, plus \$150 for each additional delivery over one (1) delivery, up to a maximum of \$625/month, for each month in which bulk frozen meals are picked up.

***These services include the delivery of group-based disease prevention and health promotion courses. The courses are licensed by entities approved by the Administration for Community Living and/or the Missouri Department of Health and Senior Services and are known to improve health and other outcomes among participants. Awards include the following compensation rates, specific to evidence-based programs:

Evidence-based DPHP program facilitation at \$50-100/completer Evidence-based DPHP program training at \$500/Leader Training

For audit purposes, all voluntary contributions collected through the provision of any of these services will be considered federal funds.

Contractor, as a federal subrecipient, is responsible for a minimum of 25% of the total cost of these programs, except for evidence-based programs, in the form of in-kind contributions. Indirect costs may not exceed 10% de minimis of modified total direct costs (MTDC).

Where appropriate, Contractor shall be held fiscally responsible for noncompliance resulting in losses of perishable goods, and/or excessive trip/wait time as determined by MARC.

3. <u>Governing Law</u>. This Amendment shall be interpreted under and governed by the laws of the State of Missouri. Whenever there is no applicable state statute or decisional precedent governing the interpretation of this Amendment, the federal common law shall govern.

4. <u>Controlling Agreement</u>. To the extent that the terms and conditions of this Amendment conflict with the terms and conditions of the Agreement, this Amendment and the Agreement shall be deemed to conform to the terms and conditions of this Amendment.

5. **<u>Binding Effect</u>**. All the covenants, terms and conditions set forth in this Amendment shall be binding upon and shall inure to the benefit of all the parties hereto and their respective heirs, legal representatives, successors and assigns.

IN WITNESS WHEREOF, the parties hereto have signed this Amendment effective as of the date first above written.

Mid-America Regional Council

Bv: David A. Warm

Executive Director

City	of Ind	lepender	nce, MO)
City	of Ind	repender	ice, MO	,

By:_____

Printed Name:_____

Title:_____

Date:_____

EXHIBIT A

DETAIL OF FEDERAL FINANCIAL ASSISTANCE FUNDING By Program and Code of Federal Domestic Assistance (CFDA) Number State Fiscal Year 2024 Funding Allocation As Passed to the Missouri Department of Health and Senior Services, which in Turn is Passed through to MARC

<u>Federal Awarding Agency: Department of Health and Human Services – Administration for</u> <u>Community Living (ACL)</u>

Federal Award Name: Older Americans Act Title III

Part III-B: Supportive Services; CFDA #93.044; \$ 7,835 CFDA Title – Special Programs for the Aging Title III, Part B, Grants for Supportive Services and Senior Centers Federal Awards – 2301MOOASS

\$ 121,985

Part III-C1 & IIIC2: Congregate Meals; CFDA #93.045 CFDA Title – Special Programs for the Aging Title III, Part C, Nutrition Services Federal Awards – 2301MOOACM

Other HHS-Funded Programs:

<u>Federal Agency Name: Department of Health and Human Services/ Administration for</u> Children and Families (ACF)

Federal Award Name: Social Services Block Grant	
Social Services Block Grant: CFDA #93.667	\$ 885
CFDA Title – Social Services Block Grant	
Total Amount of Federal Awards Obligated by this Action:	tba

Total Amount of Federal Awards Obligated to Subrecipient Under this Agreement: \$130,705

AGREEMENT Contract #07670-CoIMO24

This Agreement, entered into as of this First day of July, 2023 is by and between the City of Independence, MO, with offices located at with offices located at 111 E. Maple, Independence, Missouri (hereinafter referred to as Contractor), and Mid-America Regional Council (hereinafter referred to as MARC), with offices located at 600 Broadway, Suite 200, Kansas City, Missouri, **WITNESSETH THAT:**

WHEREAS, MARC wishes to make available certain services to elderly residents within a service area hereafter described, and

WHEREAS, the Contractor warrants that it is capable of providing the services hereafter described, and

WHEREAS, the Contractor desires to assist MARC in this endeavor.

NOW THEREFORE, the parties hereto do agree as follows:

1. <u>SCOPE OF SERVICES</u>

Contractor shall do, perform, and carry out in a satisfactory and proper manner, as determined by MARC, the services of Community Center Services, which includes the following components:

- (a) Community Center Services Administration
- (b) Site Transportation-Persons
- (c) Evidence-Based Disease Prevention/Health Promotion Programs
- (d) Home Delivered Meals Reassessments
- (e) Participation in Enhanced Frozen Meals Delivery System

The first three components are defined in "Program Requirements" of the <u>MARC/Commission on</u> <u>Aging Policies and Procedures Manual</u>, (hereinafter referred to as the Manual), including all revisions to the <u>Manual</u>, as it may be revised from time to time following the execution of this Agreement. The above-mentioned Program Requirements of the Manual are incorporated by reference hereto as if fully written out herein. Contractor agrees to abide by all applicable provisions of the Manual. Contractor agrees to abide by all applicable provisions of the Manual are located at the following web address:

<u>https://www.marc.org/sites/default/files/2022-</u>05/Aging Adult Services Policy and Procedure Manual.pdf

The fourth item, (d), is described in Exhibit D, Assessments/Reassessments Scope of Services, which is attached and incorporated herein. Contractor agrees to abide by all applicable provisions of the <u>Manual</u>.

