

# City of Independence

## SPECIAL CALLED COUNCIL AGENDA

May 13, 2019  
6:00 PM, Council Chambers

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 <http://independencemo.org/agenda>, and select 'Most Recent Council Agenda'.

### ROLL CALL

### CITIZEN REQUESTS

1.

### CONSENT AGENDA

#### Reports and Recommendations of the City Manager

1. Intergovernmental Agreement between the City of Independence and Jackson County for the Sale of Land and the Lease and Operation of Regional Animal Shelter Facility.

#### Resolutions

19-742 - A resolution conveying the City Council's intent to fund the operation and programming of the Englewood Theatre. *[Requested by Councilmember Perkins.]*

19-743 - A resolution directing the City Manager to implement a three year electric rate reduction for all Independence Power and Light customers starting August 1, 2019. *[Motion to Renew Requested by Councilmember Mike Huff]*

### REGULAR AGENDA

#### Ordinances

19-029 - 1R. An ordinance imposing a use tax at the rate of two and one quarter percent (2.25%) for the privilege of storing, using, or consuming within the City any article of tangible personal property pursuant to the authority granted by the State of Missouri and subject to the provision of Sections 144.600 through 144.761 RSMO; providing for the Use Tax to be repealed, reduced or raised in the same amount as any City sales tax is repealed, reduced or raised; and providing for submission of the proposal to the qualified voters of the City for their approval at the special election called and to be held in the City on August 6, 2019, and proposing the form of the ballots to be employed at said election and directing the City Clerk to do all things called for by law in connection with the holding of said election.

**COUNCILMEMBER COMMENTS**

**ADJOURNMENT**

*"Is it good for the children?"*

# *City of Independence*

## AGENDA ITEM COVER SHEET

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### **Agenda Title:**

Intergovernmental Agreement between the City of Independence and Jackson County for the Sale of Land and the Lease and Operation of Regional Animal Shelter Facility.

### **Recommendations:**

Staff recommends approval in substantially the same form as presented.

### **Executive Summary:**

The City has negotiated with Jackson County to sell the land upon which the Regional Animal Shelter exists and take over the operation of the shelter in July 2019.

### **Background:**

In January 2019, Great Plains SPCA gave notice to the County that it would cease operation of the Regional Animal Shelter in July 2019. The City negotiated to sell the City land upon which the facility sits to the County and take over operation of the shelter to ensure a smooth transition of services for our residents.

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### **Fiscal Impact:**

From the sale of the land, the City will receive \$240,000 from the County. Additionally, the City will receive \$100,000 annually during the two-year term of the contract.

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**Department:** City Manager's Office    **Contact Person:** Christina Heinen

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### **REVIEWERS:**

<b>Department</b>	<b>Action</b>
City Managers Office	Approved
City Clerk Department	Approved

