



CITY COUNCIL Regular Meeting

February 17, 2025

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

To view a Council meeting agenda, visit <https://independencemo.portal.civicclerk.com/> and select 'Most Recent Council Agenda'.

INVOCATION

1. Pastor Mike Hall with Keystone Powerhouse Ministries will give the invocation.

THE PLEDGE OF ALLEGIANCE

ROLL CALL

CITIZEN REQUESTS

PROCLAMATIONS

1. A Proclamation recognizing Engineer's Week, February 16th through February 22nd 2025

CONSENT AGENDA

Reports and Recommendations of the City Manager

1. Council approval is requested to award change order #2 to P.O. 25000242 to Fletcher-Reinhardt in the amount of \$50,000.00 to cover additional costs for steel and aluminum poles for the Power & Light Department. The new amount of the purchase order will be \$275,000.00. **Approved**
2. Council approval is requested to authorize the City Manager to approve a design contract with and issue a purchase order to Affinis Corp in the amount of \$461,264.74, including authorization for future minor change orders and/or time extensions not to exceed \$46,126.47, as part of the 23rd Street Complete Streets

Phase 2 Project (No. 112111-2). **Approved**

3. Council approval is requested to issue a five-year contract with the United States Geological Survey, Department of the Interior, for water quality monitoring of urban streams with the City. **Approved**
4. Council approval is requested to authorize the City Manager to approve Purchase Order Change Order #2 to the design contract (PO#23001180) with Olsson Associates, increasing the total contract amount to \$393,295, and to authorize future minor change orders not to exceed \$39,329.50 as part of the Rockwood Storm Drainage Improvements Project (No. 132202). **Approved**
5. Council approval is requested to authorize the City Manager to approve a construction contract with Abay Construction inc., for an amount not to exceed \$2,006,013, including authorizing future minor change orders not to exceed \$200,601.30 and/or time extensions as part of the Rockwood Storm Drainage Improvements Project (No. 132202). **Approved**
6. Council approval is requested to authorize the City Manager to approve a construction contract with SHE DIGS IT, LLC for an amount not to exceed \$5,012,318, including authorization for future minor change orders not to exceed \$501,231.80 and/or time extensions as part of the Rock Creek Corrugated Metal Pipe Repair and Replacement Phase 2 Project (No. 132402-2). **Approved**
7. Council approval is requested to authorize the City Manager to approve a construction contract with All Pro Asphalt & Maintenance, LLC for an amount not to exceed \$68,714.93, including authorization for future minor change orders not to exceed \$6,871.49 and/or time extensions for crack-filling operations as part of the Pavement Preventative Maintenance Operations Project (No. 112201-9). **Approved**
8. Council approval is requested to authorize the City Manager to enter into an agreement with the Independence School District for the District to acquire Crysler Stadium. **Approved**

RESOLUTIONS

1. 25-705 A Resolution for approval of an agreement between the City of Independence, Missouri, and the Independence Chamber of Commerce for the operation of the Independence Economic Development Partnership. This was continued from January 21, 2025 and February 4, 2025. **Passes 7-0 Res. No. 7098**
2. 25-719 A resolution approving a preliminary plat of Liberty Commons in Independence, Missouri. **Approved Res. No. 7099**

3. 25-720 A Resolution establishing the Independence Animal Welfare Committee, defining the purposes and duties of the Committee, and providing for its organization and plan of operation. **7-0 Passes Res. No. 7100**
4. 25-721 A Resolution appointing Genesis Rivera to the Independence Advisory Board of Health of the City of Independence, Missouri **Approved Res. No. 7101**
5. 25-722 A Resolution appointing Audrey Elder to the Heritage Commission **Approved Res. No. 7102**
6. 25-723 A Resolution appointing Eric Strack to the Independence Square Advisory Board **Approved Res. No. 7103**
7. 25-724 A Resolution reappointing Sara Zorich to the Truman Memorial Scholarship Fund Candidate Selection Committee **Approved Res. No. 7104**

REGULAR AGENDA

ORDINANCES

1. 25-005 **2R** An ordinance amending Article 3 of Chapter 5 of the City Code pertaining to Hotels And Extended Stay Hotels. **2R Passes 7-0 Ord. No. 19652**
2. 25-006 **2R** An ordinance finding, determining, and declaring the necessity of acquiring electrical easements for the Sub S Distribution Feeder Project (Project No. 202316); authorizing negotiations and, if necessary, eminent domain proceedings; approving the project plans and specifications; authorizing the use of experts as needed; and authorizing and directing the execution of documents and the payment of funds to property owners or other parties holding property rights in connection with the project. **2R Passes 7-0 Ord. No. 19653**
3. 25-007 **2R** An ordinance vacating a portion of an existing water line easement and dedicating a new water line easement, located generally in Section 8, Township 49, Range 31, and situated in, on, and across 1656 and 1716 S. Speck Road in Independence, Jackson County, Missouri. **2R Passes 7-0 Ord. No. 19654**

FIRST READING(S)

1. 25-008 **1R** An ordinance approving a rezoning from District R-A (Residential-Agricultural) to District R-4 (Single-Family Residential Low Density) for the property at 2000 N. Elsea Smith Road. **1R Read**
2. 25-009 **1R** An ordinance approving a rezoning from District O-1 (Office-Residential) and District R-30/PUD (High Density Residential/Planned Unit Development) to District R-6 (Single-Family Residential) for the properties along

Winner Road, Brookside Boulevard, Glenwood Avenue and 9th Street S in Independence, Missouri. **1R Read**

3. 25-010 **1R** An ordinance approving a rezoning from District R-30/PUD (High Density Residential/Planned Unit Development) to District R-6 (Single-Family Residential) for the properties along Liberty Street South of 23rd Street in Independence, Missouri. **1R Read**
4. 25-011 **1R** An ordinance vacating an existing electric easement, utility easement, sanitary sewer easement, and general utility easement, all of which are part of 18785 E. 39th Street South, lying in, on, and across Tracts 4 & 5 of Independence Center, a subdivision of Independence, Jackson County, Missouri. **1R Read**
5. 25-012 **1R** An ordinance authorizing the award of funds to Burns & McDonnell, Inc. and AspenTech OSI totaling \$841,711 for a six-year project to fulfill the Federal Energy Regulatory Commission (FERC) Order No. 881; further authorizing Council action to issue purchase orders for fiscal year 2025 to Burns & McDonnell in the amount of \$309,225 and AspenTech in the amount of \$99,470 for a total of \$408,695 for the Power and Light Department; and authorizing future change orders not to exceed 10% of the entire six-year project, \$84,171.10; and appropriating \$408,695 from the Power & Light reserve fund balance to fund the fiscal year 2025 portion of the project. **1R Read**

INFORMATION ONLY

1. Municipal Court report for January 2025
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:

Council approval is requested to award change order #2 to P.O. 25000242 to Fletcher-Reinhardt in the amount of \$50,000.00 to cover additional costs for steel and aluminum poles for the Power & Light Department. The new amount of the purchase order will be \$275,000.00. **Approved**

Recommendations:

Staff recommends approval of the change order.

Background:

The Power and Light department requests to add \$50,000.00 to the existing Fletcher-Reinhardt purchase order (PO) 25000242 on approved contract 500000523 for the purchase of steel and aluminum light poles and arms. This is needed to ensure the stock for our day-to-day operations and for the upcoming order of ornamental poles for Parks/Rec/Tourism's Main Street lighting project.

Approval of this change order would also authorize change orders of up to 10% of the new purchase order amount.

Emergency Justification:**Fiscal Impact:**

Total fiscal impact will be \$275,000.00. The original PO amount was \$150,000. Change order #1 was \$75,000. Funding is included in the fiscal year 2025 proposed budget, page 269, account number 0206122.5314, Warehouse & Stores Operating Expenses - Inventory, IPL fund 020.

Council Action:

Department / Contact	Power and Light /
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REVIEWERS

Khristina Irvine
Joseph Hegendeffer
Melissa Cabrera
Jeremy Cover
Zachary Walker
Susanne Holland

ATTACHMENTS:

None

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

Council approval is requested to authorize the City Manager to approve a design contract with and issue a purchase order to Affinis Corp in the amount of \$461,264.74, including authorization for future minor change orders and/or time extensions not to exceed \$46,126.47, as part of the 23rd Street Complete Streets Phase 2 Project (No. 112111-2). **Approved**

Recommendations:

Council approval is recommended.

Background:

The City has been awarded \$750,000 in federal funding from the Mid-America Regional Council's (MARC) Transportation Alternatives Program (TAP) to support the 23rd Street Complete Streets Phase 2 Project (No. 112111-2). This project will implement the City's Complete Streets Policy and include the addition of new ADA-compliant sidewalks and ramps, as well as bicycle lanes or a shared-use path, pedestrian signal improvements, and new green infrastructure along 23rd Street from M-291 to Speck Road.

Staff received proposals from the following firms:

- Affinis Corp
- Kimley-Horn and Associates
- Veenstra & Kimm (V&K)

After reviewing the proposals and receiving approval from MoDOT, staff selected Affinis Corp to perform this work. Staff negotiated a scope and fee not to exceed \$461,264.74.

This is a budgeted capital expense.

Emergency Justification:**Fiscal Impact:**

The fiscal impact to the City is \$507,391.21, including a 10% contingency. This project is eligible for up to \$750,000 in TAP federal funding reimbursement through MARC. Funding for the 23rd Street Complete Streets Project (No. 112111) is included in the FY 2025 budget (page 196), under account number 112111-C-0517051-5406.

Council Action:

Department / Contact	Municipal Services /
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REVIEWERS

Richard Kemple
Jeremy Cover
Melissa Cabrera
Zachary Walker
Susanne Holland

ATTACHMENTS:

1. 23rd St Complete Streets - Phase 2 Affinis Scope and Fee
2. Design Contract - Professional Services (AE) - Affinis Corp - 23rd St Complete Ph. 2 No. 112111-2

EXHIBIT A
SCOPE OF SERVICES
23rd Street (M-78) Complete Streets Phase 2
(M-291 to Speck Road)

Project Description:

The Consultant herein referred to as, The Engineer, shall provide engineering services necessary for the design, permitting, bidding, and construction phases of the project. The Engineer will prepare preliminary engineering plans with a strip map, right-of-way plans and legal descriptions, final plans, and bid documents for the following improvements:

The project includes construction of new ADA compliant sidewalks and ramps, dedicated bike lanes or shared use path, curb & gutter, push button pedestrian signals, transit stop improvements, retaining walls, storm drainage improvements, new green infrastructure, and landscaping along 23rd Street (M-78) from M-291 to Speck Road.

Design Criteria:

The design criteria used by the Engineer shall include but not be limited to the latest editions, supplements, and revisions of the following publications:

- a) City design criteria, standard specifications, Design and Construction manual, and standard drawings
- b) KCMETRO APWA design guidance sections 5200, 5300, 5600, Storm Drainage BMP Manual, and related documents
- c) Missouri Department of Transportation (MoDOT) design criteria (available from their website)
- d) MoDOT's Local Public Agency Manual (must meet the requirements in the Manual)
- e) MARC Local Bikeway Best Practices
- f) AASHTO Guide for Development of Bicycle Facilities, latest edition
- g) AASHTO Roadside Design Guide, latest edition
- h) Americans with Disabilities Act Guidelines (ADAAG and PROWAG)
- i) FHWA Policies and Criteria
- j) Manual on Uniform Traffic Control Devices (MUTCD)
- k) Missouri Department of Natural Resources (MDNR)

Scope of Services:

Engineer Responsibilities: The Engineer will be responsible for the following:

- a. Prepare exhibits and handouts for an open house public meeting based on preliminary/right-of-way plans.
- b. Attend one open house public meeting and one stakeholder meeting.
- c. Compile a written summary of the public comments received at the public meeting.
- d. Handle all utility coordination.
- e. Provide City with construction sequencing plan and MOT plan that minimizes traffic problems.
- f. Assist the City with MoDOT LPA coordination regarding design standards and plan reviews.
- g. Request 78 Highway record drawings from MoDOT.
- h. Coordination with the City and regulatory agencies.
- i. Determine the number of easements required to be obtained by the City.
- j. Easement and right-of-way property descriptions, (w/ tract map and legal descriptions).

- k. Bid documents including technical specifications and special provisions.
- l. Itemized construction quantities.
- m. Estimated construction cost.

Client Responsibilities: The City will be responsible for the following:

- a. Easement acquisitions from property owners.
- b. Administration of the construction contract.
- c. Providing construction administration and observation.
- d. Notifications for public meetings and scheduling and accommodations for meeting.

Deliverables:

- a. Three (3) sets of half-size (11"x17") working drawings for each plan submittal shall be provided to the City for their use. A complete set of plans on bond, along with the electronic CAD files and a set of compressed PDF files, shall be provided to the City at the time of construction bidding. The Engineer is to provide the City with an opinion of the construction costs at the Preliminary/Right-of-Way Design Plans stage and the Final Design Plans stage. The approximate general schedule for the project is as follows:

i. Notice to Proceed	by January 24, 2025
ii. Preliminary Engineering Plans to City & MoDOT	by April 2025
iii. Public Meeting No. 1	by May 2025
iv. Right of way plans to City & MoDOT	by July 2025
v. Legal Descriptions to City	by August 2025
vi. Final Plans to the City & MoDOT	by November 2025
vii. Final Plans and Bid Documents complete	by March 2026

Project to be advertised in Summer 2026 with a late 2026 Construction start.

1. **Survey & Staking:** The Engineer will be responsible for ground surveying the project for design. This will include references to USGS benchmarks, section corner references, and property control. Property control shall include establishing the existing right-of-way along the project. Out-of-pocket expenses for obtaining property descriptions or title information, will be reimbursed by the City, provided the City's contacted vendor is used. The Engineer shall submit to the City for its approval the title information it will be requesting from the title company prior to ordering the title work.

The City shall supply the Engineer/surveyor with benchmark records as near to the project location as possible. The Engineer/surveyor shall set any other needed permanent benchmarks for the project.

- a. The surveyor will be responsible for the following:
 - i. Notify property owners and business owners prior to field survey.
 - ii. Obtain MoDOT right-of-way permit for survey.
 - iii. Recover section corners and existing ROW monumentation.
 - iv. Recover ROW monumentation of intersecting streets.
 - v. Locate culverts, pipes, headwalls, manholes, and inlets.
 - vi. Perform topographic survey of entire project area needed for design of the project, including size and species of trees 3 inches in diameter and larger, shrubs, bushes, landscaping, and property pins. Surveying should extend 200 linear feet beyond the beginning and end of the project.
 - vii. Where there is a group of trees, show the outside limits and label the

- number, size, and species type within the limits.
- viii. Contact Missouri One Call for locates of existing utilities and tie them into the topographic survey. Include sizes of utility lines.
- ix. Establishing existing ROW lines.
- x. All proposed structures or improvements shall be located by station and offset or their coordinate values on the final plans. There shall be a note as to the exact point(s) being located for each type of structure or improvement on the final plans.
- xi. Obtaining the last deeds of records for all tracts on the project corridor (38 properties) and the ownership/encumbrance reports for up to 5 properties at an estimated cost of \$500 each.

The Engineer will send out Utility Initial letter to utilities identified by Missouri One-Call and create a utility roster with name, address, phone number, and email (if possible) for each utility owner. Copies of available atlas data will be obtained and utilities will be contacted to get response from letter.

Easement staking requested by utilities or other entities is NOT included in this basic scope of services and shall be considered an additional service.

The construction contractor will be required to provide construction staking for the project. However, the Engineer may contract with the general contractor to perform construction staking. All vertical datum must be NAVD88 datum.

Geotechnical Investigation: Provide geotechnical investigations at retaining wall locations and any new storm sewer structures. MOT plan shall be supplemented showing boring locations and anticipated lane closures, if any.

Testing: Subsurface testing is not expected for this project.

2. **Preliminary Engineering & Plans**

Design and Plan Production: The Engineer will design plans for the project using the City Design and Construction Manual design criteria and the Missouri Department of Transportation design standards. The project will be designed using English units. The plans must contain survey baseline tie references for the contractor's use.

a. Project Meetings:

- i. Schedule and attend one (1) kick-off meeting and site visit with the City and MoDOT at the beginning of the project. Schedule and attend one (1) site visit with the City after preliminary design to review design issues.
- ii. The Engineer will prepare an agenda and meet at least once a month with the city to discuss the project and take minutes of the meeting. A typed copy of the minutes shall be supplied to the City within 4 days of the meeting. During the monthly meetings when needed, other agencies will be invited to attend. Three (3) progress meetings are estimated during the preliminary plan phase.
- iii. The Engineer shall prepare exhibits and handouts and attend one (1) open house public meeting for the project based upon the preliminary plans.
- iv. The Engineer shall send out Utility Notice No. 1 to confirm the preliminary plans show the utilities correctly. Schedule and attend one utility coordination meeting during preliminary design. The Engineer shall prepare correspondence to all utility companies during the design and will

provide two (2) sets of half-size (11"x17") colored plans to utilities prior to and at the completion of the preliminary plans.

- b. Prepare preliminary design and preliminary plans.
 - i. Design elements include:
 - 1. Bike lane placement.
 - 2. Sidewalk layout.
 - 3. Transit stop improvements – coordinate with KCATA (2 locations).
 - 4. ADA ramps at intersections (24 locations).
 - 5. Retaining wall layouts.
 - 6. Driveway modifications.
 - 7. Determine drainage modifications to existing improvements
 - 8. Layout preliminary green infrastructure and landscaping.
 - 9. Pedestrian signal layouts at two (2) intersections and one (1) pedestrian signal modification.
 - 10. Preliminary right-of-way or easement requirements.
 - 11. Preliminary construction cost estimate.
 - ii. Prepare preliminary plans including:
 - 1. Title Sheet, including utility contacts
 - 2. General Notes and Abbreviation Sheet
 - 3. Typical Sections
 - 4. Plan Sheets
 - a. 1" = 20' Scale Plans; 1" = 5' Scale Profiles
 - b. North Arrow to the right or up on the sheet.
 - c. Plans must be readable at half scale.
 - d. Show bike lane, sidewalk layout, retaining wall locations, and transit stop and drainage improvements.
 - 5. Preliminary landscaping layout
 - 6. Pedestrian signals
 - 7. Cross Sections
 - a. 1" = 5' Scale, Horizontal and Vertical
 - b. At intervals of 25'
 - c. Driveway profiles included
- c. Prepare opinion of preliminary construction costs (OPCC), including a 20% contingency.
- d. Perform quality assurance/quality control (QA/QC) review of preliminary plans and OPCC.
- e. Prepare and submit three (3) sets of half-size (11"x17") preliminary plans and a copy of the OPCC to the City for review.
- f. Submit MoDOT's initial Request for Environmental Review (RER) 60 days after award of project. Based on MoDOT's review, complete additional environmental request information including Section 106 form and threatened and endangered species list.

3. **Right of Way Plans and Review:**

- a. Project Meetings:
 - i. The Engineer will prepare an agenda and meet at regular intervals to

discuss the project and take minutes of the meeting. A typed copy of the minutes shall be supplied to the City within 4 days of the meeting. It is anticipated that the meetings will be at eight-week intervals, approximately. Two (2) progress meetings are estimated.

- b. The plans must identify and dimension all needed easements and right-of-way. The Engineer will provide written property descriptions, signed and sealed by a Missouri Registered Professional Land Surveyor, for the City to review and use within approximately three (3) weeks after approval of right of way plans. Five (5) properties are estimated to need property descriptions for permanent easements. When permanent takings are needed, ownership/encumbrance reports will be obtained. Reports for up to twelve (12) properties are included.
 - i. Title Work: The Engineer must contact Alpha Title Insurance Company, 306 SE 3rd Street, Lee's Summit, MO 64063, phone 816-347-8300, fax 816-347-8120 for Guaranteed Title Reports on all parcels to be acquired. Be sure that Alpha Title Insurance Company is aware that the order is placed on behalf of the City of Independence. Reimbursement for this expense will occur only if this vendor is used. If another vendor is used for Guaranteed Title Reports there will be no reimbursement from the City. Electronic and paper copies of these reports must be sent to the Acquisition Section of the Municipal Services Department. The department address is:

City of Independence
Municipal Services
17221 East 23rd Street
Independence, MO 64057-1822

When the project design is at the point where right of way plans and legal descriptions are transmitted electronically to the City, the Guaranteed Title Reports, updated to be less than 6 months old should also be sent to the City.

- ii. Plans & Legal Descriptions: Prior to delivering the legal descriptions to the City, the Engineer will verify that the legal descriptions match the plan sheet exactly. All bearings and dimensions on the legal descriptions must coincide with the plan sheet. The Engineer must provide written legal descriptions with closure calculations for metes and bounds descriptions to the City for use at the eighty percent (or substantially complete) design completion time. The City will obtain the easements and/or fee simple title required for the project. The plans are "Substantially complete" when the design plans have right of way and easement lines affixed to plans that include all aspects of a set of plans minus details and quantities. Legal descriptions with closure calculations for metes and bounds descriptions must be sent by email as a Word document. Send the electronic copies to the Engineering Project Manager who will forward them to the Acquisition Section.

The Acquisition Section of Municipal Services requires two (2) full size set of plans, one bound and one unbound.

- iii. Parcel Identification: The Engineer must establish sequential numbers on all parcels to be acquired, beginning with the number one. The same number must match on the plan/profile sheets, ownership maps, and legal descriptions. Do not use Lot or Tract numbers for the parcel numbers. If adjoining parcels have the same ownership, they should be combined into a single parcel.

On the ownership and easement plan acquisition sheet, a legend must identify the parcel number, owner, address, and square footage of all easements and or fee simple areas (broken down by easement type and parcel number). These sheets shall make a call out of subdivision names. Individual parcels should also denote Lot or Tract numbers, ownership name, and the site address in a grayed-out title block.

- iv. Use of Existing Easements: New easements may be located in an existing easement area if the existing easement identifies the same purpose as the new easement. It may be possible to avoid paying for another easement over the same location. Existing easements may only be used for the purpose stated in the easement. For example, an existing sanitary sewer easement may not be utilized as a temporary construction and grading easement for a road project.
- c. Prepare design and right of way plans.
 - i. All trees, shrubs or landscaping in the easement area must be identified (by size & type) whether they are to be removed or not. Include any out buildings and other items also in the easement area, whether they are to be removed or not. Items to be removed shall be noted with an X, and items not to be removed shall be noted with DND.
 - ii. Design elements include:
 - 1. Revisions based on preliminary plan comments from the City and MoDOT and comments received at the public meeting.
 - 2. ADA ramps at intersections (24 locations).
 - 3. Retaining wall design.
 - 4. Update green infrastructure and landscaping
 - 5. Driveway profiles.
 - 6. Modified storm drainage and pipe profile design.
 - 7. Culvert modification design.
 - iii. Prepare right of way plans including:
 - 1. Title Sheet
 - 2. General Notes and Abbreviation Sheet
 - 3. Survey Reference Points Sheet
 - 4. Typical Sections and Details
 - 5. Plan Sheets
 - a. Bicycle facility
 - b. Pedestrian facility
 - 6. Retaining Walls
 - 7. Landscaping and green infrastructure plans
 - 8. Storm drainage system notes and profiles.
 - 9. Drive Profiles
 - a. 1" = 5' Scale, Horizontal and Vertical
 - b. Included in cross sections
 - 10. Cross Sections

- d. Utility Coordination: The Engineer shall contact and work closely with utilities to determine the locations of existing and planned facilities to be shown on the plans. The Engineer shall send out Utility Notice No. 2 to all utility companies and will provide two (2) sets of half-size (11"x17") colored plans to utilities prior to the utility coordination meeting when the right-of-way plans are complete. Engineer will collect CAD waivers from utility companies and send CAD files if so desired.
 - e. Prepare opinion of preliminary construction costs (OPCC), including a 15% contingency.
 - f. Perform quality assurance/quality control (QA/QC) review of right-of-way plans and OPCC.
 - g. Prepare and submit three (3) sets of half-size (11"x17") and one (1) set of full-size (22"x34") right of way plans and a copy of the OPCC to the City and MoDOT for review.
 - h. Address review comments from City and MoDOT.
 - i. Engineer will update MoDOT's RER and coordinate with MoDOT on environmental permits required to receive the Acquisition Authority Request (A-Date) to begin right-of-way acquisitions.
4. **Final Plans and Review:** General plan requirements shall be in accordance with APWA, Section 5204.
- a. **Project Meetings:**
 - i. The Engineer will prepare an agenda and meet at regular intervals to discuss the project and take minutes of the meeting. A typed copy of the minutes shall be supplied to the City within 4 days of the meeting. It is anticipated that the meetings will be at eight-week intervals, approximately. Three (3) progress meetings are estimated.
 - ii. The Engineer will send out Utility Notice No. 3 along with two (2) sets of half-size colored plans after R/W has been obtained or R/W drawings approved. The Engineer will schedule and attend one utility coordination meeting during final plan phase. Obtain utility relocation plans from each utility owner and share with other utility owners for coordination. Meet with utilities, four meetings are included, to coordinate relocations and create project summary sheet that will list each utility, relocation status, and schedule.
 - b. Final Design shall include the following:
 - i. Prepare final green infrastructure and landscaping plans.
 - ii. Finalize quantities and create quantity sheets.
 - iii. Finalize ADA ramp design.
 - iv. Develop signing and pavement marking layouts.
 - v. Finalize pedestrian signal design.
 - c. Final plans submitted to the City for review should include the following:
 - i. Title Sheet
 - ii. General Notes and Abbreviation Sheet
 - iii. Summary of Quantity Sheets (Including Location Schedules)

- iv. Survey Reference Points Sheet
 - v. Typical Sections and Details
 - vi. Plan & Profile for bicycle and pedestrian facilities, and transit stops
 - vii. Right of Way plan sheets
 - viii. ADA Ramp layout and Details
 - ix. Retaining Wall Plans, including profiles
 - x. Modified Storm Sewer Pipe/Culvert Profiles
 - xi. Green Infrastructure plan sheets
 - xii. Storm drainage map and hydraulic calculation table.
 - xiii. Construction Sequence and Traffic Control during construction
 - xiv. Pedestrian Signal Plans
 - xv. Permanent Signing and Pavement Marking Plans
 - xvi. Sediment/Erosion Control Plans
 - xvii. Street Landscaping Plan Sheets
 - xviii. Green Infrastructure plan sheets
 - xix. Standard Details
 - xx. Special Details
 - xxi. Drive Profiles
 - 1. 1" = 5' Scale, Horizontal and Vertical
 - 2. Included in the cross-sections
 - xxii. Cross Sections
 - 1. 1" = 5' Scale, Horizontal and Vertical
 - 2. At intervals of 25'
- d. Prepare opinion of final construction costs.
 - e. Perform quality assurance/quality control (QA/QC) review of final plans and final quantities.
 - f. Prepare Land Disturbance permit to be submitted by the City to Missouri Department of Natural Resources, if necessary. Prepare Storm Water Pollution Prevention Plan (SWPPP) and submit two (2) copies to City for their use.
 - g. Prepare and submit special provisions, technical specifications, and project manual using MoDOT's federal template for review by City.
 - h. Prepare and submit three (3) sets of half-size (11"x17") final plans to the City for review.
 - i. Address City review comments and submit PS&E plans to MoDOT for approval.
 - j. Prepare bid documents. All bid documents must be signed and sealed by a Missouri Registered Professional Engineer for bid advertising. The Engineer shall furnish one (1) full-size bond and two (2) half-size bond plan sets and two (2) sets of specifications including the final engineer's estimate. Two (2) CDs with the compressed PDF and electronic files of the plans and specifications shall be submitted to the City for printing of bid documents for distribution to Contractors.

**CONTRACT FOR
PROFESSIONAL SERVICES**

This contract, made by and between the City of Independence, Missouri (hereinafter called City) and,
_____ **Affinis Corp** _____, a Corporation (hereinafter called consultant).

WITNESSETH:

WHEREAS, City requires _____ **Engineering Design** _____ services and,
WHEREAS, consultant is prepared to provide said professional services and shall give consultation and
advice to City during the performance of said services;

NOW THEREFORE, City and Consultant in consideration of the mutual covenants contained in this
contract, agree as follows:

ARTICLE 1 – EFFECTIVE DATE

The effective date of this contract shall be _____ **February 17, 2025** _____.

ARTICLE 2 – SERVICES TO BE PERFORMED BY CONSULTANT

Consultant shall perform the services set forth in the documents attached hereto and made a part of
this contract, which include one or more of these documents: Request for Proposals, scope of work,
statement of work, consultant’s proposal, and pricing.

ARTICLE 3 – PERIOD OF SERVICE

The services shall be completed by _____ **TBD** _____.

ARTICLE 4 – COMPENSATION

For services performed, the City shall pay the consultant, an amount not to exceed
_____ **\$461,264.74** _____.

Regular (e.g. monthly) invoices shall be submitted by the consultant to the City for payment of services
performed and expenses incurred during the preceding month. Invoices shall indicate the hours
expended for each individual person, the total labor billing, and a summary of other expenses and
charges with supporting documentation.

The City’s payment terms are Net 30. Payment will be made by the City within thirty (30) days of receipt
of the complete invoice. The City’s preferred method of payment is via City credit card with no added
fees. If credit is not acceptable, payment will be made by check.

The City is exempt from State of Missouri sales and use taxes on purchases made directly for the City.
Consultant shall not include any sales or use taxes on transactions between the consultant and City.

ARTICLE 5 – PERMITS AND LICENSES

The consultant shall procure all necessary local construction permits and licenses and a City of
Independence occupation license, unless exempt under state law. Consultant will abide by all applicable
laws, regulations, and ordinances of all federal, state, and local governments in which work under this
contract is performed, and will require the same of all sub-consultants. The consultant must furnish and
maintain certification of authority to conduct business in the State of Missouri.

ARTICLE 6 – OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY

Except as otherwise provided herein, documents, drawings, and specifications prepared by consultant as part of the services shall become the property of City, provided consultant has the unrestricted right to their use. Notwithstanding the foregoing, City accepts that any re-use of the documents or intellectual property shall be at City's sole risk and liability.

ARTICLE 7 – CHANGES, DELETIONS, OR ADDITIONS TO CONTRACT

Either party may request changes within the general scope of this Contract. If a requested change causes an increase or decrease in the cost or time required to perform this contract, City and consultant will agree to an equitable adjustment of the contract price, period of service, or both, and will reflect such adjustment in a change order or formal modification.

ARTICLE 8 – STANDARD OF CARE

Consultant shall exercise the same degree of care, skill, and diligence in the performance of the services as is ordinarily possessed and exercised by a peer professional under similar circumstances.

ARTICLE 9 – LIABILITY AND INDEMNIFICATION

Having considered the potential liabilities that may exist during the performance of a potential contract and the consultant's fee, and in consideration of the mutual covenants contained in the contract, City and consultant agree to allocate and limit such liabilities in accordance with this section:

Consultant agrees, to the fullest extent permitted by law, to indemnify and hold harmless the City, its officers, directors, and employees, against all damages liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by consultant's negligent performance of services under the contract and that of its sub-consultants, or anyone for whom the consultant is legally liable. Consultant shall indemnify City against legal liability for damages arising out of claims by consultant's employees.

Notwithstanding any other provision of the contract to the contrary, the City agrees to limit the Consultant's liability to the city and to all persons having contractual relationships with the City to three (3x) times the total compensation set forth under the applicable purchase order, except to the extent finally determined to have resulted from the willful misconduct or fraudulent behavior of Consultant and Consultant's employees relating to such Services. Neither the City nor the Consultant nor either party's suppliers, agents, officers, and directors shall have any liability regardless of the theory of recovery, including breach of contract or negligence, to the other party or any other person or entity for any indirect, incidental, special, or consequential damages, cost or expense whatsoever, including but not limited to loss of revenue or profit, whether actual or anticipated, loss of use, failure to realize anticipated savings, loss of or damage to data or other commercial or economic loss, except to the extent finally determined to have resulted from the willful misconduct or fraudulent behavior of Consultant and Consultant's employees relating to such Services. This waiver of consequential damages is made regardless that (i) either party has been advised of the possibility of such damages and (ii) that such damages may be foreseeable.

ARTICLE 10 – INSURANCE

Architect, Engineering, and Survey Services

The Consultant shall procure and maintain insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the materials, equipment or supplies provided to

the City. The insurer(s) must be licensed for business in the State of Missouri and maintain an A.M. Best rating of no less than A: VII; or an insurer approved by the City. Each policy requires a minimum cancellation notification of at least thirty (30) days' advance written notice to the City.

(1) General Liability Insurance, with bodily injury and property damage limits of \$1,000,000 for each occurrence with a \$2,000,000 general aggregate and \$2,000,000 products and completed operations aggregate.

(2) Professional Liability or Errors and Omissions Insurance, with a limit of \$1,000,000 annual aggregate.

(3) Automobile Liability Insurance, with bodily injury limits of \$1,000,000 for each person and \$1,000,000 for each accident, and with property damage limits of \$1,000,000 for each accident.

The above limits are the minimum acceptable and do not infer or place a limit on the liability of the Consultant. The City is to be named as an additional insured as the City's interest may appear for the General Liability and the Automobile Liability Insurance. The Consultant's insurance shall be primary and any insurance or self-insurance maintained by the City shall be excess for the City and not contribute with the coverage maintained by the Consultant.

The City shall not obtain worker's compensation insurance on behalf of the Consultant or the employees of the Consultant. The Consultant shall comply with the worker's compensation law concerning its business and its employees.

WORKER'S COMPENSATION

The City shall not obtain worker's compensation insurance on behalf of the contractor or the employees of the contractor. The contractor shall comply with the worker's compensation law concerning its business and its employees.

ARTICLE 11 – SHIPPING, TITLE AND RISK OF LOSS

All sales and deliveries are F.O.B. City.

ARTICLE 12 – DELAY IN PERFORMANCE

Neither City nor consultant shall be considered in default of this contract for delays in performance caused by circumstances beyond the reasonable control of the nonperforming party. For purposes of this contract, such circumstances include, but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; war, riots, and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage; judicial restrains; and inability to procure permits, licenses, or authorizations from any local, state, or federal agency for any of the supplies, materials, accesses, or services required to be provided by either City or consultant under this contract. If such circumstances occur, the non-performing party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this contract.

ARTICLE 13 – TERMINATION

City may terminate or suspend performance of this contract for City's convenience upon written notice to consultant. Consultant shall terminate or suspend performance of the services on a schedule acceptable to City. If termination or suspension is for City's convenience, City shall pay consultant for all

the services performed till the date of the termination by the City or suspension expenses. If contract is restarted, an equitable adjustment shall be made to consultant's compensation.

This contract may be terminated by either party upon written notice in the event of substantial failure by the other party to perform in accordance with the terms of this contract. The nonperforming party shall have 15 calendar days from the date of the termination notice to cure or to submit a plan for cure acceptable to the other party. In the event that funding for the contract is discontinued, City shall have the right to terminate this contract immediately upon written notice to consultant.

ARTICLE 14 – WAIVER

A waiver by either City or consultant of any breach of this contract shall be in writing. Such a waiver shall not affect the waiving party's rights with respect to any other or further breach.

ARTICLE 15 – SEVERABILITY

The invalidity, illegality, or unenforceability of any provision of this contract or the occurrence of any event rendering any portion or provision of this contract void shall in no way affect the validity or enforceability of any other portion or provision of this contract. Any void provision shall be deemed severed from this contract, and the balance of this contract shall be construed and enforced as if this contract did not contain the particular portion or provision held to be void. The parties further agree to amend this contract to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this article shall not prevent this entire contract from being void if a provision which is of the essence of this contract be determined void.

ARTICLE 16 – SUCCESSORS AND ASSIGNS

City and consultant each binds itself and its directors, officers, partners, successors, executors, administrators, assigns, and legal representatives to the other party to the contract and to the directors, officers, partners, successors, executors, administrators, assigns, and legal representatives of such other party in respect to all provisions of this contract.

ARTICLE 17 – ASSIGNMENT

Neither City nor consultant shall assign any rights or duties under this contract without the prior written consent of the other party. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this contract.

ARTICLE 18 – THIRD PARTY RIGHTS

Nothing in this contract shall be construed to give any rights or benefits to anyone other than City and consultant.

ARTICLE 19 – INDEPENDENT CONSULTANTS

Each party shall perform its activities and duties hereunder only as an independent consultant. The parties and their personnel shall not be considered to be employees or agents of the other party. Nothing in this contract shall be interpreted as granting either party the right or authority to make commitments of any kind for the other. This contract shall not constitute, create, or in any way be interpreted as a joint venture, partnership or formal business organization of any kind.

ARTICLE 20 – AUDIT

Consultant agrees that the City, or a duly authorized representative, shall, until the expiration of three (3) years after final payment under this contract have access to and the right to examine and copy any

pertinent books, documents, papers, records, or electronic records of the consultant involving transactions related to this contract.

ARTICLE 21 – EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this contract or purchase order, the consultant agrees as follows:

The consultant will not discriminate against any employee or applicant for employment because of race, age, color, religion, sex, national origin or any other legally protected category. The consultant will take affirmative action to ensure that applicants are employed, and that employees are treated fairly during employment, without regard to their race, age, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. The consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

The consultant will, in all solicitations or advertisements for employees placed by or on behalf of the consultant, state that all qualified applicants will receive consideration for employment without regard to race, age, color, religion, sex, or national origin.

The consultant will send to each labor union or representative of workers with which consultant has a collective bargaining agreement or other contract or understanding, a notice to be provided by a contract compliance officer advising the said labor union or workers' representatives of the consultant's commitment under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The consultant will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

The consultant will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his or her books, records, and accounts by the Department and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

In the event of the consultant's noncompliance with the non-discrimination clauses of this contract or purchase order with any of the said rules, regulations, or orders, this contract or purchase order may be canceled, terminated, or suspended in whole or in part, and the organization may be declared ineligible for any further government contracts or purchase order or federally assisted contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, or by rules, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

The consultant will include the entire text of this Equal Employment Opportunity section and its subsections in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each sub-consultant or vendor. The consultant will take such action with respect to any sub-consultant or purchase order as the City may direct as a means of enforcing such provisions, including sanctions of noncompliance; provided, however, that in the event a consultant becomes involved in, or is threatened with litigation with a sub-consultant or vendor as a

result of such direction by the City, the consultant may request the United States to enter into such litigation to protect the interest of the United States.

ARTICLE 22 – ANTI-DISCRIMINATION AGAINST ISRAEL ACT

Contractors working on behalf of the City of Independence are to abide by Missouri Revised Statute 34.600, otherwise known as the Anti-Discrimination against Israel Act.

ARTICLE 23 – GOVERNING LAW

This contract shall be governed by the laws of the State of Missouri. The City and the consultant agree that the performance of this contract will be deemed to have occurred in the State of Missouri and that consultant's performance under this contract will be deemed the transaction of business in Missouri. Jurisdiction and venue for any claim or cause of action arising under this contract shall be exclusively in the Sixteenth Judicial Circuit of Missouri and the consultant submits to personal jurisdiction of and waives any personal jurisdiction or inconvenient forum objection to, that court.

ARTICLE 24 – COMMUNICATIONS

Any communication required by this contract to the consultant shall be made in writing to the authorized representative named on the completed front page or response page of the solicitation. Any communication required by this contract with the City shall be to:

Adi Al-Smadi, aal-smadi@indepmo.org

Nothing contained in this article shall be construed to restrict the transmission of routine communications between representatives of consultant and City.

ARTICLE 25 – SEPARATE CONTRACTS

City and consultant each reserve the right to, from time to time, enter into other contracts for specific projects. If such contracts are separately approved in writing by the parties, the terms and conditions of those contracts shall prevail for the specific projects set forth therein.

ARTICLE 26 – ENTIRE CONTRACT

This contract represents the entire agreement between the City and consultant. All previous or contemporaneous agreements, representations, promises and conditions relating the consultant's services described herein are superseded. The RFP including the terms and conditions, the consultant's response and written proposal, and purchase order (where applicable) shall constitute the entire contract. If these General Terms & Conditions be in conflict with any attached Special Conditions, the Special Conditions will supersede the General Terms & Conditions. In case of a discrepancy, the purchase order shall take precedence over the RFP and the RFP shall take precedence over the consultant's response and written proposal.

ARTICLE 27 – SURVIVAL OF TERMS

The following provisions shall survive the expiration or termination of this contract for any reason: if any payment obligations exist, Article 4 – Compensation; Article 5 – Permits and Licenses; Article 10 – Liability and Indemnification; Article 15 – Waiver; Article 16 – Severability; Article 18 – Assignment; Article 20 – Independent Consultants; Article 23 – Governing Law; Article 26 – Entire Contract; and this Article 27 – Survival of Terms.

IN WITNESS WHEREOF, City and consultant, by and through their authorized officers, have made and executed this contract.

City

By _____

Date _____

Consultant

By _____

Title _____

Date _____

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

Council approval is requested to issue a five-year contract with the United States Geological Survey, Department of the Interior, for water quality monitoring of urban streams with the City. **Approved**

Recommendations:

Council approval is recommended.

Background:

Since 2005, the United States Geological Survey (USGS), Department of the Interior, has been working in cooperation with Municipal Services to monitor urban streams within the City. The purpose of this program is to protect human health and the environment, monitor the effectiveness of the City's Stormwater Management Plan, and meet the Missouri Department of Natural Resources' regulatory requirements.

USGS will continue to operate five continuous streamflow gauging stations and three continuous water-quality monitors, in addition to collecting and analyzing water quality samples from urban streams throughout the year.

The funds will be split as follows:

Year	City Share	USGS Match
1	\$267,300	\$96,200
2	\$337,000	\$120,400
3	\$367,900	\$133,300
4	\$370,100	\$133,200
<u>5</u>	<u>\$354,900</u>	<u>\$125,800</u>
Total	\$1,789,500	\$641,700

This is a budgeted expense.

Emergency Justification:**Fiscal Impact:**

The fiscal impact to the City is \$1,789,500, with matching funds from USGS totaling \$641,700 over five years. Funding for the Water-Quality Assessment of Urban Streams is included in the FY 2025 budget (page 181), under account number 0135263-5226.

Council Action:

Department / Contact	Municipal Services /
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REVIEWERS

Richard Kemple
Jeremy Cover
Melissa Cabrera
Zachary Walker
Susanne Holland

ATTACHMENTS:

1. Contract - USGS - Water Quality Assessment - Agreement #25NEJFA223
2. USGS Water Quality Assessment Proposal - 2025-2029



United States Department of the Interior

U.S. GEOLOGICAL SURVEY

CENTRAL MIDWEST WATER SCIENCE CENTER

MISSOURI

ILLINOIS

IOWA

1028 S. Bishop Ave. PMB 206
Rolla, MO 65401

405 N. Goodwin Ave.
Urbana, IL 61801

400 S. Clinton St. Rm 269
Iowa City, IA 52240

January 23, 2025

Mike Jackson
MPH, Deputy Director
City of Independence Municipal Services
17221 E. 23rd St., S.
Independence, MO 64057

Dear Mr. Jackson:

Attached is our standard joint-funding agreement 25NEJFA223 between the U.S. Geological Survey Central Midwest Water Science Center and City of Independence Municipal Services for the Water-Quality Assessment of Urban Streams in Independence, MO, for the period January 1, 2025 through December 31, 2029, in the amount of \$1,789,500 from your agency. U.S. Geological Survey contributions for this agreement are \$641,700 for a combined total of \$2,431,200. Please sign and return a copy to Julie Asher at jasher@usgs.gov.

Federal law requires that we have a signed agreement before we start or continue work. Please return the signed agreement by **February 1, 2025**. If, for any reason, the agreement cannot be signed and returned by the date shown above, please contact Kendra Markland at (319) 389-5699 or email kmarkland@usgs.gov to make alternative arrangements.

This is a fixed cost agreement to be billed quarterly via Down Payment Request (automated Form DI-1040). Please allow 30-days from the end of the billing period for issuance of the bill. If you experience any problems with your invoice(s), please contact Julie Asher at phone number (573) 201-1995 or jasher@usgs.gov.

The results of all work performed under this agreement will be available for publication by the U.S. Geological Survey. We look forward to continuing this and future cooperative efforts in these mutually beneficial water resources studies.

Sincerely,

**GARY
JOHNSON**

Digitally signed by GARY
JOHNSON
Date: 2025.01.23
09:04:45 -06'00'

Gary P. Johnson
Acting Director, Central Midwest WSC

Enclosure
25NEJFA223

U.S. Department of the Interior
U.S. Geological Survey
Joint Funding Agreement
FOR
Water Resource Investigations

Customer #: 6000001462
Agreement #: 25NEJFA223
Project #: NE00H5Q
TIN #: 44-6000190

Fixed Cost Agreement YES[X] NO[]

THIS AGREEMENT is entered into as of January 1, 2025, by the U.S. GEOLOGICAL SURVEY, Central Midwest Water Science Center, UNITED STATES DEPARTMENT OF THE INTERIOR, party of the first part, and the City of Independence Municipal Services party of the second part.

1. The parties hereto agree that subject to the availability of appropriations and in accordance with their respective authorities there shall be maintained in cooperation, **the Water-Quality Assessment of Urban Streams in Independence, MO**, herein called the program. The USGS legal authority is 43 USC 36C; 43 USC 50, and 43 USC 50b.

2. The following amounts shall be contributed to cover all of the cost of the necessary field and analytical work directly related to this program. 2(b) include In-Kind-Services in the amount of \$0.00

- (a) \$641,700 by the party of the first part during the period
January 1, 2025 to December 31, 2029
- (b) \$1,789,500 by the party of the second part during the period
January 1, 2025 to December 31, 2029
- (c) Contributions are provided by the party of the first part through other USGS regional or national programs, in the amount of: \$0

Description of the USGS regional/national program:

- (d) Additional or reduced amounts by each party during the above period or succeeding periods as may be determined by mutual agreement and set forth in an exchange of letters between the parties.
- (e) The performance period may be changed by mutual agreement and set forth in an exchange of letters between the parties.

3. The costs of this program may be paid by either party in conformity with the laws and regulations respectively governing each party.

4. The field and analytical work pertaining to this program shall be under the direction of or subject to periodic review by an authorized representative of the party of the first part.

5. The areas to be included in the program shall be determined by mutual agreement between the parties hereto or their authorized representatives. The methods employed in the field and office shall be those adopted by the party of the first part to insure the required standards of accuracy subject to modification by mutual agreement.

6. During the course of this program, all field and analytical work of either party pertaining to this program shall be open to the inspection of the other party, and if the work is not being carried on in a mutually satisfactory manner, either party may terminate this agreement upon 60 days written notice to the other party.

7. The original records resulting from this program will be deposited in the office of origin of those records. Upon request, copies of the original records will be provided to the office of the other party.

8. The maps, records or reports resulting from this program shall be made available to the public as promptly as possible. The maps, records or reports normally will be published by the party of the first part. However, the party of the second part reserves the right to publish the results of this program, and if already published by the party of the first part shall, upon request, be furnished by the party of the first part, at cost, impressions suitable for purposes of reproduction similar to that for which the original copy was prepared. The maps, records or reports published by either party shall contain a statement of the cooperative relations between the parties. The Parties acknowledge that scientific information and data developed as a result of the Scope of Work (SOW) are subject to applicable USGS review, approval, and release requirements, which are available on the USGS Fundamental Science Practices website (<https://www.usgs.gov/office-of-science-quality-and-integrity/fundamental-science-practices>).

U.S. Department of the Interior
U.S. Geological Survey
Joint Funding Agreement
FOR

Customer #: 6000001462
Agreement #: 25NEJFA223
Project #: NE00H5Q
TIN #: 44-6000190

Water Resource Investigations

9. Billing for this agreement will be rendered quarterly. Invoices not paid within 60 days from the billing date will bear Interest, Penalties, and Administrative cost at the annual rate pursuant the Debt Collection Act of 1982, (codified at 31 U.S.C. § 3717) established by the U.S. Treasury.

USGS Technical Point of Contact

Name: Kendra Markland
Physical Scientist
Address: P.O. Box 1230
Iowa City, IA 52240
Telephone: (319) 389-5699
Fax: (217) 328-9770
Email: kmarkland@usgs.gov

Customer Technical Point of Contact

Name: Mike Jackson
MPH, Deputy Director
Address: 17221 E. 23rd St., S.
Independence, MO 64057
Telephone: (816) 325-7008
Fax: (n/a)
Email: mjackson@indepmo.org

USGS Billing Point of Contact

Name: Julie Asher
Administrative Officer
Address: 1028 S. Bishop Ave. PMB 206
Rolla, MO 65401
Telephone: (573) 201-1995
Fax: (217) 328-9770
Email: jasher@usgs.gov

Customer Billing Point of Contact

Name: Laura Edgar
Fiscal Administrator
Address: 17221 E. 23rd St., S.
Independence, MO 64057
Telephone: (816) 325-7440
Fax: (n/a)
Email: ledgar@indepmo.org

U.S. Geological Survey
United States
Department of Interior

City of Independence Municipal Services

Signature
Digitally signed by
GARY JOHNSON
Date: 2025.01.23
09:05:19 -06'00'
By GARY JOHNSON Date: 1/23/2025
Name: Gary P. Johnson
Title: Acting Director, Central Midwest WSC

Signatures
By _____ Date: _____
Name:
Title:

By _____ Date: _____
Name:
Title:

By _____ Date: _____
Name:
Title:

A PROPOSAL SUBMITTED TO:
City of Independence, Municipal Services

Water-Quality Assessment of Urban Streams in Independence, Missouri, 2025-29



U.S. Geological Survey
Central Midwest Water Science Center

USGS Contacts: Kendra Markland (kmarkland@usgs.gov)
John Schumacher (jschu@usgs.gov)
Miya Barr (mnbarr@usgs.gov)

Date: 9/19/2024

WATER-QUALITY ASSESSMENT OF URBAN STREAMS IN INDEPENDENCE, MISSOURI, FEDERAL FISCAL YEARS 2025-2029

CENTRAL MIDWEST WATER SCIENCE CENTER

Summary

A study by the U.S. Geological Survey (USGS) in cooperation with the City of Independence, MO (hereinafter referred to as “the City”), was initiated in 2005 and has continued under 5-year agreement periods through 2024. This study was designed to monitor the effectiveness of the City’s stormwater management program (SWMP) under their National Pollution Discharge Elimination System (NPDES) permit. The data collected has provided valuable information about the contaminants observed in receiving streams. Continued collection of water-quality and hydrologic data are needed in order to provide a scientific basis for planning and management of storm-water runoff and discharge from the municipal separate storm sewer system (MS4). Monitoring of the MS4 is mandated by both federal and state government regulations. The Little Blue River in Jackson County including the reach in Independence, as well as some of its tributaries that also drain the City, are included in the 2022 Missouri 303(d) list by the Missouri Department of Natural Resources for impairment due to fecal indicator bacteria from urban runoff and storm sewers. This proposed 5-year agreement, beginning in federal fiscal year 2025, meets the technical requirements of data collection, compilation, and analysis necessary to meet the goals and objectives of the MS4 permit and the SWMP. Additional measures, including microbial source tracking, concentration and load estimations of *E. coli* in the Little Blue River using regression models, and the development of a publicly available webpage for the project, are included in this proposal for the next agreement phase to include federal fiscal years 2025 through 2029.

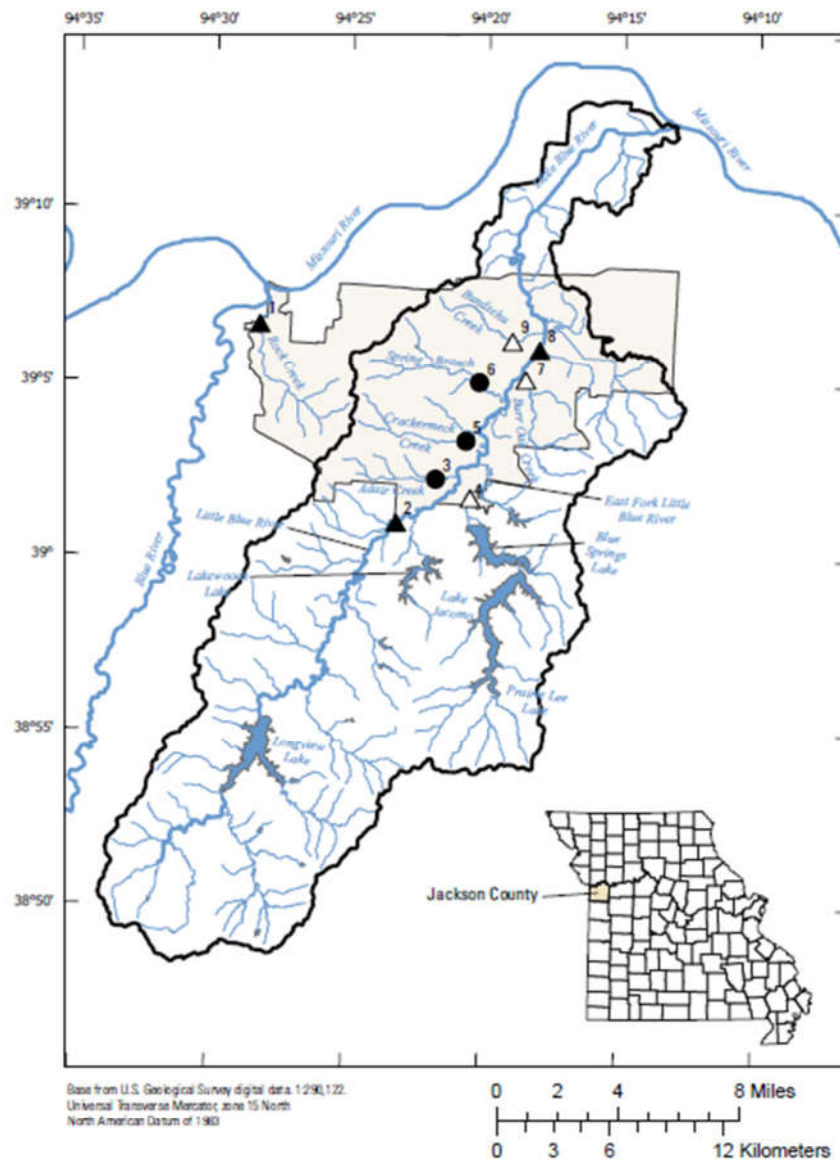
Background/Introduction

Water-quality and hydrologic data are needed to provide a scientific basis for planning and management of stormwater runoff and discharge from the municipal separate storm sewer system (MS4). A MS4 is defined as a conveyance or system of conveyances for stormwater, including roads with drainage systems, municipal streets, catch basins, curbs, gutters, ditches, man-made channels, or storm drains (U.S. Environmental Protection Agency, 2018). Monitoring of the MS4 is mandated by both the federal and state government regulations.

Approximately 65 square miles (29 percent) of the Little Blue River watershed lies within the city limits of Independence, Missouri (hereinafter referred to as “the City”). A substantial portion of both baseflow and stormflow to the Little Blue River originates upstream from Independence, and it receives most of the discharge from the Independence MS4 during storm runoff events. Rapid development, upstream and within city limits, may impact water quality, aquatic habitat, and the ecologic health of streams. The Little Blue River within Independence and upstream of the city boundary, as well as several of its tributaries (fig. 1), are on the 2022 Missouri 303(d) list for impairment for *Escherichia coli* (*E. coli*) bacteria from urban runoff and storm sewers (Missouri Department of Natural Resources, 2023).

In 1993, the U.S. Geological Survey (USGS), in cooperation with the City, completed a study characterizing water quality of base flow in most streams and storm runoff from several small watersheds within the City (Schalk, 1994). The data collected for this study were used by the City to establish baseline water-quality conditions and helped fulfill requirements for the National Pollution Discharge Elimination System (NPDES) permit application for storm-water discharges to waters of the state of Missouri (U.S. Environmental Protection Agency, 2018). A cooperative study by the USGS and the City to monitor the effectiveness of Independence’s storm water management program (SWMP) under the City’s NPDES permit was initiated in 2005 and renewed in 2010, 2015, and 2020.

Since 2005, the USGS has worked cooperatively with the City to characterize the water quality and ecologic health of streams receiving MS4 discharge. Publications as a result of this cooperation include scientific publications characterizing and interpreting water-quality in Independence [Christensen and others (2010), Niesen and others (2015), Barr and Kalkhoff (2021)]; the relationship among *E. coli* bacteria, human and animal sources of contamination, and selected water-quality parameters (Christensen and others, 2013); the aquatic health of streams in Independence in comparison to the adjacent Blue River watershed (Christensen and Krempa, 2012); identification and characterization of *E. coli* concentrations, loads, and yields in the Little Blue River and its tributaries both upstream and within the city boundaries (Bushon and others, 2017); and one fact sheet characterizing stream health in Independence and what citizens can do to help (Niesen and others, 2011).



EXPLANATION			
1	Site Number	△	Monthly sampling site
▲	Streamflow gaging station, continuous water-quality monitor, stormwater sampling, and monthly sampling site	□	City limit of Independence and study area
●	Streamflow gaging station, stormwater sampling, and monthly sampling site	—	Little Blue River Watershed boundary

Figure 1. Map of streams and sampling sites.

Under this cooperative study, a network of monitoring sites was installed and instrumented to measure streamflow and select water-quality parameters and to automatically collect stormwater samples. Ongoing collection of information about the specific sources of contaminants observed in receiving streams is used to help design feasible and effective strategies for further contaminant reductions. Since initial dry-weather screening began in 1994 by Schalk (1994), few detections of pollutants such as surfactants, phenols, and chlorine at actionable levels have been found, indicating that illicit discharges have largely been mitigated. However, continued sub-watershed and storm sampling are needed to identify less easily detected non-point contaminant sources, including the specific origin and source areas of fecal indicator bacteria within city limits, and continue monitoring effectiveness of the City's SWMP.

Although a great deal of knowledge has already been gained, continued urban growth and development in the watersheds, changing environmental conditions, and regulatory requirements necessitate continuing a long-term program. This continuing program focuses on characterizing the water quality and ecological health of streams receiving discharges from the MS4 and of streams receiving non-point storm runoff from both upstream and within the city limits. The long-term monitoring program allows for the identification of trends in water-quality conditions and whether these are related to City implementation of best management practices (BMPs) or changes in streamflow, precipitation patterns, land use, or population. With larger and longer-term datasets, more confidence can be placed in the detection and magnitude of trends. Therefore, the USGS and the City are proposing to extend this cooperative long-term program for an additional five years to monitor and characterize the water quality condition of streams, while at the same time meeting the technical requirements of data collection, compilation, and analysis necessary to meet the goals and objectives of the NPDES permit and SWMP.

Problem

The Little Blue River has been assigned a recreational beneficial use by the Missouri Department of Natural Resources (DNR). The Little Blue River, four of its tributaries within Independence – Crackerneck Creek, Burr Oak Creek, Spring Branch, an unnamed tributary – and Rock Creek (which flows through northwest Independence and discharges to the Missouri River), are on the Missouri 2022 303(d) list of Impaired Waters for densities of the fecal indicator bacteria *E. coli* above recreational limits attributed to urban runoff/storm sewers. Burr Oak Creek is also listed for dissolved oxygen impairment (Missouri Department of Natural Resources, 2023). Human and animal fecal contamination presents human-health risks from exposure to microbiological pathogens, including bacteria, viruses, and protozoa (U.S. Environmental Protection Agency, 2009a, 2009b). Water-quality criteria for freshwater environments based on concentrations of the fecal indicator bacteria *E. coli* have been established by the U.S. Environmental Protection Agency (EPA) for the protection of human health (U.S. Environmental Protection Agency, 1986). Fecal bacterial contamination of surface waters, especially in urban environments, may have a variety of sources, including sewer overflows, outflows from septic systems, pets, and other domesticated and wild animals. Unfortunately, the presence of *E. coli* bacteria by themselves does not indicate human contamination or the presence of human pathogens in the water (Colford and others, 2007; U.S. Environmental Protection Agency, 2009b), and certain nonhuman fecal sources pose less risk than human sources (Schoen and Ashbolt, 2010; Soller and others, 2010; Bambic and others, 2011; Green and others, 2014). Therefore, determining the origin or host (such as human versus non-human) and source (point sources, sewer overflows, septic systems, or nonpoint-runoff) of *E.*

coli in the streams is needed to assess and mitigate human-health risks and gain overall understanding of ecological and water-quality conditions.

Analysis of water-quality samples during previous phases of this study and genetic microbial source tracking (MST) determined that sources of fecal bacteria pollution are distributed among human and animal (pet, livestock, and wildlife) sources (Christensen and others, 2010; Christensen and others, 2013; Bushon and others, 2017) and that *E. coli* concentrations in streams are highly correlated with streamflow and suspended-sediment concentration (Christensen and others, 2013). Overall, human genetic markers were not predominant in most samples; however, the required quarterly storm and base-flow sampling scheme used during the early phases of the study to meet MS4 requirements did not characterize specific fecal bacteria sources and the spatial and temporal distribution of bacteria loads to the detail necessary to direct scarce resources to the most effective BMPs. Targeted fecal bacteria sampling was done during the recreation season (April through October) during the 2015-2019 study period to help assess the effectiveness of BMPs and direct future implementation. This modification of the sampling plan was implemented in anticipation of a required modification of the City's NPDES stormwater permit by the Missouri Department of Natural Resources (MDNR). The 2020-2024 study period included additional modifications to the previous microbial source tracking methods to specifically target and assess the origin(s) of *E. coli* bacteria in surface water. Advancements in microbial source tracking methods are a subject of continued research by the USGS Microbiology Laboratory, which require comparison samples from long-term studies such as this one, to aid in the development of methods. The proposed cooperative study will leverage resources of the USGS Microbiology Laboratory through collection and analyses of split samples of fecal indicator bacteria for additional genetic fingerprinting using enhanced methods previously not available, bringing a national resource to bear on this cooperative study that will enhance the USGS's ability to provide the most relevant science to the City in their MS4 efforts.

Objectives and Scope

The objectives of this study are to continue collection of water-quality and hydrologic data needed to provide a scientific basis for planning and management of stormwater runoff and discharge from the MS4 and to provide data to assess the effectiveness of the City's SWMP and to target future BMP implementation. A continued focus of this proposed 2025-2029 program will address specific origins of fecal indicator bacteria using enhanced microbial source tracking methods. To accomplish these objectives the proposed program has three primary work tasks:

1. Collect water-quality and hydrologic data to support the City of Independence in evaluating the effectiveness of its current procedures and practices for storm-water management and long-term planning, including all data needed to fulfill the MS4 permit requirements. Characterize concentrations, loads, and sources for fecal indicator bacteria using microbial source tracking of surface water.
2. Develop surrogate models for predicting fecal indicator bacteria concentrations and loads at the Little Blue River near Lake City, MO (06894000), and the Little Blue River at Lees Summit Road in Independence, MO (06893820), sampling sites using real-time data. Calculate past concentrations and loads using the surrogate model and provide real-time predictions.

3. Develop an interactive webpage that displays water-quality data for the sampled stream sites. The webpage will include maps, links to additional data and publications, and photos/graphs for public access, furthering the City's outreach program.

Relevance and Benefits

Data from the proposed long-term monitoring program extension will help the City of Independence monitor surface-water quality and document trends that are used to measure the effectiveness of current and future BMPs, which serve as environmental indicators for the effectiveness of the SWMP and future MS4 planning. The enhanced MST methods to be continued through this cooperative agreement will provide the City with valuable information needed for implementing, where necessary, efficient BMPs addressing *E. coli* exceedances. The proposed 2025 extension also meets the technical requirements of data collection, compilation, and analysis necessary to meet the goals and objectives of the NPDES permit and SWMP.

This proposal also includes new tasks that specifically support the City's goals and increase public access to the collected data. The development of real-time *E. coli* concentration estimations, as well as past concentrations and loads, through the development of turbidity surrogate models for the two Little Blue River sampling sites will allow for more accurate estimations of *E. coli* concentrations and loads, including daily loads. These surrogate models can be carried forward into the future, with continued sampling, real-time turbidity monitoring, and model evaluation. Because estimates would be available at upstream and downstream sites with respect to the City of Independence, the impact of the City on *E. coli* concentrations and loads in this 303(d) listed stream will be able to be further characterized. The development of an interactive webpage for public access allows for additional outreach to the residents of Independence, as well as providing a centralized location for water-quality data collected at the project's sampling sites. This webpage can be updated as needed.

The results of this study will provide the City of Independence with spatial and temporal stream water-quality conditions and biologic data to assess overall stream health. Bacterial concentration and load estimations and microbiological source tracking results will assist the City in complying with requirements pursuant to the 303(d) listing of the Little Blue River and several of its tributaries which drain Independence for *E. coli* impairments. This information will help the City to evaluate current and future watershed management activities for improvement of stream water quality, storm flow reduction, and implementation of BMPs. The citizens of Independence will gain an improved understanding of the water quality of streams in the City and will have better access to the collected data. The data will also be useful to federal and state agencies, private individuals, and companies examining the mitigation of stream contamination that may result from storm runoff in Independence.

This study will contribute to the overall USGS mission by increasing the understanding of hydrology and water quality in urban settings and will provide the USGS with additional water-quality information on urban streams. This long-term study advances the USGS Water Mission Area Goal 2, Advance Understanding of Processes that Determine Water Availability, Objective 4: "Comprehensive Understanding of Human Interactions with Water Availability," as described in USGS Circular 13-83-G (Evenson and others, 2013) by providing a long-term data set documenting the continuing implementation of best management practices and urban stormwater retention practices. This project also addresses the relationship between water quality and the health of stream ecosystems by gaining a better understanding of the use of bioassessment data in urban settings. In addition, the project will help assist the USGS Microbiology Laboratory develop new advancements of methods to characterize human and

animal markers in fecal indicator bacteria as the project area has one of the largest urban microbial source tracking data sets in the country.

Approach

In order to evaluate the effects of the MS4 and non-point source discharges on Independence streams and to assess water-quality and biologic trends, the comprehensive approach ending in 2024 consisting of measurement and monitoring of streamflow, precipitation, water quality, sediment, and bioassessment data will be continued with some modifications based on analysis and interpretation of data collected during previous phases of this study (Christensen and others, 2010; Christensen and Krempa, 2012; Christensen and others, 2013; Barr and Kalkhoff, 2021). A focus for the 2025 study will be origins, source, concentrations, and loads of *E. coli* in streams that will be assessed through enhanced microbial source tracking of routine and storm event samples, surrogate model development using real-time water-quality data, and creation of a designated webpage for Independence water-quality data that is user-friendly and publicly accessible.

Task 1: Collect water-quality and hydrologic data to support the MS4 and SWMP.