The fifth item, (e), is described and defined in the <u>Enhanced Frozen Meals System Operations</u> <u>Manual</u>, hereby known as the <u>Operations Manual</u>, dated July 1, 2022. Contractor agrees to abide by all applicable provisions of the <u>Manual</u> and the <u>Operational Manual</u>. All services shall be carried out at Palmer Center, 218A N. Pleasant Street, Independence, Missouri, 64050.

2. TIME OF PERFORMANCE

- A. <u>Term</u> Contractor shall begin performing the Services as of July 1, 2023 and shall work diligently to perform the various components of this agreement to the satisfaction of MARC, in accordance with the terms provided herein, by June 30, 2024.
- B. <u>Extension of Term</u> The time frame for the provision of the services under this Agreement may be extended at MARC's sole discretion.

3. COMPENSATION

- A. <u>Maximum Obligation</u> Contractor, as a federal subrecipient, and MARC expressly understand and agree that in no event will the total compensation paid under this agreement exceed individual amounts for each type of service, as listed below, which shall constitute full and complete compensation for Contractor's services hereunder:
 - Senior Center Administration Not to exceed \$33,000 Funded with Title IIIC1 and IIIC2; CFDA #93.045
 - Transportation Service for Participants to and from the Center \$6.56/one-way trip Not to exceed \$16,728
 Funded, in part, with Title IIIB; CFDA #93.044 & Social Services Block Grant, CFDA

Funded, in part, with Title IIIB; CFDA #93.044 & Social Services Block Grant, CFDA #93.667

- Home Delivered Meals Reassessments \$50/reassessment Not to exceed \$6,000 Funded, in part, with Title IIIC2; CFDA #93.045
- Frozen Home Delivered Meal Delivery \$1.73/frozen meal Not to exceed \$23,689* Funded, in part, with Title IIIC2, CFDA #93.045 & Social Services Block Grant, CFDA #93.667

* Where applicable, reimbursement for picking up bulk orders of meals from the re-pack facility before completing last mile delivery will be a minimum of \$175/month, plus \$150 for each additional delivery over one (1) delivery, up to a maximum of \$625/month, for each month in which bulk frozen meals are picked up.

- Evidence-based Disease Prevention/Health Promotion (DPHP) programs -
- Funded with Title IIID, CFDA #93.043, &/or Title IIIE, & 93.052 Not to exceed \$10,000*

*These services include the delivery of group-based disease prevention and health promotion courses. The courses are licensed by entities approved by the Administration for Community Living and/or the Missouri Department of Health and Senior Services and are known to improve health and other outcomes among participants. Awards include the following compensation rates, specific to evidence-based programs:

Evidence-based DPHP program facilitation at \$50-100/completer

Evidence-based DPHP program training at \$500/Leader Training

Total Contractual Commitment:

Contractor, as a federal subrecipient, is responsible for a minimum of 25% match of the total cost of these programs, with the exception of the evidence-based disease prevention/health promotion programs, in the form of in-kind contributions. Subrecipient proposed no indirect costs. Therefore, indirect costs will be considered unallowable.

For audit purposes, all voluntary contributions collected through the provision of any of these services will be considered federal funds.

Where appropriate, Contractor shall be held fiscally responsible for noncompliance resulting in losses of perishable goods, and/or excessive trip/wait time as determined by MARC.

B. <u>Method and Time of Payment</u> - Payment shall be made in the following manner:

Contractor shall submit monthly invoices, including appropriate documentation, to MARC, no later than the fifth working day following the end of each month. MARC shall reimburse Contractor within thirty (30) calendar days after the receipt of each invoice. Contractor shall maintain complete records of all costs incurred under this agreement. All such records shall be maintained on a generally accepted accounting basis for a minimum period of five (5) years after final payment is made under this Agreement and shall be clearly identifiable and readily accessible to authorized representatives of MARC for inspection and audit.

4. <u>CHANGES AND ADDITIONAL SERVICES</u>

This Agreement constitutes the entire agreement between MARC and Contractor, and it may not be amended or altered in any way except by a written amendment signed by both parties to this Agreement.

5. <u>TERMINATION OF AGREEMENT FOR CAUSE</u>

If the Contractor shall, in the opinion of MARC, fail to perform in a timely and proper manner its obligations under this Agreement or if the Contractor shall violate any of the covenants, agreements or stipulations of this Agreement, MARC shall thereupon have the right to terminate this Agreement by giving written notice to the Contractor of such termination and specifying the effective date thereof. The date of notice shall be at least five (5) days before the effective date of such termination. Although Contractor will ordinarily be entitled to a notice of five days, MARC reserves the right to immediately terminate the Agreement and preclude the Contractor from performing any further services if MARC believes that the Contractor could cause harm to either MARC or to the recipients of Contractor's services by continuing to provide services during the five-day notice.