City Managers Office  
City Clerk Department

Approved  
Approved

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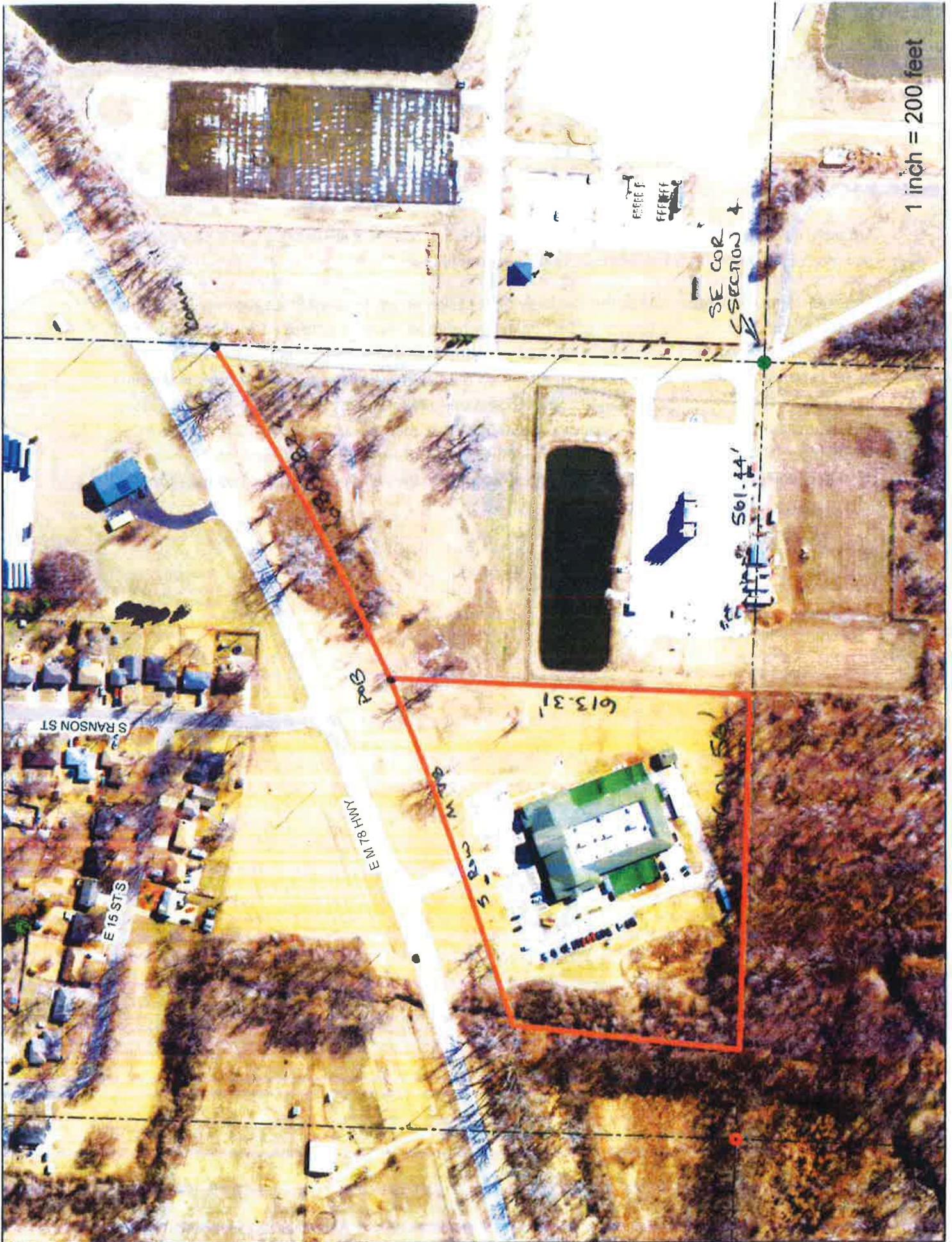
**Council Action:**

**Council Action:**

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**ATTACHMENTS:**

<b>Description</b>	<b>Type</b>
▣ Shelter Aerial	Backup Material
▣ Intergovernmental Agreement between the City and the County	Contract



1 inch = 200 feet

SE COR SECTION 4

561.14'

613.31'

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**INTERGOVERNMENTAL AGREEMENT BETWEEN  
THE CITY OF INDEPENDENCE AND JACKSON COUNTY FOR  
THE SALE OF LAND AND THE LEASE AND OPERATION OF A  
REGIONAL ANIMAL SHELTER FACILITY**

THIS AGREEMENT, by and between JACKSON COUNTY, MISSOURI, a Constitutional Home Rule Charter County of the State of Missouri, hereinafter referred to as “the County,” and the CITY OF INDEPENDENCE, MISSOURI, a Charter City of the State of Missouri, hereinafter referred to as “the City,” is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

WHEREAS, the County constructed a state of the art animal shelter facility on land owned by the City, located at 21001 E. Missouri Hwy 78, Independence, MO, hereinafter referred to as “the Facility”; and

WHEREAS, the City and County have previously entered into cooperative agreements regarding the Facility to serve the City and County’s need for animal services in their respective jurisdictions; and,

WHEREAS, the Operator chosen by the County to operate the Facility has given notice that it will no longer operate the Shelter effective July 1, 2019; and,

WHEREAS, the City and County have negotiated terms under which the City shall assume operation of the Facility to provide service to the City and County;

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations in this Agreement, the City and County agree as follows:

**1. SALE OF LAND**

- A.** In consideration for the covenants and promises in this Agreement, the City shall sell to the County the approximately 7 acres of land upon which the Facility exists, as described more fully in Exhibit A.
- B.** The City and County agree that the purchase price shall be two hundred and forty thousand dollars (\$240,000) and the purchase price shall be paid no later than January 31, 2020.
- C.** Should the County offer the land and/or the Facility thereupon for sale, transfer, closure, change in use or operator, or lease the City shall have the right of first refusal.
- D.** The City shall deliver a title insurance policy in the amount of the purchase price as of the time and date of the recordation of the warranty deed provided by the City from a title company of the County’s choosing, at the expense of the County. Not later than July 10, 2019, the City shall cause to be furnished to the County a current commitment to issue the title insurance policy and copies of all exception documents referenced in said title

commitment. The County shall then have ten (10) days after receipt of the title commitment and the documents to notify the City of any objections the County has to any matters shown or referred to in the title commitment or documents. Any matter shown or referred to in the title commitment or documents to which the County does not object shall be permitted exceptions (“Permitted Exceptions”). With regard to items to which the County does object, the City shall have until closing to cure the objections. If the City does not cure such objections by Closing, then this Agreement shall be automatically terminated unless the County waives such objections on or before closing.