To meet objective 1, the existing streamgaging stations and four rain gages will be continued for the proposed 5-year duration of the study. Three of the six streamflow-gaging stations will maintain existing continuous water-quality monitoring sensors: Rock Creek (site 1), and at two locations on the mainstem Little Blue River; at Lee's Summit Road (site 2) and at 78 Highway near Lake City (site 8; fig. 1). Automatic water-quality samplers for the collection of stormflow event samples will be maintained at five current locations—site 1, site 2, site 8, Spring Branch (site 6), and Adair Creek (site 3). Due to lack of stormflow conditions for sampling at the East Fork Little Blue River (site 4) as the result of the regulated streamflow at that location, it is proposed to move the automatic water-quality sampler and streamgaging equipment currently at that site to Crackerneck Creek (site 5). Staff plates or wire weights (to measure stream stage) will be maintained at two sites: Burr Oak Creek (site 7) and Bundschu Creek (site 9; fig. 1). Stage-discharge relations will be determined or verified for these ungaged sites according to USGS standard procedures (U.S. Geological Survey, variously dated). The approximate drainage areas and percentage land use categories of active sites for the study are listed in Table 1.

Table 1. Drainage areas and land use of monitored watersheds.

[CWQM, continuous water-quality monitor and automatic stormwater sampler; Land use from NLCD 2016; Percentages do not add up to 100 percent due to land use classes not included.]

Site number (fig. 1)	Site name	USGS site number	Stream gage	CWQM	Auto-sampler	Drainage (mi ²)			Land use (percent)			
						Total area	Area within Independence	Area above monitoring site	Developed high/medium intensity	Developed open/low intensity	Forest/scrub	Grassland/crops
1	Rock Creek	06893620	X	X	X	10.1	10.1	9.4	14.6	79.2	4.8	1.2
2	Little Blue River at Lee's Summit Road	06893820	X	X	X	98.6	~0.5	98.4	9.7	39.3	19.3	29.1
3	Adair Creek	06893830	X		X	5.7	5.7	5.2	28.1	64.8	4.4	2.2
4	East Fork Little Blue River	06893890				39.9	3.9	34.4	9.6	36.3	39.5	22.4
5	Crackerneck Creek	06893940	X		X	6.8	6.8	5.0	15.4	72.5	4.9	6.6
6	Spring Branch at Highway 78	06893970	X		X	11.9	11.9	9.1	12.4	58.8	16.9	11.6
7	Burr Oak Creek	06893990				8.3	6.6	8.1	5.4	31.1	30.0	33.0
8	Little Blue River at Highway 78	06894000	X	X	X	195	45.3	195	11.1	39.7	23.4	23.1
9	Bundschu Creek	390617094190201				5.3	nd	4.6	3.3	31.4	17.0	47.0
--	Little Blue River	--	--	--	--	226	65.2	--	6.5	37.2	18.5	34.3
--	Independence	--	--	--	--	79.1	79.1	--	8.6	43.8	14.7	31.6

Water-quality sampling

Discrete water-quality sampling will involve routine monthly and targeted stormwater event sampling. The monthly, routine water-quality sampling plan presented is a continuation of the plan ending in 2024, with slight modifications. Monthly sampling will be scheduled using pre-selected dates irrespective of streamflow conditions to avoid bias to fair weather and lower streamflows. To satisfy the Independence MS4 permit on receiving streams, including the Little Blue River, the stormwater monitoring plan will include three stormflow samples to satisfy the permit requirements. The following general sampling program will be followed to meet the study objectives for task 1:

- Routine monthly water-quality samples will be collected at all nine sites (table 2) during the recreation season (April through October) using Equal Width Increment (EWI) method as described in Wilde and others (2008) or alternatively by dip/grab methods, depending on streamflow conditions at the time of sampling. In addition, six of these sites will be sampled during two months of the non-recreational season each year (November through March, table 2). The months selected each year will rotate so that each month in the non-recreation period will have been sampled at least three times during the 5-year study period. All monthly samples will be analyzed for the constituents listed in table 3.
- Three stormflow event water-quality samples will be collected each year at six sites: Rock Creek (site 1), Little Blue River at Lee's Summit Road (site 2), Crackerneck Creek (site 5), Spring Branch Creek (site 6), Adair Creek (site 3), and Little Blue River near Lake City (site 8; table 2). Stormflow event samples will be at least 30 days apart and will be collected during a "first flush" event with no measurable precipitation recorded for 3 days prior to the event. A composited sample will be collected by automatic samplers. All storm event samples will be analyzed for the constituents listed in table 3.

Table 2. Monthly and stormwater water-quality and microbiological sampling schedules at each site to satisfy Task 1, by Federal fiscal year quarters.

[Blue; monthly water-quality sample collected during recreation period, Green; rotational monthly water-quality sample¹, Purple; storm event water-quality sample collection², Orange; microbial source tracking samples, Gray; no sample required]

Site Number (fig. 1; table 1)	Federal Fiscal Year (October – September)											
	Q1			Q2			Q3			Q4		
	O	N	D	J	F	M	A	M	J	J	A	S
1	Blue	Green	Green	Green	Green	Green	Blue	Blue	Blue	Blue	Blue	Blue
	Purple	Purple	Purple	Purple	Purple	Purple	Purple	Purple	Purple	Purple	Purple	Purple
	Orange					Orange		Orange			Orange	
2	Blue	Green	Green	Green	Green	Green	Blue	Blue	Blue	Blue	Blue	Blue
	Purple	Purple	Purple	Purple	Purple	Purple	Purple	Purple	Purple	Purple	Purple	Purple
	Orange					Orange		Orange			Orange	
3	Blue	Green	Green	Green	Green	Green	Blue	Blue	Blue	Blue	Blue	Blue
	Purple	Purple	Purple	Purple	Purple	Purple	Purple	Purple	Purple	Purple	Purple	Purple
	Orange					Orange		Orange			Orange	
4	Blue						Blue	Blue	Blue	Blue	Blue	Blue
5	Blue	Green	Green	Green	Green	Green	Blue	Blue	Blue	Blue	Blue	Blue
	Purple	Purple	Purple	Purple	Purple	Purple	Purple	Purple	Purple	Purple	Purple	Purple
	Orange					Orange		Orange			Orange	
6	Blue	Green	Green	Green	Green	Green	Blue	Blue	Blue	Blue	Blue	Blue
	Purple	Purple	Purple	Purple	Purple	Purple	Purple	Purple	Purple	Purple	Purple	Purple
	Orange					Orange		Orange			Orange	
7	Blue						Blue	Blue	Blue	Blue	Blue	Blue
8	Blue	Green	Green	Green	Green	Green	Blue	Blue	Blue	Blue	Blue	Blue
	Purple	Purple	Purple	Purple	Purple	Purple	Purple	Purple	Purple	Purple	Purple	Purple
	Orange					Orange		Orange			Orange	
9	Blue						Blue	Blue	Blue	Blue	Blue	Blue

¹Rotating monthly samples (green) are only collected during two of the four non-recreational months shaded each water year. The collection months will rotate each year of the study within the four months.

²Only three storm events will be sampled at the four sites during the FY. Purple shaded area indicates the months expected for event collection.

Water-quality sample analytes are listed in table 3, which meet all requirements of the MS4 permit. All samples will be collected and processed using standard USGS procedures (U.S. Geological Survey, variously dated). All analyses will be performed in the field by USGS personnel, at the USGS laboratory in Lee's Summit, MO, at the USGS sediment laboratory in Iowa City, IA, at the USGS National Water Quality Laboratory in Lakewood, CO, and at the USGS Microbiology Laboratory in Columbus, OH. In addition, samples will be collected by USGS and provided to the City of Independence Rock Creek Laboratory for analyses, as noted in Table 3.

Table 3. Analytes required for stormwater and base-flow samples.

Analyte	Field measurement	USGS Laboratory	City of Independence Laboratory
Turbidity, FNU	X		
Dissolved oxygen, mg/L	X		
pH, standard units	X		
Specific conductance, $\mu\text{S}/\text{cm}$	X		
Water temperature, $^{\circ}\text{C}$	X		
Dissolved sodium, mg/L		X	
Total sodium, mg/L		X	
Dissolved chloride, mg/L		X	
Dissolved sulfate, mg/L		X	
Total dissolved solids, mg/L		X	
Total suspended solids, mg/L		X	
Total ammonia + organic N, mg/L as N (Total Kjeldahl Nitrogen [TKN])		X	
Dissolved ammonia, mg/L as N		X	
Dissolved Nitrate + Nitrite, mg/L as N		X	
Dissolved Nitrate, mg/L as N		X	
Dissolved Nitrite, mg/L as N		X	
Total Organic Nitrogen, mg/L ¹		X	
Total Nitrogen, mg/L ¹		X	
Dissolved Orthophosphate mg/L as P		X	
Dissolved Phosphorus, mg/L as P		X	
Total Phosphorus, mg/L as P		X	
E Coli, IDEXX, MPN/100mL		X	
Total Coliform, IDEXX, MPN/100mL		X	
Total Hardness, mg/L as CaCO_3			X
Chemical Oxygen Demand, mg/L			X
Total Oil and Grease, mg/L ²			X
Suspended sediment concentration, mg/L		X	

¹ Computed result from other measured constituents.

² If not visually detected during sample collection, sample is not required.

Continuous monitoring

Continuous (15-minute interval) discharge data will be collected at six streamflow-gaging sites (fig. 1, table 1). Streamflow (discharge) will be determined at the time of sample collection or from established stage-discharge relations using standard USGS procedures (U.S. Geological Survey, 2004, 2007; Oberg and others, 2005; Mueller and Wagner, 2009; Sauer and Turnipseed, 2010; Turnipseed and Sauer, 2010). Precipitation data will be collected at four gaged sites using unheated tipping-bucket rain gages that will have their calibration checked at least once annually. Precipitation data may be compared and supplemented with nearby National Weather Service stations. These hydrologic data and sample analyses of bacteria, nutrients, and other selected constituents in storm-water runoff will support estimates of annual and/or seasonal loadings on receiving waters.

Water-quality data recorded with continuous water-quality monitors (CWQMs) will continue at three monitoring sites (table 1) and be used to characterize the effects of urban storm water on temporally variable and unstable constituents. Continuous measurements will be made at each site for water temperature, specific conductance, dissolved oxygen, and turbidity. CWQM data will be collected according to procedures described by Wagner and others (2006). The CWQMs provide large amounts of data between manual water-sample collections, and these data can be used to develop and improve numerical models for the calculation of constituent loads that are important in assessing the origins of various contaminants commonly found in urban areas, such as but not limited to chloride, nitrate, phosphorus, suspended sediments, and fecal indicator bacteria. CWQM sensors may be removed from December through February to protect from freezing. Provisional continuous data collected at all of the monitoring sites will be made available in real time at the USGS website and can be accessed at <http://waterdata.usgs.gov/mo/nwis/qw/>.

Microbiologic assessment

A combination of conventional sampling methods for total coliform and *E. coli* and MST methods will be used to aid in the identification of fecal indicator bacteria (*E. coli*) sources and loads. MST can help to identify the origin or “host” sources that contribute to impairment, determine the predominate sources, and direct BMPs that are appropriate and relevant to the identified sources (U.S. Environmental Protection Agency, 2011). To better characterize the origin and source(s) of *E. coli* to the streams listed as impaired for *E. coli* on the MDNR 2022 303(d) listings, and satisfy ecological assessment requirements for the MS4 permit, MST samples will be collected concurrent with water-quality samples once per quarter (table 2). These quarterly collections will be scheduled during the recreation season (April to October) at Rock Creek, Adair Creek, Spring Branch Creek, Crackerneck Creek, and the two Little Blue River monitoring sites (table 2). MST samples also will be collected during three stormflow events at Rock Creek, Spring Branch Creek, Adair Creek, Crackerneck Creek, and the two Little Blue River sites. Additional MST samples may be collected at the other monitoring sites listed in table 1 to aid in determining the origin and bacteria source(s) if the *E. coli* samples indicate high levels of bacterial contamination in those watersheds.

Task 2: Develop surrogate models for real-time total coliform and *E.coli* estimations.

Using the continuous and discrete data that has been and continues to be collected at the Little Blue River steamgaging locations, regression models will be developed to estimate instantaneous *E. coli* concentrations, as well as daily loads (Stone and others, 2024). These models, with annual model maintenance and continued collection of continuous and discrete water quality data, can be used to estimate past *E. coli* concentrations and loads and to predict real-time estimated *E. coli* concentrations and loads. This task will be completed by matching total coliform and *E. coli* concentrations from discrete samples at each site to the nearest continuous time-series values for turbidity, streamflow, and other parameters as applicable, similar to the suspended-sediment surrogate model methods described in Rasmussen and others, 2009. These matched data sets will be used to develop regression models, and diagnostic tests and plots will be examined for models with low residual variance and homoscedasticity. Model residuals will also be examined for extreme values and high leverage values. The data sets will be examined to determine how well they represent the range of historical environmental conditions, such as ranges in streamflow, real-time turbidity, and other real-time data values, and if temporal trends in any of the data exist that could affect surrogate model accuracy. Once the data sets and diagnostic tests have been completed, surrogate models will be verified using cross-validation procedures.

In addition to turbidity, relationships between discrete *E. coli* concentrations and other real-time measurements, such as discharge, will be examined as backup or alternate relationships. For example, if the turbidity sensor reading is questionable or unavailable because of equipment malfunction, then the alternate or backup surrogate relationship with another real-time measurement can be used. Models will be optimized using various transformations of the data to provide the simplest and most robust surrogate model that provides the highest accuracy.

After development and quality review, the regression models will be input into the National Water Information System (NWIS), where real-time measurements of surrogates will be used to calculate real-time estimates of *E. coli* concentrations and daily loads. A methods report will be prepared to document the procedures for calculating concentrations and loads using regression models, which is applicable to this project and other similar projects using surrogate model. Model archive summaries will be prepared to document the surrogate models. The surrogate models will be reviewed yearly with the previous year's collected discrete data for variance from the established model and updates to the relationships made as needed to ensure accuracy of the real-time estimations.

Task 3: Develop webpage to encourage public engagement.

All data collected for this project are publicly available. However, creating a webpage specifically for this cooperative project between USGS and the City of Independence would allow for the compilation of all current and future work. A webpage would also allow for a more interactive experience and user-friendly platform for the public to explore and educate themselves on the data and information that has been collected over approximately the last 15

years. An interactive map showing the sampling locations would be created, which would allow users explore the available discrete and continuous water quality and quantity data available. Links to reports and fact sheets will be included, ensuring the public could easily find this information pertaining to their local streams and rivers. Examples of similar webpages created by USGS can be found at the following links:

- [Milk River and Missouri River Continuous Water-Quality Monitoring | U.S. Geological Survey](#)
- [Hydrologic Assessment of the Blackfeet Reservation, Montana | U.S. Geological Survey](#)
- [Predicting Wildlife and Plant Responses to Solar Energy Development in the Desert Southwest | U.S. Geological Survey](#)

After the webpage is developed, up to three educational signs displaying information on the streamgages and water quality activities, including QR codes to the webpage or other applicable online resources, will be jointly designed by the USGS and the City of Independence. The signs will go through the USGS approval process and will be printed and installed by the City of Independence. The signs will be displayed in locations along the Little Blue Trace Trail or other locations near the stream-gaging sites.

Quality Assurance Plan

All samples will be collected according to standard USGS protocols as described in the National Field Manual for the collection of Water Quality data (US Geological Survey, variously dated). Automatic samplers for the collection of water-quality and sediment samples will be installed and operated according to guidance presented in Edwards and Glysson (1999). Suggestions for evaluating the representativeness of sediment data is presented by Edwards and Glysson (1999) and Bent and others (2000) and will be used to assist in data analysis. Samples collected with automatic samplers will be processed and preserved according to standard USGS protocols, with some additions related to sample holding conditions. Samples collected with automatic samplers will be iced and/or refrigerated immediately upon retrieval.

All hydrologic data in this study will be collected using USGS methods described in Rantz and others (1982), U.S. Geological Survey (2004, 2007), Oberg and others (2005), Mueller and others (2013), and Turnipseed and Sauer (2010), depending on the equipment and method of measurement. CWQM data will be collected according to procedures described by Wagner and others (2006) and Rassmussen and others (2009). All data collection and analysis also follows the Central Midwest Water Science Center Water Quality Assurance Plan. All laboratory analyses of stable constituents will be done at the NWQL or USGS-approved contracting laboratory. Unstable constituents, including *E. coli* bacteria and total coliforms, will be analyzed at the nearby USGS laboratory in Lee's Summit, MO. MST samples will be analyzed at the USGS Microbiology Laboratory in Columbus, OH.

Approximately 10 percent of all water-quality samples sent to the NWQL or other outside laboratories will be field or equipment blanks or replicate samples to assure representative sample collection and proper processing, handling, and analysis of samples. Sediment size fraction data will be produced by the USGS sediment laboratory using procedures documented in

Guy (1969). Standardized protocols for water quality surrogates by Rasmussen and others (2009) will be followed for this project. These protocols were developed for suspended-sediment concentrations and loads, though they are commonly applied to other water quality constituents.

Deliverables

Continuously monitored data will be available on the USGS National Water Information System (NWIS) and can be accessed at <http://waterdata.usgs.gov/mo/nwis> throughout the study. Summary discharge and CWQM data will be approved routinely and available as such. After data have been quality assured by the project manager, all annual data collected during the preceding calendar year, required to satisfy the MS4 permit, will be tabled and submitted to Independence Municipal Services by March 1. Provisional data will be provided to Independence upon request.

A USGS report will be prepared documenting surrogate model methods used for this project and other similar projects. The report will describe procedures designed to improve the consistency, quality, and timeliness of computed continuous water-quality data produced by the USGS Central Midwest Water Science Center. Model archive summaries will be prepared for this project's surrogate models, and the estimated *E. coli* concentrations will be available as a time-series dataset on NWIS, for the period of record and future periods. Because of the nature of record availability, the surrogate records may be fragmented at times.

The webpage displaying information about the project, links to water quality and quantity data for the sampled streams, and summaries and links related to existing reports for this project will be prepared and made available to the City and the public. The page will be hosted and maintained annually by USGS.

Timeline and Budget

Calendar Year	24	2025				2026				2027				2028				2029			
City Fiscal Year	2025				2026				2027				2028				2029				2030
Federal Fiscal Year	2025				2026				2027				2028				2029				30
Task/Quarter performed	Q 1	Q 2	Q 3	Q 4	Q 1	Q 2	Q 3	Q 4	Q 1	Q 2	Q 3	Q 4	Q 1	Q 2	Q 3	Q 4	Q 1	Q 2	Q 3	Q 4	Q 1
Task 1: Data collection for MS4 compliance																					
Continuous discharge & water quality monitoring																					
Microbial source tracking for biologic assessment in MS4 permit																					
Task 2: Surrogate models for E. coli estimations, development and publication work																					
Task 3: Develop interactive project webpage																					
Annual data report to Independence																					

Tasks listed in Q1 (shaded) are covered under the current (2024) agreement.

Microbial source tracking for MS4 permit will be sampled during recreation season and during stormflow events.

Annual data reports to Independence are due by March 1 of each year (previously due October 31 of each year).

	FY25	FY26	FY27	FY28	FY29	FY30 (Q1 Only)	Total
Task 1 Total: All data collection	\$321,700*	\$422,500	\$429,000	\$446,600	\$459,000	\$120,000	\$2,198,800
Cooperator	\$238,000*	\$312,600	\$317,400	\$330,500	\$339,700	\$88,800	\$1,627,900
USGS	\$83,700*	\$109,900	\$111,600	\$116,100	\$119,300	\$31,200	\$571,800
Task 2 Total: Surrogate models	\$0	\$0	\$63,300	\$47,500	\$12,100	\$2,500	\$125,400
Cooperator	\$0	\$0	\$44,300	\$33,200	\$8,500	\$1,700	\$87,700
USGS	\$0	\$0	\$19,000	\$14,300	\$3,600	\$800	\$37,700
Task 3 Total: Webpage	\$41,800	\$34,900	\$8,900	\$9,200	\$9,600	\$2,600	\$107,000
Cooperator	\$29,300	\$24,400	\$6,200	\$6,400	\$6,700	\$1,800	\$74,800
USGS	\$12,500	\$10,500	\$2,700	\$2,800	\$2,900	\$800	\$32,200
All Tasks Total	\$363,500*	\$457,400	\$501,200	\$503,300	\$480,700	\$125,100	\$2,431,200
Cooperator	\$267,300	\$337,000	\$367,900	\$370,100	\$354,900	\$92,300	\$1,789,500
USGS	\$96,200	\$120,400	\$133,300	\$133,200	\$125,800	\$32,800	\$641,700

*FY25 funding is only for Q2-Q4, as Q1 is funded (total of \$86,600) under current cooperative agreement that ends December 31, 2024.

Personnel

Project chief – Administration, reports, data review and approval, surrogate model and webpage development

Hydrologic technicians – Discharge measurements, sample collection, continuous water-quality monitoring, records, sample and data processing

Student/intern – Field support

References

- Bambic, D.G., C. Minton, S. Wuertz, and Z. Baharians, 2011, Identification and control of bacteria sources: Lessons learned from the Los Angeles River Watershed, WEFTEC, 2011; Water Environment Federation.
- Barbour, M.T., Gerritsen, J., Snyder, B.D., and Stribling, J.B., 1999, Rapid bioassessment protocols for use in streams and wadeable rivers—Periphyton, benthic Macroinvertebrates and fish (2d ed.): Washington, D.C., U.S. Environmental Protection Agency EPA 841-B-99-002, Office of Water.
- Barr, M.N., and Kalkoff, S.J., 2021, Water-quality trends of urban streams in Independence, Missouri, 2005-18: U.S. Geological Survey Scientific Investigations Report 2020-5130, 57 p., accessed on February 22, 2024, at <https://doi.org/10.3133/sir20205130>.
- Bent, G.C., J.R. Gray, K.P. Smith, and G.D. Glysson, 2000, A synopsis of technical issues for monitoring sediment in highway and urban runoff, U.S. Geological Survey Open-File Report 00-497, 62 p.
- Christensen, E.D., R.N. Bushon, and A.M.G. Brady, 2013, Microbial source tracking as a tool for TMDL development, Little Blue River in Independence, Missouri, 86th WEFTEC, Conference Proceedings: URL <http://weftec2013.conferencespot.org/55109-wefb-1.1182180/t-002-1.1184218/616-1.1184219/a-552-1.1184226>.
- Christensen, E.D., T.E. Harris, and S.L. Niesen, 2010, Water quality and ecological condition of urban streams in Independence, Missouri, June 2005 through December 2008: U.S. Geological Survey Scientific Investigations Report 2010-5074, 115 p.
- Christensen, E.D., and H.M. Krempa, 2012, Assessment of macroinvertebrate communities in adjacent urban stream basins, Kansas City, Missouri, metropolitan area, 2007 through 2011: U.S. Geological Survey Scientific Investigations Report 2012-5284, 58 p.
- Colford, J.M., Jr., T.J. Wade, K. C. Schiff, C. C. Wright, J. F. Griffith, S. K. Sandhu, S. Burns, M. Sobsey, G. Lovelace, and B. Weisberg, 2007, Water quality indicators and the risk of illness at beaches with nonpoint sources of fecal contamination: *Epidemiology*, 18, 27-35.
- Edwards, T.K., and G.D. Glysson, 1999, Field methods for the measurement of fluvial sediments, U.S. Geological Survey Techniques of Water Resources Investigations, Book 3, Chapter C2, 89 p.
- Evenson, E.J., Orndorff, R.C., Blome, C.D., Böhlke, J.K., Hershberger, P.K., Langenheim, V.E., McCabe, G.J., Morlock, S.E., Reeves, H.W., Verdin, J.P., Weyers, H.S., and Wood, T.M., 2013, U.S. Geological Survey water science strategy—Observing, understanding, predicting, and delivering water science to the Nation: U.S. Geological Survey Circular 1383-G, 49 p.
- Green, H.C., Haugland, R.A., Varma, M., Millen, H.T., Borchardt, M.A., Field, K.G., Walters, W.A., Knight, R., Sivaganesan, M., Kelty, C.A., Shanks, O.C., 2014, Improved HF183

quantitative real-time PCR assay for characterization of human fecal pollution in ambient surface water samples, *Applied and Environmental Microbiology*, 80(10), 3086-3094, accessed August 2019, at <https://www.ncbi.nlm.nih.gov/pmc/articles/PMC4018914/>.

- Grotheer, S.A., Moulton, S.R., Carter, J.L., Cuffney, T.F., and Short, T.M., 2000, Quality-control of benthic macroinvertebrate identifications—A taxon-based approach, in *North American Benthological Society Annual Meeting, Keystone Colorado, 2000, Abstracts*: URL <http://www.benthos.org/meeting/nabs2000/nabstracts2000.cfm/id/233>.
- Kelly, W.R., Panno, S.V., Hackley, K.C., Hwang, H., Martinsek, M.M., 2010, Using chloride and other ions to trace sewage and road salt in the Illinois Waterway, *Applied Geochemistry*, 25 (2010) 661-673.
- Missouri Department of Natural Resources, 2023, Missouri Integrated water quality report and section 303(d) list, 2022, Clean water act sections 303(d), 305(b), and 314, Missouri Department of Natural Resources Water Protection Program, 217 p., accessed February 22, 2024 at <https://dnr.mo.gov/document-search/2022-missouri-integrated-water-quality-report-305b-report>.
- Mueller, D.S., and Wagner, C.R., Rehmel, M.S., Oberg, K.A., Rainville, Francois, 2013, Measuring discharge with acoustic Doppler current profilers from a moving boat (ver. 2.0, December 2013): U.S. Geological Survey Techniques and Methods book 3, chap. A22, 95 p., accessed August 9, 2019 at <http://dx.doi.org/10.3133/tm3A22>.
- Niesen, S.N., D.L. Bender, R.H. Champion, Jr., E.D. Christensen, and T.E. Harris, Condition of streams in Independence, Missouri: What is being done to protect stream health and how citizens can help, 2011, U.S. Geological Survey Fact Sheet: 2011-3033, 6 p.: URL <http://pubs.usgs.gov/fs/2011/3033/pdf/fs2011-3033.pdf>.
- Oberg, K.A., Morlock, S.E., and Caldwell, W.S., 2005, Quality-assurance plan for discharge measurements using acoustic Doppler profilers: U.S. Geological Survey Scientific Investigations Report 2005–5183, 35 p.
- Rantz, S.E., and others, 1982, Measurement and computation of streamflow: Volumes 1 and 2, U.S. Geological Survey Water-Supply Paper 2175. 284 p.
- Sarver, R.J., 2003, Stream habitat assessment project procedure, Unpublished, Missouri Department of Natural Resources, Air and Land Protection Division, Environmental Services Program, 40 p.: URL <http://www.cpcb.ku.edu/datalibrary/assets/library/techdocs/Streamhab2003Aug.pdf>.
- Schalk, G.K., 1994, Quantity and Quality of Base Flow and Stormwater Runoff in Independence, Missouri – October 1991 to February 1993, U.S. Geological Survey Open-File Report 93- 495, 69 p.
- Schoen, M.E., Ashbolt, N.J. 2010. Assessing pathogen risk to swimmers at non-sewage impacted recreational beaches: *Environmental Science and Technology*., 44(7), 2286-2291.
- Seurinck, S., T. Defoirdt, W. Verstraete, and S.D. Sicillano, 2005, Detection and quantification of the human-specific HF183 *Bacteroides* 16S rRNA genetic marker with real-time PCR for assessment of human faecal pollution in freshwater: *Environmental Microbiology*, 7(2), 249- 259.

- Shanks, O.C., E. Atikovik, A.D. Blackwood, J. Lu, R.T. Noble, J. Santo Domingo, S. Seifring, M. Sivaganesan, and R.A. Haugland, 2008, Quantitative PCR for detection and enumeration of genetic markers of bovine fecal pollution: *Applied Environmental Microbiology*, 74(3) 745 - 752.
- Soller, J.A., Schoen, M.E., Bartrand, T., Ravenscroft, J., Wade, T.J., 2010, Estimated human health risks from exposure to recreational waters impacted by human and non-Human sources of faecal contamination: *Water Research*, 44(16), 4674-4691.
- Stone, M.L., Lee, C.J., Rasmussen, T.J., Williams, T.J., Kramer, A.R., and Klager, B.J., 2024, Methods for computing water-quality concentrations and loads at sites operated by the U.S. Geological Survey Kansas Water Science Center: U.S. Geological Survey Open-File Report 2024-1049, 10 p., <https://doi.org/10.3133/ofr20241049>.
- Turnipseed, D.P., and Sauer, V.B., 2010, Discharge measurements at gaging stations: U.S. Geological Survey Techniques and Methods book 3, chap. A8, 87 p., accessed August 9, 2019 at <http://pubs.usgs.gov/tm/tm3-a8/>.
- U.S. Environmental Protection Agency, 1986, Ambient water quality criteria for bacteria, EPA/440/584/002: United States Environmental Protection Agency, Washington, DC.
- U.S. Environmental Protection Agency, 2009a, Review of zoonotic pathogens in ambient waters, EPA 822-R-09-002: URL http://water.epa.gov/scitech/swguidance/waterquality/standards/criteria/health/recreation/upload/2009_07_16_criteria_recreation_zoonoticpathogensreview.pdf
- U.S. Environmental Protection Agency, 2009b, Review of published studies to characterize relative risks from different sources of fecal contamination in recreational water, EPA 822-R-09-001: U.S. Environmental Protection Agency, Office of Science and Technology, Washington, DC.
- U.S. Environmental Protection Agency, 2011, Using microbial source tracking to support TMDL development and implementation: United States Environmental Protection Agency, Region 10, Watersheds Unit, Seattle, Washington.
- U.S. Environmental Protection Agency, 2018, National pollutant discharge elimination system permit application regulations for storm water discharges: U.S. Federal Register, Title 40 of the CFR at Part 122, accessed August 9, 2019 at <https://www.epa.gov/npdes/npdes-regulatory-history>
- U.S. Environmental Protection Agency, 2019, National Pollutant Discharge Elimination System (NPDES), Stormwater rules and notices, accessed August 9, 2019 at <https://www.epa.gov/npdes/stormwater-rules-and-notices>.
- U.S. Environmental Protection Agency, 2020, cyanobacterial harmful Algal Blooms in Water Bodies website, accessed January 21, 2020, at www.epa.gov/cyanohabs.gov.
- U.S. Geological Survey, 2004, Policy on the use of the FlowTracker for discharge measurements: Office of Surface Water Technical Memorandum 2004.04, p. 6: URL <http://hydroacoustics.usgs.gov/memos>.
- U.S. Geological Survey, 2007, SonTek/YSI FlowTracker firmware version 3.10 and software version 2.11 upgrades and additional policy on the use of FlowTrackers for discharge

measurements: Office of Surface Water Technical Memorandum 2007.01, p. 12: URL <http://hydroacoustics.usgs.gov/memos>.

- U.S. Geological Survey, variously dated, National Field Manual for the collection of water quality data. U.S. Geological Survey Techniques of Water Resources Investigations, Book 9, chaps. A1-A9: URL <http://pubs.usgs.gov/twri/>.
- Wagner, R. J., R.W. Boulger, Jr., C.J. Oblinger, and B.A. Smith, 2006, Guidelines and Standard Procedures for Continuous Water-Quality Monitors: Station Operation, Record Computation, and Data Reporting, U.S. Geological Survey Techniques and Methods 1-D3, 51 p.
- Wilde, F.D., Radtke, D.B., Gibbs, Jacob, and Iwatsubo, R.T., 1998, National field manual for the collection of water-quality data: U.S. Geological Survey Techniques of Water-Resources Investigations, book 9, chap. A4, 114 p.

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

Council approval is requested to authorize the City Manager to approve Purchase Order Change Order #2 to the design contract (PO#23001180) with Olsson Associates, increasing the total contract amount to \$393,295, and to authorize future minor change orders not to exceed \$39,329.50 as part of the Rockwood Storm Drainage Improvements Project (No. 132202). **Approved**

Recommendations:

Council approval is recommended.

Background:

Approval of Change Order #2 will add \$204,170 to the existing contract (PO#23001180) with Olsson Associates for inspection and other construction-related services as part of the Rockwood Storm Drainage Improvements Project (No. 132202).

Olsson Associates has completed the initial design for this project. Upon receiving notification from the Missouri Department of Natural Resources (MDNR) that American Rescue Plan Act (ARPA) funding was available for construction-related services, staff negotiated a scope and fee with Olsson to leverage their expertise throughout the construction phase. This change order is eligible for up to an 80% match in ARPA funding.

Original	\$177,080
Purchase	
Order:	
Change Order	\$12,045
#1:	
Change Order	\$204,170
#2:	
New Contract	\$393,295
Total:	
New	\$39,329.50
Contingency:	

The Rockwood Storm Drainage Improvements Project (No. 132202) addresses historic flooding complaints primarily north of Winner Road, between Hedges and Ralston, in the Rock Creek Watershed. This project is eligible for up to \$1,855,492 in reimbursable ARPA federal funds through MDNR, with a required City match of \$475,470.

This is a budgeted capital expense on page 203 of the FY24-25 Adopted Budget.

Emergency Justification:**Fiscal Impact:**

The fiscal impact to the City is \$432,624.50, including contingency. Funding for the Rockwood Storm Drainage Improvements Project (No. 132202) is included in the FY 2025 budget (page 203), under account number 132202-C-0587058-5406. This project is eligible for up to \$1,855,492 in reimbursable ARPA federal funds through MDNR, with a required City match of \$475,470.

Council Action:

Department / Contact	Municipal Services /
---------------------------------	----------------------

REVIEWERS

Richard Kemple
Jeremy Cover
Melissa Cabrera
Zachary Walker
Susanne Holland

ATTACHMENTS:

1. Scope of Service - CO#2 - Olsson - Rockwood Storm Drainage Project No. 132202



ENGINEERING CONTRACT CHANGE ORDER

DNR-SW-B11A1D4DA5F7

Project Name	Rockwood Storm Drainage Improvement Project
Project Number	132202
PO Number	23001180
Change Order Number	2

Contractor's Name	Olsson, Inc.
Address:	7301 W 133rd Street, Suite 200
	Overland Park, KS 66213
Phone Number	913-381-1170

The subject contract scope of work shall be amended as detailed in *Attachment #1*

These changes result in an increase (decrease) of
for a revised contract amount as follows:

\$204,170.00

Original contract amount:
Total of previous change orders to this contract:
Amount this change order:
Revised contract amount:

\$177,080.00
\$12,045.00
\$204,170.00
\$393,295.00

Additional contract time requested this change order

Original completion date:
Current completion date:
Amount of days this change order:
Revised contract completion date:

2/16/2024
12/31/2024
546
7/1/2026

This change order shall become an amendment to the contract and all provisions of the contract, except as amended above and by previous change orders, shall apply hereto.

Requested By:

OLSSON, INC.

Project Manager

Name

Title

1/6/2025

Date

Reviewed By:

CITY OF INDEPENDENCE, MISSOURI

Ted Martin, P.E., CFM

Stormwater Manager

1/6/2024

Date

Approved By:

CITY OF INDEPENDENCE, MISSOURI

Lisa Reynolds

Director of Municipal Services

Date



LETTER AGREEMENT ENGINEERING CHANGE ORDER 2

Date: January 6, 2025

This ENGINEERING CHANGE ORDER 2 ("Amendment") shall amend and become a part of the Letter Agreement for Professional Services dated May 1, 2023, between the City of Independence, Missouri, ("Client") and Olsson, Inc. ("Olsson") providing for professional services for the Rockwood Storm Drainage Improvements Project (132202) (the "Agreement"):

SCOPE OF SERVICES

Client and Olsson hereby agree that Olsson's Scope of Services under the Agreement is amended by adding the services specifically described below for the additional compensation set forth below:

Construction Observation and Administration

Olsson shall provide a construction observation representative and project manager. The tasks shall consist of the following items:

- Pre-construction reviews of plans, quantities, and specifications
- Coordination of contractor request for information (RFI's) during construction
- Part-time to Full-time construction observation and documentation
- Part-time construction administration and coordination with the City of Independence
- Post-construction activities to determine that project is completed and accepted by all parties.

Olsson shall provide the following services (Scope of Services) to the Client for the Project by the construction observer and project manager:

- 1.1 Attend Pre-construction meeting.
- 1.2 Assist in the review of the contractor's traffic control plan.
- 1.3 Attend weekly to bi-weekly progress meetings and at other times as required for work progress. The contractor will preside over construction meetings and prepare and distribute meeting minutes.
- 1.4 Be on-site in a part-time to full-time capacity when the Contractor is performing structure and storm pipe installation, concrete curb and sidewalk, aggregate base, asphaltic concrete, and sodding.

- 1.5 When on-site compile a daily diary documenting weather conditions, Contractor(s) construction activity, Contractor's personnel, and equipment used.
- 1.6 Maintain documentation of contract pay items, as incorporated into the project.
- 1.7 Advise Owner and Contractor, or its superintendent, immediately of the commencement of any work requiring a shop drawing submission, if the submission has not been accepted by the design professional or Owner.
- 1.8 Keep and maintain project files of the Contractor's certifications of materials incorporated into the project.
- 1.9 Determine whether the Contractor is generally adhering to the specifications and plan documents, and schedule ongoing observations.
- 1.10 Report to Owner, giving opinions and suggestions based on observations regarding defects or deficiencies in Contractor's work and relating to compliance with plans, specifications, and design concepts.
- 1.11 Assist Owner in the preparation and review of pay applications and change orders.
- 1.12 Verify pay items with Contractor, review monthly pay applications, and recommend and present pay applications to Owner.
- 1.13 Provide transportation, equipment, tools, and incidentals, as necessary, to perform construction site monitoring services.
- 1.14 Attend one (1) walk-through upon substantial project completion. Compile notes and distribute the final punch list to the prime Contractor and Owner.
- 1.15 Complete and submit to the Owner the final paperwork required by contract documents.
- 1.16 Review the final pay estimate and the final change order with the Owner.

ASSUMPTIONS

The provided cost estimate is based on the following assumptions:

- Construction effort of 6 months. Inspection observation hours are estimated at 26 weeks at 8 hours per day. Should the estimated hours be exceeded, a supplemental agreement will be provided.
- Staffing will consist of one part-time to full-time inspector during construction activities.
- Hourly labor rate will be charged from portal to portal.

EXCLUSIONS

- All construction documents will be forwarded to Olsson.
- No SWPPP documentation will be performed. This is the contractor's responsibility.
- No services after completion of the construction phase, such as inspections during any guarantee period and reporting observed discrepancies under guarantees called for in the Project; or observation of the Project after the end of the contractor's maintenance or guarantee period (if any). Such services can be contracted later if requested by the Owner.
- Utility relocation coordination will be the responsibility of others.
- No time has been included in this fee estimate for surveying associated with utility relocations, setting project control for the contractor prior to construction, staking of temporary easements, or construction staking.
- No time has been included for Olsson to produce and provide as-built drawings. The contractor is to be responsible for providing as-built elevations for the tops and flowlines of the storm sewer structures.

SCHEDULE FOR OLSSON'S SERVICES

Unless otherwise agreed, Olsson expects to perform its services under the Agreement as follows:

Anticipated Schedule and Key Dates:

Start Date/Notice to Proceed
Substantial Completion

March 2025
September 2025

COMPENSATION

For the additional Scope of Services specifically set forth in this Amendment, Client shall pay to Olsson for the performance of the Scope of Services, the actual time of personnel performing such services in accordance with the Labor Billing Rate Schedule(s), and all actual reimbursable expenses in accordance with the Reimbursable Expense Schedule attached to this agreement.

Olsson's Scope of Services will be provided on a time-and-expense basis not to exceed **\$204,170.00**. Olsson shall submit invoices on a monthly basis, and payment is due within 30 calendar days of invoice date.

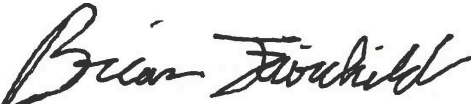
TERMS AND CONDITIONS OF SERVICE

All provisions of the original Agreement not specifically amended herein shall remain unchanged.

If this Contract Amendment satisfactorily sets forth your understanding of our agreement, please sign in the space provided below. Retain a copy for your files and return an executed original to Olsson. This proposal will be open for acceptance for a period of 30 days from the date set forth above, unless changed by us in writing.

OLSSON, INC.

By _____
Bradley P. Schleeter, PE

By _____
Brian Fairchild, PE

By signing below, you acknowledge that you have full authority to bind Client to the terms of this Amendment. If you accept this Amendment, please sign:

City of Independence, Missouri

By _____
Signature

Printed Name _____

Title _____

Dated: _____

City of Independence Estimate of Fee
Construction Inspection Services - Rockwood



	EmployeeType/Usage	Unit Rate	Estimated Hours/Units	Extension
Pre-Construction Phase				
Pre-Construction Meeting	CA Project Manager	\$ 200.00	3	\$ 600.00
	RPR	\$ 110.00	3	\$ 330.00
Shop Drawing & Material Submittal Reviews	CA Project Manager	\$ 200.00	20	\$ 4,000.00
Plan & Construction Document Review, Project Documentation Set-up Field Books/Project Files/Qty. Checks				
	RPR	\$ 110.00	8	\$ 880.00
Phase Totals			34	\$ 5,810.00
Construction Phase				
Daily Observation/Documentation/Coordination, etc.	RPR	\$ 110.00	1056	\$ 116,160.00
	CA Project Manager	\$ 200.00	60	\$ 12,000.00
	CA Project Admin	\$ 75.00	30	\$ 2,250.00
Materials Testing - by Olsson Proctors, concrete tests, asphalt compaction				\$ -
	Technician	\$ 75.00	81	\$ 6,075.00
	Project Admin	\$ 75.00	4	\$ 300.00
	Project Engineer	\$ 165.00	8	\$ 1,320.00
	Sr Project Engineer	\$ 225.00	1	\$ 225.00
	Standard Proctor	\$ 220.00	3	\$ 660.00
	Atterberg Limits	\$ 125.00	3	\$ 375.00
	Concrete Compression Test	\$ 25.00	15	\$ 375.00
	Standard Equipment	\$ 25.00	15	\$ 375.00
	Trips	\$ 135.00	19	\$ 2,565.00
Construction Admin - Design Services, Shop Drawings, Geotech review, etc.	Design Services	\$ 150.00	120	\$ 18,000.00
				\$ -
Phase Totals			1415	\$ 160,680.00
Post-Construction Phase				
Punch List & Remedial Work Inspection	RPR	\$ 110.00	8	\$ 880.00
	CA Project Manager	\$ 200.00	4	\$ 800.00
Final Documentation				
Phase Totals			12	\$ 1,680.00
TOTAL LABOR			1461	\$ 168,170.00
DIRECT EXPENSES		Unit Price		
Daily Trip Charge		\$ 135.00	200	\$ 27,000.00
GPS / GIS Data Collection System		\$ 45.00	200	\$ 9,000.00
ESTIMATED DIRECT EXPENSES				\$36,000.00
TOTAL ESTIMATED FEE				\$204,170.00

12/3/2024

RPR - Assumption is 6 months x 22 days x 8 hours/day = 1056 hours

Does not include working weekends or holidays. Those will be billed at time and half.

Construction Materials Testing Scope of Services

This proposal is based on a review of Olsson's project civil plans dated October 10, 2024.

Construction observation and testing services have been requested for fill placement, concrete, and asphaltic concrete. We propose to provide our observation and testing services in the following manner:

Fill Placement / Utility Trench Backfill – Prior to fill placement, subgrades should be stripped of vegetation, topsoil, and any other deleterious material. Representatives of Olsson will observe the stability and moisture content of the subgrades. The subgrades should be proofrolled with a fully loaded tandem axle dump truck. Field density tests will also be performed in the exposed subgrade soils to determine the in-place compaction and moisture content of the subgrade soils.

Samples of materials proposed for use as structural fill and/or utility trench backfill will be obtained for laboratory testing. Laboratory tests, including standard Proctors and Atterberg limits tests, will be performed to classify and determine the physical properties of the proposed fill/backfill materials. Olsson will observe and test the fill placed within the alignment of the roadways and within segments of the utility trenches.

Concrete - Field tests, including slump, air entrainment, unit weight, and temperature, will be performed on samples of concrete obtained from curb and pavement areas. Sets of five (5) cylinders will be cast from the concrete used in the construction of the referenced areas for compressive strength testing.

Asphaltic Concrete Pavements – Field density tests will be performed in the base and surface courses of asphaltic concrete pavements. To evaluate results of the field density tests, samples of the base and surface mixes delivered to the site will be obtained for laboratory testing. Laboratory testing of hot-mix asphalt can be performed if requested per the unit rates attached.

Reporting - Olsson's field professionals will prepare typed field reports summarizing each day's field observations, presenting test results, and detailing items not in compliance with the project drawings and/or specifications. Draft copies of the field reports will be provided daily to the designated field representative if requested. Deficiencies observed during testing will be noted and brought to the immediate attention of the Field Representative.

Field reports will be reviewed by our project engineer and will be available through an online reporting portal for the Client and Field Representative. Olsson is not responsible for the Contractor's means or methods and does not have the obligation or authority to stop the Contractor's work. Olsson's responsibility is to report our field observations and test results to the Contractor and Client as provided herein.

Safety – It is the responsibility of the general contractor or their subcontractors to provide OSHA compliant barriers or barricades around excavations greater than 6 feet in depth. It is also the responsibility of the general contractor or their subcontractors to provide safe access to work requiring observation or testing by the independent special inspector and tester. In instances where barriers or barricades are not provided or work requiring observation or testing must be performed while within the area protected by barriers or barricades, the contractor should supply an anchorage point to which the special inspector or tester can tie off to be compliant with OSHA fall protection requirements. The anchorage point should be

provided near excavations where observation or testing is required. The anchorage point cannot be a piece of equipment that can be moved (like a drill rig or earth-moving equipment).

**Scope of Work and Estimated Cost
Rockwood Storm Drainage
Independence, Missouri**

Utility Trench Backfill

50	Hrs Technician - Storm Sewer @	\$75.00	/hr	\$	3,750.00
3	Standard Proctor @	\$220.00	/each	\$	660.00
3	Atterberg Limits @	\$125.00	/each	\$	375.00
8	Standard Equipment @	\$25.00	/day	\$	200.00
12	Trips @	\$50.00	/trip	\$	600.00

Concrete Testing

15	Hrs Technician - Approaches/Curbs @	\$75.00	/hr	\$	1,125.00
15	Compression Test - Concrete @	\$25.00	/each	\$	375.00
3	Standard Equipment @	\$25.00	/day	\$	75.00
3	Trips @	\$50.00	/trip	\$	150.00

Asphaltic Concrete Pavements

16	Hrs Technician @	\$75.00	/hr	\$	1,200.00
4	Standard Equipment @	\$25.00	/day	\$	100.00
4	Trips @	\$50.00	/trip	\$	200.00

Subtotal \$ 8,810.00

Project Engineering and Administration

8	Hrs Project Engineer @	\$165.00	/hr	\$	1,320.00
1	Hrs Senior Project Engineer @	\$225.00	/hr	\$	225.00
4	Hrs Project Administration @	\$75.00	/hr	\$	300.00

Total \$ 10,655.00

**Olsson, Inc. CMT Unit Rate Schedule
Rockwood Storm Drainage
Independence, MO**

Field Services

Technician*	per hour	75.00
Senior Technician*	per hour	85.00

Administrative and Engineering Services

Administrative	per hour	75.00
Project Engineer/Manager	per hour	165.00
Senior Project Engineer/Manager	per hour	225.00

Travel and Reimbursable Expenses

Trip Charge	per trip	50.00
Mileage	per mile	0.85

Laboratory Testing and Equipment

Standard Field Equipment	per day	25.00
Fall Protection Equipment (Harness and Lanyard)	per day	75.00
Olsson-Supplied Anchorage for Fall Protection	per day	150.00
Asphalt Extraction/Gradation	per test	200.00
Air Voids	per test	45.00
Bulk Specific Gravity (1 pt)	per test	50.00
Gyratory Comp/Bulk Specific Gravity 2-pt	per test	320.00
Marshall Density (3 pt)	per test	240.00
Marshall Stability/Flow (3 pt)	per test	330.00
Theoretical Max Specific Gravity	per test	155.00
Gradation - Sieve Analysis <3/4"	per test	135.00
Gradation - Sieve Analysis >3/4"	per test	220.00
Oversize Particle Correction	per test	125.00
Proctor - Standard	per test	220.00
Proctor - Standard w/Chem Additive	per test	290.00
Atterberg Limit	per test	125.00
Gradation - Hydrometer	per test	210.00
Compressive Strength - Cyl. Concrete	per test	25.00
Core Machine	per day	250.00

*Services provided on Saturday, Sunday, Holidays, and in excess of 8-hours/day will be charged at 1.5 times the unit fee. A 3-hour minimum will apply to all field technician services – 4-hour minimum to all steel technician services.

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

Council approval is requested to authorize the City Manager to approve a construction contract with Abay Construction inc., for an amount not to exceed \$2,006,013, including authorizing future minor change orders not to exceed \$200,601.30 and/or time extensions as part of the Rockwood Storm Drainage Improvements Project (No. 132202). **Approved**

Recommendations:

Council approval is recommended.

Background:

There were four construction bids on this project:

Abay Construction, \$2,006,013.00
Inc.

Genesis \$2,586,828.80
Environmental
Solutions, Inc.

Linaweaver \$2,670,254.00
Construction, Inc.

Wiedenmann, Inc. \$2,609,637.00

City staff verified that Abay Construction, Inc. has successfully and satisfactorily completed similar projects for other municipalities in the area. Their bid is being recommended for approval of this contract.

The Rockwood Storm Drainage Improvement Project (No. 132202) addresses historic flooding complaints generally north of Winner Road, between Hedges and Ralston, in the Rock Creek Watershed. The project is eligible for up to \$1,843,895 in American Relief Plan Act (ARPA) federal funding through the Missouri Department of Natural Resources (MDNR), with a required City match of up to \$475,470.

Emergency Justification:**Fiscal Impact:**

The fiscal impact to the City is \$2,206,614.30, including contingency. Funding for the Rockwood Storm Drainage Improvements Project (No. 132202) is included in the FY 2025 budget (page 203), under account number 132202-C-0587058-5406. This project is eligible for up to \$1,843,895 in ARPA grant fund reimbursement through the Missouri Department of Natural Resources (MDNR), with a required 20% City match of up to \$475,470.

Council Action:

Department / Contact	Municipal Services /
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REVIEWERS

Richard Kemple
Jeremy Cover
Melissa Cabrera
Zachary Walker
Susanne Holland

ATTACHMENTS:

1. Official Bid Tab Summary - ITB #132202- Rockwood Storm Drainage Project No. 132202
2. Management Analyst Rockwood Storm Drainage Memo
3. Construction Contract - Abay - Rockwood SW - Project No. 132202

Invitation to Bid #132202 - Bid Tabulation Results
Rockwood Storm Drainage Improvement Project
City Project No. 132202
ARPA ID: DNR-SW-B11A1D4DA5F7
8-Nov-24

<u>Contractor</u>	<u>Base Bid</u>	<u>Alt 1</u>	<u>Alt 2</u>	<u>*FA</u>	<u>Bid Total</u>
Abay Construction, Inc.	\$1,225,190.00	\$334,331.00	\$ 336,492.00	\$ 110,000.00	\$ 2,006,013.00
Genesis Evironmental Solutions, Inc.	\$1,592,601.67	\$458,142.83	\$ 426,065.00	\$ 110,000.00	\$ 2,586,828.80
Linaweaver Construction, Inc.	\$1,630,804.00	\$467,385.00	\$ 462,065.00	\$ 110,000.00	\$ 2,670,254.00
Wiedenmann, Inc.	\$1,588,248.00	\$483,869.00	\$ 427,520.00	\$ 110,000.00	\$ 2,609,637.00

*FA: Force Account total not included in original bid documentation



MEMORANDUM

DATE: February 5th, 2025
TO: Honorable Mayor & Members of the City Council
FROM: Andrew R. Frazier, Management Analyst
SUBJECT: Rockwood Storm Drainage Improvement Project



I have reviewed the contract information to ensure compliance with the contracting process per Section 1.43.007(D) of the City Code: The Management Analyst shall audit all proposed City contracts anticipated to cost in excess of \$2,000,000.00 or scheduled to be in effect for more than 12 months and anticipated to cost in excess of \$500,000.00 prior to the proposed contracts being submitted to the City Council.

Before you is a consent item, on the Agenda, that authorizes the City Manager to enter into agreements with Abay Construction, Inc. in the amount of \$2,006,013.00 as part of the Rockwood Storm Drainage Improvement Project. The extent of work includes mobilization, tree removals, street cuts, Sanitary Sewer Pipe laying, and all appurtenant work associated with this project.

City staff have provided the me with all relevant documentation under the bidding process, including verifying actions related to the bidding process. This agreement is satisfactory, and all parties have fulfilled their obligations as required.

Per Section 34.040 of the Missouri Revised Statutes regarding Competitive Bidding and Chapter 8, Article 6 of the Independence Code, the Municipal Services received four bids after being published on the public purchase website for 30 days. In addition to the Abay Construction, Inc. bid, Municipal Services received three other bids: one from Genesis Environmental Solutions, Inc. totaling \$2,586,828.80, one from Linaweaver Construction, Inc totaling \$2,670,254.00, and one from Wiedenmann, Inc totaling \$2,609,637.00. The Municipal Services staff reviewed each of the firm's qualifications and decided to pursue Abay Construction, Inc bid of \$2,006,013.00. The bid is complete and the lowest of the finalists.

Abay Construction, Inc. is headquartered in Kansas City, MO. They have provided professional references, personnel qualifications, a list of current and past projects, worker's compensation data, certificate documentation of authority allowing business in Missouri, OSHA Safety Program



affidavit, and bid bond.

All bid documents have been reviewed, and I find no provision that would be considered harmful or unacceptable to the City.

Please let me know if you should have any further questions regarding this matter.

Respectfully,

Andrew R. Frazier, MPA,
Management Analyst

- C. Zachary Walker, City Manager
Lisa Reynolds, Director of Municipal Services
Susanne Holland, City Clerk

CONTRACT AGREEMENT

THIS AGREEMENT, made and entered into this 17th day of February of 2025, by and between the CITY OF INDEPENDENCE, MISSOURI, acting through the City Manager, thereunto duly authorized to do so, Party of the First Part and hereinafter called the Owner; and Abay Construction, Inc., a Corporation of the State of Missouri, Party of the Second Part hereinafter called the Contractor, WITNESSETH:

THAT WHEREAS the Owner has caused to be prepared, in accordance with the law, specifications, plans and other contract documents for the work herein described, and has approved and adopted said documents, and has caused to be published in the manner for the time required by law, an advertisement for and in connection with the construction of items in accordance with the terms of this contract known as Rockwood Storm Drainage Improvements Project No. 132202; and,

Whereas the said Contractor, in response to such advertisement, has submitted to the Owner in the manner and at the time specified, a sealed Proposal in accordance with the terms of said advertisement; and,

Whereas the Owner, in the manner prescribed by law, has publicly opened, examined and canvassed the Proposals submitted in response to the published invitation therefore, and as a result of such canvass has determined and declared the aforesaid Contractor to be the lowest or best bidder for the said work and has duly awarded to the said Contractor a contract therefore, for the sum or sums named in the Contractor's Proposal, a copy therefore being attached to and made a part of this contract agreement.

NOW, THEREFORE, in consideration of the compensation to be paid to the Contractor and of the mutual agreements herein contained, the Parties to these presents have agreed and hereby agree, the Owner for itself and it's successors, and the Contractor for itself or themselves, or it's, or their successors and assigns, or it's or their executors and administrators, as follows:

ARTICLE 1. That the Contractor shall

- a. furnish all tools, equipment, supplies, insurance, superintendence, transportation and other construction accessories, services and facilities;
- b. furnish all materials, supplies and equipment specified and required to be incorporated in and form a permanent part of the completed work;
- c. provide and perform the necessary labor and, in a good, substantial and workmanlike manner, in accordance with the general provisions and technical specifications of this contract, which are attached hereto and made a part hereof, and in conformity with the contract plans and specifications designated and identified therein;

- d. make payment of all wages in conformance with the official schedule of wage rates as determined by the Labor and Industrial Relations Commission of the Missouri Department of Labor and Industrial Relations, and in compliance with the Prevailing Wage Law of Missouri, all as set forth in the general provisions which are attached hereto and made a part hereof by reference, perform and observe all of the terms, agreements, requirements and conditions contained in the general provisions and technical specifications which are attached hereto and made a part hereof by reference;
- e. execute, construct and complete all work included in and covered by the Owner's official award of this contract to the said Contractor, such award being based on the acceptance by the Owner of the Contractor's Proposal (or part thereof if Owner so elects).

ARTICLE 2. That the Owner shall pay to the Contractor for the performance of the work embraced in this contract, and the Contractor will accept as full compensation therefore, a sum (subject to change orders approved by the City Council) not to exceed Two-million, Six-Thousand, Thirteen and 00/100 Dollars (\$ 2,006,013.00) for all work covered by and included in the contract award and designated in the foregoing Article 1; payment thereof to be made in the manner provided in the general provisions hereto attached.

ARTICLE 3. That the Contractor shall start work on, or within ten (10) days following the date of a written order from the Owner to the Contractor to proceed with the work to be performed under the provisions of this contract, or on a subsequent date designated and authorized by the Owner in said order, and that the Contractor shall complete said work within (360) calendar days from and after the date of, or subsequent date authorized in, said order by the Owner to proceed.

ARTICLE 4. This Contract Agreement shall be governed by the laws of the State of Missouri. The Owner and the Contractor agree that performance of this Contract Agreement will be deemed to have occurred in the State of Missouri and that Contractor's performance under this Contract Agreement will be deemed the transaction of business in Missouri. Jurisdiction and venue for any claim or cause of action arising under this Contract Agreement shall be exclusively in the Sixteenth Judicial Circuit of Missouri and the Contractor submits to personal jurisdiction of and waives any personal jurisdiction or inconvenient forum objection to, that court.

IN WITNESS WHEREOF, the parties hereto have executed this contract as of the day and year

first above written.

CITY OF INDEPENDENCE MISSOURI

Party of the First Part (Owner)

By _____
Zachary Walker, City Manager

ATTEST:

Susanne Holland, City Clerk

Party of the Second Part
(Contractor)

By _____

SEAL:

Address

ATTEST:

City & State

Corporate Secretary

The foregoing contract and bond(s) are in due form according to law and are hereby approved.

ATTORNEY FOR OWNER:

Jeremy Cover, City Counselor

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

Council approval is requested to authorize the City Manager to approve a construction contract with SHE DIGS IT, LLC for an amount not to exceed \$5,012,318, including authorization for future minor change orders not to exceed \$501,231.80 and/or time extensions as part of the Rock Creek Corrugated Metal Pipe Repair and Replacement Phase 2 Project (No. 132402-2). **Approved**

Recommendations:

Council approval is recommended.

Background:

There were 2 construction bids for this project:

<u>Contractor</u>	<u>Base Bid</u>	<u>Total Bid</u>
SHE DIGS IT, LLC	\$2,942,648.00	\$ 7,914,158.00
Genesis Environmental Solutions, inc.	\$3,735,040.74	\$10,095,009.87

After reviewing the bids in relation to the available budget for this project, it was determined that the construction contract would proceed, including the base bid and eight additional bid alternates, for a total contract amount of \$5,012,318.

SHE DIGS IT, LLC has successfully and satisfactorily completed similar projects for the City in the past. Their bid is recommended for approval for this contract.

The Rock Creek Corrugated Metal Pipe (CMP) Repair and Replacement Project (No. 132402) will address corrosion and structural failure of existing corrugated metal storm drainage pipes throughout the Rock Creek Watershed. This project is eligible for up to \$5 million in American Rescue Plan Act (ARPA) funding through the Missouri Department of Natural Resources (MDNR), with a required 20% City match of up to \$1 million. The project has been divided into two construction phases to better align with the timeline set forth by MDNR.

Emergency Justification:**Fiscal Impact:**

The fiscal impact to the City is \$5,513,549.80, including contingency. Funding for the Rock Creek CMP Repair and Replacement Project (No. 132402) is included in the FY 24-25 budget (page 203), under account number 132402-C-0587058-5406. This project is eligible for up to

\$5,000,000 in ARPA grant fund reimbursement through the Missouri Department of Natural Resources (MDNR), with a required 20% City match of up to \$1,000,000.

Council Action:

Department / Contact	Municipal Services /
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REVIEWERS

Richard Kemple
Jeremy Cover
Melissa Cabrera
Zachary Walker
Susanne Holland

ATTACHMENTS:

1. Official Bid Tab Summary - ITB #132402 - Rock Creek CMP Repair And Replacement PH. 2- Project No. 132402-2
2. Final Bid Alt Selection- Rock Creek CMP Repair And Replacement PH. 2- Project No. 132402-2
3. Management Analyst Rock Creek CMP Phase II Memo
4. Construction Contract - SHEDIGS IT - Rock Creek Phase 2 - Project No. 132402-2

Invitation to Bid #132402- Bid Tabulation Results
Rock Creek CMP Repair and Replacement - Ph. 2
CITY PROJECT NO. 132402-2
ARPA ID: DNR-SW-2266672BA739
24-Oct-24

<u>Contractor</u>	<u>Base Bid</u>	<u>Total Bid</u>
SHEDIGS IT, LLC	\$ 2,942,648.00	\$ 7,914,158.00
Genesis Environmental Solutions, Inc.	\$ 3,735,040.74	\$ 10,095,009.87

Invitation to Bid #132402- Bid Tabulation Results
Rock Creek CMP Repair and Replacement - Ph. 2
CITY PROJECT NO. 132402-2
ARPA ID: DNR-SW-2266672BA739
24-Oct-24

FINAL BID ALT SELECTIONS

SHEDIGS IT, LLC	<u>Contractor</u>	Base Bid	\$ 2,942,648.00
		Map I	\$ 350,280.00
		Map J	\$ 38,526.00
		Map L	\$ 246,003.00
		Map M	\$ 112,445.00
		Map N	\$ 34,372.00
		Map O	\$ 818,358.00
		Map U	\$ 181,478.00
		Map AO	\$ 128,208.00
		Force Account	\$ 160,000.00
		<u>Contract Total</u>	\$ 5,012,318.00



MEMORANDUM



DATE: February 5th, 2025

TO: Honorable Mayor & Members of the City Council

FROM: Andrew R. Frazier, Management Analyst

SUBJECT: Rock Creek Watershed Corrugated Metal Pipe Repair & Replacement CIP Phase II

I have reviewed the contract information to ensure compliance with the contracting process per Section 1.43.007(D) of the City Code: The Management Analyst shall audit all proposed City contracts anticipated to cost in excess of \$2,000,000.00 or scheduled to be in effect for more than 12 months and anticipated to cost in excess of \$500,000.00 prior to the proposed contracts being submitted to the City Council.

Before you is a consent item, on the Agenda, that authorizes the City Manager to enter into agreements with SHE DIGS IT, LLC in the amount of \$5,012,318.00 as part of the Rock Creek Watershed Corrugated Metal Pipe (CMP) Repair & Replacement CIP Phase II. The extent of work includes mobilization, tree removals, street cuts, CMP laying, and all appurtenant work associated at the various sites for this Phase II project.

City staff have provided the me with all relevant documentation under the bidding process, including verifying actions related to the bidding process. This agreement is satisfactory, and all parties have fulfilled their obligations as required. The contract with SHEDIGS IT reflects the base bid, 8 bid alternate locations, and a force account for the Rock Creek Watershed CMP Repair & Replacement CIP Phase II.

Per Section 34.040 of the Missouri Revised Statutes regarding Competitive Bidding and Chapter 8, Article 6 of the Independence Code, the Municipal Services received two bids after being published on the public purchase website for 30 days. In addition to the SHEDIGS IT, LLC bid, Municipal Services received one other bid from Genesis Environmental Solutions, Inc. totaling \$10,095,009.87. The Municipal Services staff reviewed each of the firm's qualifications and decided to pursue SHEDIGS IT, LLC bid of \$5,012,318.00. The bid is complete and the lowest of the two finalists.

SHEDIGS IT, LLC is headquartered in Blue Springs, MO. They have provided professional references, personnel qualifications, a list of current and past projects, worker's compensation



data, certificate documentation of authority allowing business in Missouri, OSHA Safety Program affidavit, and bid bond.

All bid documents have been reviewed, and I find no provision that would be considered harmful or unacceptable to the City.

Please let me know if you should have any further questions regarding this matter.

Respectfully,

A handwritten signature in black ink, appearing to read "Andrew R. Frazier".

Andrew R. Frazier, MPA,
Management Analyst

- C. Zachary Walker, City Manager
Lisa Reynolds, Director of Municipal Services
Susanne Holland, City Clerk

CONTRACT AGREEMENT

THIS AGREEMENT, made and entered into this 17th day of February of 2025, by and between the CITY OF INDEPENDENCE, MISSOURI, acting through the City Manager, thereunto duly authorized to do so, Party of the First Part and hereinafter called the Owner; and
SHEDIGS IT, LLC,
a LLC of the State of Missouri, Party of the Second Part hereinafter called the Contractor, WITNESSETH:

THAT WHEREAS the Owner has caused to be prepared, in accordance with the law, specifications, plans and other contract documents for the work herein described, and has approved and adopted said documents, and has caused to be published in the manner for the time required by law, an advertisement for and in connection with the construction of items in accordance with the terms of this contract known as Rock Creek CMP Repair and Replacement Ph. 2 Project No. 132402-2 ; and,

Whereas the said Contractor, in response to such advertisement, has submitted to the Owner in the manner and at the time specified, a sealed Proposal in accordance with the terms of said advertisement; and,

Whereas the Owner, in the manner prescribed by law, has publicly opened, examined and canvassed the Proposals submitted in response to the published invitation therefore, and as a result of such canvass has determined and declared the aforesaid Contractor to be the lowest or best bidder for the said work and has duly awarded to the said Contractor a contract therefore, for the sum or sums named in the Contractor's Proposal, a copy therefore being attached to and made a part of this contract agreement.