Notwithstanding the above, the Contractor shall not be relieved of liability to MARC by virtue of any breach of the Agreement by the Contractor, and MARC may withhold any payments to the Contractor for the purpose of setoff. See paragraph 6. If MARC has a reasonable belief that Contractor has been overpaid, or if MARC has a reasonable belief

that MARC will incur expenses or suffer damages through the termination of this Agreement, MARC may withhold amounts which it reasonably believes will compensate MARC for known or anticipated expenses or damages. If MARC withholds funds as payment for known or anticipated expenses or damages, any excess amount which MARC withholds will be released to Contractor within thirty (30) days after MARC learns that the amount which it has withheld is in excess of the amount necessary to compensate for expense and/or damages incurred by MARC.

6. LIQUIDATED DAMAGES

In the event that Contractor or Subcontractor approved by MARC fails to perform as agreed in any respect, Contractor or Subcontractor shall be liable to MARC for any and all additional costs that may be incurred by MARC in securing another contractor to complete the performance, as liquidated damages and not as a penalty. The delivery of Senior Center programs will be impaired or halted in the event Contractor fails to perform. MARC may withhold any payments due to the Contractor for the purpose of setoff. If MARC has a reasonable belief that Contractor has been overpaid, or if MARC has a reasonable belief that MARC withhold amounts which it reasonably believes will compensate MARC for known or anticipated expenses or damages. If MARC withholds funds as payment for known or anticipated expenses or damages, any excess amount which MARC withholds will be released to Contractor within thirty (30) days after MARC learns that the amount which it has withheld is in excess of the amount necessary to compensate for expense and/or damages incurred by MARC.

7. TERMINATION FOR CONVENIENCE OF MARC

- A. MARC reserves the right to terminate this Agreement at any time with or without cause by giving Contractor advance written notice of such termination.
- B. In the event of any such termination, the Contractor shall deliver to MARC, as the property of MARC, all designs, reports, drawings, studies, estimates, computations, memoranda, documents, and other papers or materials either furnished by MARC or prepared by or for the Contractor under this Agreement.

8. PROJECT MANAGER

It is understood and agreed that Contractor shall name a Project Manager who will represent the Contractor in the performance of this Agreement and shall notify MARC of his/her identity within thirty (30) days of the beginning of the contract period. Any subsequent change shall be submitted to MARC within two (2) weeks of the change.

9. <u>COPYRIGHT AND OWNERSHIP OF DOCUMENTS</u>

No reports or other documents produced in whole or in part under this Agreement shall be the subject of an application for copyright by or on behalf of Contractor. Ownership of all designs, reports, drawings, studies, estimates, models, computations, and other related items (work products) prepared under this Agreement shall vest in MARC upon payment to the Contractor for all Services rendered herein through the date of the expiration or termination of this Agreement. Contractor hereby assigns to MARC all rights, titles, and interest in any work products, including any copyrights or other intellectual property therein.

10. ASSIGNMENT

The Contractor's rights, obligations and duties under this Agreement shall not be assigned in whole or in part without the prior written consent of MARC. However, claims for money due to the Contractor from MARC under the terms of this Agreement may be assigned to a bank, trust company or other such financial institution, provided that prompt written notice of such an assignment is given to MARC. None of the Services covered by this Agreement shall be subcontracted without the prior written approval of MARC.

11. INDEPENDENT CONTRACTOR

Contractor will act as an independent contractor in the performance of the Services under this Agreement. Accordingly, Contractor shall be responsible for the payment of all required business license fees and all taxes including Federal, State and local taxes arising from Contractor's activities under the terms of this Agreement.

12. PROHIBITED INTERESTS

No officer, member or employee of MARC, no member of MARC's governing body and no other public official of the locality or localities in which the Project is being carried out who exercises any functions or responsibilities in the review and approval of this Project shall participate in any decision related to this Agreement affecting, either directly or indirectly, his or her own personal interest. No member of or delegate to the Kansas Legislature, the Missouri General Assembly or the Congress of the United States shall be admitted to any share or part of this Agreement or to any benefit arising from it.

13. CONFLICTS OF INTEREST

- A. Contractor hereby certifies that the company and any personnel assigned to work for MARC under this Agreement are not involved in other community projects that would pose a conflict to the Contractor's ability to successfully carry out the responsibilities of this Agreement. If potential conflicts arise during the term of this Agreement, the Contractor agrees to notify MARC immediately in writing and discuss the potential issues and work with MARC to address any potential issues arising from the situation.
- B. The Contractor covenants that it presently has no known personal or pecuniary interest and shall not knowingly acquire such interest, directly or indirectly, which could conflict in any manner with the performance of Services under this Agreement, including the submission of impartial reports and recommendations.