**E.** Title should be transferred no later than Monday, August 5, 2019. Closing will take place at the title company of the County’s choosing. At or before closing, the City agrees to properly execute and deliver into escrow a General Warranty Deed (the “Deed”). The Deed shall convey to the County fee simple title, subject only to the Permitted Exceptions and zoning ordinances and laws. At or before closing the County shall deliver into escrow guaranteed funds sufficient to satisfy its obligations under this Agreement and a closing instruction letter to the title company that conditions the release upon the delivery of the deed and title company’s agreement to insure title without the objected exceptions.

## **2. LEASE OF THE FACILITY**

**A.** The County shall lease to the City the Facility, together with all existing furniture, fixtures, and equipment, and the land upon which the Facility sits as described in Exhibit A, to the City for \$1.00 (one dollar) during the term of this Agreement. The County shall continue to pay all outstanding debt service for the Facility. Neither the City nor County shall allow the premises to be occupied by any department or operation other than that specified in this agreement.

**B.** During the lease the City shall be responsible for and provide day-to-day maintenance of the facility and grounds including, but not limited to, janitorial service, replacement of light bulbs and filters, routine grass mowing, landscaping, and snow removal.

**C.** . During the lease the County shall be responsible for condition and maintenance of the physical plant, grounds/site, and building structure, including, but not limited to repair, replacement, and routine maintenance of electrical, plumbing, HVAC and other building systems, and building structure. The County shall also be responsible for and replacement of major structural components and systems, including but not limited to HVAC, and roof, in the event that the City and County agree that an item can no longer be repaired but must be replaced.

**D.** The County shall complete all outstanding repairs and maintenance on the facility prior to the City taking possession. Thereafter, during the term of that agreement, emergency repairs shall be completed by the County or its designee within 48 hours of a report of a condition requiring emergency attention. All other repairs shall be completed within two (2) weeks of the report of the need to the County by the City.

### 3. OPERATION

The City shall, during the Term of this agreement, administer and operate Animal Control Services and the Facility in accordance with City and County ordinances and pertinent State and Federal laws governing and controlling the administration and operation of animal shelters.

**A.** Animal Control Services shall include, with respect to the unincorporated areas of Jackson County and Jackson County's Parks, field services, on-call services, and sheltering services. The services provided to the County shall align with the current criterion and service level for the same Animal Control Services provided by the Independence Police Department.

**B.** The County agrees, upon annual appropriation, to make an annual payment of one hundred thousand dollars (\$100,000) to the City to provide for start-up and ongoing costs associated with the operation of the Facility.

The initial yearly payment shall be made on or before July 31, 2019 and subsequent yearly payments will be due on or before July 31 of each year of the term of the Agreement. Should the Agreement be terminated, a refund of monies paid shall be available under the Agreement on a pro rate basis for the days between the date of termination and the end of the then-current and paid for term.

If the County's legislative body does not appropriate all of the funds necessary to make the payments to the City or to provide the necessary services required herein as part of its annual budget adoption, the Agreement shall terminate at the end of the current appropriation period with no further services being provided by the City, and the City being relieved of any obligations under the Agreement.

**C.** The City agrees to provide incinerator services for animals that originate from unincorporated areas of Jackson County and Jackson County Parks at no additional cost to the County.

**D.** The City will provide pick up of and boarding of stray and/or endangered ungulate (hoofed) animals in the unincorporated areas of Jackson County, including transportation.

**E.** The City will provide reports on a quarterly basis to the County regarding the operation of the Facility. The reports will include intake and disposition of all animals, said reports to be received by the County within 30 days following quarter end, and will respond within 10 days to information requests. For purposes of this agreement, a quarter will end on March 31, June 30, September 30, and December 31. The City and the County agree that they shall together, on an annual basis on or before March 31 of each year of the Term, review the Facility intake numbers in order to determine whether any major shifts are detectable in the animal population being served by the Facility. In the event of a significant shift in numbers,

both parties agree that they shall meet and confer regarding management of the animal population.

**F.** The City shall initially keep the Facility open to the public five (5) days per week, Wednesday through Sunday, not including City holidays, provided sufficient activity occurs to justify the associated expense. At no time will the shelter be open to the public less than 35 hours per week, including Saturday operating hours. The City shall have the right to reduce shelter services due to budget issues provided the City shall notify the County, and due to a lack of funds.

**G.** The City shall agree to provide shelter space for domesticated animals being provided to the Facility for a minimum of six (6) business days, which shall be the required holding period. The staff of the Facility shall provide care to these animals including but not limited to food, shelter, necessary veterinary care, etc.