NOW, THEREFORE, in consideration of the compensation to be paid to the Contractor and of the mutual agreements herein contained, the Parties to these presents have agreed and hereby agree, the Owner for itself and it's successors, and the Contractor for itself or themselves, or it's, or their successors and assigns, or it's or their executors and administrators, as follows:

ARTICLE 1. That the Contractor shall

- a. furnish all tools, equipment, supplies, insurance, superintendence, transportation and other construction accessories, services and facilities;
- b. furnish all materials, supplies and equipment specified and required to be incorporated in and form a permanent part of the completed work;
- c. provide and perform the necessary labor and, in a good, substantial and workmanlike manner, in accordance with the general provisions and technical specifications of this contract, which are attached hereto and made a part hereof, and in conformity with the contract plans and specifications designated and identified therein;

- d. make payment of all wages in conformance with the official schedule of wage rates as determined by the Labor and Industrial Relations Commission of the Missouri Department of Labor and Industrial Relations, and in compliance with the Prevailing Wage Law of Missouri, all as set forth in the general provisions which are attached hereto and made a part hereof by reference, perform and observe all of the terms, agreements, requirements and conditions contained in the general provisions and technical specifications which are attached hereto and made a part hereof by reference;
- e. execute, construct and complete all work included in and covered by the Owner's official award of this contract to the said Contractor, such award being based on the acceptance by the Owner of the Contractor's Proposal (or part thereof if Owner so elects).

ARTICLE 2. That the Owner shall pay to the Contractor for the performance of the work embraced in this contract, and the Contractor will accept as full compensation therefore, a sum (subject to change orders approved by the City Council) not to exceed Five-Million, Twelve-Thousand, Three-Hundred Eighteen and 00/100 Dollars (\$ 5,012,318.00) for all work covered by and included in the contract award and designated in the foregoing Article 1; payment thereof to be made in the manner provided in the general provisions hereto attached.

ARTICLE 3. That the Contractor shall start work on, or within ten (10) days following the date of a written order from the Owner to the Contractor to proceed with the work to be performed under the provisions of this contract, or on a subsequent date designated and authorized by the Owner in said order, and that the Contractor shall complete said work within (180) working days from and after the date of, or subsequent date authorized in, said order by the Owner to proceed.

ARTICLE 4. This Contract Agreement shall be governed by the laws of the State of Missouri. The Owner and the Contractor agree that performance of this Contract Agreement will be deemed to have occurred in the State of Missouri and that Contractor's performance under this Contract Agreement will be deemed the transaction of business in Missouri. Jurisdiction and venue for any claim or cause of action arising under this Contract Agreement shall be exclusively in the Sixteenth Judicial Circuit of Missouri and the Contractor submits to personal jurisdiction of and waives any personal jurisdiction or inconvenient forum objection to, that court.

IN WITNESS WHEREOF, the parties hereto have executed this contract as of the day and year

first above written.

CITY OF INDEPENDENCE MISSOURI

Party of the First Part (Owner)

By _____
Zachary Walker, City Manager

ATTEST:

Susanne Holland, City Clerk

Party of the Second Part
(Contractor)

By _____

SEAL:

Address

ATTEST:

City & State

Corporate Secretary

The foregoing contract and bond(s) are in due form according to law and are hereby approved.

ATTORNEY FOR OWNER:

Jeremy Cover, City Counselor

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

Council approval is requested to authorize the City Manager to approve a construction contract with All Pro Asphalt & Maintenance, LLC for an amount not to exceed \$68,714.93, including authorization for future minor change orders not to exceed \$6,871.49 and/or time extensions for crack-filling operations as part of the Pavement Preventative Maintenance Operations Project (No. 112201-9). **Approved**

Recommendations:

Council approval is recommended.

Background:

This is a contract for the crack filling portion of the annual pavement maintenance program. There were 3 construction bids for this project:

All Pro Asphalt & Maintenance, LLC	\$68,714.93
Vance Brothers, Inc. Pavement Management, LLC	\$93,247.84
	94,236.25

City staff has verified that All Pro Asphalt & Maintenance, LLC has successfully and satisfactorily completed similar projects for other municipalities in the area. Their bid is recommended for approval for this contract.

The Pavement Maintenance Operations Project (No. 112201) funds annual contracted pavement maintenance. These operations include overlay, sealing, and crack-filling for designated streets throughout the City.

Emergency Justification:**Fiscal Impact:**

The fiscal impact to the City is \$75,586.42, including contingency. Funding for the Pavement Preventative Maintenance Operations Project (No. 112201) is included in the FY 2025 budget (page 203), under account number 112201-C-0517051-5406.

Council Action:

Department / Contact	Municipal Services /
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REVIEWERS

Richard Kemple
Jeremy Cover
Melissa Cabrera
Zachary Walker
Susanne Holland

ATTACHMENTS:

1. Official Bid Tab - ITB#24070 - CrackFilling Operations Bid Tabulation - 112201-9
2. Construction Contract - All Pro Asphalt & Maintenance - Crackfilling Project No. 112201-9

Invitation to Bid #24070 - Bid Tabulation Results
Preventative Maintenance Program - Crack Filling Operations
CITY PROJECT NO. 112201-9
20-Dec-24

<u>Contractor</u>	<u>Bid Total</u>	<u>Submitted Total</u>
All Pro Asphalt & Maintenance, LLC*	\$ 58,721.32	\$ 68,714.93
Vance Brothers, Inc.	\$ 93,247.84	\$ 93,247.84
Pavement Management, LLC	\$ 94,236.25	\$ 94,236.25

**Denotes administrative correction*

CONTRACT AGREEMENT

THIS AGREEMENT, made and entered into this 17th day of February of 2025, by and between the CITY OF INDEPENDENCE, MISSOURI, acting through the City Manager, thereunto duly authorized to do so, Party of the First Part and hereinafter called the Owner; and
All Pro Asphalt & Maintenance, LLC,
a LLC of the State of Missouri, Party of the Second Part hereinafter called the Contractor, WITNESSETH:

THAT WHEREAS the Owner has caused to be prepared, in accordance with the law, specifications, plans and other contract documents for the work herein described, and has approved and adopted said documents, and has caused to be published in the manner for the time required by law, an advertisement for and in connection with the construction of items in accordance with the terms of this contract known as Pavement Maintenance Crack Filling Operations Project No. 112201-9; and,

Whereas the said Contractor, in response to such advertisement, has submitted to the Owner in the manner and at the time specified, a sealed Proposal in accordance with the terms of said advertisement; and,

Whereas the Owner, in the manner prescribed by law, has publicly opened, examined and canvassed the Proposals submitted in response to the published invitation therefore, and as a result of such canvass has determined and declared the aforesaid Contractor to be the lowest or best bidder for the said work and has duly awarded to the said Contractor a contract therefore, for the sum or sums named in the Contractor's Proposal, a copy therefore being attached to and made a part of this contract agreement.

NOW, THEREFORE, in consideration of the compensation to be paid to the Contractor and of the mutual agreements herein contained, the Parties to these presents have agreed and hereby agree, the Owner for itself and it's successors, and the Contractor for itself or themselves, or it's, or their successors and assigns, or it's or their executors and administrators, as follows:

ARTICLE 1. That the Contractor shall

- a. furnish all tools, equipment, supplies, insurance, superintendence, transportation and other construction accessories, services and facilities;
- b. furnish all materials, supplies and equipment specified and required to be incorporated in and form a permanent part of the completed work;
- c. provide and perform the necessary labor and, in a good, substantial and workmanlike manner, in accordance with the general provisions and technical specifications of this contract, which are attached hereto and made a part hereof, and in conformity with the contract plans and specifications designated and identified therein;

- d. make payment of all wages in conformance with the official schedule of wage rates as determined by the Labor and Industrial Relations Commission of the Missouri Department of Labor and Industrial Relations, and in compliance with the Prevailing Wage Law of Missouri, all as set forth in the general provisions which are attached hereto and made a part hereof by reference, perform and observe all of the terms, agreements, requirements and conditions contained in the general provisions and technical specifications which are attached hereto and made a part hereof by reference;
- e. execute, construct and complete all work included in and covered by the Owner's official award of this contract to the said Contractor, such award being based on the acceptance by the Owner of the Contractor's Proposal (or part thereof if Owner so elects).

ARTICLE 2. That the Owner shall pay to the Contractor for the performance of the work embraced in this contract, and the Contractor will accept as full compensation therefore, a sum (subject to change orders approved by the City Council) not to exceed Fifty-Eight Thousand, Seven Hundred Twenty-One and 32/100 Dollars (\$ \$58,721.32) for all work covered by and included in the contract award and designated in the foregoing Article 1; payment thereof to be made in the manner provided in the general provisions hereto attached.

ARTICLE 3. That the Contractor shall start work on, or within ten (10) days following the date of a written order from the Owner to the Contractor to proceed with the work to be performed under the provisions of this contract, or on a subsequent date designated and authorized by the Owner in said order, and that the Contractor shall complete said work within (60) working days from and after the date of, or subsequent date authorized in, said order by the Owner to proceed.

ARTICLE 4. This Contract Agreement shall be governed by the laws of the State of Missouri. The Owner and the Contractor agree that performance of this Contract Agreement will be deemed to have occurred in the State of Missouri and that Contractor's performance under this Contract Agreement will be deemed the transaction of business in Missouri. Jurisdiction and venue for any claim or cause of action arising under this Contract Agreement shall be exclusively in the Sixteenth Judicial Circuit of Missouri and the Contractor submits to personal jurisdiction of and waives any personal jurisdiction or inconvenient forum objection to, that court.

IN WITNESS WHEREOF, the parties hereto have executed this contract as of the day and year

first above written.

CITY OF INDEPENDENCE MISSOURI

Party of the First Part (Owner)

By _____
Zachary Walker, City Manager

ATTEST:

Susanne Holland, City Clerk

Party of the Second Part
(Contractor)

By _____

SEAL:

Address

ATTEST:

City & State

Corporate Secretary

The foregoing contract and bond(s) are in due form according to law and are hereby approved.

ATTORNEY FOR OWNER:

Jeremy Cover, City Counselor

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

Council approval is requested to authorize the City Manager to enter into an agreement with the Independence School District for the District to acquire Crysler Stadium. **Approved**

Recommendations:

Council approval is recommended.

Background:

The City has been working with the Independence School District so that the District could acquire, improve, and maintain Crysler Stadium. This Agreement allows for the property to be transferred to the District, who agrees to utilize it exclusively for holding sporting events, athletic practices, and related activities, while preserving the City's rights as they relate to the future use and development of the property.

Emergency Justification:**Fiscal Impact:****Council Action:**

Department / Contact	Legal /
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REVIEWERS

Melissa Cabrera
Jeremy Cover
Melissa Cabrera
Zachary Walker
Susanne Holland

ATTACHMENTS:

1. Purchase and Development Agreement between COI and ISD for Crysler Stadium, 1-22-25

PURCHASE AND DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AND PURCHASE AGREEMENT (“Agreement”) is made and entered into this _____ day of _____, 2025, by and between the City of Independence, Missouri (“Seller”), a Missouri municipal corporation, and the Independence School District (“Buyer”). The Seller and Buyer may hereinafter also be referred to individually as the “Party” and collectively as the “Parties.”

WHEREAS, Seller owns real property in the City of Independence, Missouri, commonly referred to as Crysler Stadium; and

WHEREAS, Buyer desires to purchase said property belonging to Seller, make improvements thereto, and utilize for sporting events; and

WHEREAS, Seller is agreeable to selling said property to Buyer, under certain conditions.

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the Parties hereby covenant and agree as follows:

1. **Property.** The property being sold, hereinafter referred to as the “Property”, is located within the corporate boundaries of the City of Independence, Jackson County, Missouri, with a mailing address of 2301 South Crysler, Avenue, Independence, Missouri, 64055, and legally described in **Exhibit 1**, which is attached hereto and incorporated by reference.

2. **Transaction.** Subject to the terms and conditions herein, at Closing, Seller agrees to sell, convey, assign, transfer, and deliver to Buyer, and Buyer agrees to purchase and acquire from Seller, all of the rights, title, and interest of the Seller in and to the Property.

3. **Purchase Price.** The purchase price for the Property shall be One Dollar (\$1.00).

4. **Closing.** The closing of the transaction contemplated by this Agreement (the “Closing”) shall take place within forty-five (45) days following the execution of this Agreement (the “Closing Date”), unless otherwise agreed to in writing by the Parties, at a location agreeable to the Parties.

5. **Additional Costs.**

a. **Seller’s Transaction Costs.** Seller shall pay its own costs accrued in contemplation of the transaction, including legal costs and fifty percent (50%) of any appraisal.

b. **Buyer’s Transaction Costs.** Buyer shall pay its own costs accrued in contemplation of the transaction, including: i) fees and expenses incurred in connection with any inspections or other due diligence activities, including any environmental, engineering, zoning, or other similar third-party reports, and fifty percent (50%) of any appraisal; ii) all title charges and survey costs, including premium on any title policy; iii) any sales or similar tax and recording charges associated with the conveyance of the Property; iv) any mortgage tax, title

insurance fees, or expenses for any loan title insurance policies, or recording charges; v) all closing fees and expenses incurred by Seller or Buyer; vi) the costs for obtaining any title endorsements or extended coverage to any title policy; vii) the fees and expenses of its own attorneys, accountants, advisors, and consultants; viii) all charges for recording and/or filing the deed or any other documents in relation to the transaction. All other fees, costs, and expenses not expressly addressed herein shall be paid by Buyer.

6. **Due Diligence.** Buyer shall have a period of thirty (30) days following the execution of this Agreement (the “Due Diligence Period”) to complete the Buyer’s due diligence on the Property.
 - a. Buyer may terminate this Agreement at any time during the Due Diligence Period for any reason whatsoever in the Buyer’s sole discretion by providing written termination to the Seller, whereupon the Agreement shall termination without further recourse to either Party.
 - b. At the end of the Due Diligence Period, Buyer shall be considered to have accepted the Property in its existing conditions. In the absence of a written termination notice, as described above in **Section 6.a.**, Buyer shall be deemed to have completed all inspection and other due diligence necessary to accept this Agreement and to proceed to Closing.
7. **Title Insurance.**
 - a. Within fifteen (15) days after this Agreement is entered into, Seller shall deliver to Buyer a commitment for an ATLA form owner’s policy of title insurance naming Buyer as the proposed insured, in the full amount of the Purchase Price, issued by a national title company (the “Title Commitment”), which shall be subject to Purchaser’s review during the Due Diligence Period.
 - b. If the Title Commitment evidences any encumbrances on Seller’s title or any defects on Seller’s title to which Buyer objects, Buyer shall notify Seller within ten (10) days after the receipt of the Title Commitment. After such ten (10) days have passed, Buyer shall be deemed to have accepted any such encumbrances or defects shown in the Title Commitment.
 - c. Buyer shall be responsible for all costs and expenses associated with the Title Commitment and the resulting title policy.
8. **Deed.** At Closing, Seller shall deliver to Purchaser a General Warranty Deed in substantially the same form as attached hereto as **Exhibit 2**, conveying marketable fee simple title, subject to the Right of First Refusal as described herein.
9. **Appraisal.** The Parties shall commission an appraisal of the Property, to be performed by a licensed appraiser who is mutually agreeable to the Parties.
10. **Right of First Refusal.**
 - a. Seller and Buyer hereby acknowledge and agree that if Buyer ever desires to sell, transfer, or otherwise dispose of the Property, or ceases utilizing the Property as stated in **Section 10** for more than three hundred sixty-five (365) days, Buyer must

notify Seller within fifteen (15) days of any of the following: i) discussions with outside parties regarding such disposal of the Property; ii) marketing of the Property for sale; iii) issuance of a request for proposals, invitation to bid, or similar process seeking proposals from the public for the purchase of the Property; or iv) any conversations, offers, or proposals which could reasonably constitute a potential sale or change in use of the Property.

- b. Seller shall respond within thirty (30) days of receipt of such notice and notify Buyer if it is interested in exercising its Right of First Refusal under this Agreement. Seller's right includes the right to respond to Buyer's notice and the right to enforce this Agreement through all available judicial means.
- c. If Seller is interested in exercising its Right of First Refusal under this Agreement, then the Parties shall commission an appraisal of the Property, to be performed by a licensed appraiser who is mutually agreeable to the Parties.
- d. The purchase price available to Seller under this Right of First Refusal shall be the difference between the appraisal performed prior to the Closing and the appraisal performed following Buyer's notice to Seller as outlined in this section.
- e. Seller and Buyer agree to use reasonable efforts to come to an agreement for Seller's repurchase of the Property if Seller exercises its Right of First Refusal.
- f. This Right of First Refusal shall survive termination of this Agreement and shall continue until the earlier of: i) ten (10) years from the date of the Agreement; or ii) conveyance of the Property in fee simple to Seller or to a third party pursuant to the Right of First Refusal described herein. Seller and Buyer further agree to execute a Memorandum of Right of First Refusal for recording with the Jackson County Recorder of Deeds.

11. **Use of Property.** Buyer recognizes and agrees that the Property is a community asset and shall be improved and preserved in a manner consistent therewith, and shall be utilized exclusively for holding sporting events, athletic practices, and related activities.

12. **Condition of Property.** Buyer acknowledges and agrees that the purchase of the Property is on an "as is," "where is," and "with all faults" basis, subject to ordinary wear and tear from the effective date of this Agreement until Closing, and except as expressly provided herein, Seller has no obligation to repair any damage to or defect in the Property, to replace any of the Property, or to otherwise remedy any matter affecting the condition of the Property. The Property shall be maintained in its current condition and shall be delivered at Closing in the same condition as it is in at the time of the expiration of the Due Diligence Period. If, before Closing, all or any part of the Property is destroyed or materially damaged after the Due Diligence Period, Seller shall promptly deliver written notice to Buyer of such event. Upon receipt of such notice, Buyer may reinspect the Property and may, by written notice to Seller within ten days after receiving such notice, terminate this Agreement.

13. **Termination.** If this Agreement is terminated by either Party pursuant to a right expressly given in this Agreement, this Agreement shall thereafter become void and have no effect, without any liability on the part of either Party, other than the provisions of this Agreement which expressly survive termination.

14. **Default.** Seller or Buyer shall be in default under this Agreement if either fails to comply with any material covenant, agreement, or obligation within any time limits required by this Agreement. Following a default by either the Seller or Buyer, the non-defaulting Party shall have the following available remedies:

- a. Buyer Default: If Buyer defaults, Seller may terminate this Agreement by written notice to the Buyer, and Seller and Buyer shall have no further rights or obligations under this Agreement, except those which expressly survive termination.
- b. Seller Default: If Seller defaults, Buyer may terminate this Agreement by written notice to the Seller and Buyer may pursue any remedy and damages available at law or in equity.

15. **Seller's Representations.** Seller represents and warrants to the Buyer as follows:

- a. Seller has no knowledge of any federal, state, county, or municipal tax liability or claim that has been filed or asserted against the Property.
- b. Seller has no knowledge of any condemnation proceeding or special assessment pending or threatened against all or any portion of the Property, or knowledge of any action, suit, proceeding, inquiry or investigation at law or in equity or before or by any court, public body of administrative agency is pending or threatened that will adversely affect the Property or Seller's obligations under this Agreement.
- c. Seller has no knowledge of any outstanding notices of any governmental authority that have been issued upon the Property requiring or calling attention to the need for any work, repairs, construction, or alterations or installations on or in connection with the Property.
- d. To the best of Seller's knowledge, the present use of the Property is in compliance with all material building, zoning, and subdivision codes, laws, regulations, rules, and orders.

16. **Amendments.** This Agreement shall not be effectively amended, changed, modified, altered or supplemented except with the written consent of both Seller and Buyer. Any waiver of any provision of this Agreement or any right or remedy hereunder must be affirmatively and expressly made in writing and shall not be implied from an action, course of dealing, or otherwise.

17. **Notices.** All notices given under this Agreement shall be in writing and shall be deemed valid when delivered in person or by mail, postage prepaid, to the following addresses, or such other addresses as either Party shall hereafter designate by notice given in accordance with this section:

Notices to Seller:	City of Independence, Missouri Attn: City Manager 111 E. Maple Ave. Independence, MO 64050
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Notices to Buyer:	Independence School District Attn: Superintendent 201 N. Forest Ave. Independence, MO 64050
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18. **Successors and Assigns.** This Agreement will inure to the benefit of and be binding upon the Parties and their permitted successors and assigns.

19. **Governing Law.** The terms of this Agreement and the rights and obligations of the Parties hereto shall be governed by and construed in accordance with the laws of the State of Missouri.

20. **Binding Effect.** The covenants and conditions contained in this Agreement shall apply to and bind the Parties, heirs, legal representatives, successors, and permitted assigns of the Parties.

21. **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties with regard to the subject matter hereof and supersedes all prior understandings or agreements of any kind between the Parties preceding the date of this Agreement. There are no other promises, conditions, understandings or other agreements, whether oral or written, relating to the subject matter of this Agreement.

22. **Severability.** If any provision of this Agreement shall be held to be invalid, illegal, or unenforceable in whole or in part, the remaining provisions shall not be affected and shall continue to be valid, legal and enforceable as though the invalid, illegal or unenforceable part had not been included in this Agreement.

23. **Joint Drafting.** The Parties hereto agree that this Agreement has been jointly drafted and each Party has read the terms and provisions of this Agreement, has had an opportunity to seek legal review of this Agreement, and have agreed to abide by the terms and provisions herein.

24. **Authority.** The undersigned represent that they each have the authority and capacity from the respective Parties to execute this Agreement.

25. **Sovereign Immunity.** The Parties preserve all immunities recognized at law. Nothing herein shall be construed as a waiver of Sovereign Immunity or Governmental Immunity by whatever name as set forth in common law, statutes, ordinances, regulations, the Missouri Constitution, and/or the United States Constitution, including but not limited to § 537.600 RSMo, et seq.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Commencement Date, which is indicated above.

SELLER:

CITY OF INDEPENDENCE, MISSOURI

By: _____
Zachary Walker, City Manager

BUYER:

INDEPENDENCE SCHOOL DISTRICT

By: _____
Dr. Dale Herl, Superintendent

Exhibit 1

Parcel #1

Address: 2301 S CRYSLER AVE, INDEPENDENCE, MO 64055

Parcel #: 26-440-06-01-00-0-00-000

Lot size: 261,666 Sq. Ft. or 6.01 acres

Legal Description: SEC 10 TWP 49 RNG 32; BEG AT CEN SEC TH S 450' TH E 796.5' TO RR TH N WI RR TO PT; E OF BEG TH W 65' TO POB

Parcel #2

Address: No Address Assigned by City

Parcel #: 26-440-06-57-00-0-00-000

Lot size: 157,582 Sq. Ft., or 3.62 acres

Legal Description: RNG-32 TWP-49 SEC-10; BEG 422.5' S AND 583.92' E OF NW COR SE 1/4 TH E 205' TH SE; 550' MOL TH W 400' MOL TH N TO POB (PARK)

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

25-705 A Resolution for approval of an agreement between the City of Independence, Missouri, and the Independence Chamber of Commerce for the operation of the Independence Economic Development Partnership. This was continued from January 21, 2025 and February 4, 2025. **Passes 7-0 Res. No. 7098**

Recommendations:

Staff recommends approval of the agreement for the operation of the Independence Economic Development Partnership.

Background:

On November 9, 2022, the City Council adopted Resolution 6872, which established the Independence Economic Development Partnership. The term of the initial contract was for a period of two-years. City and Chamber staff have drafted an updated agreement. The impactful changes between the proposed agreement and the agreement approved by Resolution 6872 include:

1. An increase in annual funding from \$140,000 to \$165,000.
2. The contract period will increase from two (2) to three (3) years.
3. Clarification that the Chamber Board and the City Council have equal input on how the Advisory Committee is selected, and that the Advisory Committee also advises the City Council.
4. Clarification that the division chairperson for economic development of the Chamber Board of Directors is the chairperson of the Advisory Committee, as outlined in the Chamber by-laws.
5. That the vice-chairperson of the Advisory Committee can be elected from the Advisory Committee, and does not need to be a member of the Chamber Board of Directors.
6. That an annual work plan be submitted to and approved by the City Council and Chamber Board of Directors.
7. An increase of spots on the Advisory Committee for the City from two (2) to six (6). Currently, one (1) City Council member and the City Manager serve on the Committee. The change will add another City Council member, the Assistant City Manager who oversees economic development, the Independence Power and Light Director and the Community Development Director.
 1. The Resolution attached appoints Councilmembers Fears and McCandless to the Advisory Committee on behalf of the City Council.

Emergency Justification:

Fiscal Impact:

The fiscal impact to the City is \$165,000. As the previous contract had a fiscal impact to the City of \$140,000, this contract is a \$25,000 increase. Funds are available for fiscal year 2024-25, and funds will need to be budgeted moving forward in fiscal years 2025-26, 2026-27, and 2027-28.

Funding for the Independence Economic Development Partnership is included in the fiscal year 2024-25 budget in the following areas:

- Page 182, account number 0306530-5240, Municipal Services Sanitary Sewer Non-Departmental (\$22,400).
- Page 195, account number 0406540-5240, Water Non-Departmental (\$29,400)
- Page 270, account number 0206520-5240, Power and Light Non-Departmental (\$88,200).

\$12,500 of the \$25,000 increase will come from the following areas for fiscal year 2024-25.

- Page 270, account number 0206520-5240, Power and Light Non-Departmental (\$5,000).
- Page 275, account number 0024205-5213, City Memberships Dues and Memberships (\$7,500)

The remaining \$12,500 of the \$25,000 increase will need to be budgeted in fiscal year 2025-26.

Council Action:

Department / Contact	City Manager /
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REVIEWERS

Jeremy Cover
Melissa Cabrera
Zachary Walker
Susanne Holland

ATTACHMENTS:

1. IEDP Resolution
2. City Chamber Economic Development Contract - 02-07-2025

BILL NO. _____

RESOLUTION NO. _____

A RESOLUTION APPROVING AN AGREEMENT BETWEEN THE CITY OF INDEPENDENCE, MISSOURI, AND THE INDEPENDENCE CHAMBER OF COMMERCE FOR THE OPERATION OF THE INDEPENDENCE ECONOMIC DEVELOPMENT PARTNERSHIP.

WHEREAS, the City believes it is important to support and promote quality development to create a sustainable community providing a high quality of life; and,

WHEREAS, on November 9, 2022, the City Council adopted Resolution 6872 which established the Independence Economic Development Partnership; and,

WHEREAS, Resolution 6872 established a two-year period of service; and,

WHEREAS, the Chamber has offered to continue to contract with the City for the implementation of programs to promote the general economic growth of the City; and,

WHEREAS, the City and the Chamber support the continuation of the Partnership for the purpose of promoting industrial, commercial, office and residential growth; and,

WHEREAS, the City deems it in the public interest to enter into this Agreement and agree to the operation of the Independence Economic Development Partnership for the above stated purposes of advancing, maintaining and encouraging economic development activities in the City.

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

Section 1. That the agreement between the City of Independence, Missouri and the Independence Chamber of Commerce for the operation of the Independence Economic Development Partnership is hereby approved.

Section 2. That Councilmember Jared Fears and Councilmember Bridget McCandless are appointed to the Advisory Committee of the Independence Economic Development Partnership on behalf of the City Council.

Section 3. That the City Manager of the City of Independence, Missouri, is hereby authorized and directed to execute, for and on behalf of said City the agreement between the City of Independence, Missouri and the Independence Chamber of Commerce for the operation of the Independence Economic Development Partnership.

PASSED THIS ____ DAY OF JANUARY 2025 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

AGREEMENT BETWEEN THE CITY OF INDEPENDENCE, MISSOURI AND THE
INDEPENDENCE CHAMBER OF COMMERCE FOR THE ESTABLISHMENT AND
OPERATION OF THE INDEPENDENCE ECONOMIC DEVELOPMENT PARTNERSHIP

THIS AGREEMENT made and entered effective the ____ day of _____, 2025 by and between the CITY OF INDEPENDENCE, a Missouri municipal corporation, hereinafter referred to as the "City" and the INDEPENDENCE CHAMBER OF COMMERCE, a Missouri not-for-profit corporation, hereinafter referred to as the "Chamber".

WITNESSETH:

WHEREAS, the City believes it is important to support and promote quality development to create a sustainable community providing a high quality of life; and

WHEREAS, the Chamber has offered to contract with the City for the implementation of programs to promote the general economic growth of the City; and

WHEREAS, the City and the Chamber support the creation of the Partnership for the purpose of promoting industrial, commercial, office and residential growth; and

WHEREAS, the City deems it in the public interest to enter into this Agreement and agree to the operation of the Independence Economic Development Partnership for the above stated purposes of advancing, maintaining and encouraging economic development activities in the City.

NOW THEREFORE, IT IS AGREED BETWEEN THE CITY AND THE CHAMBER THAT:

1. INDEPENDENCE ECONOMIC DEVELOPMENT PARTNERSHIP

- a. The Chamber shall continue to maintain and operate a division of the Chamber and a membership group known as the Independence Economic Development Partnership (the "IEDP") and it will operate as a public/private partnership. The function and purpose of the IEDP shall be promoting the economic welfare and growth of the City, including, but not limited to fostering and encouraging all facets of quality economic development which will have a significant impact on the economic growth of the City.
- b. All public sector and private sector funds received by the Chamber for participation in the IEDP shall be used for IEDP purposes.
- c. The Chamber Bylaws as established by the Chamber shall be consistent with the terms of this agreement. In the event of a conflict between the Chamber By Laws and this Agreement, the terms of this Agreement shall be controlling and, if required, the Chamber shall amend the Bylaws accordingly.

2. IEDP COMMITTEE

- a. The Chamber Board (the "Board") shall appoint or otherwise provide a means for the selection or election of members of the IEDP to the IEDP Advisory Committee (the "Committee"). The officers of the Committee shall be selected in the manner determined by the Board and Independence City Council (the "Council"), with the

Chair of the Committee being the division chair of economic development of the Board. The Committee shall serve in an advisory capacity to the Board and Council.

- b. The City shall have six (6) representatives on the Committee, which shall include two (2) City Councilmembers appointed by the Council, the City Manager or their designee, the Assistant City Manager overseeing economic development or their designee, the Community Development Director or their designee, and the Independence Power and Light Director or their designee.
- c. The Committee is charged with recommending, supporting, and implementing both long and short-range goals for marketing and promoting economic development in the City and monitoring progress toward those goals. The function of the Committee will be to assist the President and CEO of the Chamber in developing an annual work plan which supports the City's goals for economic development. The Committee shall meet at least quarterly and for special meetings when called by the IEDP Chairperson. The annual workplan shall be submitted within two (2) months of the effective date of this agreement and every one (1) year thereafter. The annual workplan shall be presented to and subject to approval by the Board and Council.

3. SCOPE OF SERVICES.

- a. The Chamber will be responsible for implementing and performing the following functions:
 - i. Development of an updated strategic plan for economic development which will be used as a framework for future work plans, to be submitted for Council approval within three (3) months of the effective date of this agreement.
 - ii. Retain and expand existing employers in the City of Independence by providing research services, access to State of Missouri economic development tools, site location assistance, and other relevant expertise.
 - iii. Develop and execute a comprehensive marketing program to promote economic activity in the City of Independence.
 - iv. Identifying locations and targeted industry opportunities for future retail, commercial, industrial, and residential growth and work to make them attractive for development to increase the number of quality jobs, median income, and utility customers in the City of Independence.
 - v. Proactively act as a consultant for the City's internal Economic Development Team by responding to and initiating, as needed, special projects, analysis, and negotiations advice on economic development opportunities to recruit or retain businesses that strengthens the economic base of the city.
 - vi. Provide quarterly reports on job retention, job creation, and capital investment to the City Manager and Council.
 - vii. Formulate and manage a business retention program to assess market risks and trends and develop tactics for business retention. Such program shall be enumerated in detail in the adopted biannual workplan.
 - viii. Actively recruit new businesses to Independence. Actively and strategically promoting the community.

- ix. Maintain active membership with the Kansas City Area Development Council (KCADC) to be paid via financial resources of the Chamber of Commerce and not as an additional fee to the City of Independence.

4. PERSONNEL

- a. The City Manager, or his/her one (1) Assistant City Manager designee, is invited to consult with the Chamber's President on the hiring of economic development personnel. The Chamber President will submit to the City Manager, or his/her one (1) Assistant City Manager designee, via email, the resume(s) of the finalist(s) with names and other personal information redacted. The City Manager, or his/her one (1) Assistant City Manager designee, will have 48 hours to respond to the Chamber President offering feedback about the experience and qualifications of the finalist(s). Responses received after 48 hours from the City Manager, or his/her one (1) Assistant City Manager designee, may be dismissed by the Chamber.
- b. In the event that the Chamber has an opening for the President position, the City Manager, or his/her one (1) Assistant City Manager designee, will be invited to participate in the hiring/search committee to hire a new President.
- c. The City Manager may recuse the City from either of the personnel review roles by providing a written recusal to the Chamber. The City and the Chamber acknowledge that the function and implied liability of hiring personnel belongs solely to the Chamber. The City's role in any hiring process is simply advisory and consultative in nature, and the City, and its agents, agree to collaborate and support all Chamber personnel in an effort to achieve the shared goals and outcomes outlined in this agreement.

5. PERFORMANCE MEASURES

- a. The effectiveness of the economic development program will be measured through the collection of data in the following areas:
 - i. Total number of new business licenses issued annually.
 - ii. Total number of annual business license renewals.
 - iii. Total commercial permit valuation.
 - iv. Total capital investment.
 - v. Total number of new jobs added and jobs retained.
 - vi. Total number of business retention visits per quarter.
- b. The Chamber will work with City staff to facilitate periodic strategic planning sessions regarding economic development and monitoring the progress of these performance measures.

6. EFFECTIVE DATE. The effective date of this contract shall be January 1st, 2025.

7. PERIOD OF SERVICE. The services shall be for three (3) years with the possibility of three (3) one-year renewal options.

8. FINANCIAL AGREEMENTS

- a. Compensation for services will be set at a base amount of \$165,000.00 annually and will not decrease during the term of the agreement. The City at its discretion

may increase the annual compensation which is budgeted for services based on the annually submitted work plan.

- b. The City may, at its discretion, provide funding to the Chamber to support the Work Plan as defined in this Agreement for each year this Agreement is in effect. Any unused balance from the amount provided by the City to the Chamber for the IEDP shall be carried forward from year to year by the Chamber in reserves and shall be used to support the Work Plan.
 - c. The funding provided by the City shall be used to support the work plan specifically provided for in this Agreement, which support shall include in-kind, administrative, and overhead costs of the Chamber related to the Work Plan.
 - d. Chamber shall provide City within ninety (90) days after the end of the Chamber's fiscal year a Statement of Revenue and Expenditures of the IEDP for the preceding fiscal year documenting the receipt and disbursement of funds received from the City pursuant to this Agreement, which accounting shall be in accordance with generally accepted accounting principles. Such documentation and accounting shall be a public record of the City. In the event such accounting is not provided to the City within said ninety (90) day period, the City shall not provide any funds to the Chamber unless and until the accounting is provided and the City may declare this Agreement terminated without further notice and the City shall be relieved of any and all obligations under this Agreement.
 - e. The City shall make quarterly payments to the Chamber in equal amounts in the months of July, October, January, and April. Each payment will be preceded by an invoice from the Chamber.
9. **TERMINATION.** This agreement may be terminated by either party upon one hundred eighty (180) days written notice to the other party. Upon conclusion of the 180 days, the Chamber will deliver to the City all unexpended public funds paid by the City. If the City terminates this agreement under this provision, the City will pay reasonable encumbrances made by the Chamber pursuant to this agreement, but only to the extent that funds are on hand and budgeted and appropriated for that purpose at the time of termination.

10. INDEMNITY

- a. Chamber agrees to and shall indemnify, hold harmless and defend the City, its officers, agents and employees from and against any and all claims, losses, damages, cause of action, suites and liability of every kind including all expenses of litigation, court costs, attorney fees for injury to or death of any person or for damage to or loss of property arising out of this Agreement or from any such cost or claims because of any act or omission, negligence or wrong doing of the Chamber or its agents, representatives, employees or assigns.
- b. In no event shall the City be liable to chamber for special, indirect, or consequential damages, except those caused by the City's gross negligence or willful or wanton misconduct arising out of or in any way connected with a breach of this contract.
- c. The Chamber shall indemnify and hold the City harmless from all wages or overtime compensation due its employees in rendering services pursuant to this contract, including payment of reasonable attorneys' fees and costs in the defense

of any claim made under the Fair Labor Standards Act or any other federal or state law.

- d. All the provisions in this Agreement are subject to the terms of Missouri Sovereign Immunity as set forth in section 537.610.2 and 537.610.5 of the Missouri Revised Statutes. Further, this Contract is not intended to act as a waiver or limitation of City, or any of its officer's, agent's or employee's rights and/or defenses regarding sovereign or any other immunity or defense under Federal Law, Missouri Law or Municipal Regulation.
11. MISSOURI IMMIGRATION LAW AFFIDAVIT. After January 1, 2009, Company takes note that Section 285.530.2 of the Missouri Revised Statutes requires a political subdivision as a condition of a contract or grant in excess of \$5,000 awarded after January 1, 2009, to require the business entity to affirm by sworn affidavit and provision of documentation the business entity has enrolled and participated in a federal work authorization program with respect to its employees who work in connection with the contracted services. To that end, the services provider will provide a signed affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contract. Company will provide a statement that the Company has such a program, documentation for the program, and that it will not employ unauthorized aliens in connection with the work.
 12. ANTI-DISCRIMINATION AGAINST ISRAEL ACT. Company, and its employees, working on behalf of the City of Independence are to abide by Missouri Revised Statute 34.600, otherwise known as the Anti-Discrimination against Israel Act.
 13. DISCRIMINATION. The Consultant agrees in the performance of this Contract not to discriminate on the ground or because of race, creed, color, national origin or ancestry, sex, religion, handicap, age, or political opinion or affiliation, against any employee of Consultant or applicant for employment and shall include a similar provision in all subcontracts let or awarded hereunder.
 14. GOVERNING LAW. This Contract shall be governed by the laws of the State of Missouri. The City and Chamber agree that the performance of this Contract will be deemed to have occurred in the State of Missouri and that Chamber's performance under this Contract will be deemed the transaction of business in Missouri. Jurisdiction and venue for any claim or cause of action arising under this Contract shall be exclusively in the Circuit Court of Jackson County, Missouri, at Independence or the Federal District Court for the Western District of Missouri, as appropriate. The Parties submit to the personal jurisdiction of and waive any personal jurisdiction or inconvenient forum objection to those courts.
 15. INDEPENDENT CONSULTANTS. This agreement does not create a joint venture, partnership, or employer-employee relationship between the parties.
 16. TAX EXEMPT STATUS. The Chamber represents that it is now an organization exempt from federal taxation of corporation under section 501 (c) 6 of the Internal Revenue code

of the United States Code and will maintain that status for as long as this agreement is in effect.

17. SEVERABILITY. The invalidity, illegality, or unenforceability of any provision of this Contract or the occurrence of any event rendering any portion or provision of this Contract void shall in no way affect the validity or enforceability of any other portion or provision of this Contract. Any void provision shall be deemed severed from this Contract, and the balance of this Contract shall be construed and enforced as if this Contract did not contain the particular portion or provision held to be void.

18. ENTIRE CONTRACT. This Contract represents the entire Contract between the City and Chamber. All previous or contemporaneous contracts, representations, promises, and conditions relating to the Chamber's services described herein are superseded.

IN WITNESS WHEREOF, the parties hereto set their hands and seal the last date written above.

**CITY OF INDEPENDENCE, MISSOURI
OF COMMERCE**

INDEPENDENCE CHAMBER

City Manager

Name: _____

Title: _____

ATTEST:

ATTEST:

City Clerk

Title: _____

Name: _____

APPROVED AS TO FORM:

City Counselor

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

25-719 A resolution approving a preliminary plat of Liberty Commons in Independence, Missouri. **Approved Res. No. 7099**

Recommendations:

Commissioner Butch Nesbitt made a motion to recommend approval of this preliminary plat with the conditions listed below:

1. Half road improvements shall consist of overlay the East half of Jones Rd and provide any necessary right-of-way for a future city built 10 ft wide multi-use path.
2. A traffic impact analysis of the sight distance for the new entrance location shall be completed and submitted as part of the final engineering.
3. The final engineering will need to be in full compliance with any requirement provided by City staff, including but not limited to the following:
 - a. Label flood zones on sheet C2.0
 - b. Show benchmark and coordinates on sheet C0.0
 - c. Submit a streetlight layout sheet with street plans
 - d. Grading and land disturbance permits are needed for areas larger than 1,000 square feet
 - e. There is an existing KCP&L easement called out on plans (Doc. No. 483923 Book 701, Page 364). Easement will need to be vacated.
 - f. Show proposed fire hydrant locations
4. Applicant shall provide a stormwater master plan with detention and water quality in accordance with City Code as part of final engineering.
5. Applicant shall provide a stormwater maintenance plan for the detention and water quality facilities as required by City Code and the City of Independence Design and Construction Manual.
6. Applicant is required to submit application for a final plat, in accordance with City Code **14-702-04 – Final plats**. Approval of a final plat is required prior to the issuance of building permits and the assignment of addresses.
7. Covenants and restrictions for the maintenance of open common areas, buffers, and detention tracts shall be submitted as part of the final plat and recorded with Jackson County prior to the issuance of any building permit.
8. This preliminary plat has not been reviewed for final engineering design compliance. All development engineering must be designed in accordance with City of Independence standards and specifications prior to approval of the final (plat/development plan).

A second to the motion was made by Commissioner Jose Torres. The City Planning Commission voted as follows:

Commissioner Nesbitt – Yes
Commissioner Ferguson – Yes
Commissioner Ashbaugh – Yes
Commissioner O’Neill – Yes
Commissioner Torres – Yes
Commissioner Young – Yes
Commissioner Wiley – Yes

The motion for approval passed. The preliminary plat is forwarded to the City Council for consideration. Staff recommends approval of the preliminary plat.

Background:

A request by Kansas LD LLC for Preliminary Plat approval of property located at the Southeast corner of Bundschu and Jones Road.

The applicant’s proposed preliminary plat--Liberty Commons--is comprised of 127 lots, ranging in size from 7,500 to ±13,000 square feet. The applicant proposes a development containing a mixture of ranch-style and two-story houses, “With owner-occupants in mind...catering to families and seniors looking to downsize.”

Liberty Commons reserves 7.13 acres of land dedicated to common open space, accounting for 23.9% of the total site. The applicant has integrated amenities in the common open space, featuring benches and gathering spaces, a mulched walking trail, and a children’s playground.

The subject site has a Northeasterly aspect. The eastern border of the site is bound by a third order stream running generally Southeast. The majority of the site consists of pasture/grassland while the remainder is covered by woods/grass. The applicant has proposed to preserve a large portion of trees located in the Southeast region of the subject property, and restore/preserve vegetation in buffers, detention tracts, and open common space. The subject site is mostly surrounded by developed/developing subdivisions to the North, West and South. The proposed subdivision is consistent with the character of surrounding neighborhoods (single-family residential).

ANALYSIS:

Public Utilities:

The developer is responsible for the construction of public utilities. Public utilities will be located in the right-of-way or otherwise within a dedicated easement.

The applicant proposes to extend an existing 12” water main located along 8th St to supply Liberty Commons. The water main will tie into a 12” water main on the North side of Bundschu Rd.

Sanitary sewer will be extended from the Rockwell Estates subdivision to the South. All lots will be connected to public sanitary sewer. Clearing and grading in stream buffer and floodplain for sanitary sewer connection requires a permit.

Floodplain/Stream Buffer:

The Eastern border of the subject site is located within a floodplain and stream buffer. The applicant has indicated such on their preliminary plat. There shall be no clearing, grading, construction or disturbance of vegetation except as needed to connect to the existing sanitary sewer. Any stream buffer is subject to conservation easements that restrict disturbance and use of those areas.

Platting:

Pending approval of this application for a preliminary plat, the applicant will be required to apply for a final plat, as per City Code **14-702-04 – Final plats**. The applicant has indicated all lots in this proposed subdivision will be developed in one phase.

Streets and Access:

Liberty Commons preliminary plat has been designed with two entrances. Liberty Commons shares an entrance with Rockwell Estates off Jones Road (8th St). An additional entrance to the subdivision connects Belvidere Ave to Bundschu Road.

Landscaping:

The applicant has provided a landscaping plan in accordance with the Unified Development Ordinance.

A 15' buffer is provided along the rear property lines of lots abutting Bundschu Rd. The applicant has taken in to account an overhead utility line along Bundschu Rd and has designed their landscape plan in accordance with City Code **14-503-18 – Trees and plants near overhead utility lines**.

The applicant has proposed to preserve a large portion of trees located in the Southeast region of the subject property, and restore/preserve vegetation in buffers, detention tracts, and open common space.

Covenants (CC&R's):

A copy of the CC&R's will be recorded with the First Final Plat. Tracts A, B, C and D will be owned and maintained by the homeowner's association.

Recommendations and decisions on preliminary plats must be based on consideration of all the following criteria:

1. **Compliance with environmental and health laws and regulations concerning water and air pollution, solid waste disposal, water supply facilities, community or public sewage disposal, and, where applicable, individual systems for sewage disposal.**

Applicant has provided plans to supply proposed subdivision with water mains and sanitary sewer pipe. Engineering plans are required to be submitted to the City for approval prior to the application/issuance of construction permits.

2. **Availability of water that meets applicable fire flow requirements and is sufficient for the reasonably foreseeable needs of the subdivision.**

Applicant will extend a 12" water main from Rockwell Estates and tie into an existing 12" water main on the North side of Bundschu Rd. All proposed infrastructure is required to meet City's standards and specifications prior to construction. Prior to the issuance of any construction permit, engineering design plans are required to be approved by City staff.

3. Availability and accessibility of utilities.

All utilities are available in adjacent right-of-way and subdivisions. The applicant has provided initial plans to extend infrastructure to supply all lots with utilities. All utilities are required to be installed in accordance with the City's standards and specifications. Prior to the issuance of any construction permit, engineering design plans are required to be approved by City staff.

4. Availability and accessibility of public services such as schools, police and fire protection, transportation, recreation facilities, and parks.

The applicant has provided amenities, in proposed common open space areas, that include covered benches and gathering spaces, a walking trail, and a children's playground. The proposed subdivision is located on the Southeast corner of a major arterial (Bundschu Rd) and a local road (Jones Rd). Additionally, the subdivision will have two drive entrances providing residents as well as emergency services direct access.

5. Consistency with the zoning district regulations.

The proposed subdivision conforms to those required for an R-6 (Single-Family Residential) zoning district. Additionally, the applicant's preliminary plat submission has been reviewed for conformity with the City's requirements for subdivision design and improvements.

6. Conformity with the Major Thoroughfare Plan.

The subdivision is located on the Southeast corner of a major arterial and local road.

7. Effect of the proposed subdivision on existing public streets and the need for new streets or highways to serve the subdivision.

The use (Single-Family Residential) is consistent with surrounding developments. The rezoning should have no detrimental effects on existing public streets. The proposed subdivision will build off existing infrastructure and street networks. Applicant will overlay the East half of Jones Rd.

8. Physical land characteristics, such as floodplain, slope, soil, and elevation differentials with abutting properties.

The applicant has provided a stormwater management plan which has undergone a review by City staff. The stormwater management plan takes in to account soil types, slope, and a stream along the Eastern border of the subject site.

9. Recommendations and comments of the Development Review Committee and other reviewing agencies.

Staff recommends approval of this application for a preliminary plat.

10. Conformity with the master sewer and water utility plan.

The proposed development is in compliance with those plans.

11. Compliance with this development ordinance and all other applicable regulations.

The applicant's preliminary plat submission has been reviewed by City staff for conformity with all applicable regulations. Applicant has satisfied staffs' comments.

Draft Planning Commission minutes are attached to this Council agenda item.

Emergency Justification:

Fiscal Impact:

Council Action:

Department / Contact	Community Development /
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REVIEWERS

Tom Scannell
Jeremy Cover
Zachary Walker
Susanne Holland

ATTACHMENTS:

1. Draft Resolution 24-310-06

2. Staff Report 24-310-06
3. Narrative
4. Application
5. Preliminary Plat
6. Comprehensive Plan Map
7. Zoning Map
8. Planning Commission Meeting Minutes 01-14-25

BILL NO. _____

RESOLUTION NO. _____

A RESOLUTION APPROVING A PRELIMINARY PLAT OF LIBERTY COMMONS IN INDEPENDENCE, MISSOURI.

WHEREAS, the City is in receipt of an application for a preliminary plat; and,

WHEREAS, the Planning Commission did recommend approval of the application.

WHEREAS, the application is forwarded to the City Council for their consideration.

WHEREAS, in accordance with the Unified Development Ordinance, it was determined that the Preliminary Plat was consistent with the requirements in Section 14-702.

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

SECTION 1. That the preliminary plat for Liberty Commons located at the Southeast corner of Bundschu Rd and Jones Rd, and being a part of the Section 28, Township 50, Range 31, in Independence, Jackson County, Missouri and being more particularly described as follows:

BEGINNING AT THE NORTHWEST CORNER OF THE SOUTHWEST ONE-QUARTER OF SAID SECTION 28; THENCE ALONG THE NORTH LINE OF THE WEST ONE HALF OF SAID SECTION 28, SOUTH 87 DEGREES 56 MINUTES 35 SECONDS EAST A DISTANCE OF 1323.29 FEET TO THE NORTHEAST CORNER OF THE SAID WEST ONE HALF OF SECTION 28; THENCE ALONG THE EAST LINE OF THE SAID WEST ONE HALF OF SECTION 28, SOUTH 02 DEGREES 14 MINUTES 13 SECONDS WEST A DISTANCE OF 1687.32 FEET TO A POINT ON THE NORTHERLY LINE OF ROCKWELL ESTATES 1ST PLAT, A SUBDIVISION IN THE CITY OF INDEPENDENCE; THENCE ALONG THE SAID NORTHERLY LINE OF ROCKWELL ESTATES 1ST PLAT THE FOLLOWING 29 COURSES, NORTH 19 DEGREES 24 MINUTES 00 SECONDS WEST A DISTANCE OF 170.73 FEET; THENCE NORTH 02 DEGREES 13 MINUTES 43 SECONDS EAST A DISTANCE OF 159.32 FEET; THENCE NORTH 18 DEGREES 59 MINUTES 30 SECONDS WEST A DISTANCE OF 310.76 FEET; THENCE NORTH 71 DEGREES 00 MINUTES 30 SECONDS EAST A DISTANCE OF 83.50 FEET; THENCE NORTH 20 DEGREES 22 MINUTES 41 SECONDS WEST A DISTANCE OF 202.22 FEET; THENCE NORTH 82 DEGREES 15 MINUTES 58 SECONDS WEST A DISTANCE OF 163.65 FEET; THENCE SOUTH 77 DEGREES 54 MINUTES 16 SECONDS WEST A DISTANCE OF 112.89 FEET; THENCE SOUTH 00 DEGREES 10 MINUTES 01 SECONDS EAST A DISTANCE OF 221.71 FEET; THENCE SOUTH 18 DEGREES 59 MINUTES 30 SECONDS EAST A DISTANCE OF 97.81 FEET; THENCE SOUTH 67 DEGREES 14 MINUTES 07 SECONDS WEST A DISTANCE OF 99.23 FEET TO A POINT OF CURVATURE; THENCE NORTHWESTERLY ON A CURVE TO THE LEFT HAVING AN INITIAL TANGENT BEARING OF NORTH 22 DEGREES 45 MINUTES 53 SECONDS WEST, A RADIUS OF 200.00 FEET, A CENTRAL ANGLE OF 08 DEGREES 54 MINUTES 55 SECONDS AND AN ARC LENGTH OF 31.12 FEET TO A POINT OF REVERSE CURVATURE; THENCE NORTHWESTERLY ON A

CURVE TO THE RIGHT HAVING AN INITIAL TANGENT BEARING OF NORTH 31 DEGREES 40 MINUTES 48 SECONDS WEST, A RADIUS OF 175.00 FEET, A CENTRAL ANGLE OF 31 DEGREES 30 MINUTES 46 SECONDS AND AN ARC LENGTH OF 96.25 FEET; THENCE NORTH 00 DEGREES 10 MINUTES 01 SECONDS WEST A DISTANCE OF 75.43 FEET; THENCE SOUTH 89 DEGREES 49 MINUTES 59 SECONDS WEST A DISTANCE OF 50.00 FEET TO A POINT OF CURVATURE; THENCE SOUTHERLY AND WESTERLY ON A CURVE TO THE RIGHT HAVING AN INITIAL TANGENT BEARING OF SOUTH 00 DEGREES 10 MINUTES 01 SECONDS EAST, A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90 DEGREES 00 MINUTES 01 SECONDS AND AN ARC LENGTH OF 39.27 FEET; THENCE SOUTH 89 DEGREES 49 MINUTES 59 SECONDS WEST A DISTANCE OF 157.22 FEET TO A POINT OF CURVATURE; THENCE WESTERLY AND NORTHERLY ON A CURVE TO THE RIGHT BEING TANGENT TO THE PREVIOUS COURSE, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90 DEGREES 00 MINUTES 01 SECONDS AND AN ARC LENGTH OF 39.27 FEET; THENCE SOUTH 89 DEGREES 49 MINUTES 59 SECONDS WEST A DISTANCE OF 50.00 FEET; THENCE SOUTH 00 DEGREES 10 MINUTES 01 SECONDS EAST A DISTANCE OF 5.63 FEET TO A POINT OF CURVATURE; THENCE SOUTHERLY AND WESTERLY ON A CURVE TO THE RIGHT BEING TANGENT TO THE PREVIOUS COURSE, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 77 DEGREES 09 MINUTES 58 SECONDS AND AN ARC LENGTH OF 33.67 FEET TO A POINT OF REVERSE CURVATURE; THENCE SOUTHWESTERLY ON A CURVE TO THE LEFT HAVING AN INITIAL TANGENT BEARING OF SOUTH 76 DEGREES 59 MINUTES 57 SECONDS WEST, A RADIUS OF 200.00 FEET, A CENTRAL ANGLE OF 09 DEGREES 05 MINUTES 03 SECONDS AND AN ARC LENGTH OF 31.71 FEET; THENCE SOUTH 67 DEGREES 54 MINUTES 34 SECONDS WEST A DISTANCE OF 89.08 FEET TO A POINT OF CURVATURE; THENCE SOUTHWESTERLY ON A CURVE TO THE RIGHT BEING TANGENT TO THE PREVIOUS COURSE, HAVING A RADIUS OF 150.00 FEET, A CENTRAL ANGLE OF 19 DEGREES 11 MINUTES 11 SECONDS AND AN ARC LENGTH OF 50.23 FEET; THENCE SOUTH 87 DEGREES 05 MINUTES 50 SECONDS WEST A DISTANCE OF 31.47 FEET TO A POINT OF CURVATURE; THENCE WESTERLY AND NORTHERLY ON A CURVE TO THE RIGHT BEING TANGENT TO THE PREVIOUS COURSE, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 95 DEGREES 10 MINUTES 47 SECONDS AND AN ARC LENGTH OF 41.53 FEET; THENCE NORTH 02 DEGREES 16 MINUTES 48 SECONDS EAST A DISTANCE OF 16.03 FEET; THENCE NORTH 87 DEGREES 43 MINUTES 12 SECONDS WEST A DISTANCE OF 50.00 FEET TO A POINT OF CURVATURE; THENCE SOUTHERLY AND WESTERLY ON A CURVE TO THE RIGHT HAVING AN INITIAL TANGENT BEARING OF SOUTH 02 DEGREES 16 MINUTES 48 SECONDS WEST A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 84 DEGREES 49 MINUTES 15 SECONDS AND AN ARC LENGTH OF 37.01 FEET; THENCE SOUTH 87 DEGREES 05 MINUTES 50 SECONDS WEST A DISTANCE OF 125.72 FEET TO A POINT OF CURVATURE ON THE EASTERLY RIGHT OF WAY LINE OF JACKSON DRIVE AS NOW ESTABLISHED; THENCE NORTHWESTERLY ON A CURVE TO THE LEFT HAVING AN INITIAL TANGENT BEARING OF NORTH 06 DEGREES 21 MINUTES 27 SECONDS WEST, A RADIUS OF 829.79 FEET, A CENTRAL ANGLE OF 08 DEGREES 26 MINUTES 03 SECONDS AND AN ARC LENGTH OF 122.15 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF JONES ROAD AS NOW ESTABLISHED; THENCE CONTINUING

NORTHWESTERLY ON A CURVE TO THE LEFT HAVING AN INITIAL TANGENT BEARING OF NORTH 14 DEGREES 47 MINUTES 31 SECONDS WEST, A RADIUS OF 829.79 FEET, A CENTRAL ANGLE OF 03 DEGREES 13 MINUTES 58 SECONDS AND AN ARC LENGTH OF 46.82 FEET TO A POINT ON THE WEST LINE OF THE SAID SOUTHWEST ONE-QUARTER OF SECTION 28; THENCE ALONG SAID WEST LINE, NORTH 02 DEGREES 16 MINUTES 49 SECONDS EAST A DISTANCE OF 971.15 FEET TO THE POINT OF BEGINNING AND CONTAINING 32.8721 ACRES MORE OR LESS, EXCEPT THAT PART TAKEN OR USED FOR ROAD RIGHT OF WAY.

AND

ALL OF LOT 3, PRATT'S PARTITION, SECOND PLAT, A MINOR SUBDIVISION IN THE SOUTHWEST ONE-QUARTER OF SECTION 28, TOWNSHIP 50. RANGE 31, IN THE CITY OF INDEPENDENCE, JACKSON COUNTY, MISSOURI, AND CONTAINING 27.81 ACRES MORE OR LESS.

be and the same is hereby approved with the condition listed below:

1. Half road improvements shall consist of an overlay of the East half of Jones Rd and provide any necessary right-of-way for a future city built 10 ft wide multi-use path.
2. A traffic impact analysis of the sight distance for the new entrance location shall be completed and submitted as part of the final engineering.
3. The final engineering will need to be in full compliance with any requirement provided by City staff, including but not limited to the following:
 - a. Label flood zones on sheet C2.0
 - b. Show benchmark and coordinates on sheet C0.0
 - c. Submit a street light layout sheet with street plans
 - d. Grading and land disturbance permits are needed for areas larger than 1,000 square feet
 - e. There is an existing KCP&L easement called out on plans (Doc. No. 483923 Book 701, Page 364). Easement will need to be vacated.
 - f. Show proposed fire hydrant locations
4. Applicant shall provide a stormwater master plan with detention and water quality in accordance with City Code as part of final engineering.
5. Applicant shall provide a stormwater maintenance plan for the detention and water quality facilities as required by City Code and the City of Independence Design and Construction Manual.
6. Applicant is required to submit application for a final plat, in accordance with City Code 14-702-04 – Final plats. Approval of a final plat is required prior to the issuance of building permits and the assignment of addresses.
7. Covenants and restrictions for the maintenance of open common areas, buffers, and detention tracts shall be submitted as part of the final plat and recorded with Jackson County prior to the issuance of any building permit.

8. This preliminary plat has not been reviewed for final engineering design compliance. All development engineering must be designed in accordance with City of Independence standards and specifications prior to approval of the final plat.

PASSED THIS _____ DAY OF _____, 2025, BY THE CITY COUNCIL OF THE CITY OF INDEPENDENCE, MISSOURI.

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

ATTEST:

City Clerk

APPROVED AS TO FORM AND LEGALITY:

City Counselor

REVIEWED BY:

City Manager

MEETING DATE: January 14, 2025

STAFF: Gabe Glaser, Planner

PROJECT NAME: Liberty Commons

CASE NUMBER/REQUEST: **Case 24-310-06 – Preliminary Plat – Liberty Commons** – A request by Derek Kennedy for approval of a preliminary plat.

APPLICANT: Derek Kennedy

PROPERTY LOCATION: Southeast corner of Bundschu Road and Jones Road

SURROUNDING ZONING/LAND USE:

North:	R-6 (Single-Family Residential	Unplatted Neighborhood
	R-4 (Single-Family Residential Low Density)	Timber Creek Ranch Subdivision
East:	R-A (Residential Agricultural)	Vacant, Unimproved Land
South:	R-6 (Single-Family Residential)	Rockwell Estates Subdivision
West:	R-6 (Single-Family Residential)	Far View Heights Subdivision

FURTHER ACTION:

Following action by the Planning Commission, this preliminary plat request is scheduled for resolution consideration by the City Council on February 17, 2025.

RECOMMENDATION

Staff recommends **APPROVAL** of this Preliminary Plat with the following conditions.

1. Half road improvements shall consist of overlay the East half of Jones Rd and provide any necessary right-of-way for a future city built 10 ft wide multi-use path.
2. A traffic impact analysis of the sight distance for the new entrance location shall be completed and submitted as part of the final engineering.
3. The final engineering will need to be in full compliance with any requirement provided by City staff, including but not limited to the following:
 - a. Label flood zones on sheet C2.0
 - b. Show benchmark and coordinates on sheet C0.0
 - c. Submit a street light layout sheet with street plans
 - d. Grading and land disturbance permits are needed for areas larger than 1,000 square feet
 - e. There is an existing KCP&L easement called out on plans (Doc. No. 483923 Book 701, Page 364). Easement will need to be vacated.
 - f. Show proposed fire hydrant locations

4. Applicant shall provide a stormwater master plan with detention and water quality in accordance with City Code as part of final engineering.
5. Applicant shall provide a stormwater maintenance plan for the detention and water quality facilities as required by City Code and the City of Independence Design and Construction Manual.
6. Applicant is required to submit application for a final plat, in accordance with City Code **14-702-04 – Final plats**. Approval of a final plat is required prior to the issuance of building permits and the assignment of addresses.
7. Covenants and restrictions for the maintenance of open common areas, buffers, and detention tracts shall be submitted as part of the final plat and recorded with Jackson County prior to the issuance of any building permit.
8. This preliminary plat has not been reviewed for final engineering design compliance. All development engineering must be designed in accordance with City of Independence standards and specifications prior to approval of the final (plat/development plan).

PROJECT DESCRIPTION & BACKGROUND INFORMATION

PROJECT DESCRIPTION: New single-family subdivision comprised of 127 buildable lots featuring a mix of ranch style and two-story houses.

Current Zoning: R-6 (Single-Family Residential)

Current Use: Vacant tracts

Proposed Use: Single-Family Subdivision

Proposal:

Kansas LD, LLC seeks preliminary plat approval for a new subdivision, Liberty Commons, tying into and extending existing infrastructure located to the South of the subject property (Rockwell Estates).

Liberty Commons is comprised of 127 lots, ranging in size from 7,500 to ±13,000 square feet. The applicant proposes a development containing a mixture of ranch-style and two-story houses, “With owner-occupants in mind...catering to families and seniors looking to downsize.”

Liberty Commons reserves 7.13 acres of land dedicated to common open space, accounting for 23.9% of the total site. The applicant has integrated amenities in the common open space, featuring benches and gathering spaces, a 5’ mulched walking trail, and a children’s playground.

Physical Characteristics of Property:

The subject site has a Northeasterly aspect. The eastern border of the site is bound by a third order stream running generally Southeast.

The majority of the site consists of pasture/grassland while the remainder is covered by woods/grass.

The applicant has proposed to preserve a large portion of trees located in the Southeast region of the subject property, and restore/preserve vegetation in buffers, detention tracts, and open common space.

Characteristics of the Areas:

The subject site is mostly surrounded by developed/developing subdivisions to the North, West and South. The proposed subdivision is consistent with the character of surrounding neighborhoods (single-family residential).

ANALYSIS**Historic and Archeological Sites:**

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

Public Utilities:

The developer is responsible for the construction of public utilities. Public utilities will be located in the right-of-way or otherwise within a dedicated easement.

The applicant proposes to extend an existing 12" water main located along 8th St to supply Liberty Commons. The water main will tie into a 12" water main on the North side of Bundschu Rd.

Sanitary sewer will be extended from the Rockwell Estates subdivision to the South. All lots will be connected to public sanitary sewer. Clearing and grading in stream buffer and floodplain for sanitary sewer connection requires a permit.

Floodplain/Stream Buffer:

The Eastern border of the subject site is located within a floodplain and stream buffer. The applicant has indicated such on their preliminary plat. There shall be no clearing, grading, construction or disturbance of vegetation except as needed to connect to the existing sanitary sewer. Any stream buffer is subject to conservation easements that restrict disturbance and use of those areas.

CIP Investments:

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

Platting:

Pending approval of this application for a preliminary plat, the applicant will be required to apply for a final plat, as per City Code **14-702-04 – Final plats**. The applicant has indicated all lots in this proposed subdivision will be developed in one phase.

Sidewalks:

Sidewalks are proposed to be placed on the opposite side of streets from water mains.

Streets and Access:

Liberty Commons preliminary plat has been designed with two entrances. Liberty Commons shares an entrance with Rockwell Estates off Jones Rd (8th St). An additional entrance to the subdivision connects Belvidere Ave to Bundschu Rd.

Landscaping:

The applicant has provided a landscaping plan in accordance with the Unified Development Ordinance.

A 15' buffer is provided along the rear property lines of lots abutting Bundschu Rd. The applicant has taken in to account an overhead utility line along Bundschu Rd and has designed their landscape plan in accordance with City Code **14-503-18 – Trees and plants near overhead utility lines.**

The applicant has proposed to preserve a large portion of trees located in the Southeast region of the subject property, and restore/preserve vegetation in buffers, detention tracts, and open common space.

Covenants (CC&R's):

A copy of the CC&R's will be recorded with the First Final Plat. Tracts A, B, C and D will be owned and maintained by the homeowner's association.

REVIEW CRITERIA

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

- 1. Compliance with environmental and health laws and regulations concerning water and air pollution, solid waste disposal, water supply facilities, community or public sewage disposal, and, where applicable, individual systems for sewage disposal.**

Applicant has provided plans to supply proposed subdivision with water mains and sanitary sewer pipe. Engineering plans are required to be submitted to the City for approval prior to the application/issuance of construction permits.

- 2. Availability of water that meets applicable fire flow requirements and is sufficient for the reasonably foreseeable needs of the subdivision;**

Applicant will extend a 12" water main from Rockwell Estates and tie into an existing 12" water main on the North side of Bundschu Rd. All proposed infrastructure is required to meet City's standards and specifications prior to construction. Prior to the issuance of any construction permit, engineering design plans are required to be approved by City staff.

- 3. Availability and accessibility of utilities;**

All utilities are available in adjacent right-of-way and subdivisions. The applicant has provided initial plans to extend infrastructure to supply all lots with utilities. All utilities are required to be installed in accordance with the City's standards and specifications. Prior to the issuance of any construction permit, engineering design plans are required to be approved by City staff.