14. INSURANCE

- A. The Contractor shall maintain commercial general liability, automobile liability, worker's compensation and employer's liability insurance in full force and effect to protect the Contractor from claims under Worker's Compensation Acts, claims for damages for personal injury or death, and for damages to property arising from the negligent acts, errors, or omissions of the Contractor and its employees, agents, and subcontractors in the performance of the Services covered by this Agreement, including, without limitation, risks insured against in commercial general liability policies. The Contractor shall, upon request at any time, provide MARC with certificates of insurance.
- B. The Contractor shall also maintain professional liability insurance to protect the Contractor against the negligent acts, errors, or omissions of the Contractor and those for whom it is legally responsible, arising out of the performance of the Services under this Agreement.
- C. The Contractor's insurance coverages shall be for not less than the following limits of liability:
 - (i) Commercial General Liability: \$500,000.00 per claim up to \$2,000,000.00 per occurrence.
 - (ii) Automobile Liability: \$100,000.00 per claim up to \$2,000,000.00 per occurrence;
 - (iii) Worker's Compensation in accordance with the statutory limits; and Employer's Liability: \$1,000,000.00; and
 - (iv) Fidelity Bonding Coverage: At least Fifty Thousand Dollars (\$50,000.00) for all employees, volunteers, or governing body members who have fiscal responsibilities to protect against loss of federal and state funds or agency income. A minimum notification of cancellation of thirty (30) days must be sent to MARC.
 - (v) All appropriate policies shall name MARC as an additional insured.
 - D. Any insurance policy required hereunder shall be written by a company which is incorporated in the United States of America or is based in the United States of America. Each insurance policy must be issued by a company authorized to issue such insurance in the State of Missouri.
 - E. As between Contractor and MARC, the parties waive any and all rights against each other, including their rights of subrogation, for damages covered by property insurance during and after the completion of Services under this Agreement.

15. MONITORING, AUDITING AND REPORTING

Each contractor is required to submit to audit by MARC, by the state of Missouri or by the federal government and retain appropriate records and documentation for a five (5) year period following final payment of a contract year. Each contractor shall permit monitoring by MARC, its staff and/or appropriate representatives, and to comply with such reporting procedures as may be established by MARC. Each contractor shall ensure that all pertinent financial records shall be made available for copying upon request by MARC, the state or federal government, or their agents. If it is determined, through audit procedures, that a contractor has been reimbursed inappropriately, the contractor shall immediately reimburse MARC the amount of ineligible funds.

- A. It is understood and agreed that the report procedures established by MARC will include identifying the actual costs incurred per unit of service, including both MARC costs and Contractor contributions.
- B. The Contractor agrees to provide MARC in a timely manner with statistical and other information that may be required to meet the planning and coordination requirements of the Older Americans Act, as amended.

16. GRIEVANCE POLICY

At the time a client has been approved and assigned, a written complaint procedure should be provided to the client by the Contractor. The grievance procedures and policy shall, at a minimum, meet the standard content prescribed in the MARC grievances policy contained in the MARC/Commission on Aging Policies and Procedures Manual, including all revisions to that manual as it may be revised from time-to-time following the execution of this Agreement.

17. CONTRIBUTIONS AND PROJECT INCOME

The Older Americans Act allows and encourages the collection of voluntary contributions from service recipients to offset the cost of the service delivered. No eligible client is to be denied a service because of an inability or unwillingness to contribute. Any project income collected by the contractor must be forwarded to MARC with the monthly report. Refer to Part II, Section 1 of the MARC/Commission on Aging Policies and Procedures Manual, including all revisions to that manual as it may be revised from time to time following the execution of this Agreement, for details.

18. FEDERAL AND STATE TERMS AND CONDITIONS

A. This Agreement shall be subject to all applicable Federal Terms and Conditions provided in <u>Exhibit B</u> attached hereto and incorporated herein by reference.

- B. Contractor shall be responsible for ensuring compliance with the Immigration Reform Act of 1986 and all laws regulating immigration and the verification of eligibility for employment of persons. All Contractors and sub-contractors with contract amounts in excess of \$5,000 on public projects in Missouri are required to verify the employment eligibility status of employees through the E-verify federal program administered by the Department of Homeland Security, U.S. Citizenship and Immigration Services (Exhibit D). Compliance with any such requirements is required under this Agreement and any subcontracts permitted hereunder. Contractor shall indemnify, defend and hold harmless MARC against any expense incurred including imposition of fines which results from violation of such laws. Contractor affirmatively states that it is not knowingly in violation of R.S. Mo. 285.530.1 and shall not henceforth be in such violation. Contractor further agrees to execute a sworn affidavit, under the penalty of perjury attesting to the fact that the Contractor's employees are lawfully present in the United States. Failure of Contractor to comply with this requirement shall be grounds for termination for default.
- C. Section 34.600, RSMo, precludes MARC from entering into a contract with a company to acquire products and/or services "unless the contract includes a written certification (<u>Exhibit E</u>) 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."
- D. Exhibit F (Certification Regarding Debarment and Suspension) and Exhibit G (Single Audit Certification) have been added and are attached and incorporated into this agreement.

19. INDEMNIFICATION

Contractor expressly agrees to defend, indemnify, and hold and save harmless MARC, its officers, agents, servants and employees for liability of any nature (including, without limitation, reasonable attorneys' fees) related to (i) a breach of this Agreement by Contractor, (ii) the Services provided under this Agreement by Contractor or arising from any act or omission of Contractor or of any employee or agent of Contractor; or (iii) infringement or misappropriation or allegation of infringement or misappropriation of any patent, copyright, trade secret, trademark or other proprietary right of any third party relating to any deliverable provided or service performed by Contractor.