Domesticated animals will be disposed of pursuant to the City's ordinances and at the City's costs. All adoption fees, boarding fees, and other applicable fees collected at the Facility shall be retained by the City. The City will work to identify animals suitable for adoption and agrees to work towards the goal of maintaining a "no kill" shelter and to work to encourage adoption of these animals.

As a condition of adoption, all dogs and cats over four (4) months of age shall be spayed or neutered. Additionally, any other animals shall be spayed or neutered as required by any City, County, or State laws. The City agrees to provide said services through the Shelter.

**H.** Jackson County Animal Welfare Committee.

- i.** The City and the County shall participate in an Animal Welfare Committee. The Committee shall be comprised of five members who shall serve for two-year terms. The County Executive shall appoint two members, and the Mayor of Independence shall appoint three members. The Committee shall select its own chair from among its members.
- ii.** The Committee shall be charged with the responsibility to, among other things: promote spay and neuter programs for household pets; support educational programs that promote the welfare and safety of animals; hear complaints regarding abuse or cruelty to animals when, in the committee's opinion, such complaints have not been satisfactorily addressed by any applicable enforcement or animal welfare agency; investigate charges of unethical treatment of animals.
- iii.** The Committee shall meet as often as the Committee determines to be necessary, but no less often than twice per year. The Committee shall submit a written report of its activities to the Jackson County Executive and the Mayor of the City of Independence no later than January 31 of each year.
- iv.** The City shall provide clerical and financial staff support to the Committee.

**I.** City and County agree the Facility shall initially remain named the Jackson County Regional Animal Shelter. The parties may, by mutual agreement, change the name of the facility.

**J.** The City, as the Operator, may not intake and/or board animals in the Facility from outside Independence or the unincorporated areas of Jackson County specified herein without prior consent of the County, which will not be unduly withheld.

**4. GOVERNMENTAL APPROVAL.** This agreement is subject to and contingent upon the approval of both the Independence City Council and the Jackson County Legislature.

**5. EFFECTIVE DATE.** The effective date of this agreement is July 1, 2019

**6. TERM.** The initial term of this agreement is two (2) years and shall automatically renew for one year extensions under the same terms until and unless a party provides 180-day advance notice of its demand to renegotiate or terminate. The City or County shall notify the other party of its intention to renegotiate or terminate no later than December 30 of the year preceding the end of the term, in the manner specified in the NOTICES section of this Agreement.

**7. INSURANCE**

**A.** The County shall provide comprehensive (building and contents at replacement cost) property insurance for the Facility. The County may list the Facility as an insured premise on County's umbrella property insurance policy for all County facilities or may provide property insurance for the Facility via a stand-alone policy or approved self-insurance at any time during the term of this Agreement. The City shall be named as an additional insured and provided evidence of coverage not less than annually.

**B.** In the event of a casualty loss to the Facility, County shall be responsible for any insurance deductible or self-insured retention that must be paid in connection with the loss. Each party also agrees to waive subrogation as to the other party.

**C.** Additionally, the County shall provide comprehensive general liability insurance for the Facility naming City as an additional insured, or provide evidence of self-insurance on the Facility satisfactory to the City. If the County chooses to self-insure the Facility against liability claims, the County will defend and hold the City harmless from any claims regarding the operation of the Facility.

**D.** The City shall provide satisfactory evidence of insurance or self-insurance to cover the acts and omissions of its employees and volunteers and provide for any insurance coverage required by law stemming from the employment of such City staff and/or volunteers.

**8. HOLD HARMLESS**

**A.** To the fullest extent permitted by law and regulations, the County shall indemnify and hold harmless the City, and the board members, officers, directors, partners, employees,

agents, consultants and sub-contractors of each and any of them from and against all claims, costs, losses and damages (including but not limited to all fees and charges of engineers, architects, attorneys and other professionals in all courts or arbitration or other dispute resolution costs) arising out of or relating to the performance of the work, provided that any such claim, cost, loss or damages attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom but only to the extent caused by any act or omission of the County, any sub-contractor, any supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the work or anyone for whose acts any of them may be liable.

**B.** To the fullest extent permitted by laws and regulations, the City shall indemnify and hold harmless the County, and the board members, officers, directors, partners, employees, agents, consultants and sub-contractors of each and any of them from and against all claims, costs, losses and damages arising out of or relating to City's performance of the Agreement, provided that any such claim, cost, loss or damages attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom but only to the extent caused by any act or omission of City or any individual or entity directly or indirectly employed by any of them to perform any of the work or anyone for whose acts any of them may be liable.