- 4. Availability and accessibility of public services such as schools, police and fire protection, transportation, recreation facilities, and parks;**

The applicant has provided amenities, in proposed common open space areas, that include covered benches and gathering spaces, a walking trail, and a children's playground.

The proposed subdivision is located on the Southeast corner of a major arterial (Bundschu Rd) and a local road (Jones Rd). Additionally, the subdivision will have two drive entrances providing residents as well as emergency services direct access.

- 5. Consistency with the zoning district regulations;**

The proposed subdivision conforms to those required for an R-6 (Single-Family Residential) zoning district. Additionally, the applicant's preliminary plat submission has been reviewed for conformity with the City's requirements for subdivision design and improvements.

- 6. Conformity with the Major Thoroughfare Plan;**

The subdivision is located on the Southeast corner of a major arterial and local road.

7. Effect of the proposed subdivision on existing public streets and the need for new streets or highways to serve the subdivision;

The use (Single-Family Residential) is consistent with surrounding developments. The rezoning should have no detrimental effects on existing public streets.

The proposed subdivision will build off existing infrastructure and street networks. Applicant will overlay the East half of Jones Rd.

8. Physical land characteristics, such as floodplain, slope, soil, and elevation differentials with abutting properties;

The applicant has provided a stormwater management plan which has undergone a review by City staff. The stormwater management plan takes in to account soil types, slope, and a stream along the Eastern border of the subject site.

9. Recommendations and comments of the Development Review Committee and other reviewing agencies;

Staff recommends approval of this application for a preliminary plat.

10. Conformity with the master sewer and water utility plan; and

The proposed development is in compliance with those plans.

11. Compliance with this development ordinance and all other applicable regulations.

The applicant's preliminary plat submission has been reviewed by City staff for conformity with all applicable regulations. Applicant has satisfied staffs' comments.

EXHIBITS

1. Narrative
2. Application
3. Preliminary Plat
4. Comprehensive Plan map
5. Zoning map

Gabe Glaser

From: Dan Foster <df@schlagelassociates.com>
Sent: Wednesday, November 6, 2024 3:55 PM
To: Gabe Glaser
Cc: Brian Harker
Subject: RE: 24-130 Liberty Commons

Below is the narrative from the developer.

Liberty Commons is a new proposed subdivision featuring a unique blend of ranch and two-story homes, designed with owner-occupants in mind. This development will primarily cater to families and seniors looking to downsize, offering a welcoming community atmosphere.

Starting in the \$200s, these homes will feature spacious open floor plans, modern finishes, and abundant natural light, ensuring both comfort and functionality. Each residence will include inviting living areas and well-appointed kitchens, ideal for family gatherings or relaxed living.

Liberty Commons offers a peaceful and family-friendly environment with carefully planned amenities that focus on outdoor living and relaxation. Designed to enhance your lifestyle, the community features:

- **Ample Greenspace:** Expansive open areas throughout the subdivision, perfect for enjoying the outdoors, picnicking, or simply unwinding in a natural setting.
- **Children's Playground:** A safe and fun play area equipped with modern play structures, offering a space for children to explore and engage in outdoor activities.
- **Benches and Gathering Spaces:** Strategically placed benches throughout the greenspaces, providing residents with comfortable spots to relax, enjoy the surroundings, or socialize with neighbors.

With these amenities, Liberty Commons creates a welcoming and serene environment where you can enjoy nature, stay active, and build connections within the community.

We believe this project will not only enhance the housing options in the area but also foster a strong sense of community among residents. We appreciate your consideration and look forward to your support.

Daniel G. Foster, PLA

Principal / Landscape Architect
Direct 913-322-7142



ENGINEERS PLANNERS SURVEYORS LANDSCAPE ARCHITECTS

14920 W. 107th Street, Lenexa, Kansas 66215-4018

(913) 492-5158 Main

www.schlagelassociates.com



Planning and Zoning

Application Form

Community Development
111 E. Maple Avenue
Independence, MO 64050
(816) 325-7421
cdplanning@indepmo.org

Application Type (check all that apply)

Land Use	Land Subdivision	Site Development	Use Permit	Other
☐ Rezoning ☐ PUD Rezoning	☒ Preliminary Plat ☐ Final Plat ☐ Minor Subdivision	☐ Final Site Plan ☐ Preliminary Dev Plan ☐ Final Dev Plan (PUD)	☐ Special Use ☐ Homebased Business ☐ Short-Term Rental	☐ Admin. Adjustment ☐ Variance ☐ Street Name Change ☐ Special Sign Permit

Project Information and Location

LIBERTY COMMONS

Project Name

801 S JONES RD

Project Address/Location

Sq. Ft. of Building	Acreage	Number of Lots/Tracts	Stream Buffer (Yes or No)
R-6	R-6 (no change)	vacant	residential
Existing Zoning	Proposed Zoning	Existing Land Use	Proposed Land Use

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

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

Contact Information

Applicant

Derek Kennedy - Manager KANSAS LD, LLC

Name Company
4058 N. College Ave., Ste. 300, Fayetteville, AR 72703

Address
913-249-8805 derek.kennedy@rch.com

Phone Email

Architect/Engineer/Surveyor/Other: ENGINEER

RYAN MCGINNIS, PE SCHLAGEL

Name Company
14920 W 107TH STREET, LENEXA, KS 66215

Address comments@schlagelassociates.com
913-492-5158 & RM@schlagelassociates.com

Phone Email

Owner

ROCKWELL NORTHWEST REMNANT, LLC
BEYON THE HORIZON (ROCKWELL), LLC

Name Company
214 S SPRING ST., Independence, MO 64050

Address

Phone Email

Architect/Engineer/Surveyor/Other: Landscape Architect

DAN FOSTER, PLA SCHLAGEL

Name Company
14920 W 107TH STREET, LENEXA, KS 66215

Address comments@schlagelassociates.com
913-492-5158 & DF@schlagelassociates.com

Phone Email

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

DocuSigned by:

9/24/2024 | 10:27 AM CDT
Applicant's Signature Date

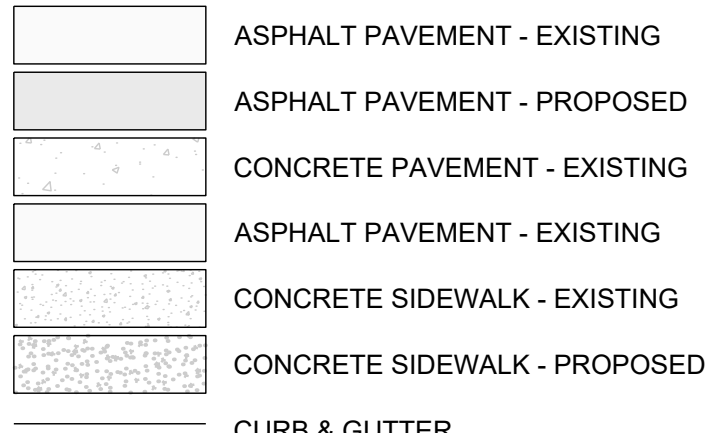
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ET7P-LWEB-Y0PE-WHQC
Owner's Signature Date

PRELIMINARY PLAT FOR LIBERTY COMMONS

- E - ACCESS EASEMENT
- C - BACK OF CURB
- B - BACK TO BACK
- M - BENCHMARK
- or B.L. - BUILDING LINE
- O - CLEANOUT
- U - TELEPHONE JUNCTION BOX
- &G - CURB AND GUTTER
- E - DRAINAGE EASEMENT
- E - ELECTRICAL EASEMENT
- L - ELEVATION
- FLOW LINE
- GAS LINE EASEMENT
- DPE - HIGH-DENSITY POLYETHYLENE
- E - LANDSCAPE EASEMENT
- SFE - MINIMUM SERVICEABLE FLOOR ELEVATION
- VC - POLYVINYL CHLORIDE
- L - PROPERTY LINE
- UB/E - PUBLIC EASEMENT
- CP - REINFORCED CONCRETE PIPE
- OW or R/W - RIGHT-OF-WAY
- E - SANITARY SEWER EASEMENT
- L - SERVICE LINE
- W - SIDEWALK
- E - TOP ELEVATION
- E - UTILITY EASEMENT
- E - WATER SURFACE ELEVATION
- E - WATERLINE EASEMENT



LOCATION MAP
SCALE 1" = 2000'



 CURB & GUTTER - EXISTING
 TREELINE
 EXISTING LOT AND R/W LINES
 EXISTING PLAT LINES
 P/L PROPERTY LINES
 ROW RIGHT-OF-WAY

_____	SANITARY SEWER MAIN
_____	SANITARY SEWER MAIN - EXIST.
_____STO	STORM SEWER
_____	STORM SEWER - EXISTING
_____CATV _x	CABLE TV - EXISTING
_____FOC _x	FIBER OPTIC CABLE - EXISTING
_____T _x	TELEPHONE LINE - EXIST.
_____E _x	ELECTRIC LINE - EXISTING
_____OHP _x	OVERHEAD POWER LINE - EXIST
_____UGE _x	UNDERGROUND ELECTRIC - EX.
_____G _x	GAS LINE - EXISTING
_____W _x	WATER INF. EXISTING

	LIGHT - EXISTING
	EXISTING MANHOLE
	CLEANOUT
	EXISTING SANITARY MANHOLE
	PROPOSED SANITARY MANHOLE
	EXISTING AREA INLET
	EXISTING CURB INLET
	EXISTING GRATE INLET
	EXISTING JUNCTION BOX
	EXISTING STORM MANHOLE

1. The Engineer and/or its representatives can not or will not provide a warranty, expressed or implied, for the construction of the designs presented in these plans. It is recommended that third party observation be provided by a qualified firm to provide continuous construction observation of the proposed improvements.
2. All construction shall conform to the City Technical Specifications and Design Criteria, State Road and Bridge Specifications, American Road & Builders Builders' Association (Kansas City Chapter) Specifications and/or the Project Specifications as applicable. Contractor shall notify the Engineer of any discrepancies between the standard specifications and the Project Specification and Contract Documents.
3. Contractor is responsible for verifying quantities prior to bidding, as well as becoming familiar with and satisfying himself as to the general, local and site conditions that may effect cost, progress, and performance of work.
4. Contractor shall promptly give engineer written notice of all conflicts, errors, ambiguities or discrepancies that the contractor discovers in the bidding documents and confirm that the written resolution thereof by the engineer is acceptable to contractor.
5. Contractor is responsible for the jobsite safety of the project and the safety of the public and shall adhere to all federal, state and local safety regulations.
6. Contractor is responsible for coordinating construction activities with other contractors concurrently working onsite.
7. Contractor shall coordinate all contractor activities, and shall be the sole contact for the owner.
8. Contractor shall secure all required permits insurance requirements and bonding prior to construction. Insurance certificates shall name Owner and Engineer as additional insured.
9. Water for use on site must be purchased from the local water utility having jurisdiction, and shall be purchased per their requirements.
10. All traffic control required in conjunction with the proposed construction shall be in conformance with the Manual of Uniform Traffic Control Devices (MUTCD) and shall be a subsidiary obligation of the contractor.
11. Contractor is responsible for the coordination of all material testing required for their work. This includes scheduling of tests, coordinating and providing access to sample locations, and satisfying all test result reporting requirements.

2. It is recommended that a Geotechnical Engineer observe and document all earthwork activities.
3. Contours have been shown at 1-foot or 2-foot intervals, as indicated. Grading shall consist of completing the earthwork required to bring the physical ground elevations of the existing site to the finished grade (or sub-grade) elevations provided on the plans as spot grades, contours or others means as indicated on the plans.
4. The existing site topography depicted on the plans by contouring has been established by aerial photography and field verified by g.p.s. observation near November 20,2024. The contour elevations provided may not be exact ground elevations, but rather interpretations of such. Accuracy shall be considered to be such that not more than 10 percent of spot elevation checks shall be in error by more than one-half the contour interval provided, as defined by the National Map Accuracy Standards. Any quantities provided for earthwork volumes are established using this topography contour accuracy, and therefore the inherent accuracy of any earthwork quantity is assumed from the topography accuracy.
5. Proposed contours are to approximate finished grade.
6. Unless otherwise noted, payment for earthwork shall include backfilling of the curb and gutter, sidewalk and further manipulation of utility trench spoils. The site shall be left in a mowable condition and positive drainage maintained throughout.
7. Unless otherwise noted, all earthwork is considered Unclassified. No additional compensation will be provided for rock or shale excavation, unless specifically stated otherwise.
8. Prior to earthwork activities, pre-disturbance erosion and sediment control devices shall be in place per the Storm Water Pollution Prevention plan and/or the Erosion and Sediment Control Plan prepared for this site.
9. All topsoil shall be stripped from all areas to be graded and stockpiled adjacent to the site at an area specified by the project owner or his appointed representative. Vegetation, trash, trees, brush, tree roots and limbs, rock fragments greater than 6-inches and other deleterious materials shall be removed and properly disposed of offsite or as directed by the owner or his appointed representative.
10. Unless otherwise specified in the Geotechnical Report, all fills shall be placed in maximum 6-inch lifts and compacted to 95-percent of maximum density as defined using a standard proctor test (AASHTO T99/ASTM 698).
11. Subgrade for pavements shall be pro-rolled prior to paving operations utilizing a fully loaded tandem axle dump truck. All areas exhibiting excessive pumping and heaving shall be removed, filled and compacted with suitable materials and retested until acceptable results are achieved and final approval has been obtained from the Geotechnical Engineer.
12. Subgrade for building pad shall include a minimum of 18-inches of Low Volume Change (LVC) material, or as identified in the site specific Geotechnical Report.
13. Fill materials shall be per Geotechnical Report and shall not include organic matter, debris or topsoil. All fills placed on slopes greater than 6:1 shall be compacted.
14. The Contractor shall be responsible for redistributing the topsoil over proposed turf and landscaped areas to a minimum depth of 6-inches below final grade.
15. All areas shall be graded for positive drainage. Unless noted otherwise the following grades shall apply:
 - a. Turf Areas – 2.5% Minimum, 4H:1V Maximum
 - b. Paved Areas – 1.2% Minimum, 5% Maximum
16. A.D.A. parking stalls shall not be sloped greater than 2% in any direction and constructed per A.D.A. requirements.
17. All disturbed areas shall be fertilized, seeded and mulched immediately after earthwork activities have ceased. Seeding shall be per the Erosion and Sediment Control Plan and/or Landscape Plan. If not specified seeding shall be per APWA Section 2400, latest edition. Unless otherwise noted, seeding shall be subsidiary to the contract price for earthwork and grading activities.
18. All disturbed areas in the right-of-way shall be sodded.
19. Underdrains are recommended for all paved areas adjacent to irrigated turf and landscaped beds.
20. Contractor shall adhere to the reporting requirements outlined in the Storm Water Pollution Prevention Plan (SWPPP) prepared for this project. Erosion and Sediment control devices shall be properly maintained and kept clean of silt and debris and in good working order. Additional erosion and sediment control measures shall be installed as required.

1. Existing utilities have been shown to the greatest extent possible based upon information provided to the Engineer. The contractor is responsible for contacting the respective utility companies and field locating utilities prior to construction and identifying any potential conflicts. All conflicts shall immediately be brought to the attention of the Engineer.
2. The contractor shall be responsible for coordinating any required utility relocations. Utilities damaged through the construction of the project shall be repaired by the contractor at the contractor's expense.
3. Contractor shall verify flow-lines and structure tops prior to construction, and shall notify Engineer of any discrepancies. Provide shop drawings for all precast and manufactured utility structures for review by the Engineer prior to construction of the structures.
4. Utility Separation: Waterlines shall have a minimum of 10 feet horizontal and 2 feet vertical separation from all sanitary sewer lines, manholes, and sanitary sewer service laterals, as measured from edge to edge. If minimum separations cannot be maintained, concrete encasement shall be provided. The utility line shall be installed in the same direction of the conflict.
5. Payment for trenching, backfilling, pipe embedment, flowable fill, backfill materials, clean up, seeding, sodding and any other items necessary for the construction of the utility line shall be included in the contract price for the utility installation.
6. The Contractor shall be responsible for contacting respective utility companies 48-hours in advance for the inspection of any proposed utility main extension or service line or service connection to any existing main.
7. Conflicts shall be resolved by the contractor placing the utility line adjacent to the trench, and compacted to prevent saturation and excess sediment runoff. Unsuitable materials, excess rock and shale, asphalt, concrete, trees, brush etc. shall be properly disposed of offsite. Materials may be waste onsite at the direction of the Owner or his appointed representative.
8. All excavation is considered unclassified, unless noted otherwise. Unclassified excavation for utility trenching is subsidiary to the unit price provided for the pipe. Any quantity provided for rock excavation is estimated based on the best information provided to the Project Engineer. The Engineer has the authority to identify and define the physical characteristics to determine the price of excavation. The price of excavation shall be paid at a trench width of the nominal pipe diameter of the installed main plus 18 inches. Contractor is required to dispose of excess rock from their trenches by disposing it in areas as specified by the Project Engineer.

KANSAS LD, LLC
DEREK KENNEDY - MANAGER
4058 N. COLLEGE AVE., STE. 300
FAYETTEVILLE, AR 72703
p 913-249-8805
f.
DEREK.KENNEDY@RCH.COM

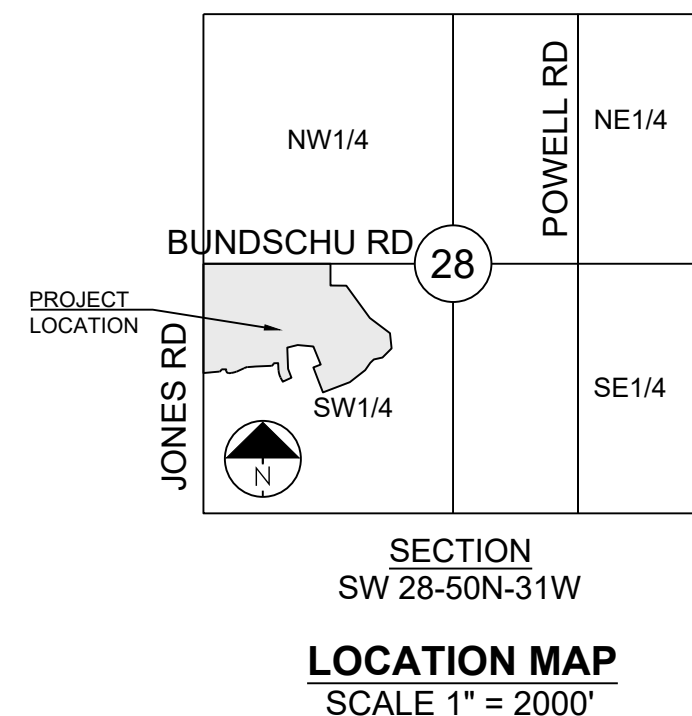
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N JONES ROAD AND E SALISBURY ROAD
INDEPENDENCE, MISSOURI

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2024.08.28				
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24-130				

SHEET

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SCHLAGEL
ENGINEERS PLANNERS SURVEYORS LANDSCAPE ARCHITECTS
14920 West 107th Street • Lenexa, Kansas 66215
(913) 492-5159 • Fax: (913) 492-8400
WWW.SCHLAGELASSOCIATES.COM

PREPARED BY:

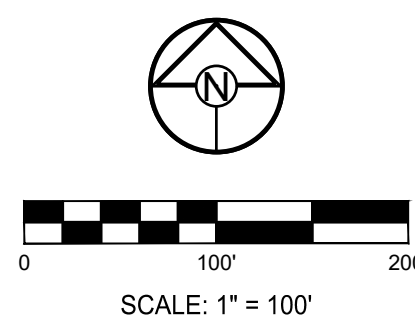
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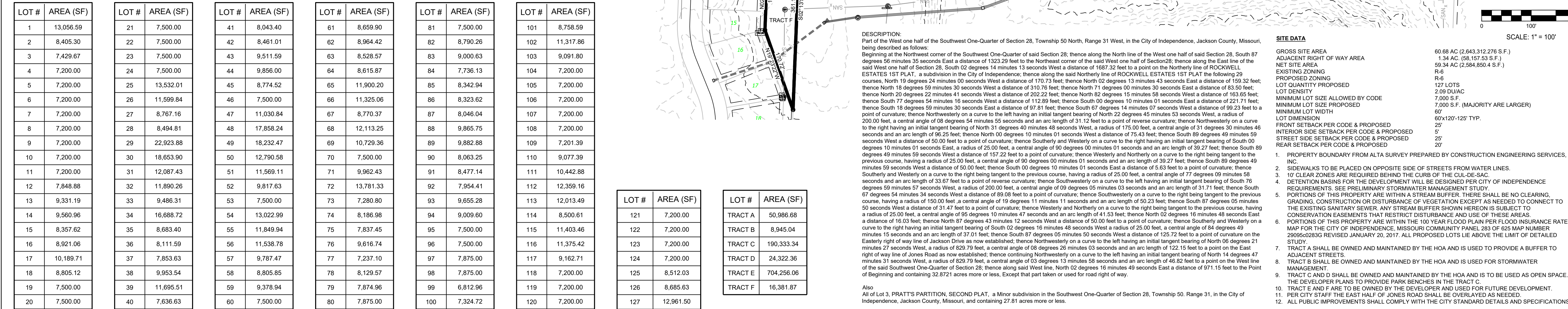
LIBERTY COMMONS
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N JONES ROAD AND E SALISBURY ROAD
INDEPENDENCE, MISSOURI

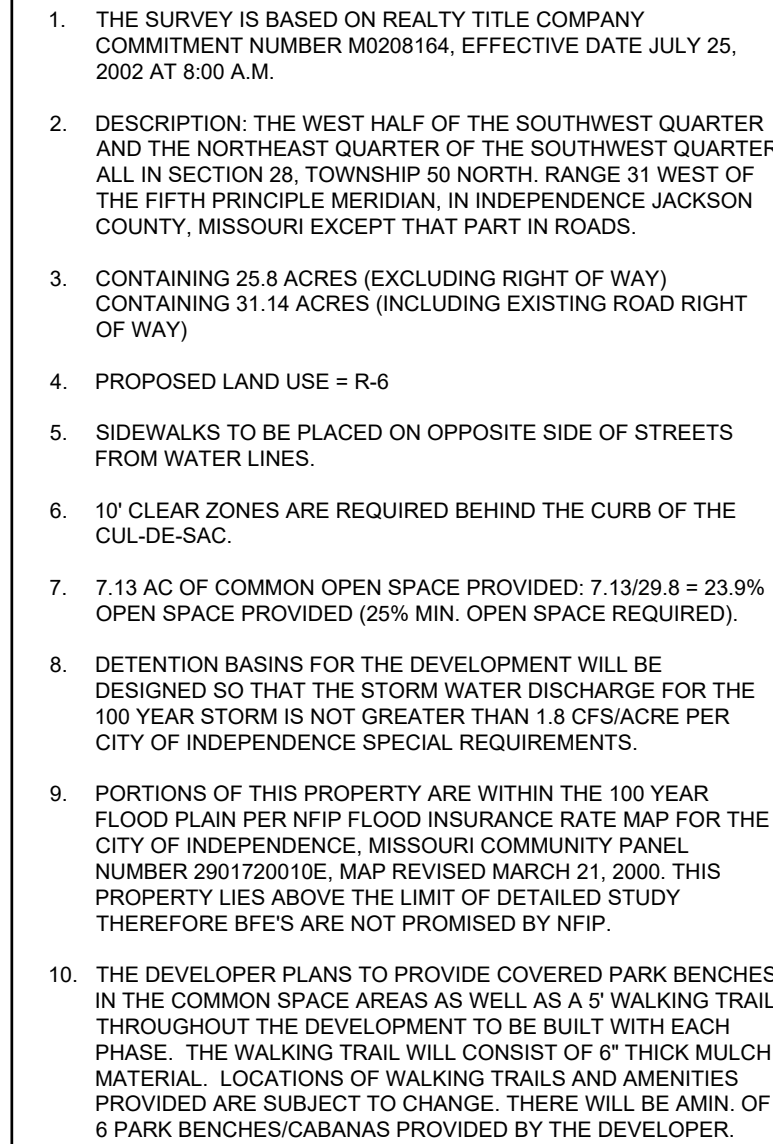
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EXISTING
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UDO Sec. 14-503-07-E. - Screening requirements within buffer yards.

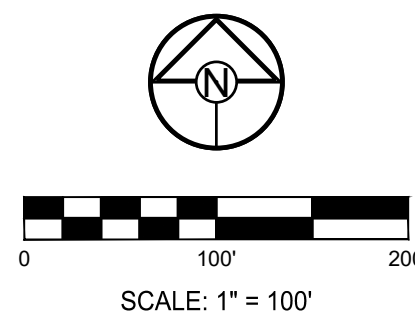
R-6 ZONING
NORTH LOW IMPACT BUFFER REQUIRED BETWEEN LOTS AND MAJOR ARTERIAL ROAD

RP-6 NORTH BOUNDARY
BUFFER REQUIRED
BUFFER PROVIDED

WIDTH REQUIRED	15'
WIDTH PROVIDED	15'
SHADE TREES REQUIRED	(1/500 S.F. (3 PER 100'))
ORNAMENTAL TREES REQUIRED	(1/750 S.F. (2 PER 100'))
EVERGREEN TREES REQUIRED	(1/500 S.F. (3 PER 100'))
SHRUBS REQUIRED	(1/500 S.F. (3 PER 100'))
SHADE TREES PROVIDED	(1/500 S.F. (3 PER 100'))
ORNAMENTAL TREES PROVIDED	(1/750 S.F. (2 PER 100'))
EVERGREEN TREES PROVIDED	(2/750 S.F. (4 PER 100'))
SHRUBS PROVIDED	(0/500 S.F. (0 PER 100'))

****NOTE: EVERGREEN TREES USED IN PLACE OF SHRUBS 1 EVERGREEN TREE = 3 SHRUBS**

LANDSCAPE CALCULATION TABLE			
DESCRIPTION	ORDINANCE REQUIREMENT	LANDSCAPE REQUIRED	LANDSCAPE PROVIDED
STREET TREES FRONTAGE REQUIREMENT 14-903-02-C	1 STREET TREE PER EVERY 50' OF STREET FRONTAGE	205 STREET TREES	205 STREET TREES
LOT SCREENING REQUIREMENT ADJ TO MAJOR ARTERIAL (BUNDUCH ROAD) 14-503-14	MIN. 18' OF DEPTH FROM MAJOR ARTERIAL FOR 1307 L.F.	LOW IMPACT TYPE A 39 CANOPY TREES 26 ORNAMENTAL TREES 52 EVERGREEN TREES	LOW IMPACT TYPE A 39 CANOPY TREES 26 ORNAMENTAL TREES 52 EVERGREEN TREES EXIST. TREES ARE NOT INCLUDED IN QNTYS SO PROVIDE ADDITIONAL SCREENING IF THEY CAN BE SAVED
LOT SCREENING REQUIREMENT ADJ TO LOCAL ROAD (JONES ROAD)	NOT REQUIRED	NOT REQUIRED	NOT REQUIRED
SINGLE FAMILY DWELLING TREE REQUIREMENT 14-503-02-B	2 TREES PER LOT 1 LOCATED IN FRONT YARD	250 LOT TREES	250 LOT TREES (LOT TREES PROVIDED BY HOME BUILDER)



PREPARED BY:

SCHLAGEL & ASSOCIATES, P.A.

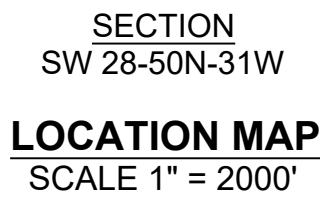
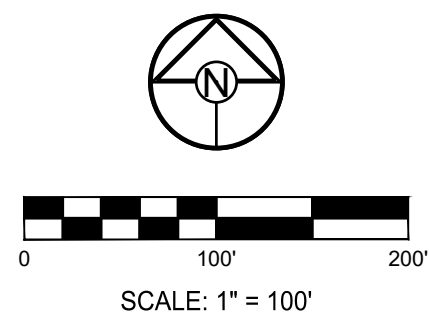
LIBERTY COMMONS
PRELIMINARY PLAT
N JONES ROAD AND E SALISBURY ROAD
INDEPENDENCE, MISSOURI

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PRELIMINARY
LANDSCAPE
PLAN

SHEET

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SCHLAGEL & ASSOCIATES, P.A.

LIBERTY COMMONS
PRELIMINARY PLAT

N JONES ROAD AND E SALISBURY ROAD
INDEPENDENCE, MISSOURI

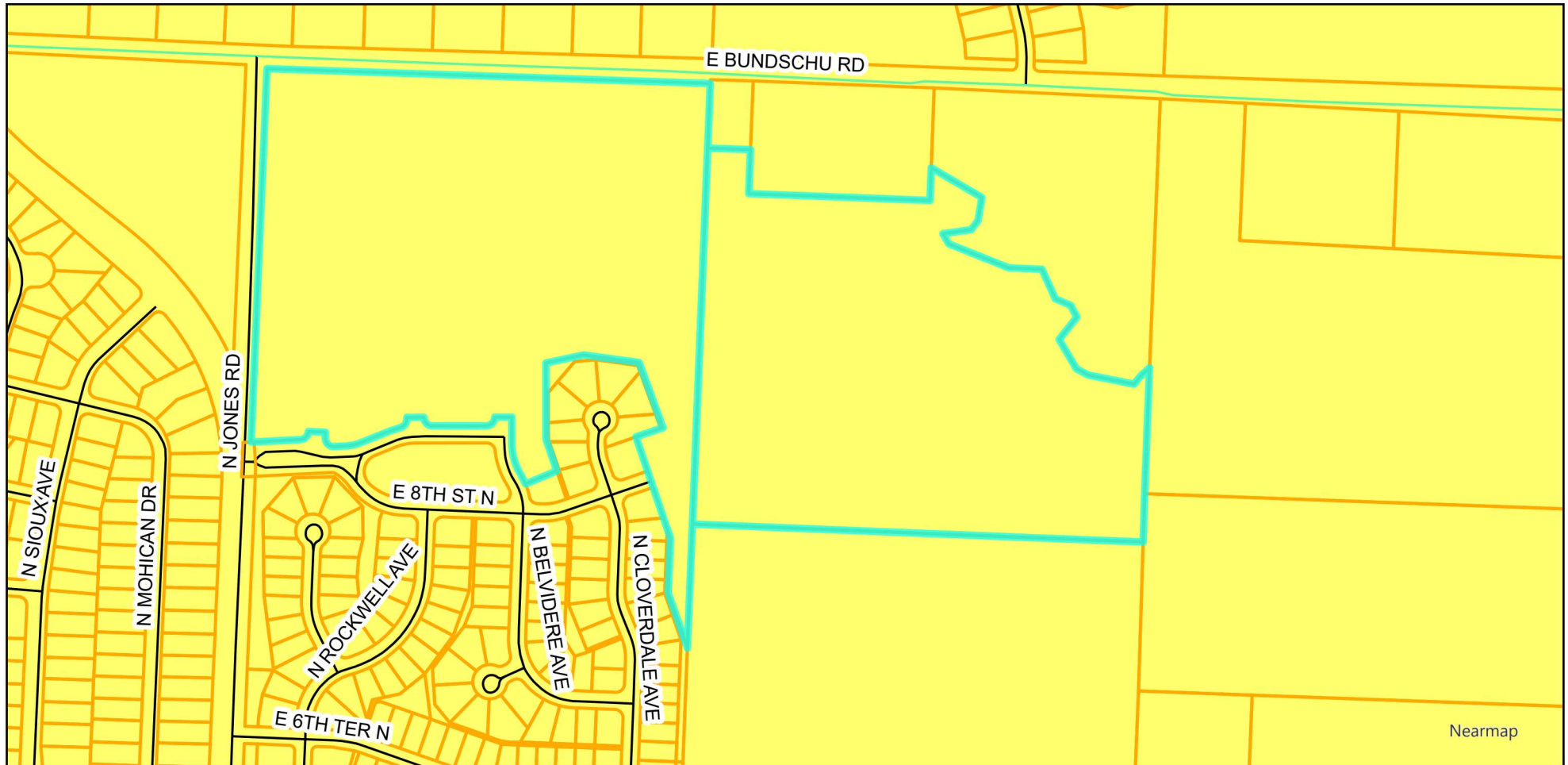
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2024.08.29		9			
PROJ. NUMBER:		10			
24-130		11			

NATURAL RESOURCE PLAN

SHEET
TP1.0

Comprehensive Plan Map

Permit #24-310-06



Legend

Parcels

Parcels

Streets

Local

Major Arterial

Proposed Land Use (Comp Plan)

Residential Neighborhoods

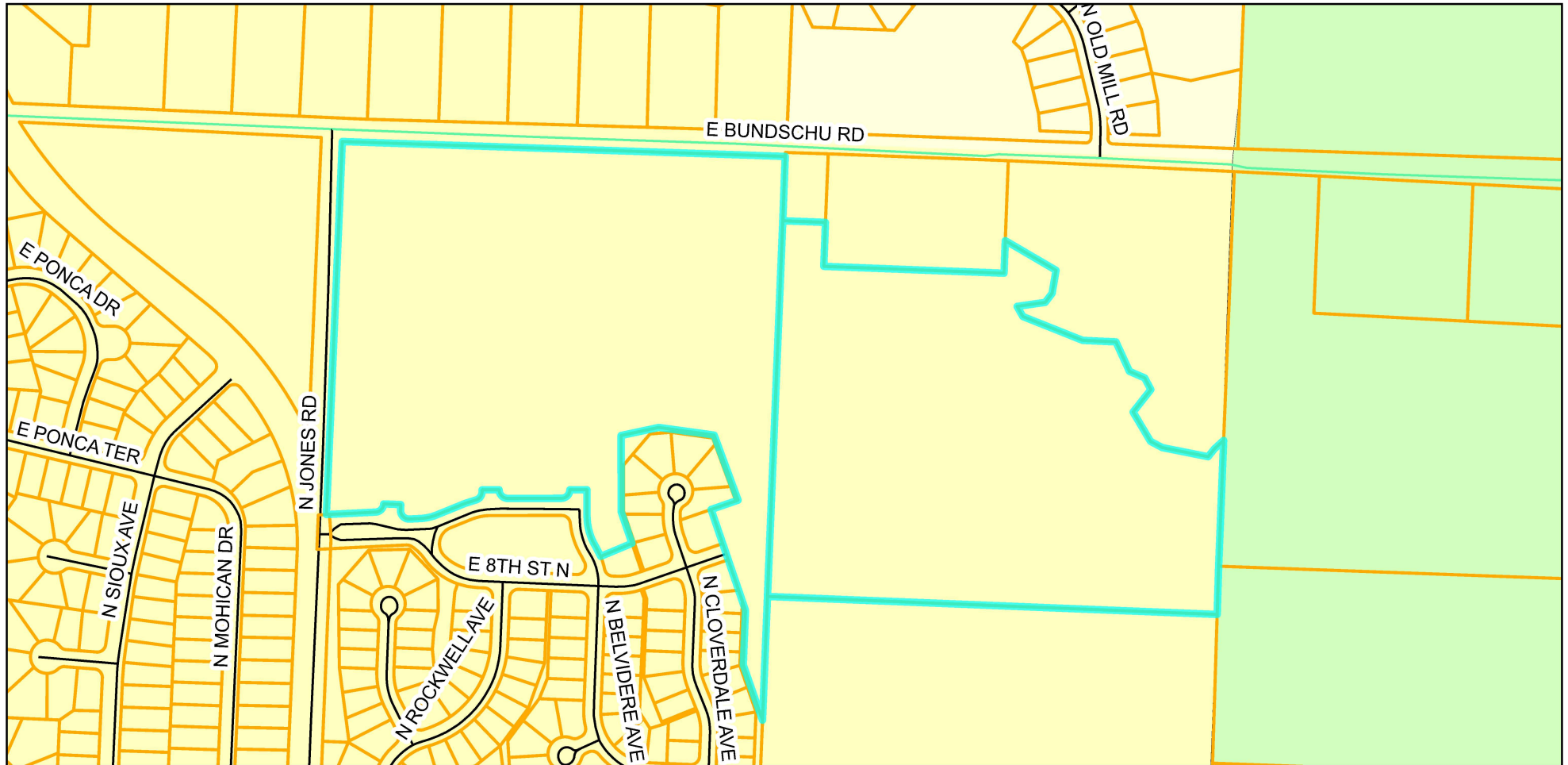
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Prepared by: Gabe Glaser
Community Development Department

Date Saved: 1/2/2025 3:53 PM

Zoning Map

Permit #24-310-06



Legend

Parcels

Parcels

Streets

Local

Major Arterial

City Limits

City Limits

Zoning District

R-4

R-6

R-A

0 0.07 0.15 0.3 Miles

Prepared by: Gabe Glaser
Community Development Department

Date Saved: 1/2/2025 5:10 PM



Planning Commission Minutes

January 14, 2025 6:00 PM

City Hall, 111 E. Maple Avenue (Ground Floor), Council Chambers

CALL TO ORDER

A meeting of the Planning Commission was held at 6:00 PM on 1/14/2025, in the 111 E Maple Avenue, Independence, MO 64050. The meeting was called to order.

ROLL CALL

Upon roll call, the following members were present - Laurie Dean Wiley, Eric Ashbaugh, Edward Nesbitt, Dan O'Neill, Virginia Ferguson, Jose Torres, Michael Young. Absent - .

CONSENT AGENDA

The Consent Agenda consists of routine items of business to be acted upon by the Planning Commission with little or no public discussion. The staff or committee recommendation for each item is included in the Planning Commission packet. Any item may be removed by a commissioner or staff member to become part of the regular agenda.

1. Planning Commission Minutes – November 19, 2024

Motion

Commissioner Edward Nesbitt made a motion to approve the Consent Agenda. Commissioner Michael Young seconded the motion. The motion was approved Yes 7, No 0, Abstained 0.

CASE TO BE CONTINUED - THE APPLICANT REQUESTS THIS CASE BE CONTINUED TO THE JANUARY 28, 2025 MEETING.

1. **Case 25-100-03 – Rezoning – 10900 E Truman Rd** – A request by Dustin Ferrell to rezone the property from I-1 (Industrial), C-2 (General Commercial), and R-12 (Two Family Residential) to I-1 (Industrial).

Motion

Commissioner Edward Nesbitt made a motion to continue the case to January 28, 2025 meeting. Commissioner Dan O'Neill seconded the motion. The motion was approved Yes 7, No 0, Abstained 0.

PUBLIC HEARINGS

1. **Case 25-100-01 – Rezoning – 2000 N. Elsea Smith Road** – A request by Derick Krones to rezone the property from R-A (Residential-Agricultural) to R-4 (Single Family Residential Low Density).

Staff Presentation

Brian Harker presented the case. Mr. Harker presented the Commission with a vicinity map, noting the area and surrounding zoning. He presented the Commission with an aerial map indicating the project area and explained the surrounding land uses. Mr. Harker noted that Residential-Agricultural requires a 250-foot lot frontage and splitting the lot would not meet that requirement. The R-4 zoning would only require a 75-foot lot frontage and would allow their minor subdivision application to move forward.

Applicant Comments

Derick Krones, 2000 N. Elsea Smith Road, stated he would like to split his lot into two lots so a second house can be built on the newly separated lot. He's hoping his family would be able to purchase the second lot to build a home next door to his.

Public Comments

Dawn Zachgo, 1512 N. Elsea Smith Road, stated provided a history of the property. She stated R-4 zoning does not match the 2040 Comprehensive Plan. Ms. Zachgo said this would allow more urban style development and create additional traffic that the roads are not designed to handle. This rezoning would cause a domino effect, setting a precedence for other property owners to do the same. Ms. Zachgo is concerned about the impact on public health and the long-term consequences for infrastructure and the surrounding community.

Gwen Herner, 1732 N. Elsea Smith Road, stated she has been fighting with Jackson County about her agricultural property. She's concern approving this rezoning will open a can of worms. Ms. Hefner feels if the City approves this rezoning, Jackson County will continue to try to change their property to residential instead of agricultural.

Bryan Etter, 1811 N. Elsea Smith Road, stated he's concerned about the waterway being contaminated with additional septic tanks.

Debbie Ruth, 1721 N. Elsea Smith Road, stated she's owned her property for ten years and they picked this area because of the rural surrounding. She said she agrees with past speakers and is concerned this will allow Jackson County to say the area is not agricultural.

John Veldheer, 1607 N. Elsea Smith Road, said the road is very narrow and he's concerned about additional traffic.

Linda Nix, 1515 N. Elsea Smith Road, stated she was the first to build their house on that side of the street in 1989. She is concerned this change will destroy their land and she wants her property to stay zoned Residential-Agricultural.

Dennis Heimsoth, 1507 N. Elsea Smith Road, said they don't want another housing addition because as soon as this starts, it's going to create houses everywhere.

Pam Wrinkle, 915 N. Elsea Smith Road, stated she would like the property to stay zoned Residential-Agricultural.

Rita Veldheer, 1607 N. Elsea Smith Road, said she signed up for R-A zoning and wants it to remain as it is.

Mr. Krones stated he would like to only have one additional house on the property and hopes that his family can purchase it to build a home next to theirs.

Commissioner Comments

In response to Commissioner Nesbitt's question, Mr. Harker stated you can only have one house on a property. He said with R-4 they can still have chickens. Mr. Harker stated the property could not stay R-A and allow the lot split due to the minimum lot frontage.

Rick Arroyo provided additional information on the restrictions and what the R-4 zoning would allow. He explained only one additional home would be allowed on the property due to the requirement to have 75-foot lot footage and sewer requirements.

Chairwoman Wiley confirmed with Mr. Harker that this rezoning will only allow one additional residential structure to be built. Mr. Harker added that the sewer system and lot frontage will not allow more than one property to be built.

Commissioner Nesbitt stated the surrounding property owners purchased their land with an R-A zoning and would like to see it stay R-A.

Motion

Commissioner Dan O'Neill made a motion to approve the case. Commissioner Edward Nesbitt seconded the motion. The motion failed Yes 2, No 5, Abstained 0.

2. **Case 25-100-04 – Rezoning – Evanston Park Rezoning** – A City request to rezone the property located at 9408 E. Winner Road from O-1 (Office-Residential) to R-6 (Single Family Residential) and the properties located at 715 & 717 S. Brookside, 812, 818 & 820 S. Glenwood, 9306 & 9310 E. 9th Street S, and 9400, 9402, 9404 & 9406 E. Winner Road from R-30/PUD (High Density Residential/Planned Unit Development) to R-6 (Single Family Residential).

Staff Presentation

Brian Harker presented the case. Mr. Harker presented the Commission with a vicinity map, noting the area and surrounding zoning. He presented the Commission with an aerial map

indicating the project area and explained the surrounding land uses.

Public Comments

No public comments.

Motion

Commissioner Edward Nesbitt made a motion to approve the case. Commissioner Eric Ashbaugh seconded the motion. The motion was approved Yes 7, No 0, Abstained 0.

3. **Case 25-100-05 – Rezoning – Liberty Street Rezoning** – A City request to rezone the properties located at 1420, 1422, 1424 & 1426 S. Liberty Street from R-30/PUD (High Density Residential/Planned Unit Development) to R-6 (Single Family Residential).

Staff Presentation

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

Public Comments

No public comments.

Motion

Commissioner Dan O'Neill made a motion to approve the case. Commissioner Edward Nesbitt seconded the motion. The motion was approved Yes 7, No 0, Abstained 0.

OTHER BUSINESS

1. **Case 24-310-06 – Preliminary Plat – Liberty Commons** – A request by Derek Kennedy for approval of a preliminary plat.

Staff Presentation

Gabe Glaser presented the case. Mr. Glaser presented the Commission with a vicinity map, noting the area and surrounding zoning. He presented the Commission with an aerial map indicating the project area and explained the surrounding land uses. Mr. Glaser reviewed the conditions of approval.

Applicant Comments

Dan Foster, 14920 W 107th St., Lenexa, KS, stated he's representing the developer. He said they agree with the staff's report and agree to all the conditions.

Public Comments

No public comments.

Commissioner Comments

Chairwoman Wiley and Commissioner O'Neill both expressed gratitude to the applicant for creating additional housing.

Motion

Commissioner Edward Nesbitt made a motion to approve the case. Commissioner Jose Torres seconded the motion. The motion was approved Yes 7, No 0, Abstained 0.

ROUNDTABLE - NEXT MEETING JANUARY 28, 2025

Chairwoman Wiley requested permission from the Planning Commissioners to talk to staff about not mailing the packets. She noted the Commission does have access to the packet online.

Commissioner Nesbitt said he would be okay with online packets, if they'll receive the same information online.

Commissioner Ashbaugh stated he's having issues with the small maps and questioned if the online version will allow them to zoom in. Mr. Arroyo stated the largest map they could print would be 11x17.

Chairwoman Wiley noted all Commissioners received the new City Council approved Member Agreement and will need to turn it in before the next meeting.

ADJOURNMENT

The meeting was adjourned at 7:34 p.m.

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

25-720 A Resolution establishing the Independence Animal Welfare Committee, defining the purposes and duties of the Committee, and providing for its organization and plan of operation. **7-0 Passes Res. No. 7100**

Recommendations:**Background:****Emergency Justification:****Fiscal Impact:****Council Action:**

**Department /
Contact**

Council and Board /

REVIEWERS

Jeremy Cover
Zachary Walker
Susanne Holland

ATTACHMENTS:

1. Indep Animal Welfare Comm Res revised 2-3-25

BILL NO. _____

RESOLUTION NO. _____

A RESOLUTION ESTABLISHING THE INDEPENDENCE ANIMAL WELFARE COMMITTEE, DEFINING THE PURPOSES AND DUTIES OF THE COMMITTEE, AND PROVIDING FOR ITS ORGANIZATION AND PLAN OF OPERATION

WHEREAS, Jackson County and the City of Independence previously participated in a joint committee known as the Jackson County Animal Welfare Committee, created by the Amended Intergovernmental Cooperative Agreement between Jackson County and the City of Independence on March 14, 2013, per Ordinance No. 18047; and

WHEREAS, on August 6, 2019, the voters of the City of Independence approved Proposition P, which implements a local use tax at the rate of 2.25%; and,

WHEREAS, 50% of the funds generated by the local use tax are used to fund Animal Shelter operations up to \$750,000, per Ordinance No. 19011; and,

WHEREAS, Jackson County gave notice to the City of Independence and its members on March 8, 2023, that routine meetings were no longer needed, and the Jackson County Animal Welfare Committee ceased meeting; and

WHEREAS, the Independence City Council has determined it to be in the best interest of the City to have a citizen body to monitor the expenditure of proceeds from Proposition P.

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

Section 1. That there is hereby created the Independence Animal Welfare Committee to be composed of seven individuals who are residents of Independence and are interested in the care and treatment of animals. The City Manager is hereby directed to solicit applications from candidates with the qualities of leadership, temperance, judgement, and interest in programs and services designed to impact animal welfare.

Section 2. That members of the Committee shall be appointed to three-year terms, but the initial appointment of members shall be as follows to allow for staggered terms: two members for one year, two members for two years, and three members for three years.

Section 3. That the Committee shall meet quarterly to review the expenditure of revenues generated through the collection of the local use tax allocated to fund operations at the Animal Shelter.

Section 4. A staff liaison and a City Council member shall be assigned to the Committee and shall review and recommend appointments to the City Council. Appointments to the Committee will be made by a majority vote of the City Council.

PASSED THIS _____ DAY OF _____, 2025, BY THE CITY COUNCIL OF THE CITY OF INDEPENDENCE, MISSOURI.

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

ATTEST:

City Clerk

APPROVED AS TO FORM AND LEGALITY:

City Counselor

REVIEWED BY:

City Manager

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

25-721 A Resolution appointing Genesis Rivera to the Independence Advisory Board of Health of the City of Independence, Missouri **Approved Res. No. 7101**

Recommendations:**Background:****Emergency Justification:****Fiscal Impact:****Council Action:**

**Department /
Contact**

Council and Board /

REVIEWERS

Jeremy Cover
Zachary Walker
Susanne Holland

ATTACHMENTS:

1. G Rivera Res to Adv BOH

BILL NO. _____

RESOLUTION NO. _____

A RESOLUTION APPOINTING GENESIS RIVERA TO THE INDEPENDENCE ADVISORY
BOARD OF HEALTH OF THE CITY OF INDEPENDENCE, MISSOURI

WHEREAS, the City Council of the City of Independence, Missouri, did, pursuant to Ordinance No. 1585, passed on the 11th day of September, 1967, create the Independence Advisory Board of Health of the City of Independence, Missouri; and,

WHEREAS, a restructuring of the board was approved by Council on November 16, 2009, by Ordinance No. 17448 and on December 6, 2021, by Ordinance No. 19279; and,

WHEREAS, one term has expired, creating a vacancy; and,

WHEREAS, the City Council deems it advisable to appoint Genesis Rivera to the Independence Advisory Board of Health in Independence, Missouri, because of their qualities of leadership, temperance, and judgment; and,

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

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

SECTION 1. That the City Council of the City of Independence, Missouri, hereby appoints the following person(s) to the Independence Advisory Board of Health of the City of Independence, Missouri, to serve without compensation for the indicated term or until duly succeeded by another person, property qualified and appointed:

<u>Name</u>	<u>Address</u>	<u>Term Expires</u>
Genesis Rivera	9700 E. Westport Rd.	11/6/2027

PASSED THIS _____ DAY OF FEBRUARY 2025 BY THE CITY COUNCIL OF THE
CITY OF INDEPENDENCE, MISSOURI.

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

ATTEST:

City Clerk

APPROVED AS TO FORM AND LEGALITY:

City Counselor

REVIEWED BY:

City Manager

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

25-722 A Resolution appointing Audrey Elder to the Heritage Commission **Approved Res. No. 7102**

Recommendations:

Background:

Emergency Justification:

Fiscal Impact:

Council Action:

**Department /
Contact**

Council and Board /

REVIEWERS

Jeremy Cover
Zachary Walker
Susanne Holland

ATTACHMENTS:

1. A Elder Res Heritage Comm

BILL NO. _____
RESOLUTION NO. _____

A RESOLUTION APPOINTING AUDREY ELDER AS A MEMBER OF THE CITY
HERITAGE COMMISSION OF THE CITY OF INDEPENDENCE, MISSOURI

WHEREAS, the City Council of the City of Independence, pursuant to Ordinance No. 3183, passed on the 7TH day of May, 1973, create the Heritage Commission within and for the City of Independence, Missouri; and,

WHEREAS, the City Council of the City of Independence, Missouri, did, in subsequent ordinances and resolutions, change the appointing authority provisions, adjust term rotations and the composition of the Commission; and,

WHEREAS, one resignation has created a vacancy; and,

WHEREAS, the Council Liaison reviewed applications and makes the following recommendations; and,

WHEREAS, the City Council deems it necessary and advisable to appoint Audrey Elder to said Commission because of their qualities of leadership, temperance, judgment, and interest in the history of the City of Independence; and,

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

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

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

<u>Name</u>	<u>Address</u>	<u>Term Expires</u>
Audrey Elder	5111 N. Kiefer Rd.	4/01/2028

PASSED THIS _____ DAY OF FEBRUARY 2025, BY THE CITY COUNCIL OF THE CITY OF INDEPENDENCE, MISSOURI.

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

ATTEST:

City Clerk

APPROVED AS TO FORM AND LEGALITY:

City Counselor

REVIEWED BY:

City Manager

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

25-723 A Resolution appointing Eric Strack to the Independence Square Advisory Board **Approved Res. No. 7103**

Recommendations:

Background:

Emergency Justification:

Fiscal Impact:

Council Action:

**Department /
Contact**

Council and Board /

REVIEWERS

Jeremy Cover
Zachary Walker
Susanne Holland

ATTACHMENTS:

1. E Strack Resolution Indep Square 2025

Independence Square Advisory Board
Appt. Strack
2/17/25 SH

BILL NO. _____
RESOLUTION NO. _____

A RESOLUTION APPOINTING ERIC STRACK TO THE INDEPENDENCE SQUARE ADVISORY
BOARD OF THE CITY OF INDEPENDENCE, MISSOURI.

WHEREAS, the City Council of the City of Independence, Missouri, did pursuant to Ordinance No. 7755, passed on the 3rd day of October, 1983, created the Independence Square Advisory Board of the City of Independence, Missouri; and,

WHEREAS, the City Council of the City of Independence, Missouri, did pursuant to ordinance No. 10024, passed on the 9th day of November, 1987, amended the interior boundary lines for membership on the Independence Square Advisory Board; and,

WHEREAS, the City Council of the City of Independence, Missouri, did pursuant to Ordinance 18924, passed on the 20th day of August 2018, remove the internal boundary areas for membership on the Independence Square Advisory Board; and,

WHEREAS, due to the resignation of a member, a vacancy has been created; and,

WHEREAS, the City Council deems it necessary and advisable to appoint Eric Strack, who owns property or business within the boundary of the Independence Square Benefit District in Independence, Missouri, and because of their qualities of leadership, temperance, and judgment; and,

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

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 person(s) to be members of the Independence Square Advisory Board of Independence, Missouri, to serve without compensation for the indicated term or until duly succeeded by another person properly qualified and appointed:

Name	Address	Term Expiration
Eric Strack	6107 Walnut St. KCMO	10/4/2027

PASSED THIS _____ DAY OF FEBRUARY 2025, BY THE CITY COUNCIL OF THE CITY
OF INDEPENDENCE, MISSOURI.

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

ATTEST:

City Clerk

APPROVED AS TO FORM AND LEGALITY:

City Counselor

REVIEWED BY:

City Manager

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

25-724 A Resolution reappointing Sara Zorich to the Truman Memorial Scholarship Fund
Candidate Selection Committee **Approved Res. No. 7104**

Recommendations:**Background:****Emergency Justification:****Fiscal Impact:****Council Action:**

**Department /
Contact**

Council and Board /

REVIEWERS

Jeremy Cover
Zachary Walker
Susanne Holland

ATTACHMENTS:

1. S Zorich Reappt Truman Memorial Scholarship

BILL NO. _____

RESOLUTION NO. _____

A RESOLUTION REAPPOINTING SARA ZORICH TO THE TRUMAN MEMORIAL
SCHOLARSHIP FUND CANDIDATE SELECTION COMMITTEE OF THE CITY OF
INDEPENDENCE, MISSOURI

WHEREAS, the City Council of the City of Independence, Missouri, did pursuant to Ordinance No. 8936, passed on the 7th day of October, 1995, create the authority for the Truman Memorial Scholarship Fund Candidate Selection Committee of the City of Independence, Missouri; and,

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

WHEREAS, the City Council now deems it advisable to reappoint Saray Zorich because of their qualities of leadership, temperance and judgment to fill said vacancies; and,

WHEREAS, said individual(s) are duly qualified to so serve according to the Charter and ordinances of this City;

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

SECTION 1. That the City Council of the City of Independence, Missouri, hereby reappoints the following individual(s) as members of the Truman Memorial Scholarship Fund Candidate Selection Committee, to serve without compensation for said term or until their successors are duly qualified and appointed.

<u>Name</u>	<u>Address</u>	<u>Term Expires</u>
Sara Zorich	3301 S. Elizabeth Ave. 64057	8/21/2026

PASSED THIS _____ DAY OF FEBRUARY 2025 BY THE CITY COUNCIL OF THE
CITY OF INDEPENDENCE, MISSOURI.

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

ATTEST:

City Clerk

APPROVED AS TO FORM AND LEGALITY:

City Counselor

REVIEWED BY:

City Manager

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

25-005 **2R** An ordinance amending Article 3 of Chapter 5 of the City Code pertaining to Hotels And Extended Stay Hotels. **2R Passes 7-0 Ord. No. 19652**

Recommendations:

Staff recommends approval.

Background:

On September 5, 2023, the City Council approved Ordinance No 19480 amending Chapter 5 of the City Code to add regulations pertaining to extended stay hotels. Since the adoption of these regulations, the City has had ongoing conversations with community members on updates and changes to these regulations. These conversations led to the proposed ordinance that revises and clarifies the requirements for hotels and extended stay hotels. Specifically, this ordinance:

1. Changes the Article title to Hotels and Extended Stay Hotels.
2. Creates two (2) Divisions – Division 1. Standards Applicable to All Lodging Establishment and Division 2. Standards Applicable to Extended Stay Hotels.
3. Modifies the extended stay hotel definition, adds a definition for non-profit community partner agency and adds extended stay hotel to other terms in the definition section.
4. Clarifies that Chapter 5, Article 1 (Business License) applies to all lodging establishments.
5. Modifies the Penalty and Interest section to update the interest that is added for delinquent transient guest tax payments. Updates and clarifies that any operator could be subject to the suspension and revocation procedures for delinquent transient guest tax payments.
6. New requirement for hotel/extended stay operators who are delinquent 3 or more months in remitting transient guest tax to post a payment to the City as part of the business license and/or liquor license renewal. This payment would equal the transient guest taxes due for the preceding year.
7. Clarifies that hotel guests can stay no longer than 30 consecutive days at a time.
8. The Refusal to Register section was moved to Division 1 to apply to all lodging establishments. This requirement follows Missouri State Statute.
9. The Ejection from Facility section was moved to Division 1 to apply to all lodging establishments. This requirement follows Missouri State Statute.
10. Clarifies that the Independence Health Code is applicable to hotels and extended stay hotels.
11. Adds that every hotel and extended stay hotel operating in the City shall comply with all city, state and federal laws.

12. Adds a section related to business license denial, suspension and revocation and refers the user to the procedures outlined in Chapter 5 of the City Code.
13. Division 2 are standards applicable to extended stay hotels.
14. Moves the extended stay design requirements to Division 2.
15. Moves the mandatory re-registration to Division 2 and requires guest who stay in an extended stay hotel for longer than 30 days to re-register to every 30 days.

Staff believes the proposed amendment will better serve our community and help regulate extended stay hotels to ensure the public safety in and around hotels.

Emergency Justification:

Fiscal Impact:

There is no fiscal impact.

Council Action:

Department / Contact	Community Development /
---------------------------------	-------------------------

REVIEWERS

Tom Scannell
Jeremy Cover
Melissa Cabrera
Zachary Walker
Susanne Holland

ATTACHMENTS:

1. Ordinance Regarding Hotel & Extended Stay Amendment 2025
2. Chapter 5 Article 3. Hotels and Extended Stay Hotels
3. Ord. No. 19652 - Signed

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE AMENDING ARTICLE 3 OF CHAPTER 5 OF THE CITY
CODE PERTAINING TO HOTELS AND EXTENDED STAY HOTELS.

WHEREAS, the City of Independence may make and enforce within its limits all local, police, sanitary, and other ordinances and regulations not in conflict with general laws; and,

WHEREAS, City Council has previously enacted regulations relating to hotels, motels, and lodging establishments; and,

WHEREAS, City Council has also previously enacted provisions specifically regulating extended guest stays at these facilities; and,

WHEREAS, City Council desires to update these regulations to ensure these establishments are operated consistently and safely to the traveling and visiting public.

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

SECTION 1. The City Code of the City of Independence Article 3, Chapter 5 shall hereby be amended as follows:

“ARTICLE 3. - HOTELS, ~~MOTELS, LODGING~~ AND EXTENDED STAY HOTELS
~~BOARDING HOUSES AND PRIVATE CLUBS~~

DIVISION 1. STANDARDS APPLICABLE TO ALL LODGING ESTABLISHMENTS

Sec. 5.03.001. Definitions. In this article:

EXTENDED STAY HOTEL means any hotel, motel, or lodging establishment which ~~tenant or occupant who exercises occupancy~~ or is entitled to allow occupancy, as indicated on the establishment's annual business license, by reason of concession, permit, right of access, license or other agreement for a period of ~~sixteen~~ thirty-one (31) consecutive calendar days or more, counting portions of calendar days as full days and meeting the standards of Division 2 of this Article.

HOTEL means any structure or any portion of any structure that is occupied or intended or designed for occupancy by transients for dwelling, lodging or sleeping purposes and includes, but is not limited to, any hotel, inn, tourist home or house, motel, studio hotel, bachelor hotel, lodging house, rooming house, apartment house, dormitory, public or private club, mobile home or house trailer at a fixed location.

NONPROFIT COMMUNITY PARTNER AGENCY means a nonprofit organization that provides critical services, including but not limited to housing services, case management,

education, workforce development, health care, and legal services, to low- and moderate-income individuals and/or households.

OCCUPANCY means the use or possession or the right to the use or possession of any room or rooms or portion thereof in any hotel for dwelling, lodging or sleeping purposes.

OPERATOR means the person who is the proprietor of a hotel **or extended stay hotel**. Where the operator performs functions through a managing agent of any type other than an employee the managing agent shall also be deemed an operator for the purposes of this article and shall have the same duties and liabilities as the principal. Compliance with the provisions of this article by either the principal or the managing agent shall be compliance by both.

PERSON means any individual, firm, partnership, joint venture, association, social club, fraternal organization, joint stock company, corporation, estate, trust, business trust, receiver, trustee, syndicate or any other group or combination acting as a unit.

RENT means the consideration charged for the occupancy of space in a hotel **or extended stay hotel**.

TENANT means any person who exercises occupancy or is entitled to occupancy by reason of concession, permit, right of access, license or other agreement. OCCUPANT can be used interchangeably with TENANT.

TRANSIENT means any tenant who exercises occupancy or is entitled to occupancy by reason of concession, permit, right of access, license or other agreement for a period of 30 consecutive calendar days or less, counting portions of calendar days as full days. Any such tenant so occupying space in a hotel shall be deemed to be a transient until the period of 30 days has expired unless there is an agreement in writing between the operator and the occupant providing for a longer period of occupancy. In determining whether a person is a transient, uninterrupted periods of time extending both prior and subsequent to the effective date of this article may be considered.

RECORD means all electronic, typewritten, or handwritten information about a tenant.

REGISTER means a machine in which electronic or typewritten records are kept or a document or set of documents in which handwritten or typewritten records are kept.

Sec. 5.03.002. **Chapter 5**, Article 1 applies.

The following special provisions for applicants or holders of licenses for hotels, motels, lodging and boarding houses and private clubs shall not be construed as the only requirements of such persons under this chapter. Rather, Article 1 of this chapter shall be applied here in its entirety except where specific provisions of this article override the general provisions of Article 1.

Sec. 5.03.003. Tax imposed—Gross daily rent.

There is hereby levied a tax of six and one-half percent of the gross daily rent due from or paid by transient guests of all hotels **and extended stay hotels** in addition to the fees charged for

occupation licenses required for the operation of all hotels as set forth in Article 1 of this chapter. The Director of Finance shall be responsible for the administration and levy of this tax.

Sec. 5.03.004. Reporting and remitting rental tax.

Each operator shall on or before the 20th day of the month following the close of each month make a return to the Director of Finance on forms provided of total rents charged and the amount of tax collected for transient occupancy. At the time the return is filed, the full amount of the tax collected shall be remitted to the Director of Finance. The Director of Finance may establish shorter reporting periods for any license holder that has established a record of being delinquent in reporting and/or remitting taxes accruing hereunder. The Director of Finance may also establish shorter or longer reporting periods for any license holder to insure the efficient and effective collection of the tax.

Sec. 5.03.005. Penalties and interest.

- A. ~~Any operator who fails to remit any tax imposed by this article within the time required shall pay a penalty of one percent and interest of two percent per month, not to exceed 25 percent per annum, of the amount of the tax in addition to the amount of the tax. For each and every month, or part thereof, any such tax provided for under this article shall remain unpaid after the same shall become due and payable, there shall be added to such tax as a penalty, ten (10) per cent of the amount of such license tax for the first month or part thereof the same is unpaid, and for each and every month thereafter two (2) per cent of the amount of such tax shall be added until the same is fully paid. In addition to the penalties provided herein, any person, firm, or corporation subject to the provisions of this article who fails to file a statement or pay the tax or files a false or a fraudulent statement, required by this article or within the time required by this article shall, upon conviction thereof, shall be punished by a fine not exceeding \$500.00 or by imprisonment not exceeding three months, or by both such fine and imprisonment.~~
- B. Every penalty imposed and such interest as accrues under the provisions of this section shall become a part of the tax herein required to be paid. Any penalty may for good cause be waived provided that a report thereof be made to the City Council.
- C. Any unpaid taxes shall be considered delinquent 30 days after the due date.
- D. Any operator who fails to pay their transient guest tax within 30 days after the due date shall be subject to the suspension and revocation procedures of Chapter 5, Article 1. Staff will recommend to the Business License Manager the revocation of the motel/hotel's business license if the motel/hotel operator fails to pay their transient guest tax within 30 days past the due date.
- E. The City Business License Manager will not reinstate a motel extended stay hotel/hotel's business license until they are current in their tax payments, penalties and interest or have a signed payment agreement with the Finance Department.

Sec. 5.03.006. Failure to collect and report tax—Determination of tax by Director of Finance.

If any operator shall fail or refuse to collect any tax or to submit within the time provided in this article any report and/or remittance of any tax or any portion thereof required, the Director of Finance shall proceed to obtain facts and information on which to base an estimate of the tax due. As soon as the Director of Finance procures such facts and information upon which to base such an estimate or assessment against the operator of all tax, interest and penalties provided for by this

article, the Director of Finance shall give notice of the amount so assessed by serving it personally or by depositing it in the United States mail, postage prepaid, addressed to the operator at the business address.

Sec. 5.03.007. Right to hearing.

Such operator may within ten days after the serving or mailing of any notice make application in writing to the Director of Finance for a hearing on the amount assessed as transient guest tax. If such application for a hearing is not made within the time prescribed, the tax, interest and penalties, shall become final and conclusive and immediately due and payable by such operator. If an application is received for a hearing, the time and place of such hearing shall be fixed within five days of receipt of the request. The notice for request of a hearing should show cause why the amount, specifying tax, interest and penalties should not be fixed as specified in the assessment. After such hearing, the Director of Finance shall determine the proper tax to be remitted and shall thereafter give written notice to the operator of such determination and the amount of such tax, interest and penalties.

Sec. 5.03.008. Retention of records for taxing purposes.

It shall be the duty of every operator liable for the collection and payment to the City of any tax imposed by this article to keep and preserve for a period of three years all records which may be necessary to determine the amount of such taxes as may have accrued to the City and for the collection or payment of which such operator is responsible. The Director of Finance shall have the right to inspect such records at all reasonable times, but shall hold the same in confidence and utilize the same only for the purposes of this article.

Sec. 5.03.009. Refunds—Overpayment of taxes.