20. <u>CONFIDENTIALITY</u>

A. Except as is necessary in the performance of this Agreement, or as authorized in writing by the other party, the parties shall not disclose to any person, institution, entity, company, or other third party any information directly or indirectly related to the parties that the other party (or its employees, agents and contractors) receives as a result of performing its obligations under this Agreement, or of which it is otherwise aware.

- B. The parties (and their employees, agents and contractors) shall not disclose, except to each other, any proprietary information, professional secrets or other information, records, data and data elements (including, but not limited to, protected health information) collected and maintained in the course of carrying out the responsibilities under this Agreement, unless such party receives prior written authorization to do so from the other party or as required by law.
- C. All confidential obligations contained herein (including those pertaining to information transmitted orally) shall survive the termination of this Agreement. The parties shall ensure that their respective employees, agents and contractors are aware of and shall comply with the aforementioned obligations.
- D. MARC is a public governmental body subject to the provisions of Missouri's Sunshine Law, Sections 610.010 through 610.030 RSMo. As such, MARC is required to allow citizens to inspect and copy District documents deemed to be "public records" under the law. Nothing herein shall prohibit MARC from satisfying a request to inspect and copy documents if legal counsel for MARC is of the opinion that such documents are "public records."

21. <u>DEFAULT</u>

In the event there is a default with respect to any of the provisions of this Agreement or its obligations under it, the non-defaulting party shall give the defaulting party written notice of such default. After receipt of such written notice, the defaulting party shall have fifteen (15) days in which to cure any monetary default and thirty (30) days in which to cure any non-monetary default, provided the defaulting party shall have such extended period as may be required beyond the thirty (30) days if the nature of the cure is such that it reasonably requires more than thirty (30) days and the defaulting party commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion. The non-defaulting party may not maintain any action or effect any remedies for default against the defaulting party unless and until the defaulting party has failed to cure the same within the time periods provided in this paragraph.

22. GOVERNING LAW

This Agreement shall be interpreted under and governed by the laws of the State of Missouri. Whenever there is no applicable state statute or decisional precedent governing the interpretation of this Agreement, then federal common law shall govern.

23. <u>NOTICES</u>

Any action by MARC under this Agreement may be taken by David Warm, Executive Director, or such other person as MARC may designate for such purpose by written notice to Contractor. All compensation and written notices to Contractor shall be considered to be properly given if mailed, delivered in person, emailed or transmitted by facsimile machine to:

All invoices, written reports and written notices given to MARC shall be considered to be sufficiently given if mailed, delivered in person, e-mailed or transmitted by facsimile machine to:

Tonya Boston Mid-America Regional Council 600 Broadway, Suite 200 Kansas City, Missouri 64105-1659 E-mail Address: tboston@marc.org FAX (816) 421-7758

24. ENTIRE AGREEMENT

This Agreement cancels and supersedes all previous discussions, negotiations, understandings, representations, warranties and agreements, written or oral, relating to the subject matter of this Agreement, and contains the entire understanding of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement on the dates set forth below.

MID-AMERICA REGIONAL COUNCIL

CITY OF INDEPENDENCE, MO

md! By:

By:

David A. Warm **Executive Director**

Date: 07/18/2023

Date:

EXHIBIT A

<u>Federal Awarding Agency: Department of Health and Human Services – Administration for</u> <u>Community Living (ACL)</u>

Federal Award Name: Older Americans Act Title III

Part III-B: Supportive Services; CFDA #93.044; CFDA Title – Special Programs for the Aging Title III, Part B, Grants for Supportive Services and Centers Federal Awards – 2301MOOASS		2,840 or
Part III-C1: Congregate Meals; CFDA #93.045 CFDA Title – Special Programs for the Aging Title III, Part C, Nutrition Services Federal Awards – 2301MOOACM	\$3.	3,000
Part III-C2: Home Delivered Meals; CFDA #93.045 CFDA Title – Special Programs for the Aging Title III, Part C, Nutrition Services Federal Awards – 2301MOOHDM	\$4	1,195
Part III-D: Preventive Health; CFDA #93.043 CFDA Title – Special Programs for the Aging Title III, Part D, Disease Prevention and Health Pro Services Federal Awards – 2301MOOAPH		9,250 on
Part III-E: National Family Caregiver Support Program; CFDA #93.052 CFDA Title: National Family Caregiver Support Title III, Part E Federal Awards – 2301MOOAFC	\$	750

Other HHS-Funded Programs:

<u>Federal Agency Name: Department of Health and Human Services/ Administration for</u> <u>Children and Families (ACF)</u>

Federal Award Name: Social Services Block Grant	
Social Services Block Grant: CFDA #93.667	\$ 6,839
CFDA Title – Social Services Block Grant	
Total Amount of Federal Awards Obligated by this Action:	tba

Total Amount of Federal Awards Obligated to Subrecipient Under this Agreement: \$93,874

<u>Exhibit B</u>

Federal Terms and Conditions

1) NONDISCRIMINATION (49 CFR Part 21): During the performance of this Agreement, the Contractor, for itself, its assignees, and successors in interest, agrees as follows:

A. Contractor shall comply with the regulations relative to nondiscrimination in federally assisted programs of the United States Department of Commerce, as they may be amended from time to time (hereinafter referred to as the "Regulations"), which are hereby incorporated by reference and made a part of this Agreement.