9. NOTICES. Notice to either party in connection with this Agreement shall be made in writing, delivered electronically and by certified mail, signed return receipt requested, to the following addresses, or such other address as the signatories shall from time to time designate:

County:	<u>By Mail</u>	<u>By Email</u>
	County Executive	<a href="mailto:mhennosy@jacksongov.org">mhennosy@jacksongov.org</a>
	Jackson County, Missouri	<a href="mailto:dsees@jacksongov.org">dsees@jacksongov.org</a>
	415 E. 12 <sup>th</sup> Street	<a href="mailto:jmasters@jacksongov.org">jmasters@jacksongov.org</a>
	Kansas City, Missouri 64106	
City:	<u>By Mail</u>	<u>By Email</u>
	City Manager	<a href="mailto:zwalker@indepmo.org">zwalker@indepmo.org</a>
	City of Independence	<a href="mailto:anorris@indepmo.org">anorris@indepmo.org</a>
	111 E. Maple	<a href="mailto:cheinen@indepmo.org">cheinen@indepmo.org</a>
	Independence, Missouri 64050	<a href="mailto:jcato@indepmo.org">jcato@indepmo.org</a>

10. CUMULATIVE REMEDIES. The duties and obligations imposed by this Agreement and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Law or Regulations, by special warranty or guarantee, or by other provisions of this Agreement.

- 11. SURVIVAL OF OBLIGATIONS.** All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with this Agreement, as well as all continuing obligations indicated in the Agreement, will survive final payment, completion, and acceptance of the Work or termination or completion of the Agreement or termination of the services of City.
- 12. CONTROLLING LAW.** This Agreement is to be governed by the laws of the State of Missouri.
- 13. VENUE.** Venue of any lawsuit filed regarding the Project or arising out of this Agreement will be in the Circuit Court of Jackson County, Missouri at Independence.
- 14. COUNTERPARTS.** This Agreement may be executed in one or more counterparts, each of which shall constitute an original and which, when taken together, shall constitute one entire Agreement. It shall be fully executed when each party whose signature is required has signed at least one counterpart even though no one counterpart contains the signatures of all the parties to this Agreement.
- 15. FAX SIGNATURES.** For purposes of this Agreement, a document (or signature page thereto) signed and transmitted by facsimile machine, telecopier, or email attachment is to be treated as an original document. The signature of any party thereon, for purposes hereof, is to be considered an original signature, and the document transmitted is to be considered to have the same binding effect as an original signature on an original document. At the request of any party, any facsimile, telecopy, or document sent by email attachment is to be re-executed in original form by the parties who executed the facsimile, telecopy, or document sent by email attachment. No party may raise the use of a facsimile machine, telecopier, or email attachment, or the fact that a signature was transmitted through the use of a facsimile, telecopier, or as an email attachment as a defense to the enforcement to this Agreement or any amendment or other document executed in compliance with this paragraph.
- 16. TERMINATION.** The City or County may terminate this Agreement for Cause upon giving 180 days' to the other party in accordance with the provisions of the NOTICES section of this Agreement. "Cause" includes the violation of this Agreement by either party. "Cause" for City to act includes County's failure to timely make any payment on the debt service on the Animal Shelter Facility and/or any other payment required herein, and/or failure to properly maintain the facility in accordance with the obligations set out in this Agreement. "Cause" for the County to act includes the City's failure to make timely payments on any invoices, abuse or mistreatment of animals by the City, or failure to operate the Facility within generally accepted State standards. If one party gives the other notice of intent to terminate for cause, the non-terminating party shall have 180 days to cure or remedy the condition giving rise to the termination.

- 17. ASSIGNMENT.** Neither party may assign their rights and obligations under this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld.
- 18. THIRD PARTY RIGHTS.** Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than City and County.
- 19. ENTIRE AGREEMENT.** This Agreement supersedes and abrogates all prior agreements between the parties concerning the Facility, constitutes the entire agreement between the parties hereto and there are no other understandings, written or oral, relating to the subject matter hereof; the Agreement may not be changed, modified or amended, in whole or in part, except in writing signed by the authorized representatives of both the County and City.

IN WITNESS WHEREOF, the parties have entered into this Agreement on the \_\_\_\_\_ day of \_\_\_\_\_, 2019.