- A. Whenever the amount of any tax, interest or penalty has been overpaid or paid more than once or has been erroneously collected or received by the City under this article, it may be refunded as provided in Subsections B and C of this section. A claim in writing must be presented stating, under penalty of perjury, the specific grounds upon which the claim is founded. The claim shall be on forms provided by the Director of Finance.
- B. An operator may claim a refund or take as a credit against taxes to be remitted the amount previously overpaid, paid more than once or paid after being erroneously collected or received when it is established in a manner prescribed that the tax was paid on rent charged a person who was not a transient. However, neither a refund nor a credit shall be allowed unless the amount of the tax to be refunded or credited if collected from a tenant or other person has either been refunded to such person or credited to rent subsequently payable by such person to the operator.
- C. No refund shall be paid under the provisions of this section unless the claimant establishes a right thereto by written records showing entitlement.

Sec. 5.03.010. Actions to collect taxes owed to the City.

Any tax required to be paid by any operator under the provisions of this article shall be deemed a debt owed by such operator to the City. Any person owing money to the City under the provisions of this article shall be liable to an action brought in the name of the City for the recovery of such amount.

Sec. 5.03.011. Bond for renewal of business or liquor license when tax delinquent.

Renewal of the city business license or liquor license of any operator who has been delinquent in remitting any tax required by this article for or during three (3) or more months during the year preceding renewal shall be conditioned upon the posting of a bond to secure payment of said taxes during the year of renewal. The amount of the bond shall be equal to the amount of tax payments of such operator during the year preceding renewal. The bond shall be subject to the approval of the city counselor.

Sec. 5.03.012. Unlawful acts - ~~Hotel~~ Operator.

It shall be unlawful for any operator to fail or refuse to register a hotel **or extended stay hotel** or to submit any tax return or other financial records or to refuse to permit any necessary inspection of hotel records by the Director of Finance or to willfully render a false or fraudulent tax return or claim as required by this article.

Sec. 5.03.013. Hotel register required.

Every Operator of a hotel **and extended stay hotel**, as defined by this chapter, shall keep a register in which the following information shall be entered legibly, either in electronic, ink, or typewritten form, prior to the room being furnished or rented to a tenant: (a) the true name and residence address for the tenant, and (b) the make, type and license number of any vehicle under the control of the tenant, if the vehicle will be parked on hotel **or extended stay hotel** premises. The register shall also show the day, month, and year when such information was entered, the day, month and year of tenant check-in, and the room or rooms to be occupied by such persons. It shall be unlawful for any Operator to refuse or neglect to comply with the requirements of this chapter.

Sec. 5.03.014. Identification required.

- (a) The Operator shall require identification to be presented upon registration sufficient to confirm the identity of the tenant in the following instances: (i) when a tenant obtains a right to Occupancy by paying for the room entirely in cash; (ii) when a tenant has not made a prior reservation and obtains a right to Occupancy on a "walk-in" basis; and (iii) when, at the time of tenant registration, the Operator does not have in its possession all of the register information required by ~~Section 5.03.012(a)~~ **this Article**.
- (b) At the time of check in, the Operator shall record in the register the type of identification presented, the number and expiration date of the identification presented, and the information required by **this Article** ~~Section 5.03.012~~. The Operator may comply with this section by copying and or scanning a Government issued pictured identification and recording the information in the register.
- (c) A major credit/debit card must be presented upon registration in order to reserve a room unless, at the time of tenant registration, the Operator has in its possession a major credit/debit card number from the tenant or the entity responsible for the cost of the room. This provision does not prohibit Hotels from accepting alternative methods of payment upon check out.

Sec. 5.03.015. Retention of register.

- (a) The Operator shall keep the register on the hotel premises in the tenant reception, tenant check-in area, or in an adjacent office. The register shall be maintained at that location on the hotel premises for a period of three years from the date of the last entry in the register.

- (b) No person shall alter, deface, or erase the register so as to make the information recorded in it illegible or unintelligible, or hinder, obstruct, or interfere with any inspection of the register under this chapter.

Sec. 5.03.01~~56~~56. Register—Format.

Any register maintained in the form of a book shall be permanently bound, each page shall be sequentially numbered and the book shall be the minimum size of eight by ten inches. No page shall be removed from the book. A register may be maintained electronically, but the electronic register must be printable.

Sec. 5.03.01~~67~~67. False information prohibited.

It is unlawful for any tenant to use or allow the use of any name other than his or her true name in so registering.

Sec. 5.03.01~~78~~78. Frequency of rental.

The Operator shall not rent any room more than two times during any 24-hour period, beginning at 12:00 noon and ending at 12:00 noon the following day.

Sec. 5.03.01~~89~~89. Posting regulations.

Every Operator shall maintain a copy of these City Code provisions on the premises. Every Operator shall post in a conspicuous place on the hotel premises, within reasonable view of any person who wishes to become tenant of the hotel, a notice reading "City of Independence Code Regulations on hotel occupancy are available upon request."

~~Sec. 5.03.019. Extended stays—occupancy standards.~~

~~A. Each hotel, motel or lodging place shall only rent to and allow occupancy by transient guests, unless an existing hotel, motel or lodging place has a current special land use permit which expressly allows for stays longer than fifteen (15) days. No person may be an occupant or tenant in the facility for more than sixty (60) days in any six month period. The owner shall develop and implement procedures to prevent stays for a longer period of time which shall be subject to review by the City.~~

~~1. Exemption: Extended stays by guests may be allowed in certain facilities which have the following physical design features and amenities:~~

- ~~a. Building. Each facility shall provide a main entrance to a lobby. Entry into any guest suite shall be from an interior hallway. All hallways to guest suites shall be within the interior of the building and shall be climate-controlled. All entrances into the building shall require a valid suite key card to open and shall be equipped with self-closing doors.~~**
- ~~b. Oversized and Suite Style Accommodations. All guest suites on the property must be set up in a suite configuration with a separate area for food preparation, dining, and other living activities. All suites must be fully furnished with bedding, table and chairs, with all linens provided.~~**
- ~~c. Kitchenette. All guest suites must be adequately equipped for in-suite storage of food and safe preparation of meals and include:~~**

- ~~(1) Separate Sink. Must be located outside of the bathroom and integrated within a countertop having at least 12 square feet of flat surface area;~~
 - ~~(2) Appliances. A separate area within each suite must contain a two-burner cooktop, microwave, and efficiency-sized refrigerator/freezer at least 8 cubic feet in capacity;~~
 - ~~(3) Vent Hood. Must be positioned immediately above the cooktop to vent steam and aromas; and~~
 - ~~(4) Dry Storage. Cabinets must be placed above and below the countertop to provide for at least 25 cubic feet of storage of non-perishable items, separate and apart from the closet.~~
- ~~2. No facility, including those meeting the above requirements, may provide for extended stays until express authorization is noted on the facility's annual business license. Further, no such facility shall be used for long stays as a replacement for permanent housing.~~
- ~~a. In the City's sole discretion, authorization to provide for extended stays may be denied or withdrawn due to excessive qualifying calls for police service relating to: crimes of violence, unlawful drug activity, prostitution, solicitation, peace disturbances, thefts, vandalism, unlawful weapon offenses, and property crimes. In reaching this determination, the City may consider the ratio of qualifying calls for police service in the preceding twelve (12) month period, as compared to the number of rooms available for occupancy in the facility. In the event the ratio of qualifying calls for police service places the hotel in the top twenty (20%) percent of all hotels in the City; the calls for police service to that hotel will be presumed to be excessive.~~

B. Occupancy Standards. Owner shall develop and implement procedures to prevent stays for a longer period of time. The following items shall be included as part of the procedure, in addition to the other requirements required under this Chapter.

- ~~1. Mandatory Re-Check-In. Registered tenants (including any occupant) desiring to stay at the facility for more than seven (7) days will be required to reregister weekly and be issued new keys. For those hotels expressly allowed to register guests to stay longer than fifteen (15) days, the registered occupants may not remain in the same room for more than eight (8) weeks consecutively and shall be required to change rooms for stays of a longer duration.~~
- ~~a. Exception: For those hotels expressly allowed to register guests to stay longer than 15 days, the seven-day mandatory re-check-in and the mandatory room change every eight weeks shall not apply if the hotel is compliant with the following procedures:~~
 - ~~(1) The hotel shall conduct housekeeping in each room at least once per week (which cannot be declined by the guest). In addition to any normal cleaning which may be required, housekeeping shall conduct an inspection of the room in accordance with a checklist developed and approved by the City. The staff's weekly inspection is intended to observe illegal or inappropriate behavior and safety issues. Staff shall complete the checklist and provide to hotel management. The hotel shall keep the completed checklists and a log showing the~~

- ~~cleaning dates of each room; such records shall be kept for a minimum of two years and shall be made available to the City upon request.~~
- ~~(2) The hotel shall provide registration records to the City upon request and shall provide access so that the City may conduct periodic inspections of rooms. Such periodic inspections shall be conducted at the cost of the hotel.~~
- ~~(3) Registered occupants shall be required to re-check in every calendar month during a stay of longer duration than 15 days. The registered occupant shall not be required to change rooms but shall be required to interact with hotel staff in the same manner as new guests checking in. The hotel shall ensure that occupancy of the room is consistent with hotel records and in compliance with the occupancy standards set forth in the Municipal Code.~~
- ~~2. Occupancy Limits. Occupancy limits for each room shall be determined by the Fire Marshal and shall be displayed in each room. No person may occupy a room without being registered with hotel management as an occupant. Occupancy of any room shall not exceed that fixed by the Fire Marshal at any time.~~
- ~~3. Refusal To Register. As permitted by the provisions of Section 315.067, RSMo., 2023, any person in charge of the facility shall refuse or deny the use of a room, accommodations, facilities or other privileges of the hotel to any person or persons exhibiting any of the following:~~
- ~~a. An individual who is unwilling or unable to pay for the room, accommodations, facilities, or other privileges of the hotel;~~
 - ~~b. An individual who reasonably appears to be visibly intoxicated, under the influence of alcohol or other drug, or acts in a disorderly manner so as to be reasonably likely to create a public nuisance;~~
 - ~~c. An individual the person in charge of the facility has reason to believe or reasonably believes to be seeking to use a room, accommodations, facilities or other privileges of the hotel for an unlawful purpose;~~
 - ~~d. An individual the person in charge of the facility has reason to believe or reasonably believes to be bringing in anything which may create an unreasonable danger or risk to other persons, including but not limited to explosives or the unlawful use of firearms;~~
 - ~~e. An individual whose use of the room, accommodations, facilities or other privileges of the hotel would result in a violation of the maximum capacity of such room, accommodation, facility or hotel.~~
- ~~4. Ejection From Facility. As permitted by the provisions of Section 315.075, RSMo., 2023, the person in charge of the facility shall eject a person from the hotel and notify the appropriate local law enforcement authorities for any of the following reasons:~~
- ~~a. Non-payment of charges incurred by the individual renting a room, accommodations or facilities of the hotel when the charges are due and owing;~~

- ~~b. Any individual renting a room, accommodations or facilities of the hotel who is visibly intoxicated, under the influence of alcohol or other drug or acting in a disorderly manner;~~
- ~~c. Any individual the person in charge of the facility has reason to believe or reasonably believes is using the premises for an unlawful purpose;~~
- ~~d. An individual the person in charge of the facility has reason to believe or reasonably believes to have brought something into the hotel which may create an unreasonable danger or risk to other persons, including but not limited to unlawful use of firearms or explosives; and~~
- ~~e. Any individual the person in charge of the facility has reason to believe or reasonably believes to be in violation of any Federal, State or local laws or regulations relating to the hotel.~~

Sec. 5.03.020. Maximum length of stay.

Hotels shall only allow occupants to stay thirty consecutive (30) days or less per stay.

Sec. 5.03.021. Refusal to register.

As permitted by the provisions of RSMo Section 315.067, any person in charge of the facility shall refuse or deny the use of a room, accommodations, facilities or other privileges of the hotel to any person or persons exhibiting any of the following:

1. An individual who is unwilling or unable to pay for the room, accommodations, facilities, or other privileges of the hotel or extended stay hotel;
2. An individual who reasonably appears to be visibly intoxicated, under the influence of alcohol or other drug, or acts in a disorderly manner so as to be reasonably likely to create a public nuisance;
3. An individual the person in charge of the facility has reason to believe or reasonably believes to be seeking to use a room, accommodations, facilities or other privileges of the hotel or extended stay hotel for an unlawful purpose;
4. An individual the person in charge of the facility has reason to believe or reasonably believes to be bringing in anything which may create an unreasonable danger or risk to other persons, including but not limited to explosives or the unlawful use of firearms;
5. An individual whose use of the room, accommodations, facilities or other privileges of the hotel or extended stay hotel would result in a violation of the maximum capacity of such room, accommodation, facility or hotel.

Sec. 5.03.022. Ejection from facility.

As permitted by the provisions of RSMo Section 315.075, the person in charge of the facility shall eject a person from the hotel and extended stay hotel and notify the appropriate local law enforcement authorities for any of the following reasons:

1. Non-payment of charges incurred by the individual renting a room, accommodations or facilities of the hotel and extended stay hotel when the charges are due and owing;
2. Any individual renting a room, accommodations or facilities of the hotel and extended stay hotel who is visibly intoxicated, under the influence of alcohol or other drug or acting in a disorderly manner;

3. Any individual the person in charge of the facility has reason to believe or reasonably believes is using the premises for an unlawful purpose;
4. An individual the person in charge of the facility has reason to believe or reasonably believes to have brought something into the hotel and extended stay hotel which may create an unreasonable danger or risk to other persons, including but not limited to unlawful use of firearms or explosives; and
5. Any individual the person in charge of the facility has reason to believe or reasonably believes to be in violation of any Federal, State or local laws or regulations relating to the hotel and extended stay hotel.

Sec. 5.03.023. Health code.

Chapter 11 of the City Code shall be applied to all hotels and extended stay hotels in its entirety.

Sec. 5.03.024. Compliance with applicable laws.

Every hotel and extended stay hotel operating in the City shall comply with all city, state and federal laws. Failure to do so will justify suspension or revocation of said business by the City.

Sec. 5.03.025. License denial, suspension or revocation; right to appeal.

- A. The license denial, suspension and revocation provisions set forth in Chapter 5, Article 1 of the City Code, as applicable, shall apply.
- B. The applicant has the right to appeal in accordance with the provisions set forth in Chapter 5, Article 1 of the City Code, as applicable.

Sec. 5.03.026. Penalty for violation.

- A. *Penalties.* Any person found guilty of a violation of this chapter of the City Code shall be subject to a fine of up to \$500.00 and to incarceration for a term not to exceed six months.
- B. *Continuing Violation.* Unless otherwise provided, a person, firm, corporation or organization shall be deemed guilty of a separate offense for each and every day during any portion of which a violation of this chapter is committed, continued or permitted by the person, firm, corporation or organization and shall be punishable accordingly as herein provided.

Secs. 5.03.027 - 5.03.099. Reserved.

DIVISION 2. STANDARDS APPLICABLE TO EXTENDED STAY HOTELS

Sec. 5.03.100. Design features and amenities.

- A. Extended stay hotels shall meet the following physical design features and requirements:
 1. Building. Each facility shall provide a main entrance to a lobby. Entry into any guest suite shall be from an interior hallway. All hallways to guest suites shall be within the interior of the building and shall be climate-controlled. All entrances into the building shall require a valid suite key card to open and shall be equipped with self-closing doors.
 2. Oversized and Suite-Style Accommodations. All guest suites on the property must be set up in a suite configuration with a separate area for food preparation, dining, and other

- living activities. All suites must be fully furnished with bedding, table and chairs, with all linens provided.**
- 3. Kitchenette. All guest suites must be adequately equipped for in-suite storage of food and safe preparation of meals and include:**
- a. Separate Sink. Must be located outside of the bathroom and integrated within a countertop having at least 12 square feet of flat surface area;**
 - b. Appliances. A separate area within each suite must contain a two-burner cooktop, microwave, and efficiency-sized refrigerator/freezer at least 8 cubic feet in capacity;**
 - c. Vent Hood. Must be positioned immediately above the cooktop to vent steam and aromas; and**
 - d. Dry Storage. Cabinets must be placed above and below the countertop to provide for at least 25 cubic feet of storage of non-perishable items, separate and apart from the closet.**
- B. No facility, including those meeting the above requirements, may provide for extended stays until express authorization is noted on the facility's annual business license.**
- C. Exception. Legally existing extended stay hotels that were designed and constructed with the physical design features in subparagraph 1. above shall be exempted from that requirement. If the legally existing extended stay hotel is expanded in either square footage or number of rooms, the building shall comply with subparagraph 1. above.**
- Sec. 5.03.101. Mandatory re-register.**
Registered tenants (including any occupant) desiring to stay at the facility for more than thirty (30) days will be required to re-register and be issued new keys every thirty (30) days.
Secs. 5.03.102—5.03.999. Reserved.”

SECTION 2. 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.

SECTION 3. That correction of any scriveners' errors identified within these articles are hereby authorized by this ordinance.

PASSED THIS _____ DAY OF _____, 2025, BY THE CITY COUNCIL OF THE CITY OF INDEPENDENCE, MISSOURI.

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

ATTEST:

City Clerk

APPROVED - FORM AND LEGALITY:

City Counselor

REVIEWED BY

City Manager

NOTE: Words struck through and bolded are being removed by this ordinance and words underscored and bolded are being added by this ordinance.

ARTICLE 3. HOTELS, MOTELS, LODGING AND EXTENDED STAY HOTELS **~~BOARDING HOUSES AND PRIVATE CLUBS~~**

DIVISION 1. STANDARDS APPLICABLE TO ALL LODGING ESTABLISHMENTS

Sec. 5.03.001. Definitions.

In this article:

EXTENDED STAY **HOTEL** means any **hotel, motel, or lodging establishment which** ~~tenant or occupant who exercises occupancy or is entitled to~~ **allow occupancy, as indicated on the establishment's annual business license,** by reason of concession, permit, right of access, license or other agreement for a period of ~~sixteen thirty-one (31)~~ consecutive calendar days or more, counting portions of calendar days as full days **and meeting the standards of Division 2 of this Article.**

HOTEL means any structure or any portion of any structure that is occupied or intended or designed for occupancy by transients for dwelling, lodging or sleeping purposes and includes, but is not limited to, any hotel, inn, tourist home or house, motel, studio hotel, bachelor hotel, lodging house, rooming house, apartment house, dormitory, public or private club, mobile home or house trailer at a fixed location.

NONPROFIT COMMUNITY PARTNER AGENCY means a nonprofit organization that provides critical services, including but not limited to housing services, case management, education, workforce development, health care, and legal services, to low- and moderate-income individuals and/or households.

OCCUPANCY means the use or possession or the right to the use or possession of any room or rooms or portion thereof in any hotel for dwelling, lodging or sleeping purposes.

OPERATOR means the person who is the proprietor of a hotel **or extended stay hotel.** Where the operator performs functions through a managing agent of any type other than an employee the managing agent shall also be deemed an operator for the purposes of this article and shall have the same duties and liabilities as the principal. Compliance with the provisions of this article by either the principal or the managing agent shall be compliance by both.

PERSON means any individual, firm, partnership, joint venture, association, social club, fraternal organization, joint stock company, corporation, estate, trust, business trust, receiver, trustee, syndicate or any other group or combination acting as a unit.

RENT means the consideration charged for the occupancy of space in a hotel **or extended stay hotel.**

TENANT means any person who exercises occupancy or is entitled to occupancy by reason of concession, permit, right of access, license or other agreement. OCCUPANT can be used interchangeably with TENANT.

TRANSIENT means any tenant who exercises occupancy or is entitled to occupancy by reason of concession, permit, right of access, license or other agreement for a period of 30 consecutive calendar days or less, counting portions of calendar days as full days. Any such tenant so occupying space in a hotel shall be deemed to be a transient until the period of 30 days has expired unless there is an agreement in writing between the operator and the occupant providing for a longer period of occupancy. In determining whether a person is a transient, uninterrupted periods of time extending both prior and subsequent to the effective date of this article may be considered.

RECORD means all electronic, typewritten, or handwritten information about a tenant.

REGISTER means a machine in which electronic or typewritten records are kept or a document or set of documents in which handwritten or typewritten records are kept.

Sec. 5.03.002. Chapter 5, Article 1 applies.

The following special provisions for applicants or holders of licenses for hotels, motels, lodging and boarding houses and private clubs shall not be construed as the only requirements of such persons under this chapter. Rather, Article 1 of this chapter shall be applied here in its entirety except where specific provisions of this article override the general provisions of Article 1.

Sec. 5.03.003. Tax imposed—Gross daily rent.

There is hereby levied a tax of six and one-half percent of the gross daily rent due from or paid by transient guests of all hotels **and extended stay hotels** in addition to the fees charged for occupation licenses required for the operation of all hotels as set forth in Article 1 of this chapter. The Director of Finance shall be responsible for the administration and levy of this tax.

Sec. 5.03.004. Reporting and remitting rental tax.

Each operator shall on or before the 20th day of the month following the close of each month make a return to the Director of Finance on forms provided of total rents charged and the amount of tax collected for transient occupancy. At the time the return is filed, the full amount of the tax collected shall be remitted to the Director of Finance. The Director of Finance may establish shorter reporting periods for any license holder that has established a record of being delinquent in reporting and/or remitting taxes accruing hereunder. The Director of Finance may also establish shorter or longer reporting periods for any license holder to insure the efficient and effective collection of the tax.

Sec. 5.03.005. Penalties and interest.

- A. ~~Any operator who fails to remit any tax imposed by this article within the time required shall pay a penalty of one percent and interest of two percent per month, not to exceed 25 percent per annum, of the amount of the tax in addition to the amount of the tax. For each and every month, or part thereof, any such tax provided for under this article shall remain unpaid after the same shall become due and payable, there shall be added to such tax as a penalty, ten (10) per cent of the amount of such license tax for the first month or part thereof the same is unpaid, and for each and every month thereafter two (2) per cent of the amount of such tax shall be added until the same is fully paid. In addition to the penalties provided herein, any person, firm, or corporation subject to the provisions of this article who fails to file a statement or pay the tax or files a false or a fraudulent statement, required by this article or within the time required by this article shall, upon conviction thereof, shall be punished by a fine not exceeding \$500.00 or by imprisonment not exceeding three months, or by both such fine and imprisonment.~~
- B. Every penalty imposed and such interest as accrues under the provisions of this section shall become a part of the tax herein required to be paid. Any penalty may for good cause be waived provided that a report thereof be made to the City Council.
- C. Any unpaid taxes shall be considered delinquent 30 days after the due date.
- D. Any operator who fails to pay their transient guest tax within 30 days after the due date shall be subject to the suspension and revocation procedures of Chapter 5, Article 1. Staff will recommend to the Business License Manager the revocation of the motel/hotel's business license if the motel/hotel operator fails to pay their transient guest tax within 30 days past the due date.

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- E. The ~~City Business License Manager~~ will not reinstate a ~~motel extended stay hotel~~/hotel's business license until they are current in their tax payments, penalties and interest or have a signed payment agreement with the Finance Department.

Sec. 5.03.006. Failure to collect and report tax—Determination of tax by Director of Finance.

If any operator shall fail or refuse to collect any tax or to submit within the time provided in this article any report and/or remittance of any tax or any portion thereof required, the Director of Finance shall proceed to obtain facts and information on which to base an estimate of the tax due. As soon as the Director of Finance procures such facts and information upon which to base such an estimate or assessment against the operator of all tax, interest and penalties provided for by this article, the Director of Finance shall give notice of the amount so assessed by serving it personally or by depositing it in the United States mail, postage prepaid, addressed to the operator at the business address.

Sec. 5.03.007. Right to hearing.

Such operator may within ten days after the serving or mailing of any notice make application in writing to the Director of Finance for a hearing on the amount assessed as transient guest tax. If such application for a hearing is not made within the time prescribed, the tax, interest and penalties, shall become final and conclusive and immediately due and payable by such operator. If an application is received for a hearing, the time and place of such hearing shall be fixed within five days of receipt of the request. The notice for request of a hearing should show cause why the amount, specifying tax, interest and penalties should not be fixed as specified in the assessment. After such hearing, the Director of Finance shall determine the proper tax to be remitted and shall thereafter give written notice to the operator of such determination and the amount of such tax, interest and penalties.

Sec. 5.03.008. Retention of records for taxing purposes.

It shall be the duty of every operator liable for the collection and payment to the City of any tax imposed by this article to keep and preserve for a period of three years all records which may be necessary to determine the amount of such taxes as may have accrued to the City and for the collection or payment of which such operator is responsible. The Director of Finance shall have the right to inspect such records at all reasonable times, but shall hold the same in confidence and utilize the same only for the purposes of this article.

Sec. 5.03.009. Refunds—Overpayment of taxes.

- A. Whenever the amount of any tax, interest or penalty has been overpaid or paid more than once or has been erroneously collected or received by the City under this article, it may be refunded as provided in Subsections B and C of this section. A claim in writing must be presented stating, under penalty of perjury, the specific grounds upon which the claim is founded. The claim shall be on forms provided by the Director of Finance.
- B. An operator may claim a refund or take as a credit against taxes to be remitted the amount previously overpaid, paid more than once or paid after being erroneously collected or received when it is established in a manner prescribed that the tax was paid on rent charged a person who was not a transient. However, neither a refund nor a credit shall be allowed unless the amount of the tax to be refunded or credited if collected from a tenant or other person has either been refunded to such person or credited to rent subsequently payable by such person to the operator.
- C. No refund shall be paid under the provisions of this section unless the claimant establishes a right thereto by written records showing entitlement.

Sec. 5.03.010. Actions to collect taxes owed to the City.

Any tax required to be paid by any operator under the provisions of this article shall be deemed a debt owed by such operator to the City. Any person owing money to the City under the provisions of this article shall be liable to an action brought in the name of the City for the recovery of such amount.

Sec. 5.03.011. Bond for renewal of business or liquor license when tax delinquent.

Renewal of the city business license or liquor license of any operator who has been delinquent in remitting any tax required by this article for or during three (3) or more months during the year preceding renewal shall be conditioned upon the posting of a bond to secure payment of said taxes during the year of renewal. The amount of the bond shall be equal to the amount of tax payments of such operator during the year preceding renewal. The bond shall be subject to the approval of the city counselor.

Sec. 5.03.012 ~~011~~. Unlawful acts—Hotel operator.

It shall be unlawful for any operator to fail or refuse to register a hotel or extended stay hotel or to submit any tax return or other financial records or to refuse to permit any necessary inspection of hotel records by the Director of Finance or to willfully render a false or fraudulent tax return or claim as required by this article.

Sec. 5.03.013 ~~012~~. Hotel register required.

Every Operator of a hotel and extended stay hotel, as defined by this chapter, shall keep a register in which the following information shall be entered legibly, either in electronic, ink, or typewritten form, prior to the room being furnished or rented to a tenant: (a) the true name and residence address for the tenant, and (b) the make, type and license number of any vehicle under the control of the tenant, if the vehicle will be parked on hotel or extended stay hotel premises. The register shall also show the day, month, and year when such information was entered, the day, month and year of tenant check-in, and the room or rooms to be occupied by such persons. It shall be unlawful for any Operator to refuse or neglect to comply with the requirements of this chapter.

Sec. 5.03.014 ~~013~~. Identification required.

- (a) The Operator shall require identification to be presented upon registration sufficient to confirm the identity of the tenant in the following instances: (i) when a tenant obtains a right to Occupancy by paying for the room entirely in cash; (ii) when a tenant has not made a prior reservation and obtains a right to Occupancy on a "walk-in" basis; and (iii) when, at the time of tenant registration, the Operator does not have in its possession all of the register information required by ~~Section 5.03.012(a)~~ this Article.
- (b) At the time of check in, the Operator shall record in the register the type of identification presented, the number and expiration date of the identification presented, and the information required by this Article ~~Section 5.03.012~~. The Operator may comply with this section by copying and or scanning a Government issued pictured identification and recording the information in the register.
- (c) A major credit/debit card must be presented upon registration in order to reserve a room unless, at the time of tenant registration, the Operator has in its possession a major credit/debit card number from the tenant or the entity responsible for the cost of the room. This provision does not prohibit Hotels from accepting alternative methods of payment upon check out.

Sec. 5.03.015 ~~014~~. Retention of register.

- (a) The Operator shall keep the register on the hotel premises in the tenant reception, tenant check-in area, or in an adjacent office. The register shall be maintained at that location on the hotel premises for a period of three years from the date of the last entry in the register.

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- (b) No person shall alter, deface, or erase the register so as to make the information recorded in it illegible or unintelligible, or hinder, obstruct, or interfere with any inspection of the register under this chapter.

Sec. 5.03.016 ~~015~~. Register—Format.

Any register maintained in the form of a book shall be permanently bound, each page shall be sequentially numbered and the book shall be the minimum size of eight by ten inches. No page shall be removed from the book. A register may be maintained electronically, but the electronic register must be printable.

Sec. 5.03.017 ~~016~~. False information prohibited.

It is unlawful for any tenant to use or allow the use of any name other than his or her true name in so registering.

Sec. 5.03.018 ~~017~~. Frequency of rental.

The Operator shall not rent any room more than two times during any 24-hour period, beginning at 12:00 noon and ending at 12:00 noon the following day.

Sec. 5.03.019 ~~018~~. Posting regulations.

Every Operator shall maintain a copy of these City Code provisions on the premises. Every Operator shall post in a conspicuous place on the hotel premises, within reasonable view of any person who wishes to become tenant of the hotel, a notice reading "City of Independence Code Regulations on hotel occupancy are available upon request."

Sec. 5.03.019. Extended stays—occupancy standards.

~~A. Each hotel, motel or lodging place shall only rent to and allow occupancy by transient guests, unless an existing hotel, motel or lodging place has a current special land use permit which expressly allows for stays longer than fifteen (15) days. No person may be an occupant or tenant in the facility for more than sixty (60) days in any six month period. The owner shall develop and implement procedures to prevent stays for a longer period of time which shall be subject to review by the City.~~

- ~~1. Exception: Extended stays by guests may be allowed in certain facilities which have the following physical design features and amenities:~~
- ~~a. Building. Each facility shall provide a main entrance to a lobby. Entry into any guest suite shall be from an interior hallway. All hallways to guest suites shall be within the interior of the building and shall be climate controlled. All entrances into the building shall require a valid suite key card to open and shall be equipped with self-closing doors.~~
 - ~~b. Oversized and Suite Style Accommodations. All guest suites on the property must be set up in a suite configuration with a separate area for food preparation, dining, and other living activities. All suites must be fully furnished with bedding, table and chairs, with all linens provided.~~
 - ~~c. Kitchenette. All guest suites must be adequately equipped for in suite storage of food and safe preparation of meals and include:~~
 - ~~(1) Separate Sink. Must be located outside of the bathroom and integrated within a countertop having at least 12 square feet of flat surface area;~~
 - ~~(2) Appliances. A separate area within each suite must contain a two burner cooktop, microwave, and efficiency sized refrigerator/freezer at least 8 cubic feet in capacity;~~

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- ~~(3) Vent Hood. Must be positioned immediately above the cooktop to vent steam and aromas; and~~
 - ~~(4) Dry Storage. Cabinets must be placed above and below the countertop to provide for at least 25 cubic feet of storage of non-perishable items, separate and apart from the closet.~~
 2. ~~No facility, including those meeting the above requirements, may provide for extended stays until express authorization is noted on the facility's annual business license. Further, no such facility shall be used for long stays as a replacement for permanent housing.~~
 - a. ~~In the City's sole discretion, authorization to provide for extended stays may be denied or withdrawn due to excessive qualifying calls for police service relating to: crimes of violence, unlawful drug activity, prostitution, solicitation, peace disturbances, thefts, vandalism, unlawful weapon offenses, and property crimes. In reaching this determination, the City may consider the ratio of qualifying calls for police service in the preceding twelve (12) month period, as compared to the number of rooms available for occupancy in the facility. In the event the ratio of qualifying calls for police service places the hotel in the top twenty (20%) percent of all hotels in the City; the calls for police service to that hotel will be presumed to be excessive.~~

B. Occupancy Standards. ~~Owner shall develop and implement procedures to prevent stays for a longer period of time. The following items shall be included as part of the procedure, in addition to the other requirements required under this Chapter.~~

1. ~~Mandatory Re-Check In. Registered tenants (including any occupant) desiring to stay at the facility for more than seven (7) days will be required to reregister weekly and be issued new keys. For those hotels expressly allowed to register guests to stay longer than fifteen (15) days, the registered occupants may not remain in the same room for more than eight (8) weeks consecutively and shall be required to change rooms for stays of a longer duration.~~
 - a. ~~Exception: For those hotels expressly allowed to register guests to stay longer than 15 days, the seven-day mandatory re-check in and the mandatory room change every eight weeks shall not apply if the hotel is compliant with the following procedures:~~
 - ~~(1) The hotel shall conduct housekeeping in each room at least once per week (which cannot be declined by the guest). In addition to any normal cleaning which may be required, housekeeping shall conduct an inspection of the room in accordance with a checklist developed and approved by the City. The staff's weekly inspection is intended to observe illegal or inappropriate behavior and safety issues. Staff shall complete the checklist and provide to hotel management. The hotel shall keep the completed checklists and a log showing the cleaning dates of each room; such records shall be kept for a minimum of two years and shall be made available to the City upon request.~~
 - ~~(2) The hotel shall provide registration records to the City upon request and shall provide access so that the City may conduct periodic inspections of rooms. Such periodic inspections shall be conducted at the cost of the hotel.~~
 - ~~(3) Registered occupants shall be required to re-check in every calendar month during a stay of longer duration than 15 days. The registered occupant shall not be required to change rooms but shall be required to interact with hotel staff in the same manner as new guests checking in. The hotel shall ensure that occupancy of the room is consistent with hotel records and in compliance with the occupancy standards set forth in the Municipal Code.~~
2. **Occupancy Limits.** ~~Occupancy limits for each room shall be determined by the Fire Marshal and shall be displayed in each room. No person may occupy a room without being registered with hotel~~

management as an occupant. Occupancy of any room shall not exceed that fixed by the Fire Marshal at any time.

3. ~~Refusal To Register. As permitted by the provisions of Section 315.067, RSMo., 2023, any person in charge of the facility shall refuse or deny the use of a room, accommodations, facilities or other privileges of the hotel to any person or persons exhibiting any of the following:~~
 - a. ~~An individual who is unwilling or unable to pay for the room, accommodations, facilities, or other privileges of the hotel;~~
 - b. ~~An individual who reasonably appears to be visibly intoxicated, under the influence of alcohol or other drug, or acts in a disorderly manner so as to be reasonably likely to create a public nuisance;~~
 - c. ~~An individual the person in charge of the facility has reason to believe or reasonably believes to be seeking to use a room, accommodations, facilities or other privileges of the hotel for an unlawful purpose;~~
 - d. ~~An individual the person in charge of the facility has reason to believe or reasonably believes to be bringing in anything which may create an unreasonable danger or risk to other persons, including but not limited to explosives or the unlawful use of firearms;~~
 - e. ~~An individual whose use of the room, accommodations, facilities or other privileges of the hotel would result in a violation of the maximum capacity of such room, accommodation, facility or hotel.~~
4. ~~Ejection From Facility. As permitted by the provisions of Section 315.075, RSMo., 2023, the person in charge of the facility shall eject a person from the hotel and notify the appropriate local law enforcement authorities for any of the following reasons:~~
 - a. ~~Non payment of charges incurred by the individual renting a room, accommodations or facilities of the hotel when the charges are due and owing;~~
 - b. ~~Any individual renting a room, accommodations or facilities of the hotel who is visibly intoxicated, under the influence of alcohol or other drug or acting in a disorderly manner;~~
 - c. ~~Any individual the person in charge of the facility has reason to believe or reasonably believes is using the premises for an unlawful purpose;~~
 - d. ~~An individual the person in charge of the facility has reason to believe or reasonably believes to have brought something into the hotel which may create an unreasonable danger or risk to other persons, including but not limited to unlawful use of firearms or explosives; and~~
 - e. ~~Any individual the person in charge of the facility has reason to believe or reasonably believes to be in violation of any Federal, State or local laws or regulations relating to the hotel.~~

Sec. 5.03.020. Maximum length of stay.

Hotels shall only allow occupants to stay thirty consecutive (30) days or less per stay.

Sec. 5.03.021. Refusal to register.

As permitted by the provisions of RSMo Section 315.067, any person in charge of the facility shall refuse or deny the use of a room, accommodations, facilities or other privileges of the hotel to any person or persons exhibiting any of the following:

1. An individual who is unwilling or unable to pay for the room, accommodations, facilities, or other privileges of the hotel or extended stay hotel;
2. An individual who reasonably appears to be visibly intoxicated, under the influence of alcohol or other drug, or acts in a disorderly manner so as to be reasonably likely to create a public nuisance;

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3. An individual the person in charge of the facility has reason to believe or reasonably believes to be seeking to use a room, accommodations, facilities or other privileges of the hotel or extended stay hotel for an unlawful purpose;
 4. An individual the person in charge of the facility has reason to believe or reasonably believes to be bringing in anything which may create an unreasonable danger or risk to other persons, including but not limited to explosives or the unlawful use of firearms;
 5. An individual whose use of the room, accommodations, facilities or other privileges of the hotel or extended stay hotel would result in a violation of the maximum capacity of such room, accommodation, facility or hotel.

Sec. 5.03.022. Ejection from facility.

As permitted by the provisions of RSMo Section 315.075, the person in charge of the facility shall eject a person from the hotel and extended stay hotel and notify the appropriate local law enforcement authorities for any of the following reasons:

1. Non-payment of charges incurred by the individual renting a room, accommodations or facilities of the hotel and extended stay hotel when the charges are due and owing;
2. Any individual renting a room, accommodations or facilities of the hotel and extended stay hotel who is visibly intoxicated, under the influence of alcohol or other drug or acting in a disorderly manner;
3. Any individual the person in charge of the facility has reason to believe or reasonably believes is using the premises for an unlawful purpose;
4. An individual the person in charge of the facility has reason to believe or reasonably believes to have brought something into the hotel and extended stay hotel which may create an unreasonable danger or risk to other persons, including but not limited to unlawful use of firearms or explosives; and
5. Any individual the person in charge of the facility has reason to believe or reasonably believes to be in violation of any Federal, State or local laws or regulations relating to the hotel and extended stay hotel.

Sec. 5.03.023. Health code.

Chapter 11 of the City Code shall be applied to all hotels and extended stay hotels in its entirety.

Sec. 5.03.024. Compliance with applicable laws.

Every hotel and extended stay hotel operating in the City shall comply with all city, state and federal laws. Failure to do so will justify suspension or revocation of said business by the City.

Sec. 5.03.025. License denial, suspension or revocation; right to appeal. – NEW

- A. The license denial, suspension and revocation provisions set forth in Chapter 5, Article 1 of the City Code, as applicable, shall apply.
- B. The applicant has the right to appeal in accordance with the provisions set forth in Chapter 5 of the City Code, as applicable.

Sec. 5.03.026 20. Penalty for violation.

- A. *Penalties.* Any person found guilty of a violation of this chapter of the City Code shall be subject to a fine of up to \$500.00 and to incarceration for a term not to exceed six months.
- B. *Continuing Violation.* Unless otherwise provided, a person, firm, corporation or organization shall be deemed guilty of a separate offense for each and every day during any portion of which a violation of this chapter is

committed, continued or permitted by the person, firm, corporation or organization and shall be punishable accordingly as herein provided.

Secs. 5.03.027 ~~021~~—5.03.099. Reserved.

DIVISION 2. STANDARDS APPLICABLE TO EXTENDED STAY HOTELS

Sec. 5.03.100. Design features and amenities.

A. Extended stay hotels shall meet the following physical design features and requirements:

1. **Building.** Each facility shall provide a main entrance to a lobby. Entry into any guest suite shall be from an interior hallway. All hallways to guest suites shall be within the interior of the building and shall be climate-controlled. All entrances into the building shall require a valid suite key card to open and shall be equipped with self-closing doors.
2. **Oversized and Suite-Style Accommodations.** All guest suites on the property must be set up in a suite configuration with a separate area for food preparation, dining, and other living activities. All suites must be fully furnished with bedding, table and chairs, with all linens provided.
3. **Kitchenette.** All guest suites must be adequately equipped for in-suite storage of food and safe preparation of meals and include:
 - a. **Separate Sink.** Must be located outside of the bathroom and integrated within a countertop having at least 12 square feet of flat surface area;
 - b. **Appliances.** A separate area within each suite must contain a two-burner cooktop, microwave, and efficiency-sized refrigerator/freezer at least 8 cubic feet in capacity;
 - c. **Vent Hood.** Must be positioned immediately above the cooktop to vent steam and aromas; and
 - d. **Dry Storage.** Cabinets must be placed above and below the countertop to provide for at least 25 cubic feet of storage of non-perishable items, separate and apart from the closet.

B. No facility, including those meeting the above requirements, may provide for extended stays until express authorization is noted on the facility's annual business license.

C. Exception. Legally existing extended stay hotels that were designed and constructed with the physical design features in subparagraph 1. above shall be exempted from that requirement. If the legally existing extended stay hotel is expanded in either square footage or number of rooms, the building shall comply with subparagraph 1. above.

Sec. 5.03.101. Mandatory re-register.

Registered tenants (including any occupant) desiring to stay at the facility for more than thirty (30) days will be required to re-register and be issued new keys every thirty (30) days.

Secs. 5.03.102—5.03.999. Reserved.

BILL NO. 25.005

ORDINANCE NO. 19652

AN ORDINANCE AMENDING ARTICLE 3 OF CHAPTER 5 OF THE CITY CODE PERTAINING TO HOTELS AND EXTENDED STAY HOTELS.

WHEREAS, the City of Independence may make and enforce within its limits all local, police, sanitary, and other ordinances and regulations not in conflict with general laws; and,

WHEREAS, City Council has previously enacted regulations relating to hotels, motels, and lodging establishments; and,

WHEREAS, City Council has also previously enacted provisions specifically regulating extended guest stays at these facilities; and,

WHEREAS, City Council desires to update these regulations to ensure these establishments are operated consistently and safely to the traveling and visiting public.

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

SECTION 1. The City Code of the City of Independence Article 3, Chapter 5 shall hereby be amended as follows:

“ARTICLE 3. - HOTELS, ~~MOTELS, LODGING~~ AND ~~EXTENDED STAY HOTELS~~ BOARDING HOUSES AND PRIVATE CLUBS

DIVISION 1. STANDARDS APPLICABLE TO ALL LODGING ESTABLISHMENTS

Sec. 5.03.001. Definitions. In this article:

EXTENDED STAY **HOTEL** means any **hotel, motel, or lodging establishment which** ~~tenant or occupant who exercises occupancy or is entitled to~~ **allow occupancy, as indicated on the establishment's annual business license,** by reason of concession, permit, right of access, license or other agreement for a period of ~~sixteen~~ **thirty-one (31)** consecutive calendar days or more, counting portions of calendar days as full days **and meeting the standards of Division 2 of this Article.**

HOTEL means any structure or any portion of any structure that is occupied or intended or designed for occupancy by transients for dwelling, lodging or sleeping purposes and includes, but is not limited to, any hotel, inn, tourist home or house, motel, studio hotel, bachelor hotel, lodging house, rooming house, apartment house, dormitory, public or private club, mobile home or house trailer at a fixed location.

NONPROFIT COMMUNITY PARTNER AGENCY means a **nonprofit organization that provides critical services, including but not limited to housing services, case management,**

education, workforce development, health care, and legal services, to low- and moderate-income individuals and/or households.

OCCUPANCY means the use or possession or the right to the use or possession of any room or rooms or portion thereof in any hotel for dwelling, lodging or sleeping purposes.

OPERATOR means the person who is the proprietor of a hotel **or extended stay hotel**. Where the operator performs functions through a managing agent of any type other than an employee the managing agent shall also be deemed an operator for the purposes of this article and shall have the same duties and liabilities as the principal. Compliance with the provisions of this article by either the principal or the managing agent shall be compliance by both.

PERSON means any individual, firm, partnership, joint venture, association, social club, fraternal organization, joint stock company, corporation, estate, trust, business trust, receiver, trustee, syndicate or any other group or combination acting as a unit.

RENT means the consideration charged for the occupancy of space in a hotel **or extended stay hotel**.

TENANT means any person who exercises occupancy or is entitled to occupancy by reason of concession, permit, right of access, license or other agreement. OCCUPANT can be used interchangeably with TENANT.

TRANSIENT means any tenant who exercises occupancy or is entitled to occupancy by reason of concession, permit, right of access, license or other agreement for a period of 30 consecutive calendar days or less, counting portions of calendar days as full days. Any such tenant so occupying space in a hotel shall be deemed to be a transient until the period of 30 days has expired unless there is an agreement in writing between the operator and the occupant providing for a longer period of occupancy. In determining whether a person is a transient, uninterrupted periods of time extending both prior and subsequent to the effective date of this article may be considered.

RECORD means all electronic, typewritten, or handwritten information about a tenant.

REGISTER means a machine in which electronic or typewritten records are kept or a document or set of documents in which handwritten or typewritten records are kept.

Sec. 5.03.002. **Chapter 5**, Article 1 applies.

The following special provisions for applicants or holders of licenses for hotels, motels, lodging and boarding houses and private clubs shall not be construed as the only requirements of such persons under this chapter. Rather, Article 1 of this chapter shall be applied here in its entirety except where specific provisions of this article override the general provisions of Article 1.

Sec. 5.03.003. Tax imposed—Gross daily rent.

There is hereby levied a tax of six and one-half percent of the gross daily rent due from or paid by transient guests of all hotels **and extended stay hotels** in addition to the fees charged for

occupation licenses required for the operation of all hotels as set forth in Article 1 of this chapter. The Director of Finance shall be responsible for the administration and levy of this tax.

Sec. 5.03.004. Reporting and remitting rental tax.

Each operator shall on or before the 20th day of the month following the close of each month make a return to the Director of Finance on forms provided of total rents charged and the amount of tax collected for transient occupancy. At the time the return is filed, the full amount of the tax collected shall be remitted to the Director of Finance. The Director of Finance may establish shorter reporting periods for any license holder that has established a record of being delinquent in reporting and/or remitting taxes accruing hereunder. The Director of Finance may also establish shorter or longer reporting periods for any license holder to insure the efficient and effective collection of the tax.

Sec. 5.03.005. Penalties and interest.

- A. ~~Any operator who fails to remit any tax imposed by this article within the time required shall pay a penalty of one percent and interest of two percent per month, not to exceed 25 percent per annum, of the amount of the tax in addition to the amount of the tax. For each and every month, or part thereof, any such tax provided for under this article shall remain unpaid after the same shall become due and payable, there shall be added to such tax as a penalty, ten (10) per cent of the amount of such license tax for the first month or part thereof the same is unpaid, and for each and every month thereafter two (2) per cent of the amount of such tax shall be added until the same is fully paid. In addition to the penalties provided herein, any person, firm, or corporation subject to the provisions of this article who fails to file a statement or pay the tax or files a false or a fraudulent statement, required by this article or within the time required by this article shall, upon conviction thereof, shall be punished by a fine not exceeding \$500.00 or by imprisonment not exceeding three months, or by both such fine and imprisonment.~~
- B. Every penalty imposed and such interest as accrues under the provisions of this section shall become a part of the tax herein required to be paid. Any penalty may for good cause be waived provided that a report thereof be made to the City Council.
- C. Any unpaid taxes shall be considered delinquent 30 days after the due date.
- D. ~~Any operator who fails to pay their transient guest tax within 30 days after the due date shall be subject to the suspension and revocation procedures of Chapter 5, Article 1. Staff will recommend to the Business License Manager the revocation of the motel/hotel's business license if the motel/hotel operator fails to pay their transient guest tax within 30 days past the due date.~~
- E. The ~~City Business License Manager~~ will not reinstate a ~~motel extended stay hotel~~/hotel's business license until they are current in their tax payments, penalties and interest or have a signed payment agreement with the Finance Department.

Sec. 5.03.006. Failure to collect and report tax—Determination of tax by Director of Finance.

If any operator shall fail or refuse to collect any tax or to submit within the time provided in this article any report and/or remittance of any tax or any portion thereof required, the Director of Finance shall proceed to obtain facts and information on which to base an estimate of the tax due. As soon as the Director of Finance procures such facts and information upon which to base such an estimate or assessment against the operator of all tax, interest and penalties provided for by this

article, the Director of Finance shall give notice of the amount so assessed by serving it personally or by depositing it in the United States mail, postage prepaid, addressed to the operator at the business address.

Sec. 5.03.007. Right to hearing.

Such operator may within ten days after the serving or mailing of any notice make application in writing to the Director of Finance for a hearing on the amount assessed as transient guest tax. If such application for a hearing is not made within the time prescribed, the tax, interest and penalties, shall become final and conclusive and immediately due and payable by such operator. If an application is received for a hearing, the time and place of such hearing shall be fixed within five days of receipt of the request. The notice for request of a hearing should show cause why the amount, specifying tax, interest and penalties should not be fixed as specified in the assessment. After such hearing, the Director of Finance shall determine the proper tax to be remitted and shall thereafter give written notice to the operator of such determination and the amount of such tax, interest and penalties.

Sec. 5.03.008. Retention of records for taxing purposes.

It shall be the duty of every operator liable for the collection and payment to the City of any tax imposed by this article to keep and preserve for a period of three years all records which may be necessary to determine the amount of such taxes as may have accrued to the City and for the collection or payment of which such operator is responsible. The Director of Finance shall have the right to inspect such records at all reasonable times, but shall hold the same in confidence and utilize the same only for the purposes of this article.

Sec. 5.03.009. Refunds—Overpayment of taxes.

- A. Whenever the amount of any tax, interest or penalty has been overpaid or paid more than once or has been erroneously collected or received by the City under this article, it may be refunded as provided in Subsections B and C of this section. A claim in writing must be presented stating, under penalty of perjury, the specific grounds upon which the claim is founded. The claim shall be on forms provided by the Director of Finance.
- B. An operator may claim a refund or take as a credit against taxes to be remitted the amount previously overpaid, paid more than once or paid after being erroneously collected or received when it is established in a manner prescribed that the tax was paid on rent charged a person who was not a transient. However, neither a refund nor a credit shall be allowed unless the amount of the tax to be refunded or credited if collected from a tenant or other person has either been refunded to such person or credited to rent subsequently payable by such person to the operator.
- C. No refund shall be paid under the provisions of this section unless the claimant establishes a right thereto by written records showing entitlement.

Sec. 5.03.010. Actions to collect taxes owed to the City.

Any tax required to be paid by any operator under the provisions of this article shall be deemed a debt owed by such operator to the City. Any person owing money to the City under the provisions of this article shall be liable to an action brought in the name of the City for the recovery of such amount.

Sec. 5.03.011. Bond for renewal of business or liquor license when tax delinquent.

Renewal of the city business license or liquor license of any operator who has been delinquent in remitting any tax required by this article for or during three (3) or more months during the year preceding renewal shall be conditioned upon the posting of a bond to secure payment of said taxes during the year of renewal. The amount of the bond shall be equal to the amount of tax payments of such operator during the year preceding renewal. The bond shall be subject to the approval of the city counselor.

Sec. 5.03.012. Unlawful acts - ~~Hotel~~ Operator.

It shall be unlawful for any operator to fail or refuse to register a hotel or extended stay hotel or to submit any tax return or other financial records or to refuse to permit any necessary inspection of hotel records by the Director of Finance or to willfully render a false or fraudulent tax return or claim as required by this article.

Sec. 5.03.0123. Hotel register required.

Every Operator of a hotel and extended stay hotel, as defined by this chapter, shall keep a register in which the following information shall be entered legibly, either in electronic, ink, or typewritten form, prior to the room being furnished or rented to a tenant: (a) the true name and residence address for the tenant, and (b) the make, type and license number of any vehicle under the control of the tenant, if the vehicle will be parked on hotel or extended stay hotel premises. The register shall also show the day, month, and year when such information was entered, the day, month and year of tenant check-in, and the room or rooms to be occupied by such persons. It shall be unlawful for any Operator to refuse or neglect to comply with the requirements of this chapter.

Sec. 5.03.0134. Identification required.

- (a) The Operator shall require identification to be presented upon registration sufficient to confirm the identity of the tenant in the following instances: (i) when a tenant obtains a right to Occupancy by paying for the room entirely in cash; (ii) when a tenant has not made a prior reservation and obtains a right to Occupancy on a "walk-in" basis; and (iii) when, at the time of tenant registration, the Operator does not have in its possession all of the register information required by **Section 5.03.012(a) this Article**.
- (b) At the time of check in, the Operator shall record in the register the type of identification presented, the number and expiration date of the identification presented, and the information required by **this Article Section 5.03.012**. The Operator may comply with this section by copying and or scanning a Government issued pictured identification and recording the information in the register.
- (c) A major credit/debit card must be presented upon registration in order to reserve a room unless, at the time of tenant registration, the Operator has in its possession a major credit/debit card number from the tenant or the entity responsible for the cost of the room. This provision does not prohibit Hotels from accepting alternative methods of payment upon check out.

Sec. 5.03.01415. Retention of register.

- (a) The Operator shall keep the register on the hotel premises in the tenant reception, tenant check-in area, or in an adjacent office. The register shall be maintained at that location on the hotel premises for a period of three years from the date of the last entry in the register.

- (b) No person shall alter, deface, or erase the register so as to make the information recorded in it illegible or unintelligible, or hinder, obstruct, or interfere with any inspection of the register under this chapter.

Sec. 5.03.0156. Register—Format.

Any register maintained in the form of a book shall be permanently bound, each page shall be sequentially numbered and the book shall be the minimum size of eight by ten inches. No page shall be removed from the book. A register may be maintained electronically, but the electronic register must be printable.

Sec. 5.03.0167. False information prohibited.

It is unlawful for any tenant to use or allow the use of any name other than his or her true name in so registering.

Sec. 5.03.0178. Frequency of rental.

The Operator shall not rent any room more than two times during any 24-hour period, beginning at 12:00 noon and ending at 12:00 noon the following day.

Sec. 5.03.0189. Posting regulations.

Every Operator shall maintain a copy of these City Code provisions on the premises. Every Operator shall post in a conspicuous place on the hotel premises, within reasonable view of any person who wishes to become tenant of the hotel, a notice reading "City of Independence Code Regulations on hotel occupancy are available upon request."

Sec. 5.03.019. Extended stays—occupancy standards.

~~A. Each hotel, motel or lodging place shall only rent to and allow occupancy by transient guests, unless an existing hotel, motel or lodging place has a current special land use permit which expressly allows for stays longer than fifteen (15) days. No person may be an occupant or tenant in the facility for more than sixty (60) days in any six-month period. The owner shall develop and implement procedures to prevent stays for a longer period of time which shall be subject to review by the City.~~

- ~~1. Exception: Extended stays by guests may be allowed in certain facilities which have the following physical design features and amenities:~~**

- ~~a. Building. Each facility shall provide a main entrance to a lobby. Entry into any guest suite shall be from an interior hallway. All hallways to guest suites shall be within the interior of the building and shall be climate-controlled. All entrances into the building shall require a valid suite key card to open and shall be equipped with self-closing doors.~~**
- ~~b. Oversized and Suite Style Accommodations. All guest suites on the property must be set up in a suite configuration with a separate area for food preparation, dining, and other living activities. All suites must be fully furnished with bedding, table and chairs, with all linens provided.~~**
- ~~c. Kitchenette. All guest suites must be adequately equipped for in-suite storage of food and safe preparation of meals and include:~~**

- ~~(1) Separate Sink. Must be located outside of the bathroom and integrated within a countertop having at least 12 square feet of flat surface area;~~
 - ~~(2) Appliances. A separate area within each suite must contain a two-burner cooktop, microwave, and efficiency-sized refrigerator/freezer at least 8 cubic feet in capacity;~~
 - ~~(3) Vent Hood. Must be positioned immediately above the cooktop to vent steam and aromas; and~~
 - ~~(4) Dry Storage. Cabinets must be placed above and below the countertop to provide for at least 25 cubic feet of storage of non-perishable items, separate and apart from the closet.~~
- ~~2. No facility, including those meeting the above requirements, may provide for extended stays until express authorization is noted on the facility's annual business license. Further, no such facility shall be used for long stays as a replacement for permanent housing.~~

- ~~a. In the City's sole discretion, authorization to provide for extended stays may be denied or withdrawn due to excessive qualifying calls for police service relating to: crimes of violence, unlawful drug activity, prostitution, solicitation, peace disturbances, thefts, vandalism, unlawful weapon offenses, and property crimes. In reaching this determination, the City may consider the ratio of qualifying calls for police service in the preceding twelve (12) month period, as compared to the number of rooms available for occupancy in the facility. In the event the ratio of qualifying calls for police service places the hotel in the top twenty (20%) percent of all hotels in the City; the calls for police service to that hotel will be presumed to be excessive.~~

B. Occupancy Standards. Owner shall develop and implement procedures to prevent stays for a longer period of time. The following items shall be included as part of the procedure, in addition to the other requirements required under this Chapter.

- ~~1. Mandatory Re-Check-In. Registered tenants (including any occupant) desiring to stay at the facility for more than seven (7) days will be required to reregister weekly and be issued new keys. For those hotels expressly allowed to register guests to stay longer than fifteen (15) days, the registered occupants may not remain in the same room for more than eight (8) weeks consecutively and shall be required to change rooms for stays of a longer duration.~~

- ~~a. Exception: For those hotels expressly allowed to register guests to stay longer than 15 days, the seven-day mandatory re-check-in and the mandatory room change every eight weeks shall not apply if the hotel is compliant with the following procedures:~~

- ~~(1) The hotel shall conduct housekeeping in each room at least once per week (which cannot be declined by the guest). In addition to any normal cleaning which may be required, housekeeping shall conduct an inspection of the room in accordance with a checklist developed and approved by the City. The staff's weekly inspection is intended to observe illegal or inappropriate behavior and safety issues. Staff shall complete the checklist and provide to hotel management. The hotel shall keep the completed checklists and a log showing the~~

- ~~cleaning dates of each room; such records shall be kept for a minimum of two years and shall be made available to the City upon request.~~
- ~~(2) The hotel shall provide registration records to the City upon request and shall provide access so that the City may conduct periodic inspections of rooms. Such periodic inspections shall be conducted at the cost of the hotel.~~
- ~~(3) Registered occupants shall be required to re-check-in every calendar month during a stay of longer duration than 15 days. The registered occupant shall not be required to change rooms but shall be required to interact with hotel staff in the same manner as new guests checking in. The hotel shall ensure that occupancy of the room is consistent with hotel records and in compliance with the occupancy standards set forth in the Municipal Code.~~
- ~~2. Occupancy Limits. Occupancy limits for each room shall be determined by the Fire Marshal and shall be displayed in each room. No person may occupy a room without being registered with hotel management as an occupant. Occupancy of any room shall not exceed that fixed by the Fire Marshal at any time.~~
- ~~3. Refusal To Register. As permitted by the provisions of Section 315.067, RSMo., 2023, any person in charge of the facility shall refuse or deny the use of a room, accommodations, facilities or other privileges of the hotel to any person or persons exhibiting any of the following:~~
- ~~a. An individual who is unwilling or unable to pay for the room, accommodations, facilities, or other privileges of the hotel;~~
- ~~b. An individual who reasonably appears to be visibly intoxicated, under the influence of alcohol or other drug, or acts in a disorderly manner so as to be reasonably likely to create a public nuisance;~~
- ~~c. An individual the person in charge of the facility has reason to believe or reasonably believes to be seeking to use a room, accommodations, facilities or other privileges of the hotel for an unlawful purpose;~~
- ~~d. An individual the person in charge of the facility has reason to believe or reasonably believes to be bringing in anything which may create an unreasonable danger or risk to other persons, including but not limited to explosives or the unlawful use of firearms;~~
- ~~e. An individual whose use of the room, accommodations, facilities or other privileges of the hotel would result in a violation of the maximum capacity of such room, accommodation, facility or hotel.~~
- ~~4. Ejection From Facility. As permitted by the provisions of Section 315.075, RSMo., 2023, the person in charge of the facility shall eject a person from the hotel and notify the appropriate local law enforcement authorities for any of the following reasons:~~
- ~~a. Non-payment of charges incurred by the individual renting a room, accommodations or facilities of the hotel when the charges are due and owing;~~

- ~~b. Any individual renting a room, accommodations or facilities of the hotel who is visibly intoxicated, under the influence of alcohol or other drug or acting in a disorderly manner;~~
- ~~c. Any individual the person in charge of the facility has reason to believe or reasonably believes is using the premises for an unlawful purpose;~~
- ~~d. An individual the person in charge of the facility has reason to believe or reasonably believes to have brought something into the hotel which may create an unreasonable danger or risk to other persons, including but not limited to unlawful use of firearms or explosives; and~~
- ~~e. Any individual the person in charge of the facility has reason to believe or reasonably believes to be in violation of any Federal, State or local laws or regulations relating to the hotel.~~

Sec. 5.03.020. Maximum length of stay.

Hotels shall only allow occupants to stay thirty consecutive (30) days or less per stay.

Sec. 5.03.021. Refusal to register.

As permitted by the provisions of RSMo Section 315.067, any person in charge of the facility shall refuse or deny the use of a room, accommodations, facilities or other privileges of the hotel to any person or persons exhibiting any of the following:

- 1. An individual who is unwilling or unable to pay for the room, accommodations, facilities, or other privileges of the hotel or extended stay hotel;**
- 2. An individual who reasonably appears to be visibly intoxicated, under the influence of alcohol or other drug, or acts in a disorderly manner so as to be reasonably likely to create a public nuisance;**
- 3. An individual the person in charge of the facility has reason to believe or reasonably believes to be seeking to use a room, accommodations, facilities or other privileges of the hotel or extended stay hotel for an unlawful purpose;**
- 4. An individual the person in charge of the facility has reason to believe or reasonably believes to be bringing in anything which may create an unreasonable danger or risk to other persons, including but not limited to explosives or the unlawful use of firearms;**
- 5. An individual whose use of the room, accommodations, facilities or other privileges of the hotel or extended stay hotel would result in a violation of the maximum capacity of such room, accommodation, facility or hotel.**

Sec. 5.03.022. Ejection from facility.

As permitted by the provisions of RSMo Section 315.075, the person in charge of the facility shall eject a person from the hotel and extended stay hotel and notify the appropriate local law enforcement authorities for any of the following reasons:

- 1. Non-payment of charges incurred by the individual renting a room, accommodations or facilities of the hotel and extended stay hotel when the charges are due and owing;**
- 2. Any individual renting a room, accommodations or facilities of the hotel and extended stay hotel who is visibly intoxicated, under the influence of alcohol or other drug or acting in a disorderly manner;**

3. Any individual the person in charge of the facility has reason to believe or reasonably believes is using the premises for an unlawful purpose;
4. An individual the person in charge of the facility has reason to believe or reasonably believes to have brought something into the hotel and extended stay hotel which may create an unreasonable danger or risk to other persons, including but not limited to unlawful use of firearms or explosives; and
5. Any individual the person in charge of the facility has reason to believe or reasonably believes to be in violation of any Federal, State or local laws or regulations relating to the hotel and extended stay hotel.

Sec. 5.03.023. Health code.

Chapter 11 of the City Code shall be applied to all hotels and extended stay hotels in its entirety.

Sec. 5.03.024. Compliance with applicable laws.

Every hotel and extended stay hotel operating in the City shall comply with all city, state and federal laws. Failure to do so will justify suspension or revocation of said business by the City.

Sec. 5.03.025. License denial, suspension or revocation; right to appeal.

- A. The license denial, suspension and revocation provisions set forth in Chapter 5, Article 1 of the City Code, as applicable, shall apply.
- B. The applicant has the right to appeal in accordance with the provisions set forth in Chapter 5, Article 1 of the City Code, as applicable.

Sec. 5.03.0206. Penalty for violation.

- A. *Penalties.* Any person found guilty of a violation of this chapter of the City Code shall be subject to a fine of up to \$500.00 and to incarceration for a term not to exceed six months.
- B. *Continuing Violation.* Unless otherwise provided, a person, firm, corporation or organization shall be deemed guilty of a separate offense for each and every day during any portion of which a violation of this chapter is committed, continued or permitted by the person, firm, corporation or organization and shall be punishable accordingly as herein provided.

Secs. 5.03.0247 - 5.03.099. Reserved.

DIVISION 2. STANDARDS APPLICABLE TO EXTENDED STAY HOTELS

Sec. 5.03.100. Design features and amenities.

- A. Extended stay hotels shall meet the following physical design features and requirements:
 1. Building. Each facility shall provide a main entrance to a lobby. Entry into any guest suite shall be from an interior hallway. All hallways to guest suites shall be within the interior of the building and shall be climate-controlled. All entrances into the building shall require a valid suite key card to open and shall be equipped with self-closing doors.
 2. Oversized and Suite-Style Accommodations. All guest suites on the property must be set up in a suite configuration with a separate area for food preparation, dining, and other

living activities. All suites must be fully furnished with bedding, table and chairs, with all linens provided.

3. Kitchenette. All guest suites must be adequately equipped for in-suite storage of food and safe preparation of meals and include:

- a. Separate Sink. Must be located outside of the bathroom and integrated within a countertop having at least 12 square feet of flat surface area;
- b. Appliances. A separate area within each suite must contain a two-burner cooktop, microwave, and efficiency-sized refrigerator/freezer at least 8 cubic feet in capacity;
- c. Vent Hood. Must be positioned immediately above the cooktop to vent steam and aromas; and
- d. Dry Storage. Cabinets must be placed above and below the countertop to provide for at least 25 cubic feet of storage of non-perishable items, separate and apart from the closet.

B. No facility, including those meeting the above requirements, may provide for extended stays until express authorization is noted on the facility's annual business license.

C. Exception. Legally existing extended stay hotels that were designed and constructed with the physical design features in subparagraph 1. above shall be exempted from that requirement. If the legally existing extended stay hotel is expanded in either square footage or number of rooms, the building shall comply with subparagraph 1. above.

Sec. 5.03.101. Mandatory re-register.

Registered tenants (including any occupant) desiring to stay at the facility for more than thirty (30) days will be required to re-register and be issued new keys every thirty (30) days.

Secs. 5.03.102—5.03.999. Reserved.”

SECTION 2. 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.

SECTION 3. That correction of any scriveners' errors identified within these articles are hereby authorized by this ordinance.

PASSED THIS 17th DAY OF February, 2025, BY THE CITY COUNCIL OF THE CITY OF INDEPENDENCE, MISSOURI.