B. Contractor, with regard to the Services performed by it during the term of this Agreement, shall not discriminate on the grounds of age, race, color, sex or national origin in the selection or retention of Contractors, including procurement of materials and leases of equipment. Contractor shall not participate, either directly or indirectly, in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the Agreement covers a program set forth in Appendix "B" of the Regulations.

C. In all solicitations, whether by competitive bidding or negotiation, made by the Contractor for services to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of age, race, color, sex or national origin.

D. The Contractor shall provide all information and reports required under the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, and other sources of information, and its facilities as may be determined by MARC to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information is required, or such information is in the exclusive possession of another that fails or refuses to furnish this information, the Contractor shall so certify to MARC, and shall set forth what efforts it has made to obtain the information.

E. In the event of the Contractor's noncompliance with the nondiscrimination provisions of this Agreement, MARC shall impose such contract sanctions as it may determine to be appropriate, including, but not limited to: (i) Withholding of payments to the Contractor under the Agreement until the Contractor complies; and/or (ii) Cancellation, termination, or suspension of the Agreement, in whole or in part.

F. The Contractor shall include the provisions of Paragraphs A through E above in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The Contractor shall take such action with respect to any subcontract or procurement as MARC may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event the Contractor becomes involved in or is threatened with litigation with a subcontractor or supplier as a result of such direction, the Contractor may request MARC to enter into such litigation to protect the interests of MARC.

2) AMERICANS WITH DISABILITIES ACT:

Contractor shall comply with applicable provisions of the Americans with Disabilities Act of 1991, as amended. In particular, Contractor shall assist MARC in compliance by including appropriate language in all public documents and reports notifying persons with disabilities of MARC's policy of providing accommodations (i.e. interpreter, large print, reader and hearing assistance) to persons who need such assistance to participate in the Project.

3. <u>AFFIRMATIVE ACTION IN EMPLOYMENT</u>: The Contractor shall comply with the provisions of Section 503 of the Rehabilitation Act of 1973, as amended (the "Act"), and agrees as follows:

A. The Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other form of compensation, and selection for training, including apprenticeship. B. The Contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor pursuant to the Act.

C. In the event of the Contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor pursuant to the Act.

D. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the director, provided by or through the contracting officer. Such notices shall state the Sub-recipient's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.

E. The Contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of the Act, and is committed to take affirmative action to employ and advance in employment physically and mentally disabled individuals.

F. The Contractor will include the provisions of Paragraphs A through E above in every subcontract or purchase order of \$2,500.00 or more unless exempted by rules, regulations or orders of the Secretary issued pursuant to the Act, so that such provisions will be binding on each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance (41 CFR 60-741.4.4).

4. <u>EQUAL EMPLOYMENT OPPORTUNITY (41 CFR</u> Part 60-1.4(b)): During the performance of this

Agreement, the Contractor agrees as follows:

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

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

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

D. The Contractor shall comply with all provisions of Executive Order 11246 of September 24, 1965, and by rules, regulations, and relevant orders of the Secretary of Labor.

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

F. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations, or orders, this Agreement may be canceled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

G. The Contractor will include the portion of the sentence immediately preceding Paragraph A and the provisions of Paragraphs A through G in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Subcontractor will take such action with respect to any subcontract or purchase order as MARC may direct as a means of enforcing such provision, including sanctions for noncompliance, provided, however, that in the event the Subcontractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Contractor may request MARC to enter into such litigation to protect the interests of MARC.

5. <u>PROHIBITION AGAINST SUBSTANCE ABUSE</u>: The Contractor shall comply with the requirements of the Omnibus Drug Initiative Act of 1988 (Public Law 100-690), as amended, and certify to MARC that it will provide a drug-free workplace.

6. LOBBYING: The Contractor hereby certifies that the federal funds provided under the terms of this Agreement will not be paid, by or on behalf of the Contractor, to any person to influence an officer or employee of any federal agency or federal elected official. The Contractor will provide full disclosure of any non-federal resources expended to lobby any federal official in connection with the Project.

7. <u>COPELAND "ANTI-KICKBACK" ACT</u>: All contracts and subgrants for construction or repair will include provision for compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in DOL regulations (29 CFR Part 3).

8. <u>DAVIS-BACON ACT</u>: All construction endeavors of the AAA in excess of \$2,000 will include provision for compliance with the Davis-Bacon Act (40 U.S.C.

9. CONTRACT WORK HOURS AND SAFETY

STANDARDS ACT: All construction endeavors of the AAA in excess of \$2,000, and in excess of \$2,500 for other contracts involving employment of mechanics or laborers, will include provision for compliance with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by DOL Regulations (29 CFR part 5).