ATTEST:

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Sarah Carnes-Lemp, City Clerk  
City of Independence, Missouri

APPROVED AS TO FORM:

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Shannon Marcano, City Counselor  
City of Independence, Missouri

CITY OF INDEPENDENCE, MISSOURI:

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Zachary Walker, City Manager  
City of Independence, Missouri

ATTEST:

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Mary Jo Spino, Clerk of the Legislature  
Jackson County, Missouri

APPROVED AS TO FORM:

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Bryan O. Covinsky, County Counselor  
Jackson County, Missouri

JACKSON COUNTY, MISSOURI

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Frank White Jr., County Executive  
Jackson County, Missouri

**Exhibit A**  
*Animal Shelter*  
*Legal Description*

A tract of land situated in the southeast quarter of Section 4, Township 49, Range 31, in Independence, Jackson County, Missouri, more particularly described as follows:

Commencing at the intersection of the southerly right-of-way line of Missouri State Highway No. 78 and the east line of the southeast quarter of Section 4, Township 49, Range 31; thence west along said southerly right-of-way line a distance of 639.82 feet to the true point of beginning; thence south  $02^{\circ}07'21''$  west a distance of 613.31 feet to a point on the south line of said Quarter Section, said point being 561.44 feet west of the southeast corner of Section 4, Township 49, Range 31; thence west along said south line a distance of 601.56 feet to a corner in a ditch; thence north  $4^{\circ}40'00''$  east along the center of said ditch to its intersection with the southerly right-of-way line of Missouri State Highway No. 78; thence northeast along said southerly right-of-way line to the Point of Beginning. Said tract contains approximately 6.96 acres, more or less.

# City of Independence

## AGENDA ITEM COVER SHEET

**BILL NO. 19-742**

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**Agenda Title:**

19-742 - A resolution conveying the City Council's intent to fund the operation and programming of the Englewood Theatre. *[Requested by Councilmember Perkins.]*

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<b>Department:</b>	City Clerk's Office	<b>Contact Person:</b>	Sarah Carnes-Lemp
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**REVIEWERS:**

<b>Department</b>	<b>Action</b>
City Clerk Department	Approved
City Clerk Department	Approved
Law Department	Approved
City Managers Office	Approved
City Clerk Department	Approved

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<b>Council Action:</b>	<b>Council Action:</b>
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**ATTACHMENTS:**

<b>Description</b>	<b>Type</b>
□ Resolution	Resolution

BILL NO. \_\_\_\_\_

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION CONVEYING THE CITY COUNCIL'S INTENT TO FUND THE  
OPERATION AND PROGRAMMING OF THE ENGLEWOOD THEATRE.

WHEREAS, the City of Independence has a vested interest in the success of the Englewood Art District; and

WHEREAS, the Englewood Theatre has been an iconic fixture in the Englewood Art District since 1949; and

WHEREAS, the citizens have expressed their interest that theatre should be owned by the community; and be available for events and programs; and

WHEREAS, the City Council considers the investment in the Englewood Theatre to be an investment into the future of the Englewood Art District, the city, and generations of citizens;

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

SECTION 1. The Independence City Council supports the funding for operating and programming events at the Englewood Theatre once it is has been acquired and opened by a third party.

PASSED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2019, 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. 19-743**

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**Agenda Title:**

19-743 - A resolution directing the City Manager to implement a three year electric rate reduction for all Independence Power and Light customers starting August 1, 2019.  
*[Motion to Renew Requested by Councilmember Mike Huff]*

**Background:**

City Council has provided direction to the City Manager to take all steps necessary to ensure the electric utility rates remain competitive for Independence Power & Light customers.

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<b>Department:</b>	City Clerk	<b>Contact Person:</b>	Sarah Carnes-Lemp
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**REVIEWERS:**

<b>Department</b>	<b>Action</b>
City Clerk Department	Approved

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<b>Council Action:</b>	<b>Council Action:</b>	Accepted
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**ATTACHMENTS:**

<b>Description</b>	<b>Type</b>
▫ Resolution	Resolution

BILL NO. \_\_\_\_\_

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION DIRECTING THE CITY MANAGER TO IMPLEMENT A THREE YEAR RATE REDUCTION FOR ALL INDEPENDENCE POWER AND LIGHT CUSTOMERS STARTING AUGUST 1, 2019.

WHEREAS, the City has engaged Burns and McDonnell to complete an Electric Cost of Service and Rate Design Report; and,

WHEREAS, the City Council has provided direction to the City Manager to take all steps necessary to ensure the electric utility rates remain competitive for Independence Power & Light customers; and,

WHEREAS, Section 3.17 of the City Charter mandates that the electric utility be run in a businesslike fashion and that any proceeds are to be applied to rate reductions; and,

WHEREAS, several major employers and many residential customers have expressed frustration with the current electric utility rate structure; and,

WHEREAS, the City Council has determined that a rate reduction is necessary for the immediate preservation of the public peace, property, health, safety and morals; and,

WHEREAS, it is the desire of the City Council to immediately lower the electric utility rate with available savings while the final recommendations of the 2018 Electric Cost of Service and Rate Design Report is completed;

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

SECTION 1. That the City Manager is authorized and directed to implement a rate reduction for all Independence Power & Light Customers of 10% occurring over a three year period starting August 1, 2019. The rate reduction schedule will be as follows: year one-August 1, 2019 4% reduction, year two-August 1, 2020 3% reduction and year three-August 1, 2021 3% reduction.