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

ATTEST:

City Clerk

APPROVED - FORM AND LEGALITY:





City Counselor

REVIEWED BY



City Manager

NOTE: Words struck through and bolded are being removed by this ordinance and words underscored and bolded are being added by this ordinance.

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

25-006 **2R** An ordinance finding, determining, and declaring the necessity of acquiring electrical easements for the Sub S Distribution Feeder Project (Project No. 202316); authorizing negotiations and, if necessary, eminent domain proceedings; approving the project plans and specifications; authorizing the use of experts as needed; and authorizing and directing the execution of documents and the payment of funds to property owners or other parties holding property rights in connection with the project. **2R Passes 7-0 Ord. No. 19653**

Recommendations:

Council approval is recommended.

Background:

Northpoint is in the process of developing the area along the Little Blue Parkway Corridor, which will require IPL to construct a new substation and related transmission and distribution facilities to serve the development and the surrounding area. The project will feature an underground high-reliability design, which necessitates dedicated easements. Securing these easements as early as possible will assist IPL and property owners in coordinating the design and layout of buildings and infrastructure.

Emergency Justification:**Fiscal Impact:**

The fiscal impact to the City is estimated at \$100,000. Funding for the Substation S Distribution Feeders is included in the fiscal year 2024-2025 budget on page 278, under project account number 0217021-5406-202316-C, Construct 6 New Distribution Feeders, IPL Fund 021.

Council Action:

**Department /
Contact**

Municipal Services /

REVIEWERS

Richard Kemple

Jeremy Cover

Melissa Cabrera

Zachary Walker
Susanne Holland

ATTACHMENTS:

1. Sub S Distrubution Feeder Ordinance
2. LBP UG Power Line Easement Vicinity Map

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE FINDING, DETERMINING AND DECLARING THE NECESSITY OF ACQUIRING ELECTRICAL EASEMENTS FOR THE SUB S DISTRIBUTION FEEDER PROJECT (PROJECT NO. 202316); AUTHORIZING THE NEGOTIATION AND EMINENT DOMAIN PROCEEDINGS IF NECESSARY; APPROVING THE PLANS AND SPECIFICATIONS FOR THE PROJECT; AUTHORIZING THE USE OF EXPERTS AS NEEDED; AUTHORIZING AND DIRECTING THE EXECUTION OF DOCUMENTS AND THE PAYMENT OF FUNDS TO PROPERTY OWNERS OR OTHERS HOLDING PROPERTY RIGHTS, IN CONJUNCTION WITH THE PROJECT.

WHEREAS, the City Council of the City of Independence, Missouri, pursuant to advice and recommendation of the Municipal Services Director, deems it necessary, advisable and in the public interest to obtain electrical easements in accordance with the plans and specifications as approved for construction, operation and maintenance of the Sub S Distribution Feeder Project (No. 202316), together with all appurtenances, thereto, along, over, under, upon, across and through certain tracts of land within Independence, Jackson County, Missouri; and,

WHEREAS, the City has authority by virtue of Section 82.240 of the Revised Statutes of the State of Missouri, 1969, as amended, and Section 1.3 and 1.4 of the Charter of the City of Independence, Missouri, revised August 8, 1978, to acquire private property by eminent domain proceedings for any public or municipal use, including the uses or purposes stated herein.

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

SECTION 1. That it is hereby found, determined and declared that it is necessary for the purpose of construction, operation and maintenance of the improved Sub S Distribution Feeder Project (No. 202316) for the City of Independence, Missouri, to acquire by purchase or eminent domain proceedings electrical easements for such public improvements, including, but not limited to electrical infrastructure, together with all appurtenances thereunto belonging along, over, under, upon, across and through the following described tracts of land, all of which are situated in Independence, Jackson County, Missouri; to wit:

Tract 1

Electrical Easement

A Permanent Electrical Easement, being 30.00 feet Wide and lying East of and adjacent to the East Right-of-Way line of Little Blue Parkway, as now established, and being part of the Tracts of land described by the Warranty Deeds recorded as instrument numbers 2007E0047517 and 2007E0047519, as recorded at the Jackson County, Missouri Recorder of Deeds office and being in the Southeast Quarter of Section 34, Township 50 North, Range 31 West, and in the Northeast

Quarter of Section 3, Township 49 North, Range 31 West, in the City of Independence, Jackson County, Missouri and being further described as follows:

Commencing at the center of said Section 34; thence along the North line of said Southeast Quarter, South 88°04'54" East, 696.58 feet; thence leaving said North line, South 01°55'06" West, 1560.10 feet, to the intersection of said East Right-of-Way line and the South line of an existing 160 foot wide Easement to the City of Independence as recorded in Book I-180 at Page 287, at said Recorder of Deeds office, the point of beginning;

Thence from the Point of Beginning, along the South line of said existing Easement, North 45°39'38" East, 72.78 feet to a point 30.00' East of said East Right-of-Way line; thence leaving the South line of said Easement, 30.00 feet East of and parallel to said East Right-of-Way line, the following 4 courses, along a non-tangent curve to the right, having a radius of 2,940.00 feet, an arc length of 187.22 feet, a chord bearing of South 22°29'36" West, and a chord length of 187.19 feet; thence along a line tangent to the last described course, South 24°19'03" West, 366.38 feet; thence along a tangent curve to the left, having a radius of 1,693.00 feet, an arc length of 1803.62 feet, a chord bearing of South 06°12'08" East, and a chord length of 1,719.53 feet; thence South 36°43'19" East, 271.27 feet to a point on the Northwest Right-of-Way line of Missouri Highway 78, as now established; thence leaving said 30.00 foot offset line, and along said Northwest Right-of-Way line, South 53°27'50" West, 30.00 feet, to the intersection of said Northerly Right-of-Way line and said East Right-of-Way line; thence along said East Right-of-Way line, the following 4 courses, North 36°43'19" West, 271.18 feet; thence along a tangent curve to the right, having a radius of 1,723.00 feet, an arc length of 1,835.58 feet, a chord bearing of North 06°12'08" West, and a chord length of 1,750.00 feet; thence North 24°19'03" East, 366.38 feet; thence along a tangent curve to the left, having a radius of 2,910.00 feet, an arc length of 119.34 feet, a chord bearing of North 23°08'34" East, and a chord length of 119.33 feet, to the Point of Beginning and contains 1.80 acres, more or less.

Tract 2:

Electrical Easement

A Permanent Electrical Easement, being 30.00 feet Wide and lying East and adjacent to the East Right-of-Way line of Little Blue Parkway, as now established, and being part of the Tract of land described by the Warranty Deed recorded as instrument numbers 2007E0047526, as recorded at the Jackson County, Missouri Recorder of Deeds office and being in the Northeast Quarter of Section 3, Township 49 North, Range 31 West, in the City of Independence, Jackson County, Missouri and being further described as follows:

Commencing at the East Quarter corner of said Section 3, thence along the South line of said Northeast Quarter, North 87°42'46" West, 1,252.42 feet; thence leaving said South line, North 02°17'14" East, 38.87 feet, to the intersection of the North Right-of-Way line of East Truman Road, as now established, and said East Right-of-Way line, the Point of Beginning;

Thence from the Point of Beginning, along the said East Right-of-Way line, along a non-tangent curve to the left, having a radius of 2,019.86 feet, an arc length of 1,243.48 feet, a chord bearing of North 17°22'30" West, and a chord length of 1,223.94 feet, to a point at the intersection of said East Right-of-Way line and the Southeast Right-of-Way line of Missouri Highway 78, as now established; thence along said Southeast Right-of-Way line, North 53°27'50" East, 30.01 feet, to a point 30.00 feet East of said East Right-of-Way line; thence along a non-tangent curve to the right, being 30.00 feet East of and parallel to said East Right-of-Way line, having a radius

of 2,049.86 feet, an arc length of 1,261.90 feet, a chord bearing of South 17°23'52" East, and a chord length of 1,242.07 feet, to a point on said North Right-of-Way line; thence leaving said offset line, along said North Right-of-Way line, South 88°38'39" West, 30.01 feet, to the Point of beginning and contains 37,581 square feet, more or less.

Tract 3:

Electrical Easement

A Permanent Electrical Easement, being adjacent to and 30.00 feet East of the East Right-of-Way line of Little Blue Parkway, as now established, and lying with the Tract of land described by the Warranty Deeds recorded as instrument numbers 2007E0047518, 2007E0047525 & 2007E0047523, as recorded at the Jackson County, Missouri Recorder of Deeds office and being in the South Half of Section 3, and the Northwest Quarter of Section 10, all within Township 49 North, Range 31 West, in the City of Independence, Jackson County, Missouri and being further described as follows:

Commencing at the East Quarter corner of said Section 3, thence along the North line of the Southeast Quarter of said Section 3, North 87°42'46" West, 1,251.16 feet; thence leaving said North line, South 02°17'14" West, 34.48 feet, to the intersection of the South Right-of-Way line of East Truman Road, as now established, and said East Right-of-Way line, the Point of Beginning;

Thence from the Point of Beginning, along the said South Right-of-Way line, South 81°23'21" East, 30.18 feet, to a point 30.00 feet East of said East Right-of-Way line; thence along the following 3 courses being 30.00 feet East of and parallel to said East Right-of-Way line, along a non-tangent curve to the right, having a radius of 2,049.86 feet, an arc length of 1,566.99 feet, a chord bearing of South 24°20'03" West, and a chord length of 1,529.11 feet; thence South 46°14'01" West, 1,264.25 feet; thence along a tangent curve to the left, having a radius of 2,151.83 feet, an arc length of 1,549.42 feet, a chord bearing of South 25°36'21" West, and a chord length of 1,516.17 feet, to a point on the Northwesterly line of a Tract of land Described by the Report of Commissioners, recorded in book 574 at page 1673 and amended by instrument number 1978I0316980, as recorded at said Recorder of Deeds office; thence leaving said offset line, and along the Northwest line of the tract described by said Report of Commissioners, South 46°47'43" West, 2.96 feet, to the Westerly Northwest corner of the tract described by said Report of Commissioners; thence along the West line of the tract described by said Report of Commissioners, South 02°11'53" West, 58.14 feet, to a point 30.00 feet East of said East Right-of-Way line; thence along the following 3 courses being 30.00 feet East of and parallel to said East Right-of-Way line, along a non-tangent curve to the left, having a radius of 2,151.83 feet, an arc length of 12.05 feet, a chord bearing of South 03°12'44" West, and a chord length of 12.05 feet; thence South 03°03'06" West, 413.66 feet; thence along a tangent curve to the right, having a radius of 2,049.86 feet, an arc length of 1,096.73 feet, a chord bearing of South 18°22'44" West, and a chord length of 1,083.69 feet, to a point on the South line of the Northwest Quarter of said Section 10; thence along the South line of the Northwest Quarter of said Section 10, North 87°42'45" West, 35.25 feet, to a point on said East Right-of-Way line; thence leaving the South line of said Northwest Quarter, and along said East Right-of-Way line, the following 5 courses, along a non-tangent curve to the left, having a radius of 2,019.86 feet, an arc length of 1,099.05 feet, a chord bearing of North 18°38'23" East, and a chord length of 1,085.54 feet; thence North 03°03'06" East, 413.66 feet; thence along a tangent curve to the

right, having a radius of 2,181.83 feet, an arc length of 1,644.37 feet, a chord bearing of North 24°38'34" East, and a chord length of 1,605.73 feet; thence North 46°14'01" East, 1,264.25 feet; thence along a tangent curve to the left, having a radius of 2,019.86 feet, an arc length of 1,547.30 feet, a chord bearing of North 24°17'17" East, and a chord length of 1,509.75 feet, to the Point of beginning and contains 4.11 acres, more or less.

Tract 4

Electrical Easement

A Permanent Electrical Easement, being 30.00 feet Wide and lying Southeast of and adjacent to the Southeast Right-of-Way line of Little Blue Parkway, as now established, and being part of the Tracts of land described by the Warranty Deeds recorded as instrument numbers 2022E0085377 and 2022E0085378, as recorded at the Jackson County, Missouri Recorder of Deeds office and being in the Southeast Quarter of Section 9, and the Southwest Quarter of Section 10, all being in Township 49 North, Range 31 West, in the City of Independence, Jackson County, Missouri and being further described as follows:

Commencing at the corner common to sections 9, 10, 15 and 16 of said Township and Range; thence along the West line of said Southwest Quarter, and being the East line of said Southeast Quarter, North 01°55'15" East, 1,446.18 feet, to a point on said Southeast Right-of-Way line, the Point of Beginning;

Thence from the Point of Beginning, leaving said East and West Section lines, along said Southeast Right-of-Way line, North 64°01'13" East, 1,034.45 feet; Thence continuing along said Southeast Right-of-Way line, along a tangent curve to the left, having a radius of 2,019.86 feet, an arc length of 1,050.29 feet, a chord bearing of North 49°07'26" East, and a chord length of 1,038.50 feet, to a point on the North line of said Southwest Quarter; thence leaving said Southeast Right-of-Way line, along said North line, South 87°42'45" East, 35.25 feet, to a point 30.00 feet East of said Southeast Right-of-Way line; thence along the following 3 courses being 30.00 feet East of and parallel to said East Right-of-Way line, along a non-tangent curve to the right, having a radius of 2,049.86 feet, an arc length of 1,084.54 feet, a chord bearing of South 48°51'48" West, and a chord length of 1,071.93 feet; thence along a line tangent to the last described curve, South 64°01'13" West, 2,307.01 feet, thence along a tangent curve to the left, having a radius of 3,679.72 feet, an arc length of 229.64 feet, a chord bearing of South 62°13'57" West, and a chord length of 229.60 feet, to a point on the East Right-of-Way line of South Necessary Road, as now established; Thence leaving said offset courses, and along said East Right-of-Way line, North 02°05'28" East, 35.19 feet, to a point on said Southeast Right-of-Way line; thence along said Southeast Right-of-Way line, along a non-tangent curve to the right, having a radius of 3,709.72 feet, an arc length of 213.05 feet, a chord bearing of North 62°22'30" East, and a chord length of 213.02 feet; thence continuing along said Southeast Right-of-Way line, North 64°01'13" East, 1,272.56 feet, to the Point of Beginning and contains 2.48 acres, more or less.

Tract 5

Electrical Easement

A Permanent Electrical Easement, being 30.00 feet Wide and lying East of and adjacent to the East Right-of-Way line of Little Blue Parkway, as now established, and being part of the Tracts

of land described by the Warranty Deed recorded as instrument numbers 2014E0071145 (Correction Warranty Deed number 2014E0071460), as recorded at the Jackson County, Missouri Recorder of Deeds office and being in the Southeast Quarter of Section 9, and the North Half of Section 16, all being in Township 49 North, Range 31 West, in the City of Independence, Jackson County, Missouri and being further described as follows:

Commencing at the center of said Section 16; thence along the South line of said Northwest Quarter of said Section 16, North 88°09'02" West, 340.63 feet; thence leaving said South line, North 01°50'58" East, 30.00 feet, to the point of intersection of said East Right-of-Way line and the North Right-of-Way line of East R.D. Mize Road, as now established, the Point of Beginning;

Thence from the Point of Beginning, along said East Right-of-Way line the following 3 courses, North 26°33'34" West, 156.44 feet; thence North 02°26'58" East, 103.08 feet; thence along a tangent curve to the right, having a radius of 3,709.72 feet, an arc length of 3,563.84 feet, a chord bearing of North 29°58'15" East, and a chord length of 3,428.37 feet, to a point on the West Right-of-Way line of S. Necessary Road, as now established; thence along said West Right-of-Way line, South 84°27'37" East, 49.00 feet, to a point 30.00 feet East of said East Right-of-Way line; thence along the following 3 courses being 30.00 feet East of and parallel to said East Right-of-Way line, along a non-tangent curve to the left, having a radius of 3,679.72 feet, an arc length of 3,573.61 feet, a chord bearing of South 30°16'16" West, and a chord length of 3,434.82 feet; thence South 02°26'58" West, 95.32 feet; thence South 26°33'34" East, 164.90 feet, to a point on said North Right-of-Way line; thence along said North Right-of-Way line, North 88°09'02" West, 34.11 feet, to the Point of beginning and contains 2.64 acres, more or less.

Tract 6

Electrical Easement

A Permanent Electrical Easement, being part of the Tract of land described by the Warranty Deed recorded as instrument number 2021E110878, as recorded at the Jackson County, Missouri Recorder of Deeds office and being in the Northwest Quarter of Section 10, Township 49 North, Range 31 West, in the City of Independence, Jackson County, Missouri and being further described as follows:

Commencing at the Northwest corner of said Section 10; thence along the North line of said Section 10, South 87°40'08" East, 331.20 feet; thence leaving said North line, South 02°19'52" West, 620.19 feet, to the Northwest corner of said Tract; thence along the West line of said Tract, South 02°11'55" West, 31.10 feet, to the intersection of the West line of said Tract and the South line of an Existing Utility Easement recorded as document number 2020E0094497, at said Recorder of Deeds Office, to the Point of Beginning;

Thence from the Point of Beginning, leaving said West line, and along the South line of said Utility Easement, South 88°55'41" East, 280.14 feet; thence continuing along the South line of said Utility Easement, South 86°48'06" East, 351.61 feet; thence continuing along the South line of said Utility Easement and its Easterly prolongation, South 88°03'08" East, 636.65 feet, to a point on the Northerly prolongation of the West line of said Utility Easement; thence along the West line of said Utility Easement and its Northerly and Southerly prolongation, South 02°54'33" West, 845.32 feet, to a point on the Northwesterly prolongation of a Northwest jog in the East line of said Tract; thence along said jog and its Northwesterly Prolongation, South

56°08'38" East, 196.81 feet, to the Easterly corner of said jog; thence along the East line of said Tract, South 33°54'54" West, 15.00 feet; thence leaving said East line, North 56°08'38" West, 194.16 feet; Thence South 38°49'45" West, 64.18 feet; thence North 51°10'15" West, 15.00 feet; thence North 38°49'45" East, 68.63 feet; thence North 02°54'33" East, 831.89 feet; thence North 88°03'08" West, 621.56 feet; thence North 86°48'06" West, 351.50 feet; thence North 88°55'41" West, 199.96 feet; thence South 01°04'19" West, 26.56 feet; thence North 86°59'57" West, 70.71 feet, to a point 10.00 feet East of the West line of said Tract; thence along a line 10.00 feet East of and parallel to the West line of said Tract and its Southerly prolongation, South 02°11'55" West, 734.63 feet; thence South 43°09'54" East, 372.09 feet; thence South 46°50'06" West, 15.00 feet; thence North 43°09'54" West, 378.36 feet; thence North 02°11'55" East, 111.15 feet, to a point on the West line of said Tract; thence along the West line of said Tract, South 88°00'01" East, 5.00 feet; thence continuing along said West line, North 02°11'55" East, 668.72 feet, to the Point of Beginning and contains 1.17 acres, more or less.

Tract 7

Electrical Easement

A Permanent Electrical Easement, being part of the Tract of land described by the Warranty Deed recorded as instrument number 2022E0056702, as recorded at the Jackson County, Missouri Recorder of Deeds office and being in the Northwest Quarter of Section 10, Township 49 North, Range 31 West, in the City of Independence, Jackson County, Missouri and being further described as follows:

Commencing at the Northwest corner of said Section 10; thence along the North line of said Section 10, South 87°40'08" East, 1,758.77 feet; thence leaving said North line, South 02°19'52" West, 1,594.38 feet, to the East corner of a Tract of land Described by the Warranty Deed recorded as instrument number 2021E0110878, at said Recorder of Deeds office, the Point of Beginning;

Thence from the Point of Beginning, South 56°08'38" East, 5.32 feet, to a point on the West Right-of-Way line of Little Blue Parkway, as now established; thence along said West Right-of-Way line, along a non-tangent curve to the right, having a radius of 1,799.86 feet, an arc length of 17.40 feet, a chord bearing of South 03°25'51" West, and a chord length of 17.40 feet; thence leaving said West Right-of-Way line, North 56°08'38" West, 14.14 feet, to a point on the West line of the Tract described by said instrument number 2022E0056702, and being a point on the East line of the Tract described by instrument number 2021E0110878; thence along the East and West lines of said Tracts, North 33°54'54" East, 15.00 feet, to the Point of Beginning and contains 146 square feet, more or less.

SECTION 2. That the City Manager and his designates are hereby authorized and directed to negotiate with the owners of the properties herein described for the purchase of electrical easements relating to said lands.

SECTION 3. That in the event of failure to negotiate the proper compensation to be paid for such general utility easements and the acquisition thereof by purchase, the City Counselor

and his designates are hereby authorized and directed to institute eminent domain proceedings for the purpose of acquiring such electrical utility easements in the manner provided by law.

SECTION 4. That the City Manager is hereby authorized to request proposals, if required, for surveys, appraisals, and necessary title reports for said property.

SECTION 5. That the improvements herein referred to shall be of the nature described herein and shall be done in accordance with the plans and specifications as completed, hereby approved, and on file in the office of the Municipal Services Director.

SECTION 6. That the City Manager of the City of Independence, Missouri, is here by authorized and directed to execute necessary documents, to pay and disburse funds, within appropriations authorized for this project, to property owners, others holding property rights and escrow agents pursuant to negotiated agreements for purchase of said electrical utility easements, all in accordance with established acquisition procedure and approved appraisals.

PASSED THIS _____ DAY OF _____, 2025, 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

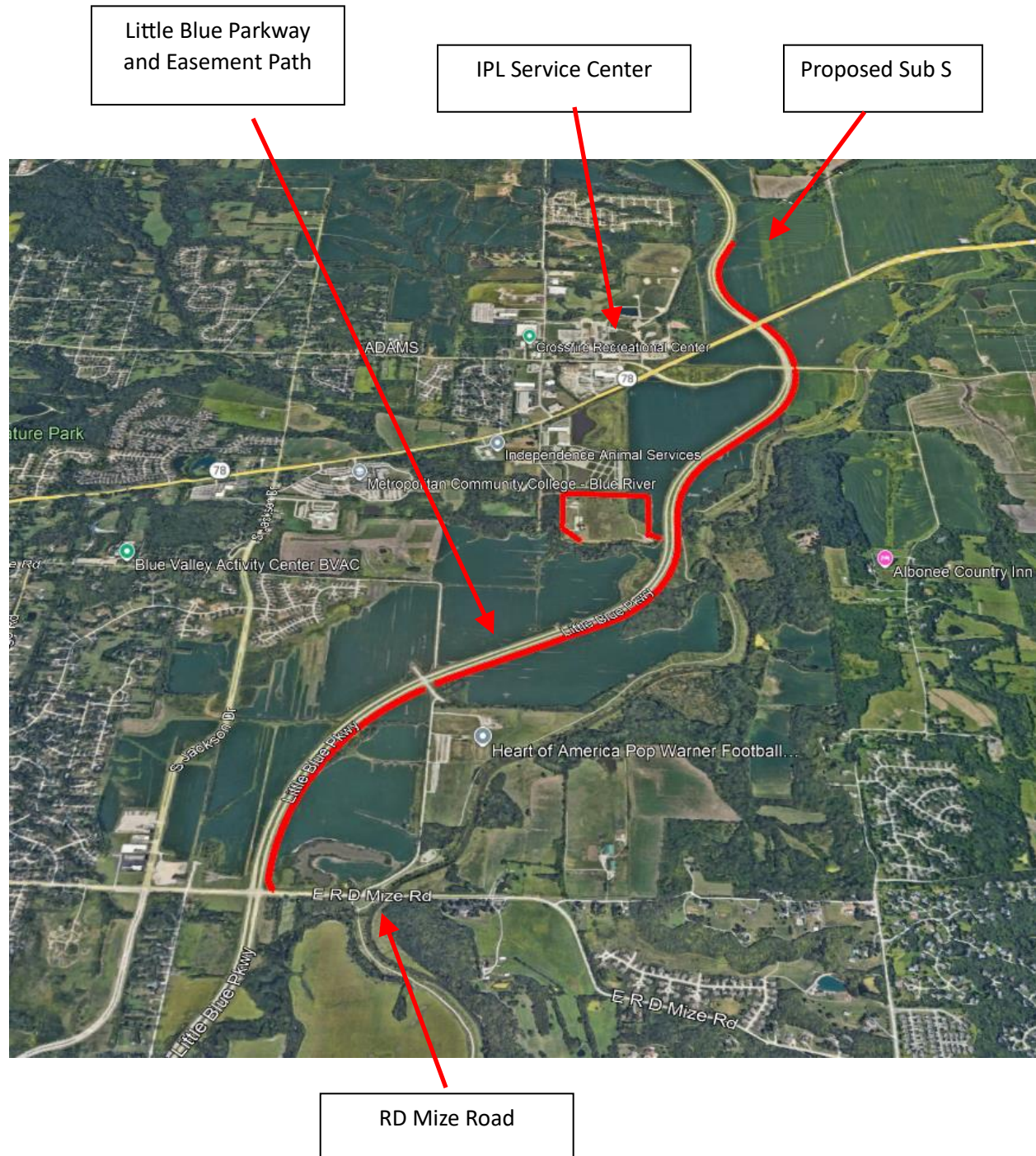
APPROVED – FORM AND LEGALITY:

City Counselor

REVIEWED BY:

City Manager

Vicinity Map
Little Blue Parkway
IPL Underground Easement Locations



City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

25-007 **2R** An ordinance vacating a portion of an existing water line easement and dedicating a new water line easement, located generally in Section 8, Township 49, Range 31, and situated in, on, and across 1656 and 1716 S. Speck Road in Independence, Jackson County, Missouri. **2R Passes 7-0 Ord. No. 19654**

Recommendations:

Council approval is recommended.

Background:

City staff were approached by the Independence School District with a request to partially vacate 15 feet of a water line easement to support additional property development at 1656 and 1716 S. Speck Road. Staff recommend approving this vacation.

Emergency Justification:**Fiscal Impact:**

There is no fiscal impact to the City.

Council Action:

Department / Contact	Municipal Services /
---------------------------------	----------------------

REVIEWERS

Richard Kemple
Jeremy Cover
Melissa Cabrera
Zachary Walker
Susanne Holland

ATTACHMENTS:

1. ISD Bingham-Pioneer Vacation and Dedication Ordinance

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE VACATING A PORTION OF AN EXISTING WATER LINE EASEMENT AND DEDICATING A NEW WATER LINE EASEMENT LOCATED GENERALLY IN SECTION 8 TOWNSHIP 49 AND RANGE 31 AND LYING IN, ON, AND ACROSS 1656 & 1716 S SPECK RD IN INDEPENDENCE, JACKSON COUNTY, MISSOURI.

WHEREAS the Water Line Easement was recorded in 1997 on page 2204 in Book *I3022* of the Jackson County, Missouri Deed Records; and,

WHEREAS the partial vacation of the fifteen (15) feet Water Line Easement will support additional development of the property; and,

WHEREAS, the City has received a request for vacation from the property owner.

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

SECTION 1. That the City Council of the City of Independence, Missouri does hereby vacate a portion of the Water Line Easement, Recorded in 1997 Book *I3022*, Page 2204, the portion to be vacated is described as follows:

Water Line Partial Vacation Description

Description for the vacation of a portion of a water line easement as described in I3022 Page 2204, recorded in Jackson County, Missouri, to wit:

This description vacates only the portion of the water line to be relocated and is 15 feet in width, 7.5 feet on each side of the following described centerline with sidelines to be prolonged as required:

Commencing at the Northwest Corner of Section 8, Township 49N, Range 31W in Independence, Jackson County, Missouri; thence on the North line of the Northwest Quarter of said section S87°57'49"E a distance of 439.28'; thence departing said line S83°33'26"E a distance of 207.18' to the Point of Beginning of the centerline of the subject vacated portion; thence N41° 21' 49"E a distance of 74.99' to the Point of Terminus on the existing easement centerline.

SECTION 2. That the City Council of the City of Independence, Missouri does hereby accept a Water Line Easement that is described as follows:

Water Line Relocation Easement

Description for the relocation of a portion of a water line easement as described in I3022 Page 2204, recorded in Jackson County, Missouri, to wit:

This description locates only the portion of the water line to be relocated and is 15 feet in width, 7.5 feet on each side of the following described centerline with sidelines to be prolonged as required:

Commencing at the Northwest Corner of Section 8, Township 49N, Range 31W in Independence, Jackson County, Missouri; thence on the North line of the Northwest Quarter of said section S87°57'49"E a distance of 439.28'; thence departing said line S83°33'26"E a distance of 207.18' to the Point of Beginning of the centerline of the subject easement; thence N48° 38' 53"W a distance of 9.86'; thence N03°38'53"W a distance of 9.72' to a point on the North line of said Section 8; thence continuing N03°38'53"W into the Southwest Quarter of Section 5 in said

Township and Range a distance of 11.02'; thence N41°21'49"E a distance of 45.33'; thence N86°21'49"E a distance of 21.21'; thence S48°38'53"E a distance of 9.53' to the Point of Terminus on the existing easement centerline.

SECTION 3. 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 _____, 2025, BY THE CITY COUNCIL OF THE CITY OF INDEPENDENCE, MISSOURI.

ATTEST:

City Clerk

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

APPROVED - FORM AND LEGALITY:

City Counselor

REVIEWED BY:

City Manager

Director of Finance and Administration
City of Independence, Missouri

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

25-008 **1R** An ordinance approving a rezoning from District R-A (Residential-Agricultural) to District R-4 (Single-Family Residential Low Density) for the property at 2000 N. Elsea Smith Road. **1R Read**

Recommendations:

Commissioner O'Neill made a motion to recommend approval of the rezoning for 2000 N. Elsea Smith Road. A second was made by Commissioner Nesbitt. The Independence Planning Commission voted as follows:

Commissioner Nesbitt – No

Commissioner Ferguson – No

Commissioner Ashbaugh – No

Commissioner Wiley – Yes

Commissioner O'Neill – No

Commissioner Torres – Yes

Commissioner Young – No

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

Background:

A request by the property owner to rezone the property located at 2000 N. Elsea Smith Road from R-A (Residential-Agricultural) to R-4 (Single-Family Residential Low Density).

PROPERTY'S HISTORY:

The property included in this application to be rezoned was platted in 1919 as portions of Lots 1 and 2, Ben H. Marrow. Lot 2A, Ben H. Marrow – Replat was created in 2019. This house and tract was annexed by Independence in 1974.

At the time annexation in 1974, the property was zoned A (Agricultural). The City adopted its Unified Development Ordinance (Ordinance No. 17339) in 2009, and these properties labeled zoning classifications of R-A (Residential-Agricultural).

PROPOSAL:

The property owner seeks to rezone the property to create lots that will meet our subdivision platting regulations. Rezoning the property's two proposed lots will allow for lots with legal frontages (minimum of 75 feet) along Elsea Smith Road. On the northern portion of the property will be one 3-acre lot for the existing residence. On the south will be a 7.45-acre lot that will be used by other family members or be made available for sale.

PHYSICAL CHARACTERISTICS OF THE PROPERTY:

The property contains a rural residence on a flat, cultivated lot with a wooded perimeter.

CHARACTERISTICS OF THE AREA:

This an area that encompasses a mix of rural, large-lot residences, cultivated fields, pastures and woodlands.

Consistency with *Independence for All*, Strategic Plan:

This proposal conforms with Independence for All, Strategic Plan's objective, "Stabilize and revitalize neighborhoods."

Comprehensive Plan Guiding Land Use Principles for the Current Designation:

Imagine Independence Comprehensive Plan 2040 envisions the area to be designated for Residential, Residential-Agricultural uses. The relevant 'Tool and Policies' is, "Identify areas...where... development would be appropriate."

Sub-Area Plans:

These properties are not located within any sub-area plan.

Zoning:

The proposed R-4 (Single-Family Residential Low Density) zoning classification allows for single-family dwellings and various other uses (schools, churches, government facilities, cemeteries, home-based daycare, agriculture and others with conditions).

Minor Subdivision:

The proposed R-4 (Single-Family Residential Low Density) zoning classification allows the existing house and an additional single-family structure on the two lots being created by a new Minor Subdivision. The new zoning allows for 75 feet of frontage rather than the 250 feet required by R-A zoning.

Historic and Archeological Sites:

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

Public Utilities:

Electric and water utilities are available in the Elsea Smith Road right-of-way.

Septic Systems and Fields:

Both new lots will be sufficient in area to provide for two septic systems. The location of the existing system's laterals is indicated on the Minor Subdivision.

Floodplain/Stream Buffer:

There are no federal flood plains or city designated stream buffers in the area of the rezoning.

CIP Investments:

There are no CIP Investments planned for this area at this time.

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

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

The Comprehensive Plan envisions Residential-Agricultural uses for the area. The relevant 'Tool and Policies' is, "Identify areas...where...development would be appropriate."

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

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

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

There are nearby large-lot, single-family homes on R-A zoned properties to the east, south and west.

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

The proposed R-4 zoning will be compatible with the area's existing development pattern.

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

The R-A zoning requires more frontage than the existing houses have in the vicinity.

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

This is not applicable.

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

The rezoning should have no detrimental effect on area properties.

8. The gain, if any, to the public health, safety, and welfare due to denial of the application, as compared to the hardship imposed upon the landowner, if any, as a result of denial of the application.

If rezoning is denied, the property owner will not be able to sell off the west portion of the property given MoDOT prohibits access to US 24 Highway.

Draft Planning Commission meeting minutes are attached.

Emergency Justification:

Fiscal Impact:

Council Action:

Department / Contact	Community Development /
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REVIEWERS

Tom Scannell
Jeremy Cover
Zachary Walker
Susanne Holland

ATTACHMENTS:

1. Draft Ordinance 25-100-01
2. Rezoning Staff Report 25-100-01
3. Narrative
4. Application
5. Notification Letter
6. Notification Addresses
7. Exhibit Notification Area Map
8. Affidavit
9. Minor Subdivision
10. Exhibit Comprehensive Plan Map
11. Exhibit Zoning Map
12. Planning Commission Meeting Minutes 01-14-25

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE APPROVING A REZONING FROM DISTRICT R-A (RESIDENTIAL-AGRICULTURAL) TO DISTRICT R-4 (SINGLE-FAMILY RESIDENTIAL LOW DENSITY) FOR THE PROPERTY AT 2000 N. ELSEA SMITH ROAD.

WHEREAS, a request by the property owner to rezone the property located at 2000 N. Elsea Smith Road from District R-A (Residential-Agricultural) to District R-4 (Single-Family Residential Low Density) was referred to the Planning Commission as required by the Unified Development Ordinance; and,

WHEREAS, the Unified Development Ordinance provides for the approval of a rezoning following public hearings by the Planning Commission and City Council; and,

WHEREAS, after due public notice in the manner prescribed by law, the Planning Commission held a public hearing for the consideration of the request on January 14, 2025, and rendered a report to the City Council; and,

WHEREAS, after due public notice in the manner prescribed by law, the City Council held a public hearing and rendered a decision recommending that the rezoning be approved by a vote of 2-5; and,

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

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

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

SECTION 1. That the following legally described property is hereby rezoned from District R-A (Residential-Agricultural) to District R-4 (Single-Family Residential Low Density) and shall be subject to the regulations of said district:

"BEN H MORROW-REPLAT, A REPLAT OF LOTS 1 AND 2 OF SUBDIVISION OF BEN H MORROW" --- LOT 2A

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

shall have no legal effect as of the date of such judgement.

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

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

PASSED THIS _____ DAY OF _____, 2025, BY THE CITY COUNCIL
OF THE CITY OF INDEPENDENCE, MISSOURI.

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

ATTEST:

City Clerk

APPROVED AS TO FORM AND LEGALITY:

City Counselor

REVIEWED BY:

City Manager

MEETING DATE: January 14, 2025

STAFF: Brian L. Harker, Senior Planner

PROJECT NAME: Derick Krones Rezoning

CASE NUMBER/REQUEST: **Case 25-100-01 – Rezoning – 2000 N. Elsea Smith Road** – A request by Derick Krones to rezone the property from R-A (Residential-Agricultural) to R-4 (Single Family Residential Low Density).

APPLICANT: Derick Krones

PROPERTY LOCATION: 2000 N. Elsea Smith Road (The two new lots are being replatted into 2000 and 1950 N. Elsea Smith Road).

SURROUNDING ZONING/LAND USE:

North: C-1 (Single-family Residential) and C-2 ...vacated land and single-family residence
South: R-A (Residential-Agricultural)...cultivated farmland
East: R-A (Residential-Agricultural)...rural residences
West: R-A (Residential-Agricultural)...cultivated farmland

PUBLIC NOTICE:

- Letters to property owners – November 13, 2024
- Public Notice published in the Independence Examiner – December 28, 2024
- Signs posted on property – December 27, 2024

FURTHER ACTION:

Following action by the Planning Commission, this rezoning request is scheduled for first reading by the City Council on February 17, 2025 and the public hearing/second reading on March 3, 2025.

RECOMMENDATION

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

PROJECT DESCRIPTION & BACKGROUND INFORMATION

PROJECT DESCRIPTION: A rezoning for this property from R-A (Residential-Agricultural) to R-4 (Single-Family Residential Low Density).

Current Zoning:	R-A (Residential- Agricultural)	Proposed Zoning:	R-4 (Single-Family Residential Low Density)
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Current Use: Cultivated Farmland

Proposed Uses: Large-lot Rural Residential

Zoning History:

The property included in this application to be rezoned was platted in 1919 as portions of Lots 1 and 2, Ben H. Marrow. Lot 2A, Ben H. Marrow – Replat was created in 2019. This house and tract was annexed by Independence in 1974.

At the time annexation in 1974, the property was zoned A (Agricultural). The City adopted its Unified Development Ordinance (Ordinance No. 17339) in 2009, and these properties labeled zoning classifications of R-A (Residential-Agricultural).

Proposal:

The City seeks to rezone the property to create lots that will meet our subdivision platting regulations. Rezoning the property's two proposed lots will allow for lots with legal frontages (minimum of 75 feet) along Elsea Smith Road. On the northern portion of the property will be one 3-acre lot for the existing residence. On the south will be a 7.45-acre lot that will be made available for sale.

Physical Characteristics of Property:

The property contains a rural residence on a flat, cultivated lot with a wooded perimeter.

Characteristics of the Area:

This an area that encompasses a mix of rural, large-lot residences, cultivated fields, pastures and woodlands.

ANALYSIS

Consistency with *Independence for All*, Strategic Plan:

This proposal conforms with Independence for All, Strategic Plan's objective, "Stabilize and revitalize neighborhoods."

Comprehensive Plan Tools and Policies for the Current Designation:

Imagine Independence Comprehensive Plan 2040 envisions the area to be designated for Residential-Agricultural uses. The relevant 'Tool and Policies' is, "Identify areas...where... development would be appropriate."

Sub-Area Plans:

These properties are not located within any sub-area plan.

Zoning:

The proposed R-4 (Single-Family Residential Low Density) zoning classification allows for single-family dwellings and various other uses (schools, churches, government facilities, cemeteries, home-based daycare, agriculture and others with conditions).

Minor Subdivision:

The proposed R-4 (Single-Family Residential Low Density) zoning classification allows the existing house and an additional single-family structure on the two lots being created by a new Minor Subdivision. The new zoning allows for 75 feet of frontage rather than the 250 feet required by R-A zoning.

Historic and Archeological Sites:

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

Public Utilities:

Electric and water utilities are available in the Elsea Smith Road right-of-way.

Septic Systems and Fields:

Both new lots will be sufficient in area to provide for two-septic systems. The location of the existing system's laterals is indicated on the Minor Subdivision.

Floodplain/Stream Buffer:

There are no federal flood plains or city designated stream buffers in the area of the rezoning.

CIP Investments:

There are no CIP Investments planned for this area at this time.

REVIEW CRITERIA

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

- 1. Conformance of the requested zoning with the Comprehensive Plan.**
The Comprehensive Plan envisions Residential-Agricultural uses for the area. The relevant 'Tool and Policies' is, "Identify areas...where...development would be appropriate."
- 2. Conformance of the requested zoning with any adopted neighborhood or sub-area plans in which the property is located or abuts.**
The property is not within a sub-area plan area.
- 3. The compatibility of the proposed zoning with the zoning and use of nearby property, including any overlay zoning.**
There are nearby large-lot, single-family homes on R-A zoned properties to the east, south and west.
- 4. The compatibility of the proposed zoning and allowed uses with the character of the neighborhood.**
The proposed R-4 zoning will be compatible with the area's existing development pattern.
- 5. The suitability of the subject property for the uses to which it has been restricted under the existing zoning regulations.**
The R-A zoning requires more frontage than the existing houses have in the vicinity.
- 6. The length of time the subject property has remained vacant as zoned.**
This is not applicable.
- 7. The extent to which approving the rezoning will detrimentally affect nearby properties.**
The rezoning should have no detrimental effect on area properties.
- 8. The gain, if any, to the public health, safety, and welfare due to denial of the application, as compared to the hardship imposed upon the landowner, if any, as a result of denial of the application.**
If rezoning is denied, the property owner will not be able to sell off the west portion of the property given MoDOT prohibits access to US 24 Highway.

EXHIBITS

1. Narrative
2. Application
3. Notification letter
4. Address List
5. Notification Area Map
6. Affidavit
7. Minor Subdivision
8. Comprehensive Plan map
9. Zoning map

Derick krones

2000 N Elsea Smith Rd Independence Mo 64056

My goal for this project is to separate my property into 2 different parcels. One 3 acre lot for my current house on the property to sit on that I will keep. And then one 7.5 acre with nothing on it to sell off for someone else to build on or buy for whatever they please. I don't use all the land and I figured this was the best route for everyone.

Application Type (check all that apply)

Land Use	Land Subdivision	Site Development	Use Permit	Other
☒ Rezoning ☐ PUD Rezoning	☐ Preliminary Plat ☐ Final Plat ☐ Minor Subdivision	☐ Final Site Plan ☐ Preliminary Dev Plan ☐ Final Dev Plan (PUD)	☐ Special Use ☐ Homebased Business ☐ Short-Term Rental	☐ Admin. Adjustment ☐ Variance ☐ Street Name Change ☐ Special Sign Permit

Project Information and Location

Project Name: Krones Rezoning

Project Address/Location: 2000 N Elsea Smith Rd Independence MO 64056

Sq. Ft. of Building	Acreage	Number of Lots/Tracts	Stream Buffer (Yes or No)
<u>RA</u>	<u>10.5</u>	<u>2</u>	<u>NO</u>
Existing Zoning	Proposed Zoning	Existing Land Use	Proposed Land Use
<u>RA</u>	<u>R-4</u>	<u>Residential</u>	<u>Residential</u>

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

☒ Completed & Signed Application Form ☒ Application Fee ☒ Cover Letter Describing Details of Project	☒ One 24" x 36" set of plans for Land Sub. & Site Dev. ☒ One PDF copy of a plat map or site plan ☒ Legal Description of the property in question
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Contact Information

Applicant		Owner	
<u>Derick Krones</u>		<u>Derick Krones</u>	
Name	Company	Name	Company
<u>2000 N Elsea Smith Rd Indep. MO 64056</u>		<u>2000 N Elsea Smith Rd Indep. MO 64056</u>	
Address		Address	
<u>816-863-1523</u>	<u>Derick.krones@gmail.com</u>	<u>816-863-1523</u>	<u>Derick.krones@gmail.com</u>
Phone	Email	Phone	Email
Architect/Engineer/Surveyor/Other: <u>Brant Ladwig Ladwig + associates LLC</u>		Architect/Engineer/Surveyor/Other: <u>Brant Ladwig Ladwig + associates LLC</u>	
Name	Company	Name	Company
<u>33604 E 235th St Pleasant Hill MO 64080</u>		<u>33604 E 235th St Pleasant Hill MO 64080</u>	
Address		Address	
<u>816-309-6621</u>	<u>Brantladwig@hotmail.com</u>	<u>816-309-6621</u>	<u>Brantladwig@hotmail.com</u>
Phone	Email	Phone	Email

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

[Signature] 11-13-24 [Signature] 11-13-24
Applicant's Signature Date Owner's Signature Date

Appendix B - Property Owner Notification Letter

City of Independence, Missouri

Date: 11-13-24

Case No. 25-100-01

Dear Property Owner:

This letter is to notify you that an application has been submitted for consideration by the Planning Commission and City Council. A full public hearing will be held by the Planning Commission and the City Council will consider new information on the dates and times below.

Proposed Case Type (Check One):

- ☒ Rezoning ☐ Rezoning/PUD ☐ Special Use Permit
☐ Preliminary Development Plan

Proposed project description: Rezone the property so
that it can be subdivided into 2 parcels.

Applicant: Derick Krones

Location of Property: 2000 N Elsea Smith Rd Indep. mo 64056

Planning Commission Meeting Date: 14 - JAN, 2025, at 6:00 p.m.

City Council Meeting Date: 17 - FEB, 2025, 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.

Derick Krones

Applicant (or Owner/Agent)

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

List of neighbors within 185ft of property

BEMBOOM EDWARD J - 8824 INDEPENDENCE AVE INDEPENDENCE, MO 64053

BEMBOOM ROBERT EDWARD - 5393 FULKS RD BATES CITY, MO 64011

BARNHILL T J - 26101 E US 24 HWY INDEPENDENCE MO 64056

BENSON TROY ANDREW & LISA RENEE - 26011 E US 24 HWY INDEPENDENCE MO 64056

FARRAR JAMES H & ANGELA B - 1950 N ELSEA SMITH RD INDEPENDENCE MO 64056

ROLAND WARREN L & KAREN S - 1327 W 30TH ST S INDEPENDENCE MO 64052

EICHMAN DAVID - 2011 N ELSEA SMITH RD INDEPENDENCE MO 64056

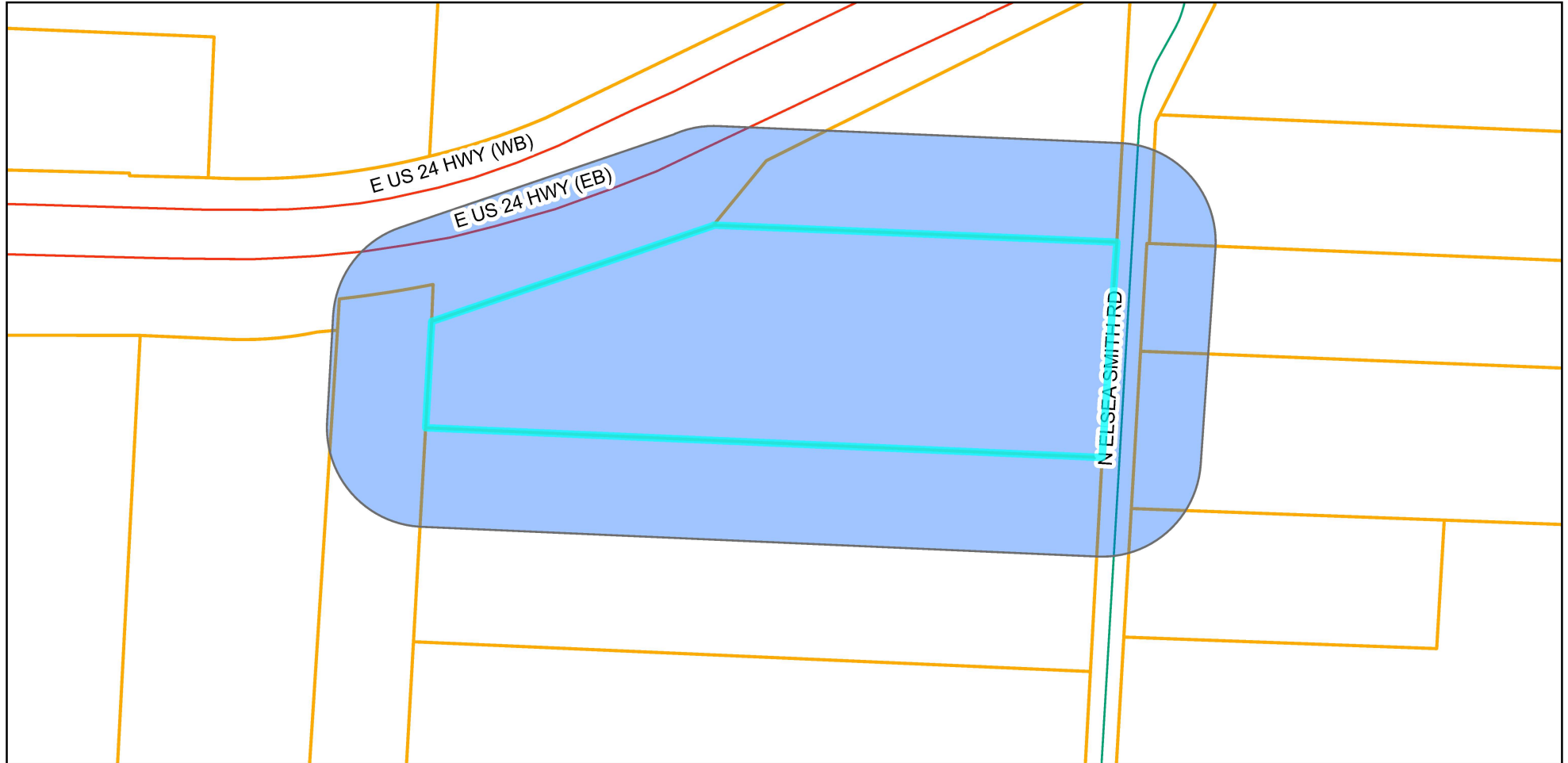
MONACO SHELBY - 1921 N ELSEA SMITH RD INDEPENDENCE MO 64056

CRONIN TYLER E & CASSANDRA M - 1909 N ELSEA SMITH RD INDEPENDENCE MO 64016

Notification Area

2000 N Elsea Smith Rd

Permit #25-100-01



Legend

Parcels

 Parcels

Streets

 Highway



0 0.05 0.1 0.2 Miles

Prepared by: Gabe Glaser
Community Development Department
Date Saved: 1/2/2025 3:53 PM

Appendix C - Property Owner Notification Affidavit

STATE OF MISSOURI

COUNTY OF JACKSON

Case No. 25-100-01

I, Derick KroneS, 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.**

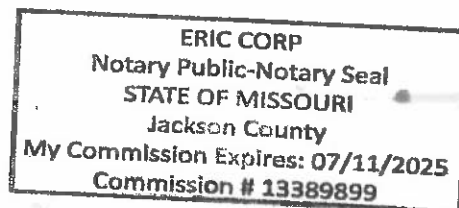
These notices were mailed on the 25th day of November, 2024.


Signature of Agent, Owner or Attorney

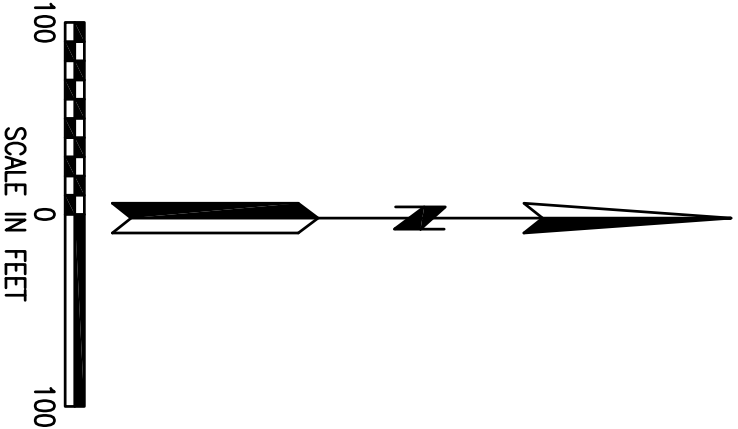
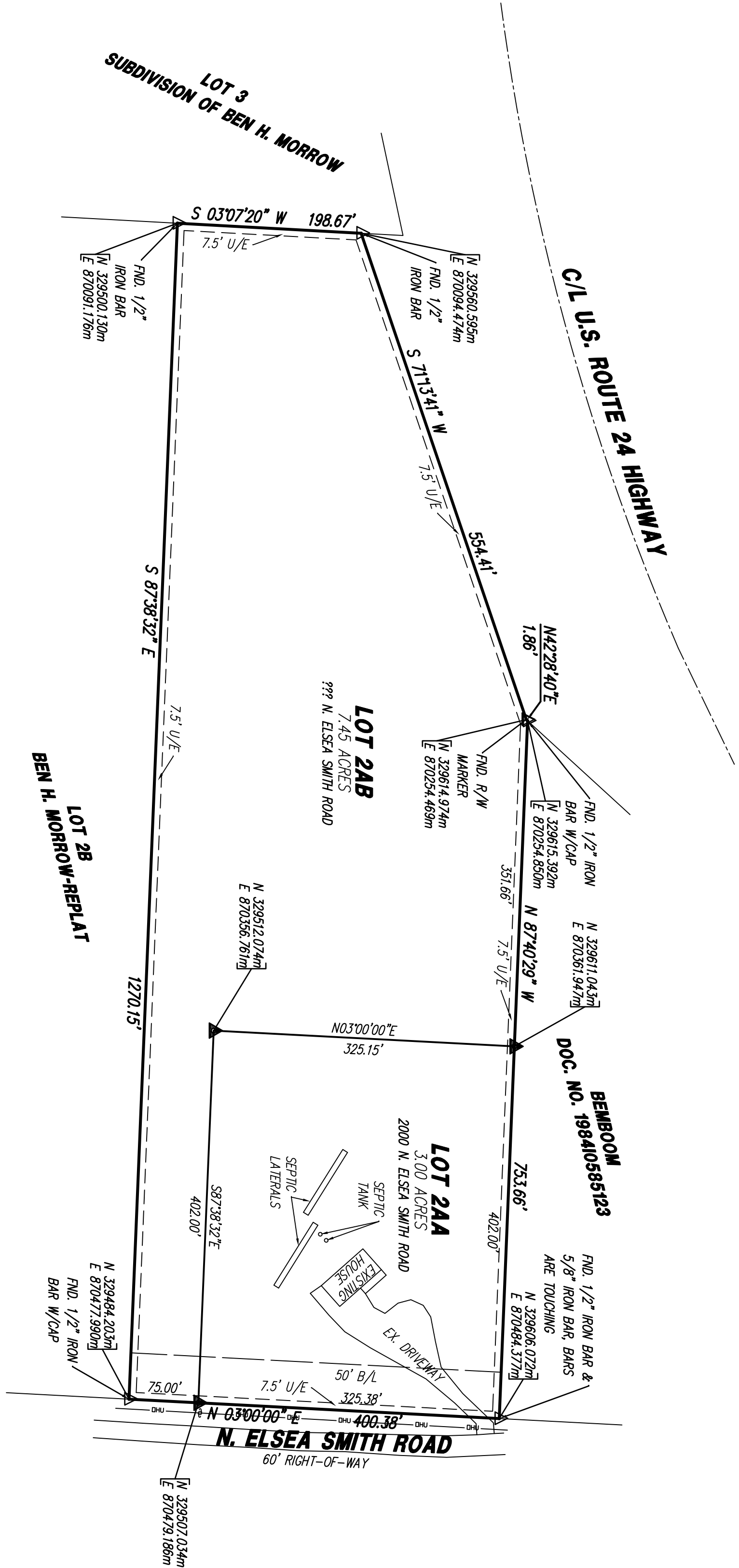
Subscribed and sworn to before me this 25 day of NOVEMBER, 2024.


Notary Public

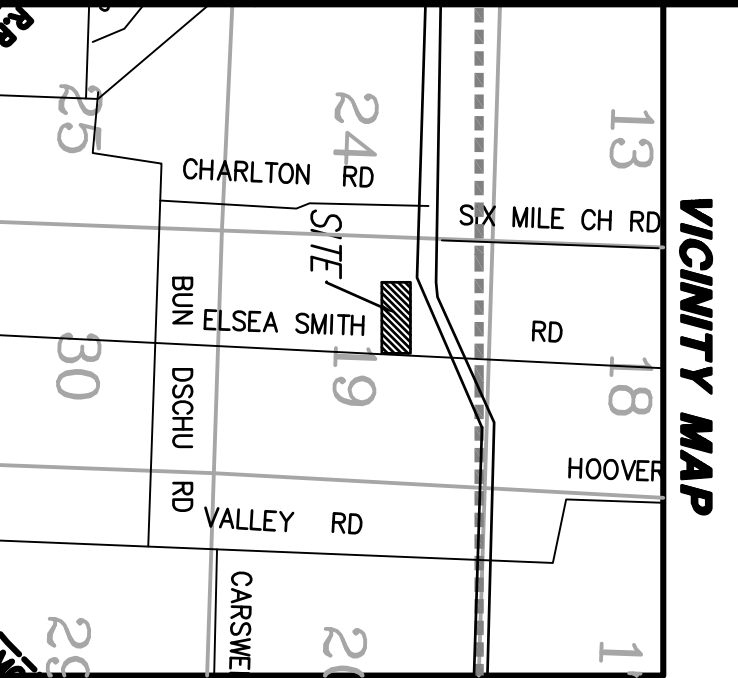
07/11/2025
Commission Expiration Date



MINOR SUBDIVISION
BEN H. MORROW-REPLAT NO. 2
LOTS 2AA AND 2AB
A REPLAT OF LOT 2A, BEN H. MORROW-REPLAT, A
REPLAT OF LOTS 1 AND 2 OF SUBDIVISION OF BEN H. MORROW
A SUBDIVISION IN THE NORTHWEST 1/4 OF SECTION 19, TOWNSHIP 50,
RANGE 30, IN INDEPENDENCE, JACKSON COUNTY, MISSOURI



LEGEND:
B/L BUILDING LINE
C/L CENTER LINE
U/E UTILITY EASEMENT
N 322086.540m
E 889740.759m
SET 1/2" IRON BAR, PLS 2006016533
UNLESS OTHERWISE NOTED



OWNER
Derrick Kronos
2000 N. Elsea Smith Road
Independence, MO 64056
816-863-1523

LADWIG & ASSOCIATES, LLC.
LAND SURVEYORS
33604 E. 235th Street
Pleasant Hill, Missouri 64080
816-309-6621
Missouri Certificate of Authority
Land Surveying - LS-2012028511

- SURVEY NOTES:**
1. Δ , Denotes Found Monumentation as noted.
 2. The Parent Tract for this Survey is recorded as Document No. 2019020425.
 3. This Survey meets or exceeds the accuracy standards of an "Urban Property" Survey.
 4. Bearings and Coordinates are based on Jackson County Geographic Reference System Monument 44-55. A grid factor of 0.999077 was used.
 5. No attempt has been made as a part of this survey to obtain or show data concerning existence, size, depth, condition, capacity or location of any underground utility.
 6. Surveyor has made no investigation or independent search for easements of record, accurate and current title search may disclose.
 7. Title report by Fidelity National Title Insurance Company, File No. 23455094, Dated August 19, 2023 was used in the preparation of this survey.

PROPERTY DESCRIPTION.
All of Lot 2A, Ben H. Morrow-Replat, a replat of Lots 1 & 2 of subdivision of Ben H. Morrow, a subdivision in Independence, Jackson County, Missouri.

FLOOD STATEMENT.
The subject property lies in an area labeled Zone X, (area determined to be outside of the 100-year flood plain) as determined by the FEMA Flood Insurance Rate Map Number 28095C0194G with an effective date of January 20, 2017.

DEDICATION.
The undersigned proprietors of the above described tract of land have caused the same to be subdivided in the manner shown on the accompanying plat, which subdivision shall hereafter be known as BEN H. MORROW-REPLAT NO. 2.

All thoroughfares shown on this plat and not heretofore dedicated to public use, are hereby so dedicated, an easement or license is hereby granted to the City of Independence, Missouri to locate, construct and maintain, or to authorize the location, construction, and maintenance of conduits, water, gas and sewer mains, poles, wires and anchors and all or any of them upon those areas outlined on this plat and designated by the words "Utilities Easement" or abbreviated "U/E".

In testimony whereof, Derrick Kronos, a single person, has caused these presents to be signed by this _____ day of _____, _____.

By _____
Derrick Kronos
State of Missouri }
County of Jackson } SS

On this _____ day of _____, before me personally appeared Derrick Kronos, who being by me sworn did say that he is the same person who executed the foregoing instrument of writing and the said instrument to be the free act and deed of said person and duly acknowledged the execution of the same.

In witness whereof, I have hereunto set my hand and affixed my Notarial Seal of my office the day and year last above written.

My commission expires: _____
Notary Public _____

APPROVED BY THE CITY COUNCIL AND MAYOR OF THE CITY OF INDEPENDENCE, MISSOURI
PURSUANT TO ORDINANCE NO. 17339.

City Clerk — Susanne Holand

Director of Planning — Tam Scannell

City Engineer — Alexander Lopez

APPROVED BY JACKSON COUNTY ASSESSOR.

By _____
Date _____

I hereby certify that the within plat of BEN H. MORROW-REPLAT NO. 2 is based on an actual survey made by me or under my direct supervision and that said survey meets or exceeds the current MINIMUM STANDARDS FOR PROPERTY BOUNDARY SURVEYS as adopted by the Missouri Board of Architects, Professional Engineers, and Land Surveyors and the Missouri Department of Natural Resources. I further certify that the within plat was prepared in accordance with the laws and rules of the State of Missouri and the City of Independence, Missouri, and that I have complied with all State and City of INDEPENDENCE statutes, ordinances and regulations governing the practice of surveying and platting of subdivisions to the best of my knowledge and belief.

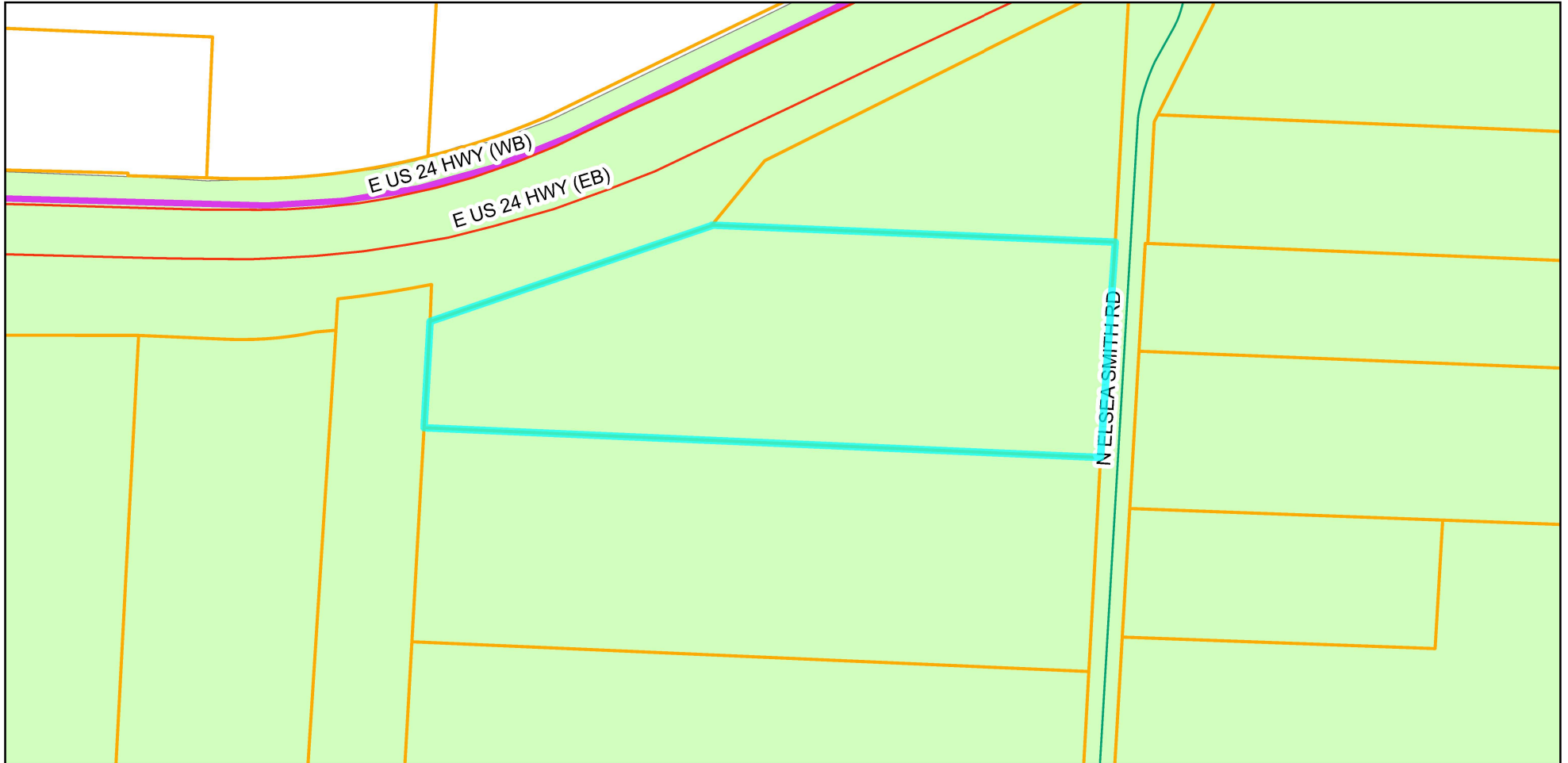


Bryan E. Ludwig PLS 2006016533
DEC. 6, 2024
IF THIS IS NOT A BLUE INK SEAL AND THE SIGNATURE IN BLUE INK, THE PLAT IS A COPY AND MAY CONTAIN UNAUTHORIZED ALTERATIONS. THE COPY PLAT MAY BE USED FOR RECORDING PURPOSES ONLY AND IS NOT VALID FOR ANY OTHER PURPOSES.
PROJECT NO. 24-127

Comprehensive Plan Map

2000 N Elsea Smith Rd

Permit #25-100-01



Legend

Parcels

 Parcels

Streets

 Highway



City Limits

 City Limits

Proposed Land Use (Comp Plan)

 Agricultural

0 0.05 0.1 0.2 Miles

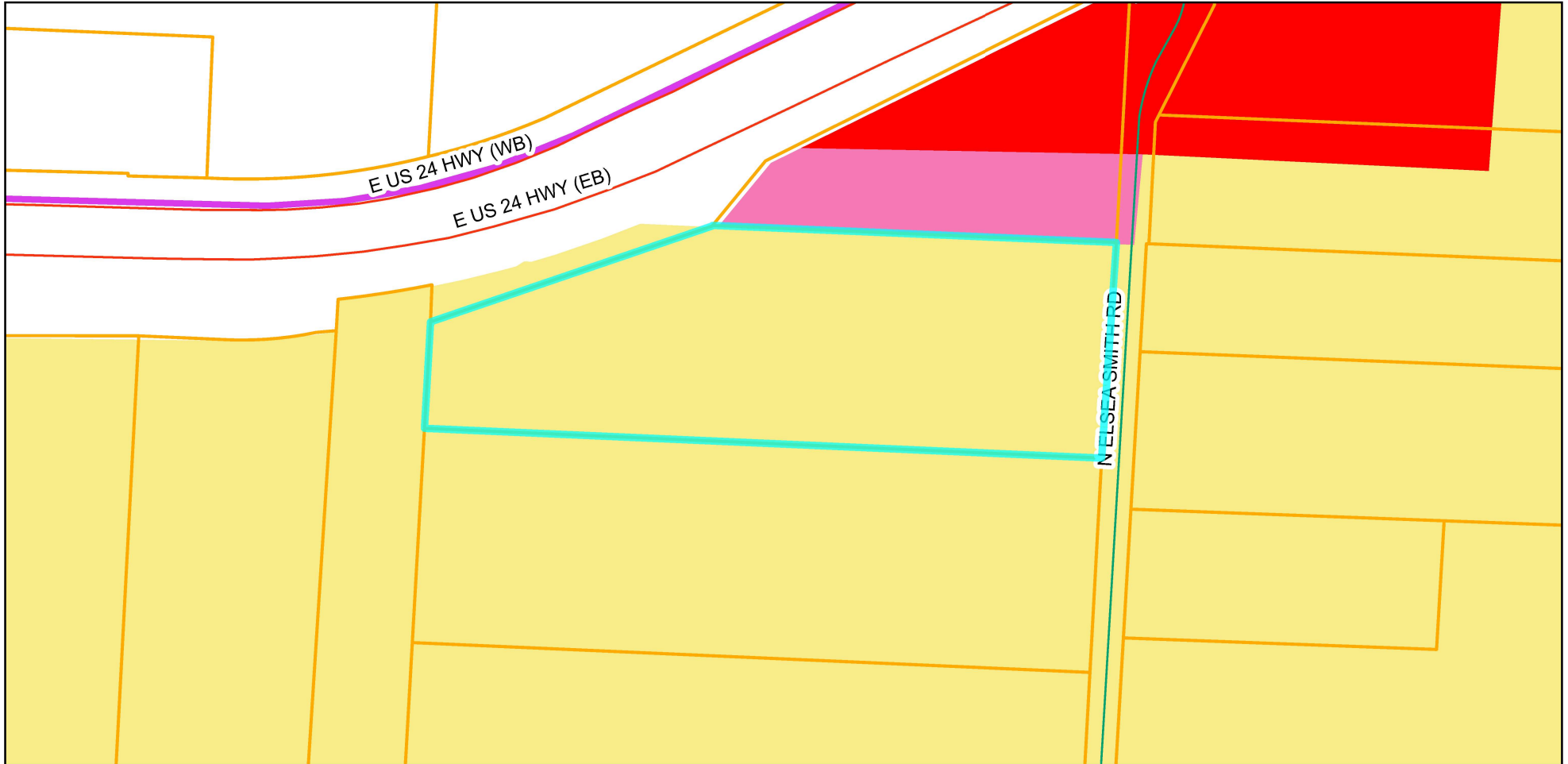


Prepared by: Gabe Glaser
Community Development Department
Date Saved: 1/2/2025 3:53 PM

Zoning Map

2000 N Elsea Smith Rd

Permit #25-100-01



Legend

Parcels

Parcels

Streets

Highway

Zoning District

C-1

C-2

R-A

City Limits

City Limits

0 0.05 0.1 0.2 Miles

Prepared by: Gabe Glaser
Community Development Department

Date Saved: 1/2/2025 3:53 PM



Planning Commission Minutes

January 14, 2025 6:00 PM

City Hall, 111 E. Maple Avenue (Ground Floor), Council Chambers

CALL TO ORDER

A meeting of the Planning Commission was held at 6:00 PM on 1/14/2025, in the 111 E Maple Avenue, Independence, MO 64050. The meeting was called to order.