10. CLEAN AIR ACT/CLEAN WATER ACT/EPA

REGULATIONS: Contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, under section 306 (42 U.S.C. 1857 (h)), section 508 of the Clean Water Act (42 U.S.C. 1368), Executive Order 11738, and

Environmental Protection Agency regulations (40 CFR Part 15).

11. <u>WINDSOR V. UNITED STATES</u>: Contractor will comply with the requirement to provide services to married same-sex couples.

12. EMPLOYEE WHISTLEBLOWER PROTECTIONS:

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.

13. TARGET POPULATION: (OAA Section 306

(a)(4)(A)(i)(I)) Contractor shall target its services to low-income minority individuals, older rural individuals, and older individuals with limited English proficiency. Persons aged 60 or over who are frail, homebound by reason of illness or incapacitation disability, or otherwise isolated, shall be given priority in the delivery of services. (45 CFR 1321.69(a)).

14. <u>BOSTOCK v CLAYTON COUNTY</u>: Contractor shall ensure employees are protected against discrimination because of their sexual orientation or gender identity.

EXHIBIT C Assessments/Reassessments Scope of Services

The Mid-America Regional Council Department of Aging and Adult Services works to improve the health and quality of life of older adults in the Kansas City Region. This department of MARC is also a designated Area Agency on Aging for Cass, Clay, Jackson, Platte, and Ray counties in Missouri.

For a variety of programs, consumers who interact with MARC require in-home and electronic assessment to evaluate needs, identify risk factors, and meet state and federal reporting requirements.

The Contractor will serve as an Assessor for MARC, assisting in administering surveys, measurement instruments, and other data collection methods. At times, scoring and interpretation of scientifically valid measurement instruments will be necessary. For some assessments, the development of a care plan and authorization of service units, according to MARC, state, and federal guidelines will be necessary. Flexibility in the Assessor role is emphasized so that the needs of MARC, the consumer, and Assessor can be met.

The Contractor will work closely with MARC and community-based organizations that focus on providing care and services to older adults and individuals with disabilities. The Contractor will support assessment from initial referral through data entry into electronic and online systems. The Consultant will report directly to MARC's Integrated Care Manager.

Key Responsibilities:

- 1. Complete and maintain training requirements of MARC and the state of Missouri.
- 2. Respond to requests by MARC to carry out pre-determined assessments for various programs and services.
- 3. Complete and file assessment and care management paperwork as requested by MARC.
- 4. Conduct the majority of assessments in the consumer's home.
- 5. Input gathered data into various computer and software systems. (Assessor must have access to a computer with internet capability.)
- 6. Provide timely reports on activities and document all interactions with consumers.

Background Check

Contractors are required to pass a background check initiated by MARC and may be subject to monthly Office of Inspector General and other checks to maintain compliance with State, Federal, and payer requirements.

Mandatory Reporting

The Contractor, and/or staff and volunteers shall be familiar with and shall be able to recognize situations of possible abuse, neglect, exploitation, or likelihood of serious physical harm involving older persons. Conditions or circumstances which place the older person or the household in likelihood of serious physical harm shall be immediately reported to the division's older adult abuse hotline (1-800- 392-0210). Likelihood of serious physical harm definition (Chapter 7-Service Standards: 19 CSR 15-7.010(8), dated 5/31/2020): one (1) or more of the following: (A) A substantial risk that physical harm to an adult will occur because of failure or inability to provide for essential human needs as evidenced by acts or behavior which have caused harm, or which give another person probable cause to believe that the adult will sustain harm; (B) A substantial risk that physical harm will be inflicted by an eligible adult upon him/herself, as evidenced by recent credible threats, acts or behavior which have caused harm or which places another person in reasonable fear that the eligible adult will sustain harm; (C) A substantial risk that physical harm will be inflicted by an eligible adult upon another as evidenced by recent acts or behavior which has caused harm or which gives another person probable cause to believe the eligible adult will sustain harm; or (D) A substantial risk that further physical harm will occur to an eligible adult who has suffered physical injury,

neglect, sexual or emotional abuse or other maltreatment or wasting of his/her financial resources by another person \cdot

COMPENSATION:

The MARC Aging and Adult Services Assessor will be compensated based upon the following schedule:

In-Person Assessment/Re-Assessments This is valid from July 1, 2023 – August 31, 2023	\$50/assessment
Telephonic HDM Assessment/Re-Assessments This is valid from July 1, 2023 – August 31, 2023	\$30/assessment
In-Person HDM Assessment/Re-Assessments Effective September 1, 2023	\$65/In-Person assessment
Telephonic HDM Assessment/Re-Assessments Will no longer be available effective September 1, 2023	N/A Effective 9/1/2023

EXHIBIT D: E-VERIFY STATUS

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.
	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, 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.

1 of 5

Box A CURRENTLY NOT A BUSINESS ENTITY

I certify that _____ (Company/Individual Name) **DOES NOT** <u>CURRENTLY MEET</u> 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 utilizes 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

(Company/Individual Name) is awarded a contract for the services requested herein under #07670-CoIMO24 (Contract Number) 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 Mid-America Regional Council 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

(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) <u>MEETS</u> the definition of a business entity as defined in section 285.525, RSMo pertaining to section 285.530, RSMo as stated above.