SECTION 2. That the Public Utilities Advisory Board shall have the opportunity to review this action and make a recommendation to the City Council prior to August 1, 2019.

PASSED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2019, 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:

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City Counselor

REVIEWED BY:

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City Manager

# *City of Independence*

## AGENDA ITEM COVER SHEET

### **BILL NO. 19-029**

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#### **Agenda Title:**

19-029 - 1R. An ordinance imposing a use tax at the rate of two and one quarter percent (2.25%) for the privilege of storing, using, or consuming within the City any article of tangible personal property pursuant to the authority granted by the State of Missouri and subject to the provision of Sections 144.600 through 144.761 RSMO; providing for the Use Tax to be repealed, reduced or raised in the same amount as any City sales tax is repealed, reduced or raised; and providing for submission of the proposal to the qualified voters of the City for their approval at the special election called and to be held in the City on August 6, 2019, and proposing the form of the ballots to be employed at said election and directing the City Clerk to do all things called for by law in connection with the holding of said election.

#### **Executive Summary:**

If approved, this ordinance would place "Proposition P" before the registered voters of Independence on August 6th, 2019. Proposition P would implement the Use Tax in Independence, with revenues being split equally to fund operation of the regional animal shelter and to hire additional police personnel.

#### **Background:**

At the regular meeting of the City Council on May 6th, 2019, a group of citizens petitioned the City Council to place a measure they identified as "Proposition P" before the qualified voters of Independence on August 6th, 2019. Specifically, this measure would implement the Use Tax to be applied on those purchases made online from a vendor with a physical nexus in Missouri. The tax would be applied at the same rate and in the same manner as is already being done with purchases made in-person at traditional brick-and-mortar stores as previously authorized by the voters of Independence. Revenues from the tax would be dedicated to two causes. 50% of those revenues would be used to fund operation of the regional animal shelter, while the remaining 50% would be used to hire additional police personnel. These expenditures would be monitored by the existing Animal Welfare Committee and the Public Safety Sales Tax Committee, respectively.

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**Department:** City Manager's Office **Contact Person:** Zach Walker

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**REVIEWERS:**

<b>Department</b>	<b>Action</b>
City Managers Office	Approved
Finance Department	Approved
Law Department	Approved
City Managers Office	Approved
City Clerk Department	Approved

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**Council Action:** **Council Action:**

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**ATTACHMENTS:**

<b>Description</b>	<b>Type</b>
▫ Ordinance	Ordinance

BILL NO. \_\_\_\_\_

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE IMPOSING A USE TAX AT THE RATE OF TWO AND ONE QUARTER PERCENT (2.25%) FOR THE PRIVILEGE OF STORING, USING, OR CONSUMING WITHIN THE CITY ANY ARTICLE OF TANGIBLE PERSONAL PROPERTY PURSUANT TO THE AUTHORITY GRANTED BY THE STATE OF MISSOURI AND SUBJECT TO THE PROVISION OF SECTIONS 144.600 THROUGH 144.761 RSMO; PROVIDING FOR THE USE TAX TO BE REPEALED, REDUCED OR RAISED IN THE SAME AMOUNT AS ANY CITY SALES TAX IS REPEALED, REDUCED, OR RAISED; AND PROVIDING FOR SUBMISSION OF THE PROPOSAL TO THE QUALIFIED VOTERS OF THE CITY FOR THEIR APPROVAL AT THE SPECIAL ELECTION CALLED AND TO BE HELD IN THE CITY ON AUGUST 6<sup>TH</sup>, 2019, AND PROPOSING THE FORM OF THE BALLOTS TO BE EMPLOYED AT SAID ELECTION AND DIRECTING THE CITY CLERK TO DO ALL THINGS CALLED FOR BY LAW IN CONNECTION WITH THE HOLDING OF SAID ELECTION.