ROLL CALL

Upon roll call, the following members were present - Laurie Dean Wiley, Eric Ashbaugh, Edward Nesbitt, Dan O'Neill, Virginia Ferguson, Jose Torres, Michael Young. Absent - .

CONSENT AGENDA

The Consent Agenda consists of routine items of business to be acted upon by the Planning Commission with little or no public discussion. The staff or committee recommendation for each item is included in the Planning Commission packet. Any item may be removed by a commissioner or staff member to become part of the regular agenda.

1. Planning Commission Minutes – November 19, 2024

Motion

Commissioner Edward Nesbitt made a motion to approve the Consent Agenda. Commissioner Michael Young seconded the motion. The motion was approved Yes 7, No 0, Abstained 0.

CASE TO BE CONTINUED - THE APPLICANT REQUESTS THIS CASE BE CONTINUED TO THE JANUARY 28, 2025 MEETING.

1. **Case 25-100-03 – Rezoning – 10900 E Truman Rd** – A request by Dustin Ferrell to rezone the property from I-1 (Industrial), C-2 (General Commercial), and R-12 (Two Family Residential) to I-1 (Industrial).

Motion

Commissioner Edward Nesbitt made a motion to continue the case to January 28, 2025 meeting. Commissioner Dan O'Neill seconded the motion. The motion was approved Yes 7, No 0, Abstained 0.

PUBLIC HEARINGS

1. **Case 25-100-01 – Rezoning – 2000 N. Elsea Smith Road** – A request by Derick Krones to rezone the property from R-A (Residential-Agricultural) to R-4 (Single Family Residential Low Density).

Staff Presentation

Brian Harker presented the case. Mr. Harker presented the Commission with a vicinity map, noting the area and surrounding zoning. He presented the Commission with an aerial map indicating the project area and explained the surrounding land uses. Mr. Harker noted that Residential-Agricultural requires a 250-foot lot frontage and splitting the lot would not meet that requirement. The R-4 zoning would only require a 75-foot lot frontage and would allow their minor subdivision application to move forward.

Applicant Comments

Derick Krones, 2000 N. Elsea Smith Road, stated he would like to split his lot into two lots so a second house can be built on the newly separated lot. He's hoping his family would be able to purchase the second lot to build a home next door to his.

Public Comments

Dawn Zachgo, 1512 N. Elsea Smith Road, stated provided a history of the property. She stated R-4 zoning does not match the 2040 Comprehensive Plan. Ms. Zachgo said this would allow more urban style development and create additional traffic that the roads are not designed to handle. This rezoning would cause a domino effect, setting a precedence for other property owners to do the same. Ms. Zachgo is concerned about the impact on public health and the long-term consequences for infrastructure and the surrounding community.

Gwen Herner, 1732 N. Elsea Smith Road, stated she has been fighting with Jackson County about her agricultural property. She's concern approving this rezoning will open a can of worms. Ms. Hefner feels if the City approves this rezoning, Jackson County will continue to try to change their property to residential instead of agricultural.

Bryan Etter, 1811 N. Elsea Smith Road, stated he's concerned about the waterway being contaminated with additional septic tanks.

Debbie Ruth, 1721 N. Elsea Smith Road, stated she's owned her property for ten years and they picked this area because of the rural surrounding. She said she agrees with past speakers and is concerned this will allow Jackson County to say the area is not agricultural.

John Veldheer, 1607 N. Elsea Smith Road, said the road is very narrow and he's concerned about additional traffic.

Linda Nix, 1515 N. Elsea Smith Road, stated she was the first to build their house on that side of the street in 1989. She is concerned this change will destroy their land and she wants her property to stay zoned Residential-Agricultural.

Dennis Heimsoth, 1507 N. Elsea Smith Road, said they don't want another housing addition because as soon as this starts, it's going to create houses everywhere.

Pam Wrinkle, 915 N. Elsea Smith Road, stated she would like the property to stay zoned Residential-Agricultural.

Rita Veldheer, 1607 N. Elsea Smith Road, said she signed up for R-A zoning and wants it to remain as it is.

Mr. Krones stated he would like to only have one additional house on the property and hopes that his family can purchase it to build a home next to theirs.

Commissioner Comments

In response to Commissioner Nesbitt's question, Mr. Harker stated you can only have one house on a property. He said with R-4 they can still have chickens. Mr. Harker stated the property could not stay R-A and allow the lot split due to the minimum lot frontage.

Rick Arroyo provided additional information on the restrictions and what the R-4 zoning would allow. He explained only one additional home would be allowed on the property due to the requirement to have 75-foot lot footage and sewer requirements.

Chairwoman Wiley confirmed with Mr. Harker that this rezoning will only allow one additional residential structure to be built. Mr. Harker added that the sewer system and lot frontage will not allow more than one property to be built.

Commissioner Nesbitt stated the surrounding property owners purchased their land with an R-A zoning and would like to see it stay R-A.

Motion

Commissioner Dan O'Neill made a motion to approve the case. Commissioner Edward Nesbitt seconded the motion. The motion failed Yes 2, No 5, Abstained 0.

2. **Case 25-100-04 – Rezoning – Evanston Park Rezoning** – A City request to rezone the property located at 9408 E. Winner Road from O-1 (Office-Residential) to R-6 (Single Family Residential) and the properties located at 715 & 717 S. Brookside, 812, 818 & 820 S. Glenwood, 9306 & 9310 E. 9th Street S, and 9400, 9402, 9404 & 9406 E. Winner Road from R-30/PUD (High Density Residential/Planned Unit Development) to R-6 (Single Family Residential).

Staff Presentation

Brian Harker presented the case. Mr. Harker presented the Commission with a vicinity map, noting the area and surrounding zoning. He presented the Commission with an aerial map

indicating the project area and explained the surrounding land uses.

Public Comments

No public comments.

Motion

Commissioner Edward Nesbitt made a motion to approve the case. Commissioner Eric Ashbaugh seconded the motion. The motion was approved Yes 7, No 0, Abstained 0.

3. **Case 25-100-05 – Rezoning – Liberty Street Rezoning** – A City request to rezone the properties located at 1420, 1422, 1424 & 1426 S. Liberty Street from R-30/PUD (High Density Residential/Planned Unit Development) to R-6 (Single Family Residential).

Staff Presentation

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

Public Comments

No public comments.

Motion

Commissioner Dan O'Neill made a motion to approve the case. Commissioner Edward Nesbitt seconded the motion. The motion was approved Yes 7, No 0, Abstained 0.

OTHER BUSINESS

1. **Case 24-310-06 – Preliminary Plat – Liberty Commons** – A request by Derek Kennedy for approval of a preliminary plat.

Staff Presentation

Gabe Glaser presented the case. Mr. Glaser presented the Commission with a vicinity map, noting the area and surrounding zoning. He presented the Commission with an aerial map indicating the project area and explained the surrounding land uses. Mr. Glaser reviewed the conditions of approval.

Applicant Comments

Dan Foster, 14920 W 107th St., Lenexa, KS, stated he's representing the developer. He said they agree with the staff's report and agree to all the conditions.

Public Comments

No public comments.

Commissioner Comments

Chairwoman Wiley and Commissioner O'Neill both expressed gratitude to the applicant for creating additional housing.

Motion

Commissioner Edward Nesbitt made a motion to approve the case. Commissioner Jose Torres seconded the motion. The motion was approved Yes 7, No 0, Abstained 0.

ROUNDTABLE - NEXT MEETING JANUARY 28, 2025

Chairwoman Wiley requested permission from the Planning Commissioners to talk to staff about not mailing the packets. She noted the Commission does have access to the packet online.

Commissioner Nesbitt said he would be okay with online packets, if they'll receive the same information online.

Commissioner Ashbaugh stated he's having issues with the small maps and questioned if the online version will allow them to zoom in. Mr. Arroyo stated the largest map they could print would be 11x17.

Chairwoman Wiley noted all Commissioners received the new City Council approved Member Agreement and will need to turn it in before the next meeting.

ADJOURNMENT

The meeting was adjourned at 7:34 p.m.

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

25-009 **1R** An ordinance approving a rezoning from District O-1 (Office-Residential) and District R-30/PUD (High Density Residential/Planned Unit Development) to District R-6 (Single-Family Residential) for the properties along Winner Road, Brookside Boulevard, Glenwood Avenue and 9th Street S in Independence, Missouri. **1R Read**

Recommendations:

Commissioner Nesbitt made a motion to recommend approval of the rezoning for 9400, 9402, 9404 & 9406 & 9408 E. Winner Road, 715 & 717 S. Brookside Boulevard, 812, 818 & 820 S.

Glenwood Avenue, and 9306 & 9310 E. 9th Street S. A second was made by Ashbaugh. The Independence Planning Commission voted as follows:

Commissioner Nesbitt – Yes

Commissioner Ferguson – Yes

Commissioner Ashbaugh – Yes

Commissioner Wiley – Yes

Commissioner O'Neill – Yes

Commissioner Torres – Yes

Commissioner Young – Yes

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

Background:

A request by the City of Independence to rezone the property located at 9408 E. Winner Road from O-1 (Office-Residential) to R-6 (Single-Family Residential) and the properties located at 715 & 717 S. Brookside Boulevard, 812, 818 & 820 S. Glenwood Avenue, 9306 & 9310 E. 9th Street S., and 9400, 9402, 9404 & 9406 E. Winner Road from R-30/PUD (High Density Residential/Planned Unit Development) to R-6 (Single-Family Residential).

PROPERTIES' HISTORIES:

The properties included in this application for a rezoning were platted in 1925 as Lots 9 through 13 and Lot 20, Evanston Park. This area was annexed by Independence in 1961. Prior to the annexation of the subdivision, much of this area would have already been developed with single-family houses.

At the time Independence adopted its Zoning District Map (Ordinance No. 1132) in 1965, most of the properties were designated R-4 (High Density Residential), the Brookside Avenue properties were zoned R-2 (Two-Family Residential), and 9408 E. Winner Road was zoned C-0 (Non-Retail Commercial). In 1980, when Independence updated its Zoning District Map (Ordinance No. 6078), the R-2 and R-4 properties were designated R-4 and the C-0 property, CR-1 (Limited Commercial and Residential). The City adopted its Unified Development

Ordinance (Ordinance No. 17339) in 2009, and these properties were labeled zoning classifications of R-30/PUD (High Density Residential/Planned Unit Development) and O-1 (Office-Residential).

PROPOSAL:

The city seeks to rezone the properties part of this application to R-6 (Single-Family Residential) to better conform with the existing land use and character of the surrounding neighborhood.

PHYSICAL CHARACTERISTICS OF PROPERTIES:

Residences in this zoning district vary in era from 1900 to 1960. The single-family homes in this district are of similar size, age, and design. There is one commercially zoned property in this zoning district at 9408 E. Winner Road. Records indicate this structure was built in 1900.

CHARACTERISTICS OF THE AREA:

This zoning district encompasses much of a city block northwest of the intersection of Glenwood Avenue and 9th Street. The surrounding homes in this area are of similar size, age, and design.

Consistency with *Independence for All*, Strategic Plan:

This proposal conforms with Independence for All, Strategic Plan's objective, "Stabilize and revitalize neighborhoods." Rezoning these properties will ensure they remain residential in use.

Comprehensive Plan Guiding Land Use Principles for the Current Designation:

Imagine Independence Comprehensive Plan 2040 envisions the area to be designated for Residential Established Neighborhoods. The Tools and Policies to promote community identity state the need to, "Support the preservation and protection of ...properties."

Construction of this neighborhood predominantly took place in the first half of the twentieth century. Rezoning these properties retains the character the neighborhood by aligning their land use with their current use. This rezoning supports the preservation and protection of this neighborhood.

Sub-Area Plans:

These properties are not located within any sub-area plan.

Zoning:

The proposed R-6 (Single-Family Residential) zoning classification allows for single-family dwellings and various other uses (schools, churches, government facilities, cemeteries, home-based daycare, agriculture and others with conditions). Currently, most of the properties are zoned R-30/PUD (High Density Residential/Planned Unit Development), a zoning classification that allows for two-family and multiple-family dwellings and various other uses (schools, churches, government facilities, cemeteries, home-based daycare, agriculture and others with conditions). The O-1 zoning permits apartments, nursing homes, churches, schools, offices, restaurants, banks, medical services and hair salons.

Historic and Archeological Sites:

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

Public Utilities:

All utilities are already in place.

Floodplain/Stream Buffer:

There are no federal flood plains or city designated stream buffers in the area of the rezoning.

CIP Investments:

There are no CIP Investments planned for this area at this time.

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

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

The Comprehensive Plan envisions Residential Established Neighborhood for the area. Staff feels single-family residential zoning is appropriate given the development of this area throughout the first half of the twentieth century.

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

The properties are not within a sub-area plan area.

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

There are nearby R-12 zoned, single-family homes to the west, south and east and a C-2 zoned properties to the north.

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

The proposed R-6 zoning is compatible with the area's existing housing stock.

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

The O-1 and R-30/PUD zoning is not compatible with existing homes and uses in the area.

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

This is not applicable.

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

The rezoning should have no detrimental effect on area properties.

8. The gain, if any, to the public health, safety, and welfare due to denial of the application, as compared to the hardship imposed upon the landowner, if any, as a result of denial of the application.

*If rezoning is denied, the property owners and buyers may have trouble obtaining mortgages and making improvements. In addition, rezoning this area will reduce nonconformity, in accordance with City Code **Article 8, Chapter 14**.*

Draft Planning Commission meeting minutes are attached to this item.

Emergency Justification:

Fiscal Impact:

Council Action:

Department / Contact	Community Development /
---------------------------------	-------------------------

REVIEWERS

Tom Scannell
Jeremy Cover
Zachary Walker
Susanne Holland

ATTACHMENTS:

1. Draft Ordinance 25-100-04
2. Evanston Park Staff Report 25-100-04
3. Cover Letter
4. Planning & Zoning Application
5. Notification Letters External
6. Notification Letters Internal
7. Notification Addresses External
8. Notification Addresses Internal
9. Exhibit Notification Area Map
10. Notification Affidavit - External
11. Notification Affidavit - Internal
12. Exhibit Comprehensive Plan Map
13. Exhibit Zoning Map

14. Planning Commission Meeting Minutes 01-14-25

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE APPROVING A REZONING FROM DISTRICT O-1 (OFFICE-RESIDENTIAL) AND DISTRICT R-30/PUD (HIGH DENSITY RESIDENTIAL/PLANNED UNIT DEVELOPMENT) TO DISTRICT R-6 (SINGLE-FAMILY RESIDENTIAL) FOR THE PROPERTIES ALONG WINNER ROAD, BROOKSIDE BOULEVARD, GLENWOOD AVENUE AND 9TH STREET S IN INDEPENDENCE, MISSOURI.

WHEREAS, A request by the City of Independence to rezone the properties at 9408 E. Winner Road from District O-1 (Office-Residential) to District R-6 (Single-Family Residential) and the properties located at 715 & 717 S. Brookside Boulevard, 812, 818 & 820 S. Glenwood Avenue, 9306 & 9310 E. 9th Street S., and 9400, 9402, 9404 & 9406 E. Winner Road from District R-30/PUD (High Density Residential/Planned Unit Development) to District R-6 (Single-Family Residential) was referred to the Planning Commission as required by the Unified Development Ordinance; and,

WHEREAS, the Unified Development Ordinance provides for the approval of a rezoning following public hearings by the Planning Commission and City Council; and,

WHEREAS, after due public notice in the manner prescribed by law, the Planning Commission held a public hearing for the consideration of the request on January 14, 2025, and rendered a report to the City Council recommending that 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 and rendered a decision to approve the rezoning of the said property; and,

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

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

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

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

EVANSTON PARK; N 50' OF LOT 20 BLK 4
EVANSTON PARK; LOT 20 BLK 4 (EX N 50')
EVANSTON PARK; PT LOT 7 BLK 4 LY W OF WINNER RD

EVANSTON PARK; LOT 8 BLK 4 (EX RY)
EVANSTON PARK; N 1/2 OF LOT 9 BLK 4
EVANSTON PARK; LOT 9 BLK 4 (EX N 1/2 AND EX ROW)
EVANSTON PARK; LOT 11 BLK 4
EVANSTON PARK; E 160' OF LOT 12
EVANSTON PARK---LOT 12 BLK 4 (EX E 160')
EVANSTON PARK; E 134' LOT 13 BLK 4
EVANSTON PARK---W 59' OF E 193' LOT 13 BLK 4
EVANSTON PARK E 50' OF W 100' LOT 13 BLK 4

SECTION 2. That the following legally described property is hereby rezoned from District O-1 (Office-Residential) to District R-6 (Single-Family Residential) and shall be subject to the regulations of said district:

EVANSTON PARK; LOT 10 BLK 4

SECTION 3. Nonseverability. All provisions of this ordinance are so essentially, and inseparable connected with, and so dependent upon, each other that no such provision would be enacted without all others. If a court of competent jurisdiction enters a final judgement on the merits that is not subject to appeal and that declares any provision or part of this ordinance void, unconstitutional, or unenforceable, then this ordinance, in its collective entirety, is invalid and shall have no legal effect as of the date of such judgement.

SECTION 4. Scrivener's Errors. Typographical errors and other matters of a similar nature that do not affect the intent of this ordinance, as determined by the City Clerk and City Counselor, may be corrected with the endorsement of the City Manager without the need to come before City Council.

SECTION 5. That failure to comply with all the provisions contained in this ordinance shall constitute violations of both this ordinance and Chapter 14, the Unified Development Ordinance, of the Code of the City of Independence, Missouri.

PASSED THIS _____ DAY OF _____, 2025, BY THE CITY COUNCIL
OF THE CITY OF INDEPENDENCE, MISSOURI.

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

ATTEST:

City Clerk

APPROVED AS TO FORM AND LEGALITY:

City Counselor

REVIEWED BY:

City Manager

MEETING DATE: January 14, 2025

STAFF: Brian L. Harker, Senior Planner

PROJECT NAME: Evanston Park Rezoning

CASE NUMBER/REQUEST: **Case 25-100-04 – Rezoning – Evanston Park** – A request by the City of Independence to rezone the property located at 9408 E. Winner Road from O-1 (Office-Residential) to R-6 (Single-Family Residential) and the properties located at 715 & 717 S. Brookside, 812, 818 & 820 S. Glenwood, 9306 & 9310 E. 9th Street S., and 9400, 9402, 9404 & 9406 E. Winner Road from R-30/PUD (High Density Residential/Planned Unit Development) to R-6 (Single-Family Residential).

APPLICANT: City of Independence

PROPERTY LOCATIONS: 715 & 717 S. Brookside, 812, 818 & 820 S. Glenwood, 9306 & 9310 E. 9th Street S, and 9400, 9402, 9404, 9406 & 9408 E. Winner Road.

SURROUNDING ZONING/LAND USE:

North: C-2 (General Commercial)...undeveloped, wooded property
South: R-12 (Two-Family Residential)...single-family residences
East: C-1 (Neighborhood Commercial) and R-12 (Two-family Residential)...undeveloped land and single-family residences
West: R-12 (Two-Family Residential)...single-family residences and cementary

PUBLIC NOTICE:

- Letters to property owners – December 19, 2024
- Public Notice published in the Independence Examiner – December 28, 2024
- Signs posted on property – December 27, 2024

FURTHER ACTION:

Following action by the Planning Commission, this rezoning request is scheduled for first reading by the City Council on February 17, 2025 and the public hearing/second reading on March 3, 2025.

RECOMMENDATION

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

PROJECT DESCRIPTION & BACKGROUND INFORMATION

PROJECT DESCRIPTION: A City rezoning for these properties from O-1 (Office Residential) and R-30/PUD (High Density Residential/Planned Unit Development) to R-6 (Single-Family Residential).

Current Zonings: O-1 (Office-Residential) &
R-30/PUD (High Density
Residential/PUD)

Proposed Zoning: R-6 (Single-Family
Residential)

Current/Continued Use: Single-Family Residential

Zoning History:

The properties included in this application for a rezoning were platted in 1925 as Lots 9 through 13 and Lot 20, Evanston Park. This area was annexed by Independence in 1961. Prior to the annexation of the subdivision, much of this area would have already been developed with single-family houses.

At the time Independence adopted its Zoning District Map (Ordinance No. 1132) in 1965, most of the properties were designated R-4 (High Density Residential), the Brookside Avenue properties were zoned R-2 (Two-Family Residential), and 9408 E. Winner Road was zoned C-0 (Non-Retail Commercial). In 1980, when Independence updated its Zoning District Map (Ordinance No. 6078), the R-2 and R-4 properties were designated R-4 and the C-0 property, CR-1 (Limited Commercial and Residential). The City adopted its Unified Development Ordinance (Ordinance No. 17339) in 2009, and these properties were labeled zoning classifications of R-30/PUD (High Density Residential/Planned Unit Development) and O-1 (Office-Residential).

Proposal:

The City seeks to rezone the properties part of this application to R-6 (Single-Family Residential) to better conform with the existing land use and character of the surrounding neighborhood.

Physical Characteristics of Properties:

Residences in this zoning district vary in era from 1900 to 1960. The single-family homes in this district are of similar size, age, and design. There is one commercially zoned property in this zoning district at 9408 E. Winner Road. Records indicate this structure was built in 1900.

Characteristics of the Area:

This zoning district encompasses much of a city block northwest of the intersection of Glenwood Avenue and 9th Street. The surrounding homes in this area are of similar size, age, and design.

ANALYSIS

Consistency with *Independence for All*, Strategic Plan:

This proposal conforms with Independence for All, Strategic Plan's objective, "Stabilize and revitalize neighborhoods." Rezoning these properties will ensure they remain residential in use.

Comprehensive Plan Tools and Policies for the Current Designation:

Imagine Independence Comprehensive Plan 2040 envisions the area to be designated for Residential Established Neighborhoods. The Tools and Policies to promote community identity state the need to, "Support the preservation and protection of ...properties."

Construction of this neighborhood predominantly took place in the first half of the twentieth century. Rezoning these properties retains the character the neighborhood by aligning their land use with their current use. This rezoning supports the preservation and protection of this neighborhood.

Sub-Area Plans:

These properties are not located within any sub-area plan.

Zoning:

The proposed R-6 (Single-Family Residential) zoning classification allows for single-family dwellings and various other uses (schools, churches, government facilities, cemeteries, home-based daycare, agriculture and others with conditions). Currently, most of the properties are zoned R-30/PUD (High Density Residential/Planned Unit Development), a zoning classification that allows for two-family and multiple-family dwellings and various other uses (schools, churches, government facilities, cemeteries, home-based daycare, agriculture and others with conditions). The O-1 zoning permits apartments, nursing homes, churches, schools, offices, restaurants, banks, medical services and hair salons.

Historic and Archeological Sites:

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

Public Utilities:

All utilities are already in place.

Floodplain/Stream Buffer:

There are no federal flood plains or city designated stream buffers in the area of the rezoning.

CIP Investments:

There are no CIP Investments planned for this area at this time.

REVIEW CRITERIA

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

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

The Comprehensive Plan envisions Residential Established Neighborhood for the area. Staff feels single-family residential zoning is appropriate given the development of this area throughout the first half of the twentieth century.

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

The properties are not within a sub-area plan area.

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

There are nearby R-12 zoned, single-family homes to the west, south and east and a C-2 zoned properties to the north.

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

The proposed R-6 zoning is compatible with the area's existing housing stock.

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

The O-1 and R-30/PUD zoning is not compatible with existing homes and uses in the area.

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

This is not applicable.

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

The rezoning should have no detrimental effect on area properties.

8. The gain, if any, to the public health, safety, and welfare due to denial of the application, as compared to the hardship imposed upon the landowner, if any, as a result of denial of the application.

*If rezoning is denied, the property owners and buyers may have trouble obtaining mortgages and making improvements. In addition, rezoning this area will reduce nonconformity, in accordance with City Code **Article 8, Chapter 14**.*

EXHIBITS

1. Cover Letter
2. Application
3. Notification Letters External
4. Notification Letters Internal
5. Address Lists External
6. Address List Internal
7. Notification Area Map
8. Affidavit External
9. Affidavit Internal
10. Comprehensive Plan map
11. Zoning map



November 27, 2024

Case #25-100-04 - City Initiated Rezoning – Evanston Park Subdivision

The City of Independence received an application for a rezoning of a property located at 9300 E 9th St S. At that time, due to time constraints, City staff did not propose to rezone the rest of the R-30/PUD zoning district.

Staff propose to rezone this zoning district, in order to match the current land use with the zoning classification. Rezoning these properties will assist homeowners in this neighborhood. Rezoning will alleviate burdens to homeowners in buying/selling their property and pulling proper building permits.

Thank you for your consideration.

Sincerely,

Gabriel C Glaser
Planner
City of Independence
(816)325-7421
GGlaser@indepmo.org

Application Type (check all that apply)

Land Use	Land Subdivision	Site Development	Use Permit	Other
☒ Rezoning ☐ PUD Rezoning	☐ Preliminary Plat ☐ Final Plat ☐ Minor Subdivision	☐ Final Site Plan ☐ Preliminary Dev Plan ☐ Final Dev Plan (PUD)	☐ Special Use ☐ Homebased Business	☐ Admin. Adjustment ☐ Variance ☐ Street Name Change ☐ Special Sign Permit

Project Information and Location

Evanston Park Rezoning

Project Name

Project Address/Location

	~5.80	13	Yes
Sq. Ft. of Building	Acreage	Number of Lots/Tracts	Stream Buffer (Yes or No)
R-30 and O-1	R-6	Single Family	Single Family
Existing Zoning	Proposed Zoning	Existing Land Use	Proposed Land Use

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

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

Contact Information

Applicant

City of Independence

Name	Company
111 E Maple Ave, Independence, Mo 64050	
Address	
(816)325-7421	CDPlanning@indepmo.org
Phone	Email

Architect/Engineer/Surveyor/Other: _____

Name	Company
Address	
Phone	Email

Owner

Name	Company
Address	
Phone	Email

Architect/Engineer/Surveyor/Other: _____

Name	Company
Address	
Phone	Email

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

11/27/2024

Applicant's Signature

Date

Owner's Signature

Date



December 18, 2024

Dear Property Owner:

The City of Independence is proposing to change the zoning classification of several properties located along S. Brookside Avenue, S. Glenwood Avenue, E. Winner Road and E. 9th Street S. from R-30/PUD (High Density Residential/Planned Unit Development) and O-1 (Office-Residential) to R-6 (Single-Family Residential).

You are receiving this notification because your property has been identified as being within 185 feet of the subject properties for rezoning.

The zoning of the properties listed below is sought to be changed from R-30/PUD (High Density Residential/Planned Unit Development) and O-1 (Office-Residential) to R-6 (Single-Family Residential) to better match the use/zoning of surrounding properties. A map illustrating the lots to be proposed to be rezoned is on the reverse side of this letter.

The properties subject to the rezoning include:

- **715 and 717 S. Brookside Avenue; 9400, 9402, 9404 and 9406 E. Winner Road; 812** (Parcels 27-210-06-36-00-0-00-000 & 27-210-06-49-01-0-00-000), **818 and 820 S. Glenwood Avenue; and 9306 and 9310 E. 9th Street S.** from R-30/PUD (High Density Residential/Planned Unit Development) to R-6 (Single-Family Residential).
- **9408 E. Winner Road** from O-1 (Office-Residential) to R-6 (Single-Family Residential).

The lots on the map are presently zoned R-30/PUD (High Density Residential /Planned Unit Development) or O-1 (Office-Residential) and have been for many years. Those The City is proposing to change the zoning of the lots to **R-6 (Single-Family Residential)**, a zoning classification that would allow one (1) single-family home per lot.

A formal public hearing on this rezoning will be held on **January 14, 2025** by the Independence Planning Commission at 6:00 p.m. The meeting will also be streamed on City 7 and YouTube. The City Council is scheduled to consider action on this request at its 6:00 p.m. meeting on March 3, 2025.

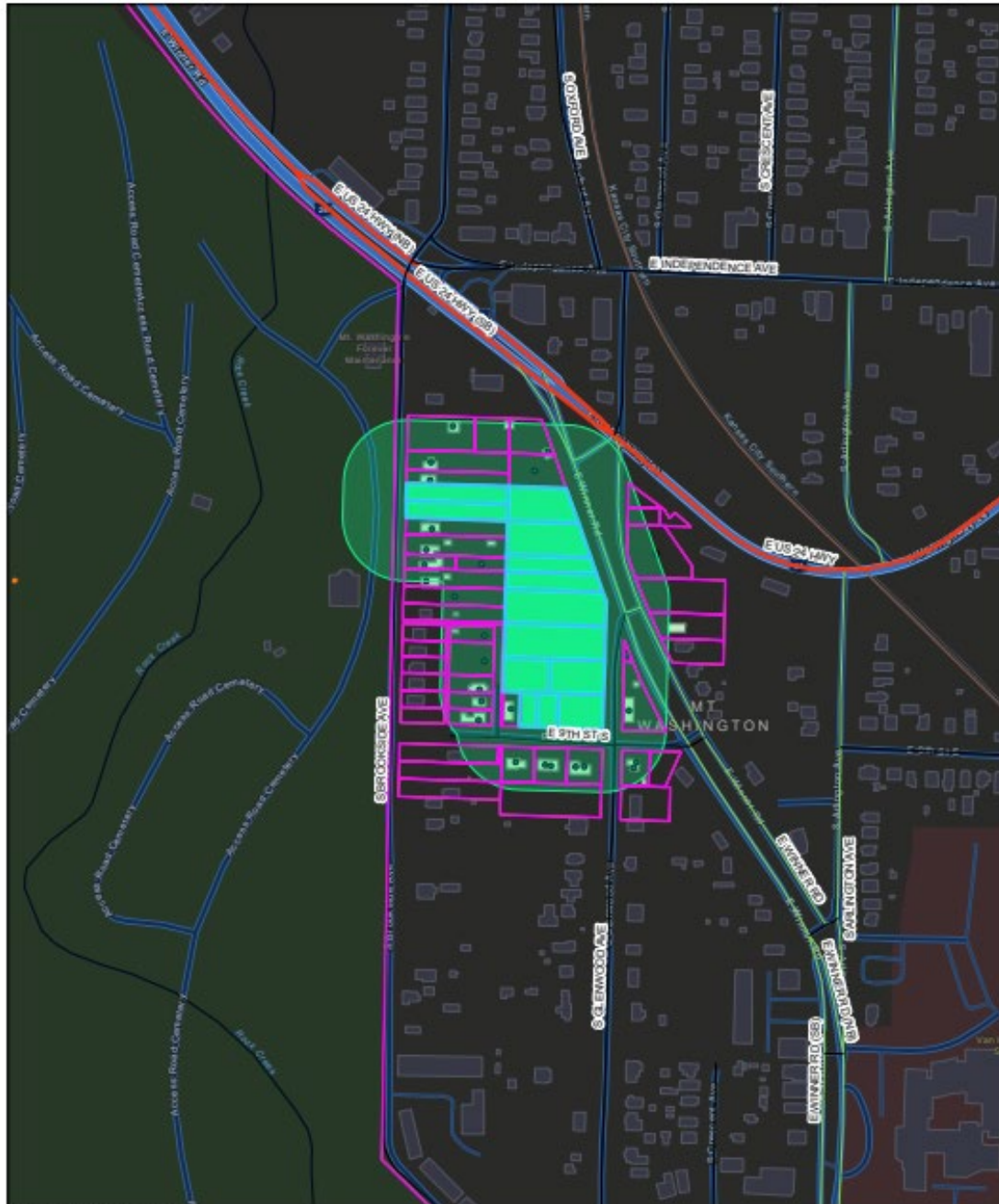
Property owners surrounding/adjacent to the area to be rezoned have a right to legally protest the application. Forms are available in the Community Development Department at City Hall.

If you have any questions regarding this matter, please feel free to contact me at (816) 325-7823 prior to the meetings and I can provide assistance and information you may need to have a full understanding of this request before the meetings.

Sincerely,

Brian L. Harker
Senior Planner

185ft Notification Area





December 18, 2024

Dear Property Owner:

The City of Independence is proposing to change the zoning classification of several properties located along S. Brookside Avenue, S. Glenwood Avenue, E. Winner Road and E. 9th Street S. from R-30/PUD (High Density Residential/Planned Unit Development) and O-1 (Office-Residential) to R-6 (Single-Family Residential).

The zoning of the properties listed below is sought to be changed from R-30/PUD (High Density Residential/Planned Unit Development) and O-1 (Office-Residential) to R-6 (Single-Family Residential) to better match the use/zoning of surrounding properties. A map illustrating the lots to be proposed to be rezoned is on the reverse side of this letter.

The properties subject to the rezoning include:

- **715 and 717 S. Brookside Avenue; 9400, 9402, 9404 and 9406 E. Winner Road; 812 (Parcels 27-210-06-36-00-0-00-000 & 27-210-06-49-01-0-00-000), 818 and 820 S. Glenwood Avenue; and 9306 and 9310 E. 9th Street S.** from R-30/PUD (High Density Residential/Planned Unit Development) to R-6 (Single-Family Residential).
- **9408 E. Winner Road** from O-1 (Office-Residential) to R-6 (Single-Family Residential).

The lots on the map are presently zoned R-30/PUD (High Density Residential /Planned Unit Development) or O-1 (Office-Residential) and have been for many years. The City is proposing to change the zoning of the lots to **R-6 (Single-Family Residential)**, a zoning classification that would allow one (1) single-family home per lot.

A formal public hearing on this rezoning will be held on **January 14, 2025** by the Independence Planning Commission at 6:00 p.m. The meeting will also be streamed on City 7 and YouTube. The City Council is scheduled to consider action on this request at its 6:00 p.m. meeting on March 3, 2025.

Property owners included in this rezoning have a right to legally protest the application. Forms are available in the Community Development Department at City Hall.

If you have any questions regarding this matter, please feel free to contact me at (816) 325-7823 prior to the meetings and I can provide assistance and information you may need to have a full understanding of this request before the meetings.

Sincerely,

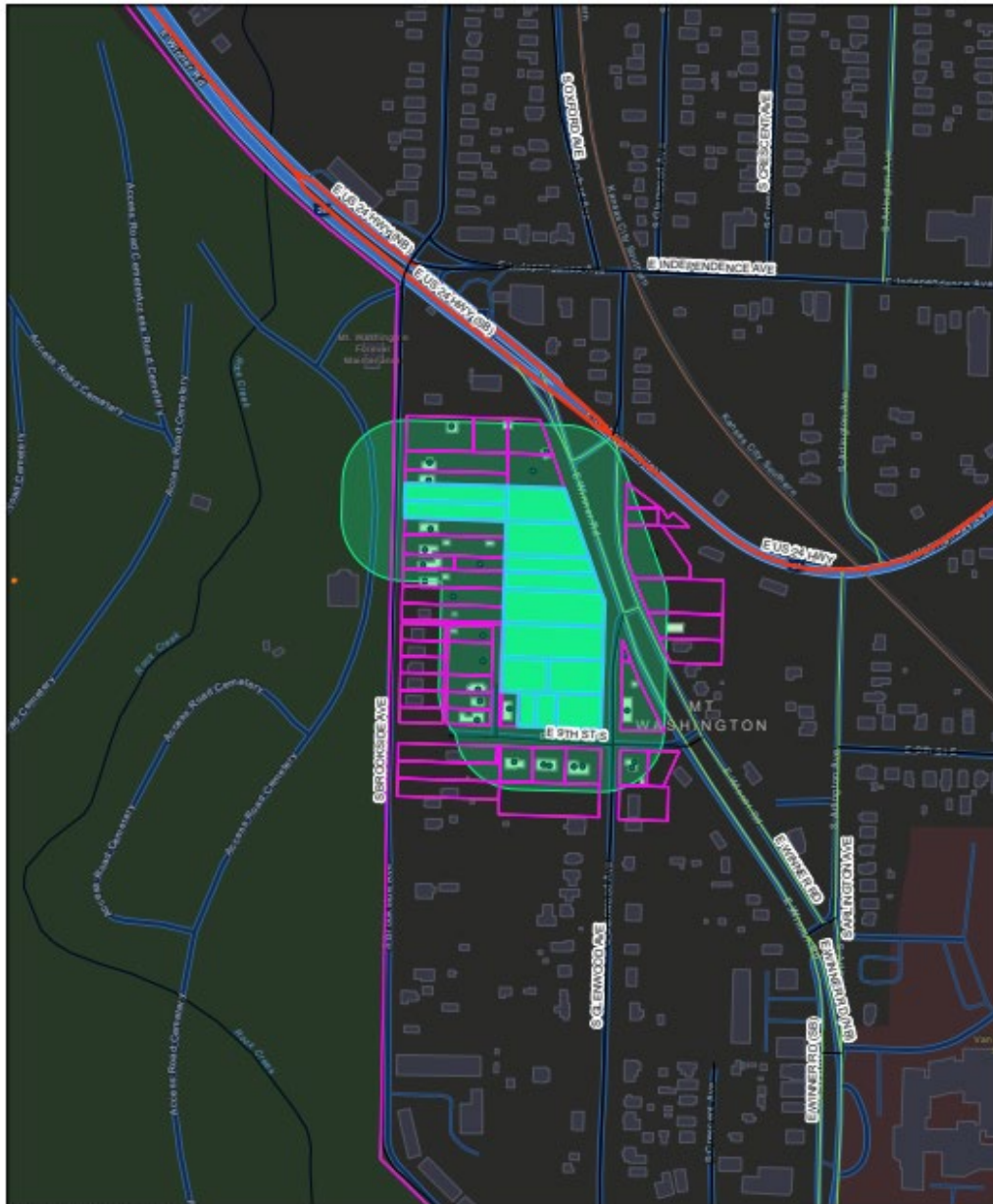
Brian L. Harker
Senior Planner



INDEPENDENCE

★ COMMUNITY DEVELOPMENT ★

185ft Notification Area



12/17/2024, 6:07:34 PM

Streets — Local — Address
Collector Railroads — Building Footprint
Highway — Rule_1 — Parcels

1:4,145
0 0.04 0.07 0.14 mi
0 0.05 0.1 0.2 km

Esri Community Maps Contributors, City of Independence MO, Missouri Dept. of Conservation, Missouri DNR, © OpenStreetMap contributors, Esri, TomTom, Garmin, SafeGraph, GeoTechnologies, Inc., METI/NASA, USGS, EPA, NPS, US Census Bureau, USDA, USFWS

City of Independence Missouri (2024)

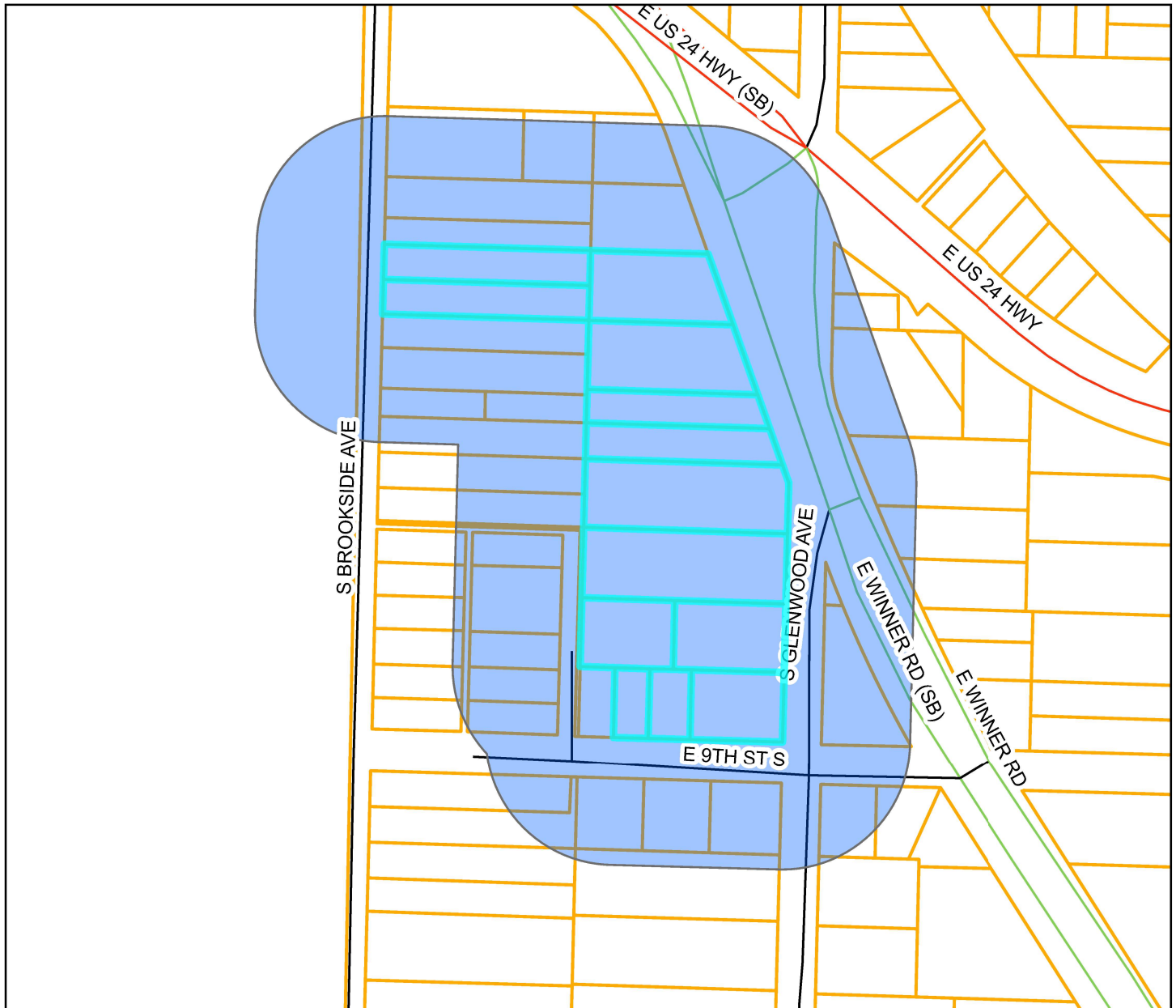
Property Address	Property Owner	Owner Address	City	State	ZIP Code
9345 E WINNER RD	EVANS MARILYN A	10605 LEXINGTON AVE	SUGAR CREEK	MO	64054
731 S BROOKSIDE AVE	WHITTLE ROMIE & SARA	30039 SKYVIEW DR	EDWARDS	MO	65326
9300 E 9TH ST S	MILLER VICKI	9300 E 9TH ST S	INDEPENDENCE	MO	64053
723 S BROOKSIDE AVE	GREGORY BRITTANY D	723 S BROOKSIDE AVE	INDEPENDENCE	MO	64053
721 S BROOKSIDE AVE	RZ3Z MO PROPERTIES LLC	117 S LEXINGTON ST STE 1	HARRISONVILLE	MO	64701
719 S BROOKSIDE AVE	GMF INVESTMENTS LLC	800 NW 39TH ST	BLUE SPRINGS	MO	64015
801 S OXFORD AVE	CITY OF INDEPENDENCE	111 E MAPLE AVE	INDEPENDENCE	MO	64050
713 S BROOKSIDE AVE	OTTS AIMEE M	14620 S OUTERBELT EXT	LONE JACK	MO	64070
729 S BROOKSIDE AVE	LAND TRUST OF JACKSON COUNTY MISSOURI	4035 CENTRAL ST	KANSAS CITY	MO	64111-2207
725 S BROOKSIDE AVE	TEAM PROPERTY & INVESTMENT LLC	22922 OXNARD ST	WOODLAND HILLS	CA	91367
800 S OXFORD AVE	EDITH J SISK TRUST 11/05/1993	28611 E 24 HWY	BUCKNER	MO	64016
830 S OXFORD AVE	HUGHES FRED JEWELL	805 S BROOKSIDE	INDEPENDENCE	MO	64053
836 S OXFORD AVE	WILKIN AUSTIN KYLE THOMAS	836 S OXFORD AVE	INDEPENDENCE	MO	64053
840 S OXFORD AVE	MALDONADO EDGAR E	840 S OXFORD AVE	INDEPENDENCE	MO	64053
614 S BROOKSIDE AVE	WINNER ROAD PROPERTIES LLC	2345 GRAND BLVD STE 220	KANSAS CITY	MO	64108
711 S BROOKSIDE AVE	REYES RAMON GUSMAN & AMBRIZ ROSA GONZALEZ	711 S BROOKSIDE AVE	INDEPENDENCE	MO	64053
9400 E 9TH ST S	TAYLOR DANIELLA G	9400 E 9TH ST S	INDEPENDENCE	MO	64053
9414 E WINNER RD	JR NIBARGER LUTHER L	9411 E WINNER RD	INDEPENDENCE	MO	64053
9309 E 9TH ST S	PEDERSEN KENT I & CHARI A	9309 E 9TH	INDEPENDENCE	MO	64053
9311 E 9TH ST S	KORUS DAN & DIANE	303 SPRUCE ST	YANKTON	SD	57078
9315 E 9TH ST S	HUFF MICHAEL J	16501 E GEORGE FRANKLY	INDEPENDENCE	MO	64055
842 S OXFORD AVE	ELLIS ASHLEY N	11071 E WESTPORT RD	INDEPENDENCE	MO	64052
905 S BROOKSIDE AVE	BRADY CHRISTOPHER M	907 S BROOKSIDE	INDEPENDENCE	MO	64053
901 S GLENWOOD AVE	LYONS ROSE	901 S GLENWOOD AVE	INDEPENDENCE	MO	64053

9305 E 9TH ST S	IRA CLUB FBO DANIEL FRASER IRA 1001592	67 E MADISON ST # 1510	CHICAGO	IL	60603
617 S BROOKSIDE AVE	FRANKLIN LELAND B	617 S BROOKSIDE AVE	INDEPENDENCE	MO	64053
NO ADDRESS ASSIGNED BY CITY	EVANS MARILYN A	10605 LEXINGTON AVE	SUGAR CREEK	MO	64054
9341 E WINNER RD	EVANS MARILYN A	10605 LEXINGTON	SUGAR CREEK	MO	64054
721 S GLENWOOD AVE	LAND TRUST OF JACKSON COUNTY MISSOURI	4035 CENTRAL ST	KANSAS CITY	MO	64111-2207
9401 E WINNER RD	PINK HILL PROPERTIES LLC	PO BOX 2941	GRAIN VALLEY	MO	64029
723 S BROOKSIDE AVE	GREGORY BRITTANY D	723 S BROOKSIDE AVE	INDEPENDENCE	MO	64053
9409 E WINNER RD	PINK HILL PROPERTIES LLC	PO BOX 2941	GRAIN VALLEY	MO	64029
709 S GLENWOOD AVE	LAND TRUST OF JACKSON COUNTY MISSOURI	4035 CENTRAL ST	KANSAS CITY	MO	64111-2207
9405 E 9TH ST S	STEWART JAMES A & KIMBERLY A	9500 E WINNER RD	INDEPENDENCE	MO	64053
9401 E US 24 HWY E	CUELLAR INVESTMENT LLC	2306 ENGLEWOOD CT	INDEPENDENCE	MO	64052
916 S GLENWOOD AVE	ALLISON LESLIE A	918 S GLENWOOD AVENUE	INDEPENDENCE	MO	64053
9411 E WINNER RD	NIBARGER LUTHER L JR	9411 E WINNER RD	INDEPENDENCE	MO	64053
801 S BROOKSIDE AVE	RINCON FRANCISO	529 SPRUCE AVE	KANSAS CITY	MO	64124
803 S BROOKSIDE AVE	CHILDRESS DAVID M & HIXON SANDRA L	803 S BROOKSIDE AVE	INDEPENDENCE	MO	64053
805 S BROOKSIDE AVE	HUGHES FRED JEWELL	805 S BROOKSIDE	INDEPENDENCE	MO	64053
807 S BROOKSIDE AVE	MCCAFFERY BRIAN	5132 SKY LAKE DR	PLANO	TX	75093
809 S BROOKSIDE AVE	809 S BROOKSIDE LLC	8107 LEAH CT	WILLIAMSVILLE	NY	14221
907 S BROOKSIDE AVE	BRADY CHRISTOPHER M	907 S BROOKSIDE	INDEPENDENCE	MO	64053
913 S GLENWOOD AVE	ACUNA JESUS E	915 S GLENWOOD AVE	INDEPENDENCE	MO	64053
811 S BROOKSIDE AVE	MEASURE TWICE HOME INVESTMENTS LLC	1130 E ELLSWORTH AVE	DENVER	CO	80209

Property Address	Property Owner	Owner Address	City	State	ZIP Code
715 S BROOKSIDE AVE	HENSLEY DARIN G	715 S BROOKSIDE	INDEPENDENCE	MO	64052
717 S BROOKSIDE AVE	HENSLEY DARIN G	715 S BROOKSIDE	INDEPENDENCE	MO	64052
818 S GLENWOOD AVE	RODRIGUEZ FAMILY PAINTING & RENOVATION PLUS HANDYWORK LLC	800 BREWSTER LN	INDEPENDENCE	MO	64050
9402 E WINNER RD	HENDRIX JULIE	9406 E WINNER RD	INDEPENDENCE	MO	64053
820 S GLENWOOD AVE	GARNETT JEREMIAH L & MARION	820 S GLENWOOD AVE	INDEPENDENCE	MO	64053
9408 E WINNER RD	SATTLER JENNIFER NICOLE	9408 E WINNER RD	INDEPENDENCE	MO	64053
9404 E WINNER RD	FIRST EQUITY CORPORATION INC	P.O BOX 4124	INDEPENDENCE	MO	64051
9400 E WINNER RD	HENDRIX JULIE	9406 E WINNER RD	INDEPENDENCE	MO	64053
9306 E 9TH ST S	CONLEY LASHAUNDRA D	9306 E 9TH ST S	INDEPENDENCE	MO	64053
9406 E WINNER RD	HENDRIX RICHARD	9406 E WINNER RD	INDEPENDENCE	MO	64053
NO ADDRESS ASSIGNED BY CITY	HARVES MARY	812 S GLENWOOD	INDEPENDENCE	MO	64053
9310 E 9TH ST S	9310 E 9TH ST S LLC	6915 N CLASSEN BLVD	OKLAHOMA CITY	OK	73116
812 S GLENWOOD AVE	HARVES ERIC NEAL	812 S GLENWOOD	INDEPENDENCE	MO	64053

Notification Area

Permit #25-100-04



Legend

 185ft Notification Area

 Parcels

Streets

 Collector

 Highway

 Local

 City Limits

0 0.04 0.08 0.16 Miles

Prepared by: Gabe Glaser

Community Development Department

Date Saved: 1/2/2025 4:26 PM

Property Owner Notification Affidavit

STATE OF MISSOURI

COUNTY OF JACKSON

Case No. 25-100-04 (External)

I, Je'Nai Moulon, 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 19 day of December, 2024.

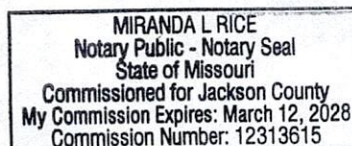


Signature of Agent, Owner or Attorney

Subscribed and sworn to before me this 19 day of December, 2024.

Miranda L Rice
Notary Public

3-12-28
Commission Expiration Date



Property Owner Notification Affidavit

STATE OF MISSOURI

COUNTY OF JACKSON

Case No. 25-100-04 (Internal)

I, Je'Nai Moulon, 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 19 day of December, 2024.



Signature of Agent, Owner or Attorney

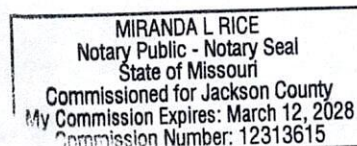
Subscribed and sworn to before me this 19 day of December, 2024.

Miranda L Rice

Notary Public

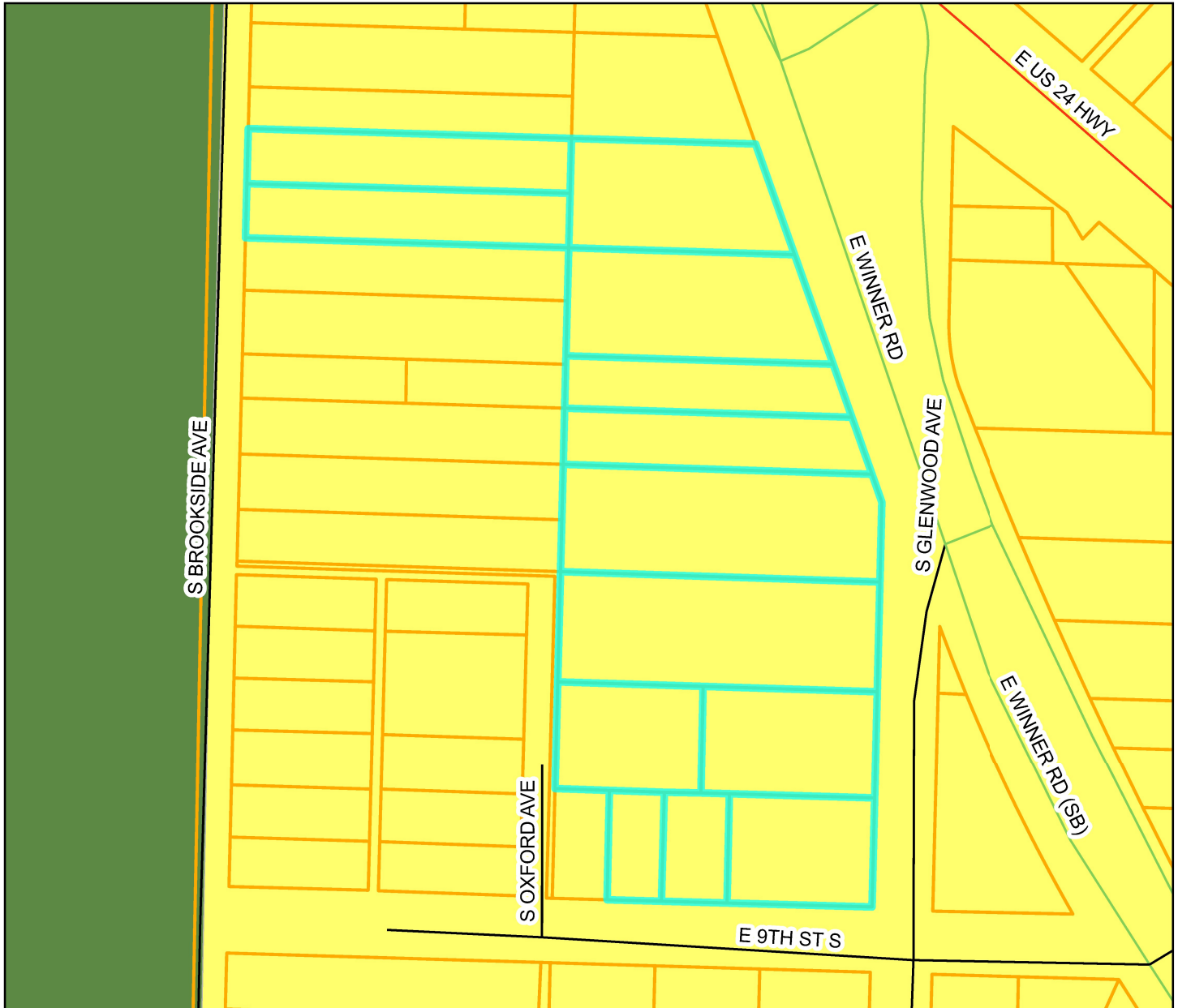
3-12-28

Commission Expiration Date



Comprehensive Plan Map

Permit #25-100-04



Legend

Parcels

 Parcels

Streets

 Collector

 Highway

 Local

City Limits

 City Limits

Proposed Land Use (Comp Plan)

 Residential
Neighborhoods

 Parks

0 0.03 0.05 0.1 Miles

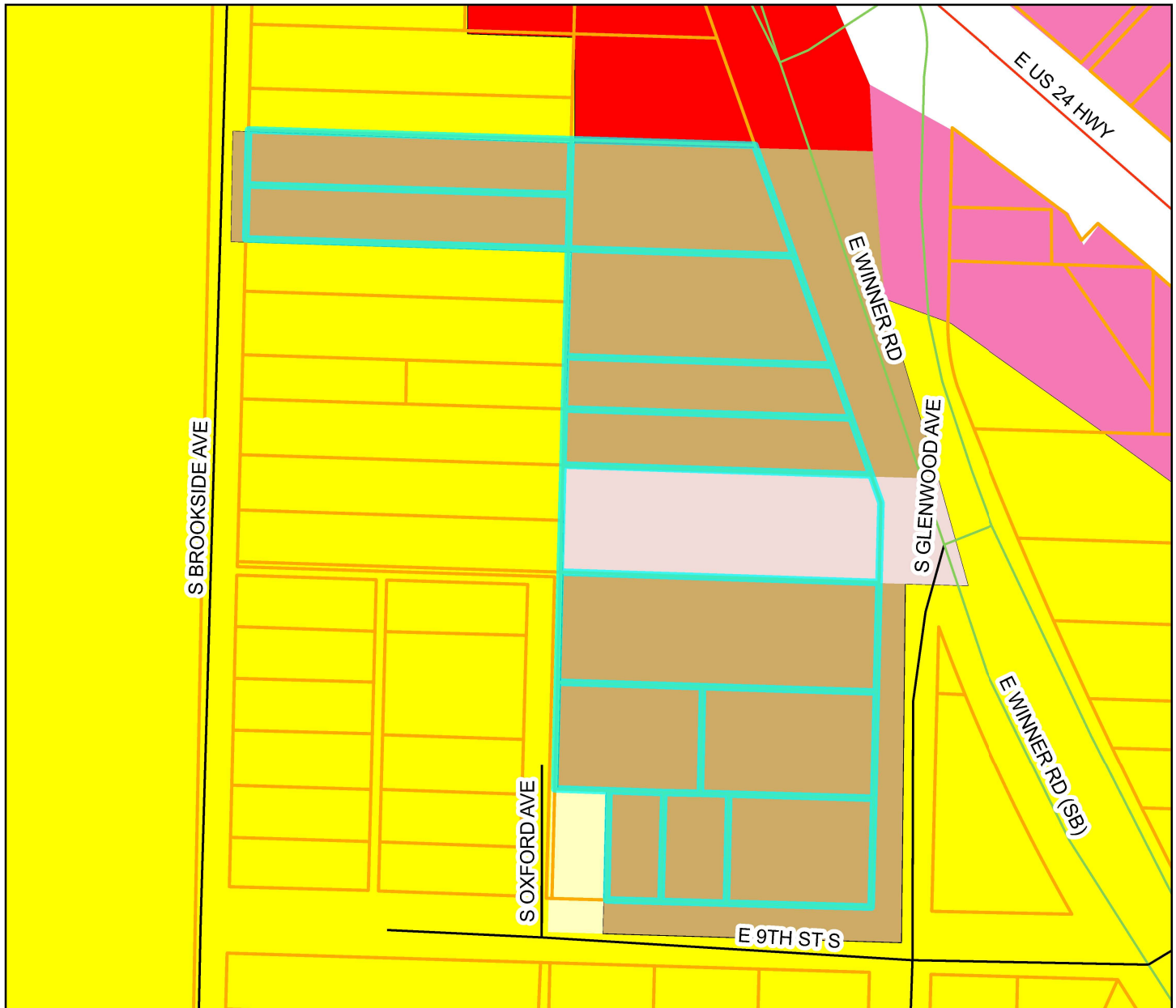
Prepared by: Gabe Glaser

Community Development Department

Date Saved: 1/2/2025 4:37 PM

Zoning Map

Permit #25-100-04



Legend

Parcels

Parcels

Streets

Collector

Highway

Local

City Limits

City Limits

Zoning District

C-1

C-2

O-1

R-12

R-30/PUD

R-6

0 0.03 0.05 0.1 Miles

Prepared by: Gabe Glaser

Community Development Department

Date Saved: 1/2/2025 4:37 PM



Planning Commission Minutes

January 14, 2025 6:00 PM

City Hall, 111 E. Maple Avenue (Ground Floor), Council Chambers

CALL TO ORDER

A meeting of the Planning Commission was held at 6:00 PM on 1/14/2025, in the 111 E Maple Avenue, Independence, MO 64050. The meeting was called to order.

ROLL CALL

Upon roll call, the following members were present - Laurie Dean Wiley, Eric Ashbaugh, Edward Nesbitt, Dan O'Neill, Virginia Ferguson, Jose Torres, Michael Young. Absent - .

CONSENT AGENDA

The Consent Agenda consists of routine items of business to be acted upon by the Planning Commission with little or no public discussion. The staff or committee recommendation for each item is included in the Planning Commission packet. Any item may be removed by a commissioner or staff member to become part of the regular agenda.

1. Planning Commission Minutes – November 19, 2024

Motion

Commissioner Edward Nesbitt made a motion to approve the Consent Agenda. Commissioner Michael Young seconded the motion. The motion was approved Yes 7, No 0, Abstained 0.

CASE TO BE CONTINUED - THE APPLICANT REQUESTS THIS CASE BE CONTINUED TO THE JANUARY 28, 2025 MEETING.

1. **Case 25-100-03 – Rezoning – 10900 E Truman Rd** – A request by Dustin Ferrell to rezone the property from I-1 (Industrial), C-2 (General Commercial), and R-12 (Two Family Residential) to I-1 (Industrial).

Motion

Commissioner Edward Nesbitt made a motion to continue the case to January 28, 2025 meeting. Commissioner Dan O'Neill seconded the motion. The motion was approved Yes 7, No 0, Abstained 0.

PUBLIC HEARINGS

1. **Case 25-100-01 – Rezoning – 2000 N. Elsea Smith Road** – A request by Derick Krones to rezone the property from R-A (Residential-Agricultural) to R-4 (Single Family Residential Low Density).

Staff Presentation

Brian Harker presented the case. Mr. Harker presented the Commission with a vicinity map, noting the area and surrounding zoning. He presented the Commission with an aerial map indicating the project area and explained the surrounding land uses. Mr. Harker noted that Residential-Agricultural requires a 250-foot lot frontage and splitting the lot would not meet that requirement. The R-4 zoning would only require a 75-foot lot frontage and would allow their minor subdivision application to move forward.

Applicant Comments

Derick Krones, 2000 N. Elsea Smith Road, stated he would like to split his lot into two lots so a second house can be built on the newly separated lot. He's hoping his family would be able to purchase the second lot to build a home next door to his.

Public Comments

Dawn Zachgo, 1512 N. Elsea Smith Road, stated provided a history of the property. She stated R-4 zoning does not match the 2040 Comprehensive Plan. Ms. Zachgo said this would allow more urban style development and create additional traffic that the roads are not designed to handle. This rezoning would cause a domino effect, setting a precedence for other property owners to do the same. Ms. Zachgo is concerned about the impact on public health and the long-term consequences for infrastructure and the surrounding community.