Authorized Business Entity Representative's Name (Please Print) Authorized Business Entity Representative's Signature

Business Entity Name

Date

As a business entity, the contractor must perform/provide the following. The contractor should check each to verify completion/submission:

Enroll and participate in the E-Verify federal work authorization program (Website: <u>https://www.e-verify.gov;</u> Phone: 888-464-4218) with respect to 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 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 of the MOU lists the contractor's name, 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.

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 #07670-CoIMO24 (Contract Number) for the duration of the contract, 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 contract, 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	
Subscribed and sworn to before me this	(DAY) of (MO	. I am
commissioned as a notary public within the Cour	ty of	_, State of
, and my commission		ATE)

Signature of Notary

Date

BOX C – AFFIDAVIT ON FILE – CURRENT BUSINESS ENITTY STATUS

I certify that ______ (Business Entity Name) <u>MEETS</u> 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 Mid-America Regional Council (MARC). <u>We have previously provided documentation to MARC that affirms enrollment and participation in the E-Verify federal work authorization program</u>. 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 or Work Authorization (must be completed, signed, and notarized within the past twelve months).

Date of Previous E-Verify Documentation Submission:

Previous Bid/Contract Number for Which Precious 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

EXHIBIT E 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 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 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 less than ten employees.

BOX C: To be completed by a contractor that meets the definition of "Company" and <u>has ten or</u> <u>more employees</u>.

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 Mid-America Regional Council at that time.

Authorized Representative's Name (please print)

Authorized Representative's Signature

Entity Name

Date

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BOX B - COMPANY ENTITY WITH LESS THAN TEN EMPLOYEES

I certify that ______ (Company Name) <u>MEETS</u> 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 Mid-America Regional Council 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) <u>MEETS</u> 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 dong 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, organized under the laws of the State of Israel; or persons or entities doing business in or with Israel or authorized by, licensed by, 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

EXHIBIT F CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

This agency certifies to the best of its knowledge and belief that it and its principals:

- A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
- B. Have not within a three year period preceding this program year been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- C. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
- D. Have not within a three-year period preceding this program year had one or more public transactions (Federal, State, or local) terminated for cause or default.

Where this agency is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this certification.

Typed Name & Title of Authorized Representative

Signature of Authorized Representative

Date

EXHIBIT G SINGLE AUDIT CERTIFICATION

(Organization's Mailing Address)

Organization's Fiscal Year:

_____ to _____

I, _____ (Authorized Representative), hereby certify that the total expended from all federal awards from all funding sources during this agency's preceding fiscal year was \$_____. Amounts exceeding \$750,000 require a single audit.

THEREFORE,

We are required to have a single audit (\$750,000 or more).

We are not required to have a single audit (less than \$750,000). However, we have included a copy of our independent auditor report and management letter with this certification.

We are not required to have a single audit (for-profit organization). However, we have included a copy of our independent auditor report and management letter with this certification.

We understand that if we are required to have a single audit in accordance with Subpart F Audit Guidance -2 CFR Part 200.501, we must submit the following information to MARC:

- (1) A copy of the reporting package as defined in OMB Single Audit Requirements (2 CFR Part 200.501);
- (2) Any management letter issued by the auditor; and
- (3) Our corrective action plan addressing all findings and questioned costs pertaining to funding received from MARC.

We further understand this information must be submitted to MARC within thirty (30) days of receiving the Single Audit Report or nine months after the end of the audit period, whichever occurs earlier. We expect to complete the audit and have copies of the report(s) available by

(Date)

(Signature of Authorized Representative)

(Title of Authorized Representative)

(Typed or Printed Name of Authorized Representative)

(Date)

City of Independence AGENDA ITEM COVER SHEET

Agenda Title:	
Boards/Commissions Report	
Department:	Contact Person:
REVIEWERS:	
Department	Action
City Clerk Department	Approved
City Clerk Department	Approved
City Managers Office	Approved
Council Action:	Council Action:
ATTACHMENTS:	
Description	Туре
Boards and Commission Memo for	Reappointments Ordinance



MEMORANDUM

DATE: March 18, 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 Michael Calvert and Sam Rushay to the Tourism Commission.
- Staff requests direction to add a resolution to the next regular meeting, reappointing these individuals to the above board.

Tree Commission

- A recommendation has been made to reappoint Twyla Olson-Hahn to the Tree Commission
- Staff requests direction to add a resolution to the next regular meeting, reappointing this individual to the above board.

Human Relations Commission

- A recommendation has been made to reappoint Thad McCullough to the Human Relations Commission.
- Staff requests direction to add a resolution to the next regular meeting, reappointing this individual to the above board.



Storm Water Control Sales Tax Oversight Committee

- A recommendation has been made to reappoint Les Boatright and Mary Smead to the Storm Water Control Sales Tax Oversight Committee.
- Staff requests direction to add a resolution to the next regular meeting, reappointing these individuals 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		Action	
City Clerk Department		Approved	
Council Action:		Council Action:	