WHEREAS, the City has imposed local sales taxes, as defined in Section 32.085 RSMo, at the rate of 2.25%; and,

WHEREAS, the City is authorized, under Section 144.757 RSMo, to impose a local use tax at a rate equal to the rate of the local sales taxes in effect in the City; and,

WHEREAS, in order to provide the City with acceptable animal control services, the City has identified the need for funding of a regional animal shelter; and

WHEREAS, in order to improve public safety services, the City has also identified the need for funding of additional police officers; and

WHEREAS, a local use tax would provide funding for both a regional animal shelter and additional police officers, and such funding shall be divided in the following manner: 50% to funding a regional animal shelter and 50% to funding additional police personnel; and

WHEREAS, the City shall not reduce the regional animal shelter budget below the Fiscal Year 2019-20 budget of seven hundred fifty thousand dollars (\$750,000) for ten (10) years, nor will the City reduce the number of sworn police personnel below current levels for ten (10) years; and

WHEREAS, the regional animal shelter portion of the use tax shall be deposited into a special regional animal shelter fund and reviewed by the Animal Welfare Committee, at least annually, to ensure the tax is being used in the most effective way; and

WHEREAS, the police personnel portion of the use tax shall be deposited into a special police personnel fund and shall be reviewed by the Police Public Sales Tax Committee, at least annually, to ensure the tax is being used in the most effective way; and,

WHEREAS, the proposed City use tax cannot become effective until approved by the voters at a municipal, county or state general, primary, or special election; and,

WHEREAS, the Council of the City of Independence, Missouri, has determined it would be in the best interests of the City of Independence, Missouri to impose a use tax in order to fund the services identified above.

NOW THEREFORE, be it ordained by the City Council of the City of Independence, Missouri, as follows:

SECTION 1. Pursuant to the authority granted by, and subject to, the provisions of Sections 144.600 through 144.761 RSMo, a use tax is imposed for the privilege of storing, using or consuming within the City any article of tangible personal property. This tax does not apply with respect to the storage, use or consumption of any article of tangible personal property purchased, produced or manufactured outside this state until the transportation of the article has finally come to rest within this City or until the article has become commingled with the general mass of property of this City.

SECTION 2. The rate of the tax shall be two and one quarter percent (2.25%). If any city sales tax is repealed or the rate thereof is reduced or raised by voter approval, the city use tax rate also shall be deemed to be repealed, reduced or raised by the same action repealing, reducing, or raising the city sales tax.

SECTION 3. That the Board of Election Commissioners of Jackson County, Missouri, is hereby authorized and directed to give notice of said election by causing to be published in one newspaper published in the City of Independence, Missouri, and qualified by law for the publication of such notice there being only one so qualified newspaper within the bounds of the City; said notice to be published twice, the first publication occurring in the second week prior to the election, and the second publication occurring within one week prior to said election.

SECTION 4. That the Board of Election Commissioners of Jackson County, Missouri, shall provide the ballots and ballot labels; conduct the election; and cause the result thereof to be certified to the City Council as provided by law.

SECTION 5. That the City Clerk shall deliver to the Board of Election Commissioners of Jackson County, Missouri, a certified copy of this ordinance which shall be the authority of said Board to conduct said special election as hereinbefore provided and as provided by law.

SECTION 6. This tax shall be submitted to the qualified voters of Independence, Missouri, for their approval, as required by the provisions of Section 144.757 RSMo, at the Special Election hereby called and to be held on the 6<sup>th</sup> of August, 2019. The ballot of submission shall contain substantially the following language:

SAMPLE BALLOT  
FOR SPECIAL ELECTION  
IN THE CITY OF INDEPENDENCE, MISSOURI  
ON TUESDAY, AUGUST 6<sup>TH</sup>, 2019

Proposition P:

For the purpose of operating a no-kill animal shelter and funding additional police officers for the Independence Police Department, shall the City of Independence, Missouri, impose a local use tax at the same rate as the total local City sales tax rate, currently two and one-quarter percent (2.25%), provided that if the local sales tax rate is reduced or raised by voter approval, the local use tax rate shall also be reduced or raised by the same action? A use tax return shall not be required to be filed by persons whose purchases from out-of-state vendors do not in total exceed two thousand dollars in any calendar year.

Yes

No

INSTRUCTIONS TO VOTERS

If you are in favor of the question, place an "X" in the box opposite "Yes". If you are opposed to the questions, place an "X" in the box opposite "No".

SECTION 7. Within ten (10) days after the approval of this proposition by the qualified voters of the City of Independence, Missouri, the City Clerk shall forward to the Director of Revenue of the State of Missouri by United States Registered Mail or Certified Mail, a certified copy of this ordinance together with certifications of the election returns and accompanied by a map of the City clearly showing the boundaries thereof.

SECTION 8. This Ordinance shall be in full force and effect from and after the date of its passage and approval.

PASSED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2019, 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:

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City Counselor

REVIEWED BY:

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City Manager

# *City of Independence*

## AGENDA ITEM COVER SHEET

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**Department:**

**Contact Person:**

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**REVIEWERS:**

**Department**

City Clerk Department

City Clerk Department

**Action**

Approved

Approved

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**Council Action:**

**Council Action:**

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