Gwen Herner, 1732 N. Elsea Smith Road, stated she has been fighting with Jackson County about her agricultural property. She's concern approving this rezoning will open a can of worms. Ms. Hefner feels if the City approves this rezoning, Jackson County will continue to try to change their property to residential instead of agricultural.

Bryan Etter, 1811 N. Elsea Smith Road, stated he's concerned about the waterway being contaminated with additional septic tanks.

Debbie Ruth, 1721 N. Elsea Smith Road, stated she's owned her property for ten years and they picked this area because of the rural surrounding. She said she agrees with past speakers and is concerned this will allow Jackson County to say the area is not agricultural.

John Veldheer, 1607 N. Elsea Smith Road, said the road is very narrow and he's concerned about additional traffic.

Linda Nix, 1515 N. Elsea Smith Road, stated she was the first to build their house on that side of the street in 1989. She is concerned this change will destroy their land and she wants her property to stay zoned Residential-Agricultural.

Dennis Heimsoth, 1507 N. Elsea Smith Road, said they don't want another housing addition because as soon as this starts, it's going to create houses everywhere.

Pam Wrinkle, 915 N. Elsea Smith Road, stated she would like the property to stay zoned Residential-Agricultural.

Rita Veldheer, 1607 N. Elsea Smith Road, said she signed up for R-A zoning and wants it to remain as it is.

Mr. Krones stated he would like to only have one additional house on the property and hopes that his family can purchase it to build a home next to theirs.

Commissioner Comments

In response to Commissioner Nesbitt's question, Mr. Harker stated you can only have one house on a property. He said with R-4 they can still have chickens. Mr. Harker stated the property could not stay R-A and allow the lot split due to the minimum lot frontage.

Rick Arroyo provided additional information on the restrictions and what the R-4 zoning would allow. He explained only one additional home would be allowed on the property due to the requirement to have 75-foot lot footage and sewer requirements.

Chairwoman Wiley confirmed with Mr. Harker that this rezoning will only allow one additional residential structure to be built. Mr. Harker added that the sewer system and lot frontage will not allow more than one property to be built.

Commissioner Nesbitt stated the surrounding property owners purchased their land with an R-A zoning and would like to see it stay R-A.

Motion

Commissioner Dan O'Neill made a motion to approve the case. Commissioner Edward Nesbitt seconded the motion. The motion failed Yes 2, No 5, Abstained 0.

2. **Case 25-100-04 – Rezoning – Evanston Park Rezoning** – A City request to rezone the property located at 9408 E. Winner Road from O-1 (Office-Residential) to R-6 (Single Family Residential) and the properties located at 715 & 717 S. Brookside, 812, 818 & 820 S. Glenwood, 9306 & 9310 E. 9th Street S, and 9400, 9402, 9404 & 9406 E. Winner Road from R-30/PUD (High Density Residential/Planned Unit Development) to R-6 (Single Family Residential).

Staff Presentation

Brian Harker presented the case. Mr. Harker presented the Commission with a vicinity map, noting the area and surrounding zoning. He presented the Commission with an aerial map

indicating the project area and explained the surrounding land uses.

Public Comments

No public comments.

Motion

Commissioner Edward Nesbitt made a motion to approve the case. Commissioner Eric Ashbaugh seconded the motion. The motion was approved Yes 7, No 0, Abstained 0.

3. **Case 25-100-05 – Rezoning – Liberty Street Rezoning** – A City request to rezone the properties located at 1420, 1422, 1424 & 1426 S. Liberty Street from R-30/PUD (High Density Residential/Planned Unit Development) to R-6 (Single Family Residential).

Staff Presentation

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

Public Comments

No public comments.

Motion

Commissioner Dan O'Neill made a motion to approve the case. Commissioner Edward Nesbitt seconded the motion. The motion was approved Yes 7, No 0, Abstained 0.

OTHER BUSINESS

1. **Case 24-310-06 – Preliminary Plat – Liberty Commons** – A request by Derek Kennedy for approval of a preliminary plat.

Staff Presentation

Gabe Glaser presented the case. Mr. Glaser presented the Commission with a vicinity map, noting the area and surrounding zoning. He presented the Commission with an aerial map indicating the project area and explained the surrounding land uses. Mr. Glaser reviewed the conditions of approval.

Applicant Comments

Dan Foster, 14920 W 107th St., Lenexa, KS, stated he's representing the developer. He said they agree with the staff's report and agree to all the conditions.

Public Comments

No public comments.

Commissioner Comments

Chairwoman Wiley and Commissioner O'Neill both expressed gratitude to the applicant for creating additional housing.

Motion

Commissioner Edward Nesbitt made a motion to approve the case. Commissioner Jose Torres seconded the motion. The motion was approved Yes 7, No 0, Abstained 0.

ROUNDTABLE - NEXT MEETING JANUARY 28, 2025

Chairwoman Wiley requested permission from the Planning Commissioners to talk to staff about not mailing the packets. She noted the Commission does have access to the packet online.

Commissioner Nesbitt said he would be okay with online packets, if they'll receive the same information online.

Commissioner Ashbaugh stated he's having issues with the small maps and questioned if the online version will allow them to zoom in. Mr. Arroyo stated the largest map they could print would be 11x17.

Chairwoman Wiley noted all Commissioners received the new City Council approved Member Agreement and will need to turn it in before the next meeting.

ADJOURNMENT

The meeting was adjourned at 7:34 p.m.

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

25-010 **1R** An ordinance approving a rezoning from District R-30/PUD (High Density Residential/Planned Unit Development) to District R-6 (Single-Family Residential) for the properties along Liberty Street South of 23rd Street in Independence, Missouri. **1R Read**

Recommendations:

Commissioner O'Neill made a motion to recommend approval of the rezoning for 1420, 1422, 1424 and 1426 S. Liberty Street. A second was made by Commissioner Nesbitt. The Independence Planning Commission voted as follows:

Commissioner Nesbitt – Yes

Commissioner Ferguson – Yes

Commissioner Ashbaugh – Yes

Commissioner Wiley – Yes

Commissioner O'Neill – Yes

Commissioner Torres – Yes

Commissioner Young – Yes

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

Background:

A request by the City of Independence to rezone the property located at 1420, 1422, 1424 and 1426 S. Liberty Street from R-30/PUD (High Density Residential/Planned Unit Development) to R-6 (Single-Family Residential).

PROPERTIES' HISTORIES:

The properties included in this application to be rezoned were platted in 1888 as portions of Lots 91 through 93, Martha's Vineyard. This area was annexed by Independence in 1948. Prior to the annexation of the subdivision, much of this area had already been developed with single-family houses.

At the time Independence adopted its Zoning District Map (Ordinance No. 1132) in 1965, all of the properties were designated R-1 (Single-Family Residential). In 1980, when Independence updated its Zoning District Map (Ordinance No. 6078), these properties were designated R-1b (Single-Family Residential). In 1990's, the properties were rezoned to R-4 (High Density Residential). The City adopted its Unified Development Ordinance (Ordinance No. 17339) in 2009, and these properties were labeled with the zoning classification R-30/PUD (High Density Residential/Planned Unit Development).

PROPOSAL:

The city seeks to rezone the four residential lots that are part of this application to R-6 to better conform with the existing land use and character of the surrounding neighborhood.

PHYSICAL CHARACTERISTICS OF PROPERTIES:

Residences in this existing commercial zoning district vary in era from the 1940's to 1970's. The single-family homes in this district are of similar size, age, and design.

CHARACTERISTICS OF THE AREA:

This residential zoning district encompasses four lots northwest of the intersection of Liberty Street and Francis Street. The surrounding homes in this area are a mix of sizes, ages, and designs.

Consistency with *Independence for All*, Strategic Plan:

This proposal conforms with Independence for All, Strategic Plan's objective, "Stabilize and revitalize neighborhoods." Rezoning these properties will ensure they remain residential in use.

Comprehensive Plan Guiding Land Use Principles for the Current Designation:

Imagine Independence Comprehensive Plan 2040 envisions the area to be designated for Residential Established Neighborhoods. The Tools and Policies to promote community identity state the need to, "Support the preservation and protection of...properties."

Construction of this neighborhood predominantly took place in the first half of the twentieth century. Rezoning these properties retains the character of the neighborhood by aligning their land use with their current use. This rezoning supports the preservation and protection of this neighborhood.

Sub-Area Plans:

These properties are not located within any sub-area plan.

Zoning:

The proposed R-6 (Single-Family Residential) zoning classification allows for single-family dwellings and various other uses (schools, churches, government facilities, cemeteries, home-based daycare, agriculture and others with conditions). Currently, the properties are zoned R-30/PUD (High Density Residential/Planned Unit Development), a zoning classification that allows for two-family and multiple-family dwellings and various other uses (schools, churches, government facilities, cemeteries, home-based daycare, agriculture and others with conditions).

Historic and Archeological Sites:

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

Public Utilities:

All utilities are already in place.

Floodplain/Stream Buffer:

There are no federal flood plains or city designated stream buffers in the area of the rezoning.

CIP Investments:

There are no CIP Investments planned for this area at this time.

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

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

The Comprehensive Plan envisions Residential Established Neighborhood for the area. Staff feels single-family residential zoning is appropriate given the development pattern of the area.

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

The properties are not within a sub-area plan area.

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

There are nearby R-6 zoned, single-family homes to the west and the north.

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

The proposed R-6 zoning is compatible with the area's existing housing stock.

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

The R-30/PUD zoning is not compatible with existing housing stock and uses in the area.

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

This is not applicable.

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

The rezoning should have no detrimental effect on area properties.

8. The gain, if any, to the public health, safety, and welfare due to denial of the application, as compared to the hardship imposed upon the landowner, if any, as a result of denial of the application.

*If rezoning is denied, the property owners and buyers may have trouble obtaining mortgages and making improvements. In addition, rezoning this area will reduce nonconformity, in accordance with City Code **Article 8, Chapter 14**.*

Draft Planning Commission minutes are attached to this item.

Emergency Justification:

Fiscal Impact:

Council Action:

Department / Contact	Community Development /
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REVIEWERS

Tom Scannell
Jeremy Cover
Zachary Walker
Susanne Holland

ATTACHMENTS:

1. Draft Ordinance 25-100-05
2. Liberty Rezoning Staff Report 25-100-05
3. Cover Letter
4. Application
5. Notification Letters External
6. Notification Letters Internal
7. Notification Addresses External
8. Notification Addresses Internal
9. Exhibit Notification Area Map
10. Notification Affidavit - External
11. Notification Affidavit - Internal
12. Plat Map
13. Exhibit Comprehensive Plan Map
14. Exhibit Zoning Map
15. Planning Commission Meeting Minutes 01-14-25

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE APPROVING A REZONING FROM DISTRICT R-30/PUD (HIGH DENSITY RESIDENTIAL/PLANNED UNIT DEVELOPMENT) TO DISTRICT R-6 (SINGLE-FAMILY RESIDENTIAL) FOR THE PROPERTIES ALONG LIBERTY STREET SOUTH OF 23RD STREET IN INDEPENDENCE, MISSOURI.

WHEREAS, a request by the City of Independence to rezone the properties located at 1420, 1422, 1424 and 1426 S. Liberty Street from District R-30/PUD (High Density Residential /Planned Unit Development) to District R-6 (Single-Family Residential) was referred to the Planning Commission as required by the Unified Development Ordinance; and,

WHEREAS, the Unified Development Ordinance provides for the approval of a rezoning following public hearings by the Planning Commission and City Council; and,

WHEREAS, after due public notice in the manner prescribed by law, the Planning Commission held a public hearing for the consideration of the request on January 14, 2025, and rendered a report to the City Council recommending that 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 and rendered a decision to approve the rezoning of the said property; and,

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

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

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

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

MARTHAS VINEYARD; ALL LOT 91 AND E 1/2 OF VAC JERSEY ST LY W OF AND ADJ SD LOT

MARTHAS VINEYARD; LOT 92 AND E 1/2 VAC JERSEY LY W AND ADJ

MARTHAS VINEYARD; LOT 93 AND E 1/2 VAC JERSEY LY W AND ADJ

MARTHAS VINEYARD--- VAC FRANCIS ST LY S OF LOT 93 AND W OF LIBERTY ST DAF: BEG AT SE COR LOT 93 TH S TO S LI FRANCIS ST TH W TO E LI RR TH N ALG RR ROW TO PT DUE W OF SW COR LOT 93 TH E TO POB

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

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

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

PASSED THIS _____ DAY OF _____, 2025, BY THE CITY COUNCIL
OF THE CITY OF INDEPENDENCE, MISSOURI.

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

ATTEST:

City Clerk

APPROVED AS TO FORM AND LEGALITY:

City Counselor

REVIEWED BY:

City Manager

MEETING DATE: January 14, 2025

STAFF: Brian L. Harker, Senior Planner

PROJECT NAME: Liberty Street Rezoning

CASE NUMBER/REQUEST: **Case 25-100-05 – Rezoning – Liberty Street** – A request by the City of Independence to rezone the properties located at 1420, 1422, 1424 and 1426 S. Liberty Street from R-30/PUD (High Density Residential/Planned Unit Development) to R-6 (Single-Family Residential).

APPLICANT: City of Independence

PROPERTY LOCATIONS: 1420, 1422, 1424 and 1426 S. Liberty Street.

SURROUNDING ZONING/LAND USE:

North: R-6 (Single-Family Residential)...single-family residences
South: R-30/PUD (High Density Residential/Planned Unit Development)...undeveloped lot
East: R-30/PUD (High Density Residential/Planned Unit Development)...undeveloped lot
West: R-6 (Single-Family Residential)...single-family residences

PUBLIC NOTICE:

- Letters to property owners – December 19, 2024
- Public Notice published in the Independence Examiner – December 28, 2024
- Signs posted on property – December 27, 2024

FURTHER ACTION:

Following action by the Planning Commission, this rezoning request is scheduled for first reading by the City Council on February 17, 2025 and the public hearing/second reading on March 3, 2025.

RECOMMENDATION

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

PROJECT DESCRIPTION & BACKGROUND INFORMATION

PROJECT DESCRIPTION: A City rezoning for these properties from R-30/PUD (High Density Residential/Planned Unit Development) to R-6 (Single-Family Residential).

Current Zonings:	R-30/PUD (High Density Residential/PUD)	Proposed Zoning:	R-6 (Single-Family Residential)
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Current/Continued Use: Single-Family Residential

Zoning History:

The properties included in this application to be rezoned were platted in 1888 as portions of Lots 91 through 93, Martha's Vineyard. This area was annexed by Independence in 1948. Prior to the annexation of the subdivision, much of this area had already been developed with single-family houses.

At the time Independence adopted its Zoning District Map (Ordinance No. 1132) in 1965, all of the properties were designated R-1 (Single-Family Residential). In 1980, when Independence updated its Zoning District Map (Ordinance No. 6078), these properties were designated R-1b (Single-Family Residential). In 1990's, the properties were rezoned to R-4 (High Density Residential). The City adopted its Unified Development Ordinance (Ordinance No. 17339) in 2009, and these properties were labeled with the zoning classification R-30/PUD (High Density Residential/Planned Unit Development).

Proposal:

The City seeks to rezone the four residential lots that are part of this application to R-6 to better conform with the existing land use and character of the surrounding neighborhood.

Physical Characteristics of Properties:

Residences in this existing commercial zoning district vary in era from the 1940's to 1970's. The single-family homes in this district are of similar size, age, and design.

Characteristics of the Area:

This residential zoning district encompasses four lots northwest of the intersection of Liberty Street and Francis Street. The surrounding homes in this area are a mix of sizes, ages, and designs.

ANALYSIS**Consistency with *Independence for All*, Strategic Plan:**

This proposal conforms with Independence for All, Strategic Plan's objective, "Stabilize and revitalize neighborhoods." Rezoning these properties will ensure they remain residential in use.

Comprehensive Plan Tools and Policies for the Current Designation:

Imagine Independence Comprehensive Plan 2040 envisions the area to be designated for Residential Established Neighborhoods. The Tools and Policies to promote community identity state the need to, "Support the preservation and protection of...properties."

Construction of this neighborhood predominantly took place in the first half of the twentieth century. Rezoning these properties retains the character of the neighborhood by aligning their land use with their current use. This rezoning supports the preservation and protection of this neighborhood.

Sub-Area Plans:

These properties are not located within any sub-area plan.

Zoning:

The proposed R-6 (Single-Family Residential) zoning classification allows for single-family dwellings and various other uses (schools, churches, government facilities, cemeteries, home-based daycare, agriculture and others with conditions). Currently, the properties are zoned R-30/PUD (High Density Residential/Planned Unit Development), a zoning classification that allows for two-family and

multiple-family dwellings and various other uses (schools, churches, government facilities, cemeteries, home-based daycare, agriculture and others with conditions).

Historic and Archeological Sites:

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

Public Utilities:

All utilities are already in place.

Floodplain/Stream Buffer:

There are no federal flood plains or City designated stream buffers in the area of the rezoning.

CIP Investments:

There are no CIP Investments planned for this area at this time.

REVIEW CRITERIA

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

- 1. Conformance of the requested zoning with the Comprehensive Plan.**
The Comprehensive Plan envisions Residential Established Neighborhood for the area. Staff feels single-family residential zoning is appropriate given the development pattern of the area.
- 2. Conformance of the requested zoning with any adopted neighborhood or sub-area plans in which the property is located or abuts.**
The properties are not within a sub-area plan area.
- 3. The compatibility of the proposed zoning with the zoning and use of nearby property, including any overlay zoning.**
There are nearby R-6 zoned, single-family homes to the west and the north.
- 4. The compatibility of the proposed zoning and allowed uses with the character of the neighborhood.**
The proposed R-6 zoning is compatible with the area's existing housing stock.
- 5. The suitability of the subject property for the uses to which it has been restricted under the existing zoning regulations.**
The R-30/PUD zoning is not compatible with existing housing stock and uses in the area.
- 6. The length of time the subject property has remained vacant as zoned.**
This is not applicable.
- 7. The extent to which approving the rezoning will detrimentally affect nearby properties.**
The rezoning should have no detrimental effect on area properties.
- 8. The gain, if any, to the public health, safety, and welfare due to denial of the application, as compared to the hardship imposed upon the landowner, if any, as a result of denial of the application.**
*If rezoning is denied, the property owners and buyers may have trouble obtaining mortgages and making improvements. In addition, rezoning this area will reduce nonconformity, in accordance with City Code **Article 8, Chapter 14.***

EXHIBITS

1. Cover Letter
2. Application
3. Notification Letter External
4. Notification Letter Internal
5. Address List External
6. Address List Internal
7. Notification Area Map
8. Affidavit External
9. Affidavit Internal
10. Plat Map
11. Comprehensive Plan map
12. Zoning map



November 27, 2024

Case #25-100-05 - City Initiated Rezoning – Evanston Park Subdivision

The City of Independence received an application for a rezoning of a property located at 1424 S. Liberty Street.

Staff proposes to rezone this zoning district, from R30/PUD (High Density Residential/Planned Unit Development) to R-6 (Single-Family Residential) in order to match the current land use with the zoning classification. Rezoning these properties will assist homeowners in this neighborhood. Rezoning will alleviate burdens to homeowners in buying/selling their property and pulling proper building permits.

Thank you for your consideration.

Sincerely,

Brian L. Harker
Senior Planner
City of Independence
(816) 325-7823
bharker@indepmo.org

Application Type (check all that apply)

Land Use	Land Subdivision	Site Development	Use Permit	Other
☒ Rezoning ☐ PUD Rezoning	☐ Preliminary Plat ☐ Final Plat ☐ Minor Subdivision	☐ Final Site Plan ☐ Preliminary Dev Plan ☐ Final Dev Plan (PUD)	☐ Special Use ☐ Homebased Business	☐ Admin. Adjustment ☐ Variance ☐ Street Name Change ☐ Special Sign Permit

Project Information and Location

1420 through 1426 rezoning

Project Name: 1420 through 1426 S. Liberty Street

Project Address/Location: 0.27 0.27 0.26 0.24 four NO

Sq. Ft. of Building	Acreage	Number of Lots/Tracts	Stream Buffer (Yes or No)
R-30/PUD	R-6	single-family	single-family
Existing Zoning	Proposed Zoning	Existing Land Use	Proposed Land Use

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

☐ Completed & Signed Application Form ☐ Application Fee ☐ Cover Letter Describing Details of Project	☐ One 24" x 36" set of plans for Land Sub. & Site Dev. ☐ One PDF copy of a plat map or site plan ☐ Legal Description of the property in question
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Contact Information

Applicant

City of Independence

Name: 111 E. Maple Company

Address: (816) 478-0716

Phone: Email:

Architect/Engineer/Surveyor/Other:

Name: Company:

Address:

Phone: Email:

Owner

Name: Company:

Address:

Phone: Email:

Architect/Engineer/Surveyor/Other:

Name: Company:

Address:

Phone: Email:

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

Applicant's Signature

Date

Owner's Signature

Date



December 18, 2024

Dear Property Owner:

The City of Independence is proposing to change the zoning classification of four properties located along S. Liberty Street from R-30/PUD (High Density Residential/Planned Unit Development) to R-6 (Single-Family Residential).

You are receiving this notification because your property has been identified as being within 185 feet of the subject properties for rezoning.

The zoning of the properties listed below is sought to be changed from R-30/PUD (High Density Residential/Planned Unit Development) to R-6 (Single-Family Residential) to better match the use/zoning of surrounding properties. A map illustrating the lots to be proposed to be rezoned is on the reverse side of this letter.

The properties subject to the rezoning include:

- **1420, 1422, 1424 and 1426 S. Liberty Street** from R-30/PUD (High Density Residential/Planned Unit Development) to R-6 (Single-Family Residential).

The lots on the map are presently zoned R-30/PUD (High Density Residential /Planned Unit Development) and have been for many years. The City is proposing to change the zoning of the lots to **R-6 (Single-Family Residential)**, a zoning classification that would allow one (1) single-family home per lot.

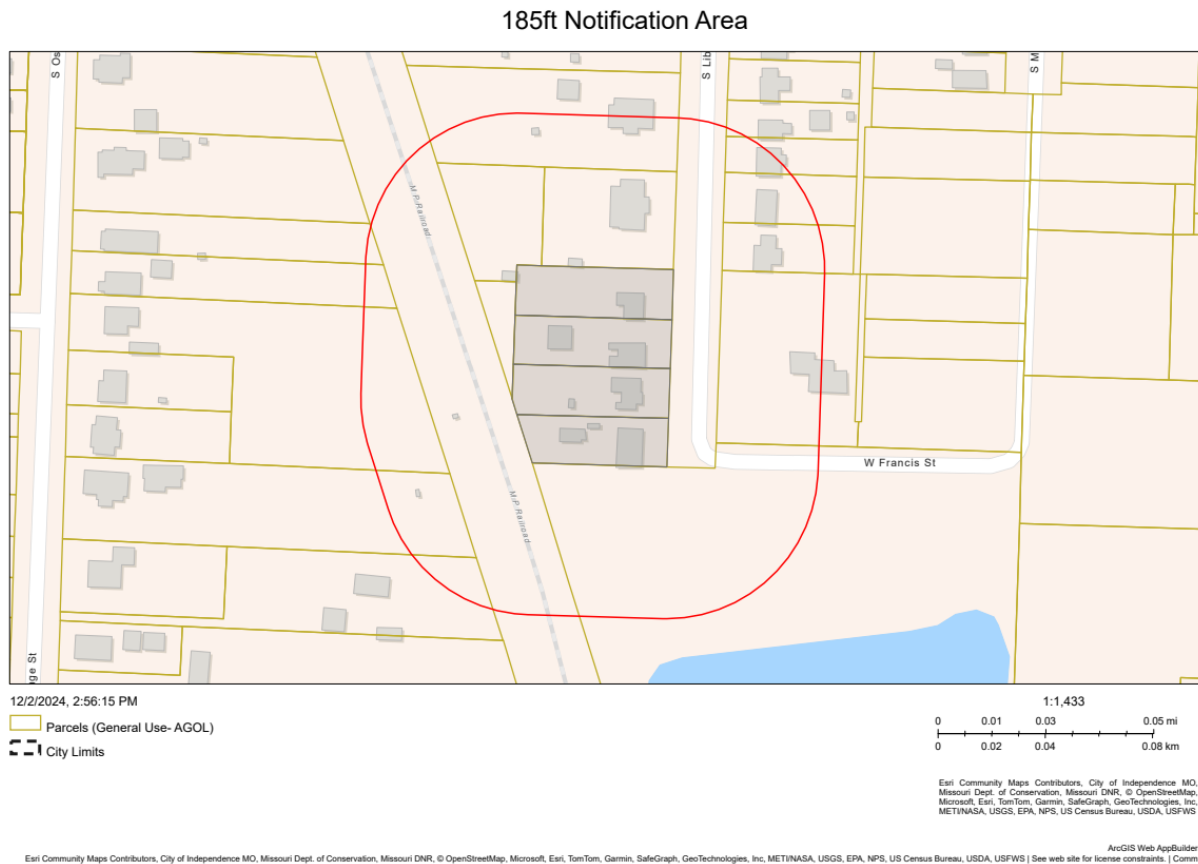
A formal public hearing on this rezoning will be held on **January 14, 2025** by the Independence Planning Commission at 6:00 p.m. The meeting will also be streamed on City 7 and YouTube. The City Council is scheduled to consider action on this request at its 6:00 p.m. meeting on March 3, 2025.

Property owners surrounding/adjacent to the area to be rezoned have a right to legally protest the application. Forms are available in the Community Development Department at City Hall.

If you have any questions regarding this matter, please feel free to contact me at (816) 325-7823 prior to the meetings and I can provide assistance and information you may need to have a full understanding of this request before the meetings.

Sincerely,

Brian L. Harker
Senior Planner





December 18, 2024

Dear Property Owner:

The City of Independence is proposing to change the zoning classification of four properties located along S. Liberty Street from R-30/PUD (High Density Residential/Planned Unit Development) to R-6 (Single-Family Residential).

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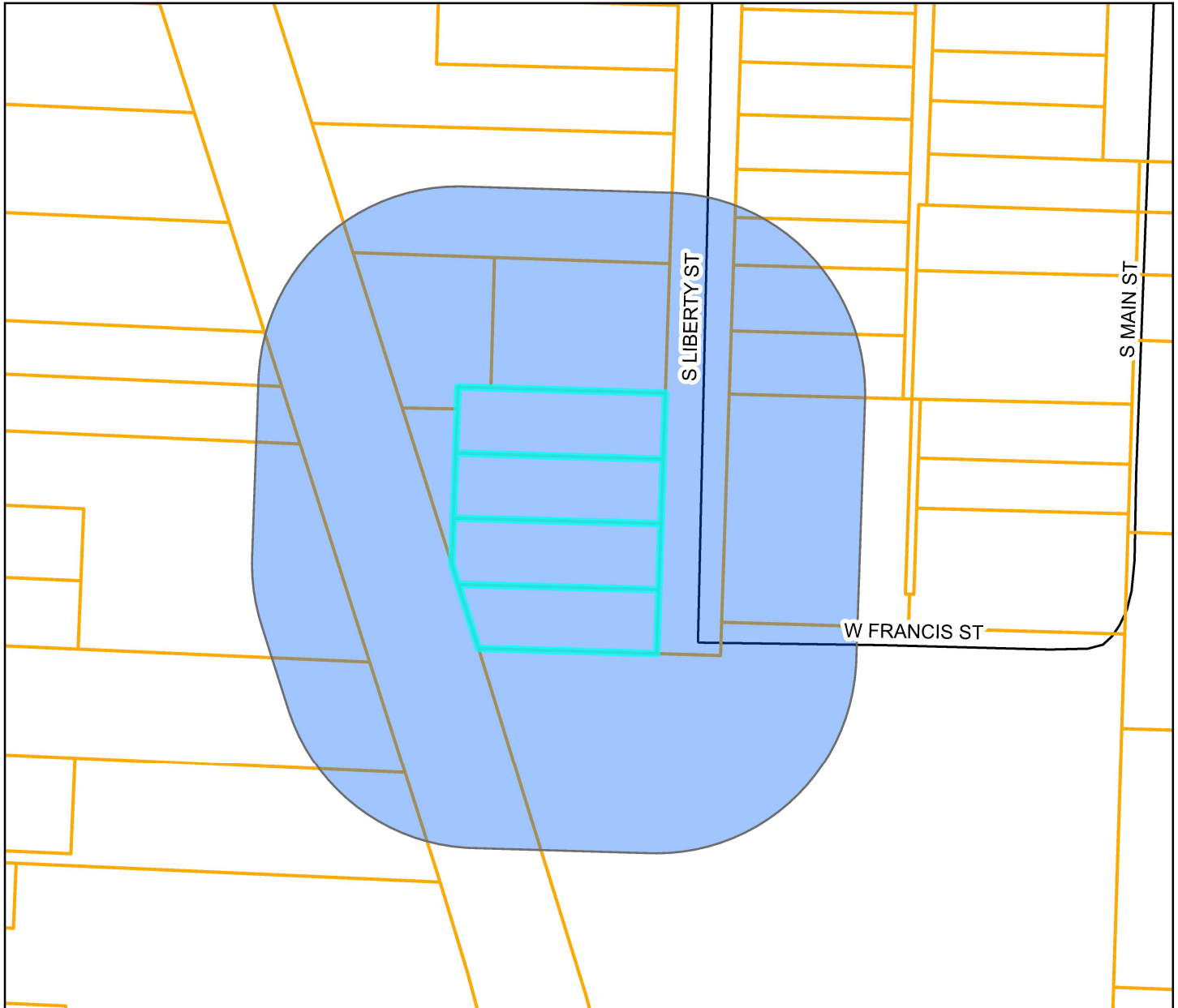
Property owners included in this rezoning have a right to legally protest the application. Forms are available in the Community Development Department at City Hall.

Property Address	Property Owner	Address	City	State	ZIP Code
NO ADDRESS ASSIGNED BY CITY	LAND TRUST OF JACKSON COUNTY MISSOURI	4035 CENTRAL ST	KANSAS CITY	MO	64111
1401 S LIBERTY ST	SIGNAL HOME SOLUTIONS LLC	2217 SE 3RD ST	LEES SUMMIT	MO	64063
1421 S OSAGE ST	MCBEE PROPERTIES LC	1203 E US 24 HWY	INDEPENDENCE	MO	64050
1410 S LIBERTY ST	SCHROEDER LEVI A	1410 S LIBERTY	INDEPENDENCE	MO	64055
1417 S OSAGE ST	LANDMARK EQUITY GROUP LLC	15954 S MURLIN # 264	OLATHE	KS	66062
111 W FRANCIS ST	OAKWOOD ENTERPRISES LLC	PO BOX 900	INDEPENDENCE	MO	64051
1409 S LIBERTY ST	THE VAUTHERIN FAMILY REVOCABLE TRUST	6036 TIGERSIDE WAY	SAN RAMON	CA	94582
1405 S LIBERTY ST	MANESS W MICHAEL & PATRICK STUART	1405 S LIBERTY	INDEPENDENCE	MO	64055
1425 S OSAGE ST	SHIELDS ANDREW M	409 W WALNUT ST	INDEPENDENCE	MO	64050
1413 S LIBERTY ST	HUNZIKER LELAN L & KAY L	1312 S LIBERTY ST	INDEPENDENCE	MO	64055
1400 S LIBERTY ST	BROWN ROY D & TANYA L	1400 S LIBERTY ST	INDEPENDENCE	MO	64055
112 W FRANCIS ST	LAKESIDE SHOPPING CENTER LLC	221 W LEXINGTON STE 400	INDEPENDENCE	MO	64050
1517 S OSAGE ST	LANKFORD BENSON	1517 S OSAGE ST	INDEPENDENCE	MO	64055
1509 S OSAGE ST	WRIGHT FAMILY TRUST DATED 06-04-2020	1509 W OSAGE ST	INDEPENDENCE	MO	64055

Property Address	Property Owner	Address	City	State	ZIP Code
1424 S LIBERTY ST	ROBERTS JOHN P & JANE A K	4335 MCGEE ST	KANSAS CITY	MO	64111
1420 S LIBERTY ST	ROSS LARRY	1011 MCKINNEY RD	DEARY	ID	83823
1422 S LIBERTY ST	EDWARDS WILLIAM S	1422 S LIBERTY ST	INDEPENDENCE	MO	64055
1426 S LIBERTY ST	WHITE JAMES & ZIMMERLE BRANDY	1426 S LIBERTY ST	INDEPENDENCE	MO	64055

Notification Area Map

Permit #25-100-05



Legend

Parcels

Orange line Parcels

Streets

Black line Local

City Limits

Pink rectangle City Limits

Blue shaded area 185ft Notification Area

0 0.03 0.05 0.1 Miles

Prepared by: Gabe Glaser

Community Development Department

Date Saved: 1/2/2025 4:37 PM

Property Owner Notification Affidavit

STATE OF MISSOURI

COUNTY OF JACKSON

Case No. 25-100-05 (External)

I, Je'Nai Moulon, 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 19 day of December, 2024.

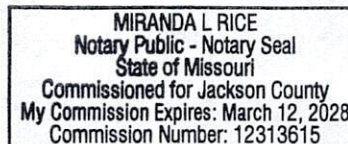


Signature of Agent, Owner or Attorney

Subscribed and sworn to before me this 19 day of December, 2024.

Miranda L Rice
Notary Public

3-12-28
Commission Expiration Date



Property Owner Notification Affidavit

STATE OF MISSOURI

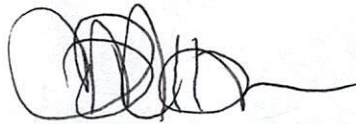
COUNTY OF JACKSON

Case No. 25-100-05 (Internal)

I, Je'Nai Moulon, of lawful age being first duly sworn upon oath, state:

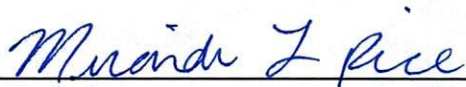
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These notices were mailed on the 19 day of December, 2024.



Signature of Agent, Owner or Attorney

Subscribed and sworn to before me this 19 day of December, 2024.

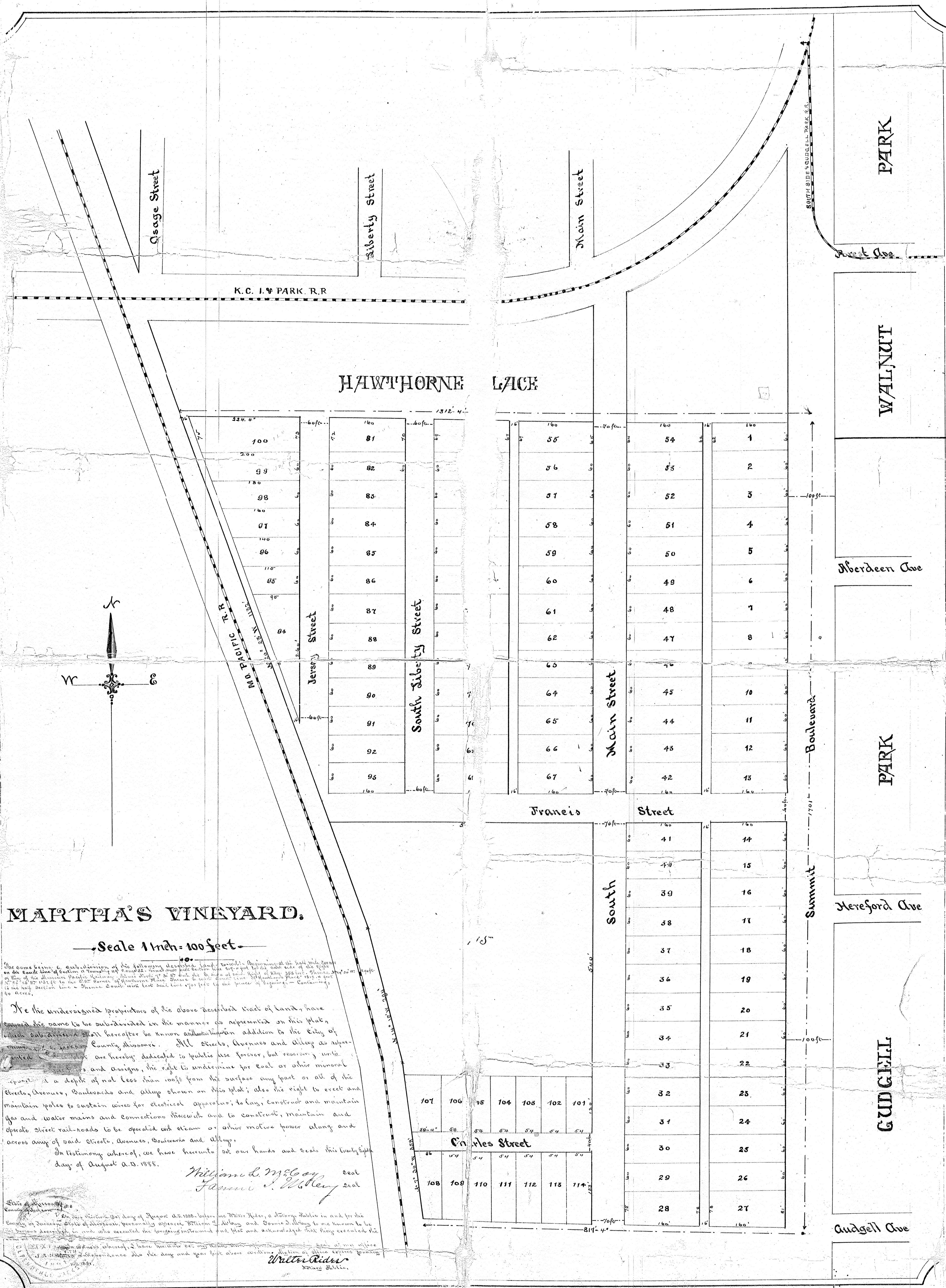


Notary Public

3-12-28

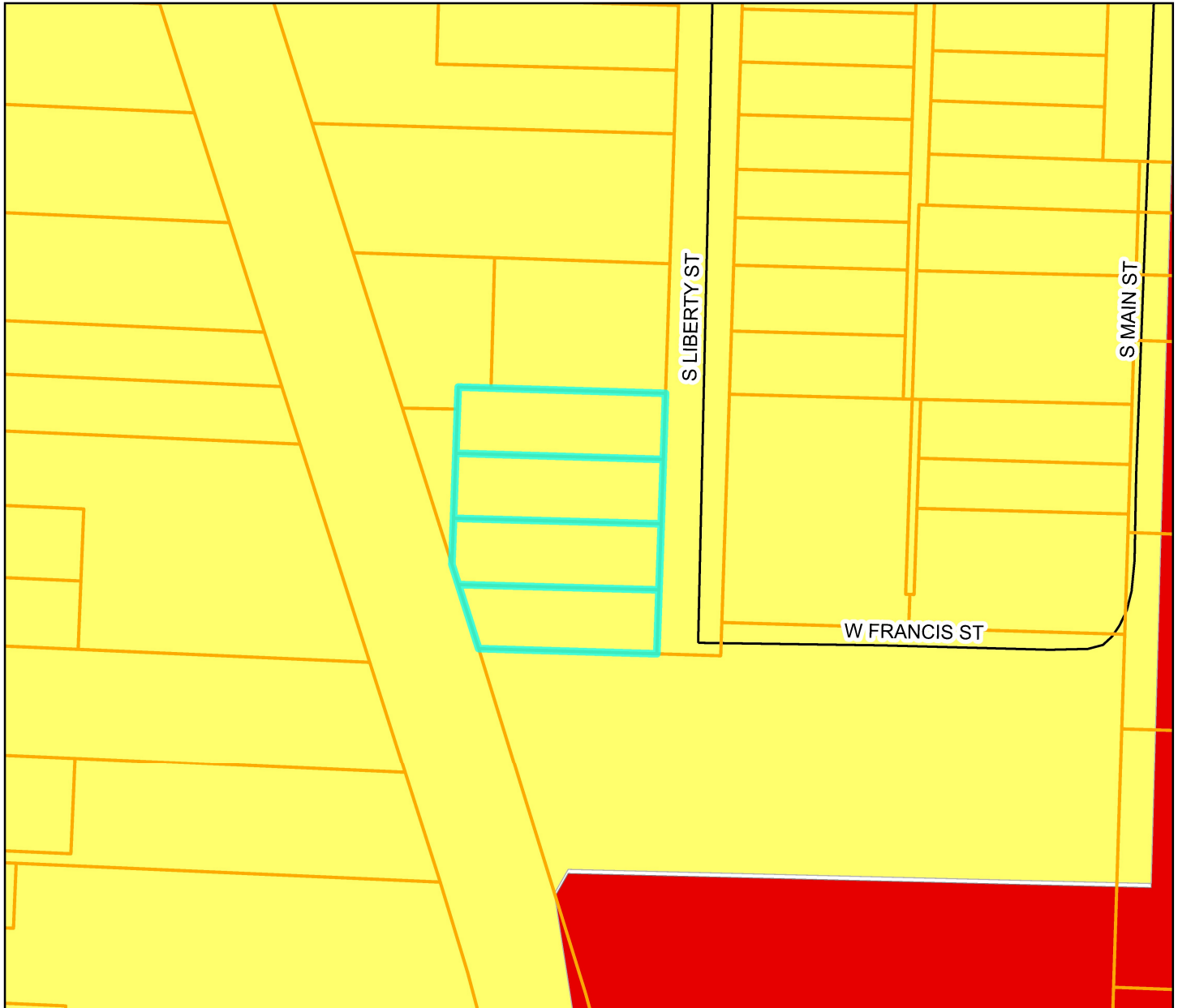
Commission Expiration Date





Comprehensive Plan Map

Permit #25-100-05



Legend

Parcels

Parcels

Streets

Local

City Limits

City Limits

Proposed Land Use (Comp Plan)

Residential
Neighborhoods

Community Commercial

0 0.03 0.05 0.1 Miles

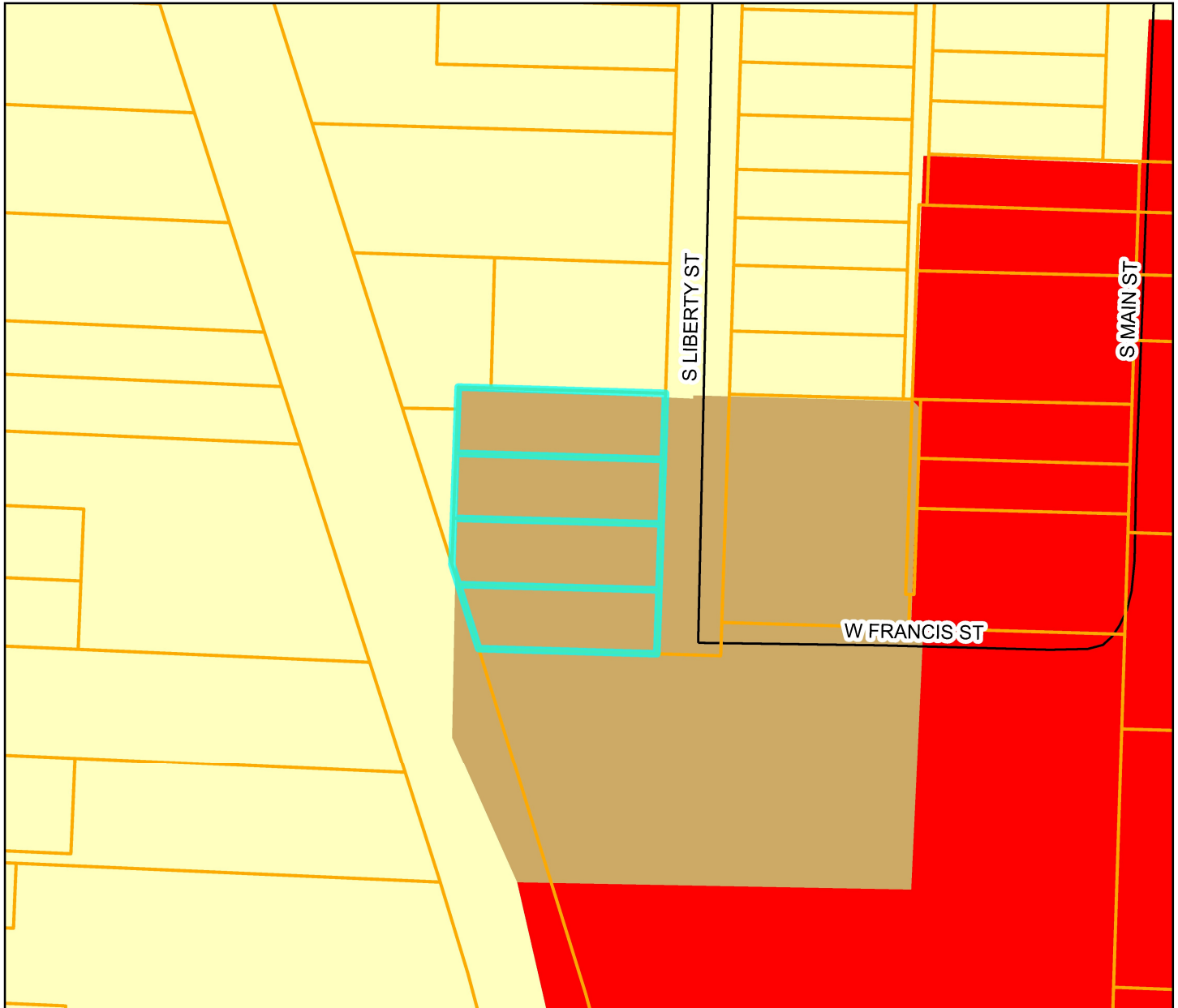
Prepared by: Gabe Glaser

Community Development Department

Date Saved: 1/2/2025 4:37 PM

Zoning Map

Permit #25-100-05



Legend

Parcels

Parcels

Streets

Local

City Limits

City Limits

Zoning District

C-2

R-30/PUD

R-6

0 0.03 0.05 0.1 Miles

Prepared by: Gabe Glaser

Community Development Department

Date Saved: 1/2/2025 4:37 PM



Planning Commission Minutes

January 14, 2025 6:00 PM

City Hall, 111 E. Maple Avenue (Ground Floor), Council Chambers

CALL TO ORDER

A meeting of the Planning Commission was held at 6:00 PM on 1/14/2025, in the 111 E Maple Avenue, Independence, MO 64050. The meeting was called to order.

ROLL CALL

Upon roll call, the following members were present - Laurie Dean Wiley, Eric Ashbaugh, Edward Nesbitt, Dan O'Neill, Virginia Ferguson, Jose Torres, Michael Young. Absent - .

CONSENT AGENDA

The Consent Agenda consists of routine items of business to be acted upon by the Planning Commission with little or no public discussion. The staff or committee recommendation for each item is included in the Planning Commission packet. Any item may be removed by a commissioner or staff member to become part of the regular agenda.

1. Planning Commission Minutes – November 19, 2024

Motion

Commissioner Edward Nesbitt made a motion to approve the Consent Agenda. Commissioner Michael Young seconded the motion. The motion was approved Yes 7, No 0, Abstained 0.

CASE TO BE CONTINUED - THE APPLICANT REQUESTS THIS CASE BE CONTINUED TO THE JANUARY 28, 2025 MEETING.

1. **Case 25-100-03 – Rezoning – 10900 E Truman Rd** – A request by Dustin Ferrell to rezone the property from I-1 (Industrial), C-2 (General Commercial), and R-12 (Two Family Residential) to I-1 (Industrial).

Motion

Commissioner Edward Nesbitt made a motion to continue the case to January 28, 2025 meeting. Commissioner Dan O'Neill seconded the motion. The motion was approved Yes 7, No 0, Abstained 0.

PUBLIC HEARINGS

1. **Case 25-100-01 – Rezoning – 2000 N. Elsea Smith Road** – A request by Derick Krones to rezone the property from R-A (Residential-Agricultural) to R-4 (Single Family Residential Low Density).

Staff Presentation

Brian Harker presented the case. Mr. Harker presented the Commission with a vicinity map, noting the area and surrounding zoning. He presented the Commission with an aerial map indicating the project area and explained the surrounding land uses. Mr. Harker noted that Residential-Agricultural requires a 250-foot lot frontage and splitting the lot would not meet that requirement. The R-4 zoning would only require a 75-foot lot frontage and would allow their minor subdivision application to move forward.

Applicant Comments

Derick Krones, 2000 N. Elsea Smith Road, stated he would like to split his lot into two lots so a second house can be built on the newly separated lot. He's hoping his family would be able to purchase the second lot to build a home next door to his.

Public Comments

Dawn Zachgo, 1512 N. Elsea Smith Road, stated provided a history of the property. She stated R-4 zoning does not match the 2040 Comprehensive Plan. Ms. Zachgo said this would allow more urban style development and create additional traffic that the roads are not designed to handle. This rezoning would cause a domino effect, setting a precedence for other property owners to do the same. Ms. Zachgo is concerned about the impact on public health and the long-term consequences for infrastructure and the surrounding community.

Gwen Herner, 1732 N. Elsea Smith Road, stated she has been fighting with Jackson County about her agricultural property. She's concern approving this rezoning will open a can of worms. Ms. Hefner feels if the City approves this rezoning, Jackson County will continue to try to change their property to residential instead of agricultural.

Bryan Etter, 1811 N. Elsea Smith Road, stated he's concerned about the waterway being contaminated with additional septic tanks.

Debbie Ruth, 1721 N. Elsea Smith Road, stated she's owned her property for ten years and they picked this area because of the rural surrounding. She said she agrees with past speakers and is concerned this will allow Jackson County to say the area is not agricultural.

John Veldheer, 1607 N. Elsea Smith Road, said the road is very narrow and he's concerned about additional traffic.

Linda Nix, 1515 N. Elsea Smith Road, stated she was the first to build their house on that side of the street in 1989. She is concerned this change will destroy their land and she wants her property to stay zoned Residential-Agricultural.

Dennis Heimsoth, 1507 N. Elsea Smith Road, said they don't want another housing addition because as soon as this starts, it's going to create houses everywhere.

Pam Wrinkle, 915 N. Elsea Smith Road, stated she would like the property to stay zoned Residential-Agricultural.

Rita Veldheer, 1607 N. Elsea Smith Road, said she signed up for R-A zoning and wants it to remain as it is.

Mr. Krones stated he would like to only have one additional house on the property and hopes that his family can purchase it to build a home next to theirs.

Commissioner Comments

In response to Commissioner Nesbitt's question, Mr. Harker stated you can only have one house on a property. He said with R-4 they can still have chickens. Mr. Harker stated the property could not stay R-A and allow the lot split due to the minimum lot frontage.

Rick Arroyo provided additional information on the restrictions and what the R-4 zoning would allow. He explained only one additional home would be allowed on the property due to the requirement to have 75-foot lot footage and sewer requirements.

Chairwoman Wiley confirmed with Mr. Harker that this rezoning will only allow one additional residential structure to be built. Mr. Harker added that the sewer system and lot frontage will not allow more than one property to be built.

Commissioner Nesbitt stated the surrounding property owners purchased their land with an R-A zoning and would like to see it stay R-A.

Motion

Commissioner Dan O'Neill made a motion to approve the case. Commissioner Edward Nesbitt seconded the motion. The motion failed Yes 2, No 5, Abstained 0.

2. **Case 25-100-04 – Rezoning – Evanston Park Rezoning** – A City request to rezone the property located at 9408 E. Winner Road from O-1 (Office-Residential) to R-6 (Single Family Residential) and the properties located at 715 & 717 S. Brookside, 812, 818 & 820 S. Glenwood, 9306 & 9310 E. 9th Street S, and 9400, 9402, 9404 & 9406 E. Winner Road from R-30/PUD (High Density Residential/Planned Unit Development) to R-6 (Single Family Residential).

Staff Presentation

Brian Harker presented the case. Mr. Harker presented the Commission with a vicinity map, noting the area and surrounding zoning. He presented the Commission with an aerial map

indicating the project area and explained the surrounding land uses.

Public Comments

No public comments.

Motion

Commissioner Edward Nesbitt made a motion to approve the case. Commissioner Eric Ashbaugh seconded the motion. The motion was approved Yes 7, No 0, Abstained 0.

3. **Case 25-100-05 – Rezoning – Liberty Street Rezoning** – A City request to rezone the properties located at 1420, 1422, 1424 & 1426 S. Liberty Street from R-30/PUD (High Density Residential/Planned Unit Development) to R-6 (Single Family Residential).

Staff Presentation

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

Public Comments

No public comments.

Motion

Commissioner Dan O'Neill made a motion to approve the case. Commissioner Edward Nesbitt seconded the motion. The motion was approved Yes 7, No 0, Abstained 0.

OTHER BUSINESS

1. **Case 24-310-06 – Preliminary Plat – Liberty Commons** – A request by Derek Kennedy for approval of a preliminary plat.

Staff Presentation

Gabe Glaser presented the case. Mr. Glaser presented the Commission with a vicinity map, noting the area and surrounding zoning. He presented the Commission with an aerial map indicating the project area and explained the surrounding land uses. Mr. Glaser reviewed the conditions of approval.

Applicant Comments

Dan Foster, 14920 W 107th St., Lenexa, KS, stated he's representing the developer. He said they agree with the staff's report and agree to all the conditions.

Public Comments

No public comments.

Commissioner Comments

Chairwoman Wiley and Commissioner O'Neill both expressed gratitude to the applicant for creating additional housing.

Motion

Commissioner Edward Nesbitt made a motion to approve the case. Commissioner Jose Torres seconded the motion. The motion was approved Yes 7, No 0, Abstained 0.

ROUNDTABLE - NEXT MEETING JANUARY 28, 2025

Chairwoman Wiley requested permission from the Planning Commissioners to talk to staff about not mailing the packets. She noted the Commission does have access to the packet online.

Commissioner Nesbitt said he would be okay with online packets, if they'll receive the same information online.

Commissioner Ashbaugh stated he's having issues with the small maps and questioned if the online version will allow them to zoom in. Mr. Arroyo stated the largest map they could print would be 11x17.

Chairwoman Wiley noted all Commissioners received the new City Council approved Member Agreement and will need to turn it in before the next meeting.

ADJOURNMENT

The meeting was adjourned at 7:34 p.m.

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

25-011 **1R** An ordinance vacating an existing electric easement, utility easement, sanitary sewer easement, and general utility easement, all of which are part of 18785 E. 39th Street South, lying in, on, and across Tracts 4 & 5 of Independence Center, a subdivision of Independence, Jackson County, Missouri. **1R Read**

Recommendations:

Approval of this ordinance will repeal Ordinance No. 19610 and replace the incorrect easement descriptions in that ordinance with the corrected descriptions.

Background:

On October 7, 2024, Council passed Ordinance 19610 to vacate utility easements for an addition to the Chick-Fil-A located at 18785 E 39th St. That ordinance included incorrect legal descriptions received from the property owner. The surveyed legal descriptions have since been corrected and are included for approval in this item.

Emergency Justification:**Fiscal Impact:**

There is no fiscal impact to the City.

Council Action:

Department / Contact	Municipal Services /
---------------------------------	----------------------

REVIEWERS

Richard Kemple
Jeremy Cover
Melissa Cabrera
Zachary Walker
Susanne Holland

ATTACHMENTS:

1. Chick-Fil-A - Easement Vacation Correction Ordinance

BILL NO. _____
ORDINANCE NO. _____

AN ORDINANCE VACATING AN EXISTING ELECTRIC EASEMENT, UTILITY EASEMENT, SANITARY SEWER EASEMENT, AND GENERAL UTILITY EASEMENT, ALL PART OF 18785 E 39th STREET SOUTH LYING IN, ON, AND ACROSS TRACTS 4&5, OF INDEPENDENCE CENTER A SUBDIVISION IN INDEPENDENCE, JACKSON COUNTY, MISSOURI.

WHEREAS on October 7, 2024, the City Council passed Ordinance No. 19610, which purported to vacate these easements, but included incorrect legal descriptions;

WHEREAS this Ordinance _____ includes the corrected legal descriptions;

WHEREAS the 10' Electric Easement was recorded in 1997 in Book I2951, Page 1170 of the Jackson County, Missouri Deed Records;

WHEREAS the 10' Utility Easement was dedicated via Plat in 1974 in Book I34, Page 17 of the Jackson County, Missouri Deed Records;

WHEREAS the 15' Sanitary Sewer Easement was dedicated via Plat in 1974 in Book I34, Page 17 of the Jackson County, Missouri Deed Records;

WHEREAS the General Utility Easement was recorded in 2008 as Instrument No. 2008E0070525 of the Jackson County, Missouri Deed Records;

WHEREAS the vacation of the easements will support additional development of the property; and,

WHEREAS the City has received a request for vacation from the property owner.

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

SECTION 1. That the City Council of the City of Independence, Missouri does hereby vacate the 10' Electric Easement recorded in Book I2951, Page 1170; the 10' Utility Easement dedicated via Plat in Book I34, Page 17; the 15' Sanitary Sewer Easement dedicated via Plat in Book I34, Page 17; and the General Utility Easement recorded as Instrument No. 2008E0070525, in their entirety and described as follows:

DESCRIPTION OF 10' ELECTRIC EASEMENT TO BE VACATED

A TRACT OF LAND 10.00 FEET IN WIDTH LYING 5.00 FEET IN WIDTH ON EACH SIDE OF A CENTERLINE OVER PART OF LOT 5, INDEPENDENCE CENTER, A SUBDIVISION OF LAND IN THE CITY OF INDEPENDENCE, JACKSON COUNTY, MISSOURI DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 5; THENCE NORTH 89°53'53" EAST (ALL BEARINGS HEREIN ARE REFERENCED TO AN ASSUMED GRID SYSTEM) ON THE NORTH LINE OF SAID LOT 5, 12.16 FEET TO THE POINT OF BEGINNING OF SAID CENTERLINE; THENCE SOUTH 56°33'08" EAST, 75.01 FEET; THENCE SOUTH 0°07'40" EAST, 12.00 FEET TO THE POINT OF TERMINATION ON THE NORTH FACE OF THE EXISTING BRICK

BUILDING. THE SIDE LINES OF SAID 10.00 FEET WIDE TRACT SHALL LENGTHEN OR SHORTEN TO BEGIN ON THE NORTH LINE OF SAID LOT 5 AND TERMINATE ON THE NORTH FACE OF SAID BRICK BUILDING.

DESCRIPTION OF THE 10' UTILITY EASEMENT TO BE VACATED

BEING PART OF LOTS 4 AND 5 OF INDEPENDENCE CENTER, PART OF THE SOUTH HALF OF SECTION 20, TOWNSHIP 49 NORTH, RANGE 31 WEST, JACKSON COUNTY MISSOURI, SAID PLAT BEING RECORDED IN BOOK I34, PAGE 17, IN THE JACKSON COUNTY, MISSOURI RECORDS AND BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 4; THENCE ALONG THE NORTH LINE OF SAID LOT 4, SOUTH 87 DEGREES 49 MINUTES 48 SECONDS EAST, A DISTANCE OF 64.51 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID NORTH LINE OF LOT 4 AND THE NORTH LINE OF SAID LOT 5, SOUTH 87 DEGREES 49 MINUTES 01 SECONDS EAST, A DISTANCE OF 85.75 FEET; THENCE SOUTH 69 DEGREES 36 MINUTES 01 SECONDS WEST, A DISTANCE OF 89.95 FEET TO THE POINT OF BEGINNING, CONTAINING 878 SQUARE FEET OR 0.02 ACRES, MORE OR LESS.

DESCRIPTION OF THE 15' SANITARY SEWER EASEMENT TO BE VACATED

BEING PART OF LOT 4 OF INDEPENDENCE CENTER, PART OF THE SOUTH HALF OF SECTION 20, TOWNSHIP 49 NORTH, RANGE 31 WEST, JACKSON COUNTY MISSOURI, SAID PLAT BEING RECORDED IN BOOK I34, PAGE 17, IN THE JACKSON COUNTY, MISSOURI RECORDS AND BEING DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 4; THENCE ALONG THE WEST LINE OF SAID LOT 4, NORTH 02 DEGREES 10 MINUTES 12 SECONDS EAST, A DISTANCE OF 15.00 FEET; THENCE SOUTH 87 DEGREES 49 MINUTES 48 SECONDS EAST, A DISTANCE OF 69.93 FEET TO THE EAST LINE OF SAID LOT 4; THENCE ALONG SAID EAST LINE, SOUTH 02 DEGREES 10 MINUTES 12 SECONDS WEST, A DISTANCE OF 15.00 FEET TO THE SOUTHEAST CORNER OF SAID LOT 4; THENCE ALONG THE SOUTH LINE OF SAID LOT 4 NORTH 87 DEGREES 49 MINUTES 48 SECONDS WEST, A DISTANCE OF 69.93 FEET TO THE POINT OF BEGINNING, CONTAINING 1,049 SQUARE FEET OR 0.02 ACRES, MORE OR LESS.

DESCRIPTION OF GENERAL UTILITY EASEMENT TO BE VACATED

A GENERAL UTILITY EASEMENT ON LOTS 4 AND 5 OF INDEPENDENCE CENTER, A SUBDIVISION IN THE S 1/2 OF SECTION 20, TOWNSHIP 49, RANGE 31, INDEPENDENCE, JACKSON COUNTY, MISSOURI; INCLUDING A RESURVEY OF HURSHMAN HEIGHTS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST COMER OF SAID LOT 4 (SAID POINT BEING A 1/2" IRON BAR & CAP LS 2214); THENCE S 89°56'25" E 69.75' TO THE POINT OF BEGINNING; THENCE S 89°56'25" E, 0.18'; THENCE CONTINUING S 89°56'25" E 18.23'; THENCE S 35°24'31" E, 90.13'; THENCE S 54°35'29" W, 15.00'; THENCE N 35°24'31" W, 100.82'; TO THE POINT OF BEGINNING.

CONTAINING 1,402.38 SQUARE FEET.

SECTION 2. That the Municipal Services Department is directed to file for record a certified copy of this ordinance in the Office of the Division of Property Records, in and for the County of Jackson, State of Missouri, at Independence.

SECTION 3. That Ordinance No. 19610 is hereby repealed.

PASSED THIS _____ DAY OF _____, 20____, 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

97

1

3423

Ord 13513

(96-28)

EASEMENT CONVEYANCE

1295171170

KNOW ALL MEN BY THESE PRESENTS, Michael DiSantillo and Jeanne M. DiSantillo

his wife, for and in consideration of the sum of One, _____

DOLLAR (\$1.00).

and other good and valuable considerations, the receipt and sufficiency, of which are hereby acknowledged, do hereby grant, bargain, sell, convey and confirm unto the City of Independence, Missouri, a Municipal Corporation and unto its successors and assigns, a right of way easement over, along, across and under the lands hereinafter described, including the right and privilege at any time and from time to time to enter on said right of way and erect, construct, maintain, repair and relocate poles, wires and all appurtenances thereto, for the transmission and distribution of electrical energy and for communication purposes, and including the right and privilege at any time and from time to time to patrol said right of way, and to cut, top and trim such brush and trees, if any, on or adjacent to said right of way as may be necessary or desirable to maintain any appurtenances thereon, said right of way being over, along, across and under the following lands in the County of Jackson, State of Missouri, to-wit:

A tract of land 10.00 feet in width lying 5.00 feet in width on each side of a centerline over part of Lot 5, INDEPENDENCE CENTER, a subdivision of land in the City of Independence, Jackson County, Missouri described as follows: Commencing at the Northwest corner of said Lot 5; thence North 89° 53' 53" East (all bearings herein are referenced to an assumed grid system) on the North line of said Lot 5, 12.16 feet to the POINT OF BEGINNING of said centerline; thence South 56° 33' 08" East, 75.01 feet; thence South 0° 07' 40" East, 12.00 feet to the point of termination on the North face of the existing brick building. The side lines of said 10.00 feet wide tract shall lengthen or shorten to begin on the North line of said Lot 5 and terminate on the North face of said brick building.

TO HAVE AND TO HOLD THE SAME, together with all appurtenances and immunities thereunto belonging or in any wise appertaining, unto the said City of Independence, Missouri, a Municipal Corporation, and unto its successors and assigns forever.

IN WITNESS WHEREOF, we have hereunto set OUR hands and seals this 23rd day of October 1996

STATE OF MISSOURI
COUNTY OF JACKSON
I CERTIFY THIS INSTRUMENT RECEIVED

1997 JAN 21 P 1:14.0

RECORDED 1295171170
DIRECTOR OF RECORDS

Michael R. DiSantillo
Michael DiSantillo

Jeanne M. DiSantillo
Jeanne M. DiSantillo

3a
3a
400
500
TS
Hodges

MISSOURI ACKNOWLEDGMENT--UNMARRIED PERSON

STATE OF _____ } ss. On this _____ day of _____, 19____
COUNTY OF _____ }
before me _____, Notary Public, personally appeared _____

to me known to be the person described in and who executed the foregoing instrument, and acknowledged that _____
executed the same as _____ free act and deed. And the said _____
further declare _____ to be single and unmarried.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at my
office in _____ the day and year last above written.

My term expires _____ 19____ Notary Public in and for said County and State.

MISSOURI ACKNOWLEDGMENT--MAN AND WIFE

STATE OF Missouri } ss. On this 23rd day of October, 1996
COUNTY OF Jackson }
before me Dennis J. Howe a Notary Public, personally appeared
Michael DiSantillo and Jeanne M. DiSantillo

his wife, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed
the same as their free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at my
office in Independence, Mo. the day and year last above written.

My term expires August 17, 1997 Dennis J. Howe
Notary Public in and for said County and State.

DENNIS J. HOWE
NOTARY PUBLIC STATE OF MISSOURI
JACKSON COUNTY
MY COMMISSION EXPIRES AUG 17, 1997

Easement Conveyance

FROM

TO

Filed for record this _____ day

of _____ A.D., 19____

at _____ o'clock, _____ minutes, _____ M.

Recorded in Book _____ at Page _____

By _____ Recorder.

Recorder's Fee, \$ _____ Deputy.

CITY CLERK'S OFFICE
City Hall
Independence, Mo. 64050

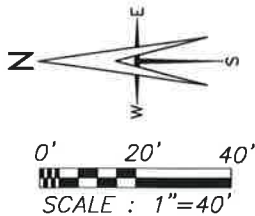
326-765

STATE OF _____ } ss. IN THE RECORDER'S OFFICE
COUNTY OF _____ }

I, _____ Recorder of said County, do hereby certify that the within
instrument of writing was, at _____ o'clock, and _____ minutes _____ M., on the _____ day of _____
A.D., 19____, duly filed for record in my office, and is recorded in the records of this office, in book _____ at page _____

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at _____
this _____ day of _____ A.D., 19____

Recorder.

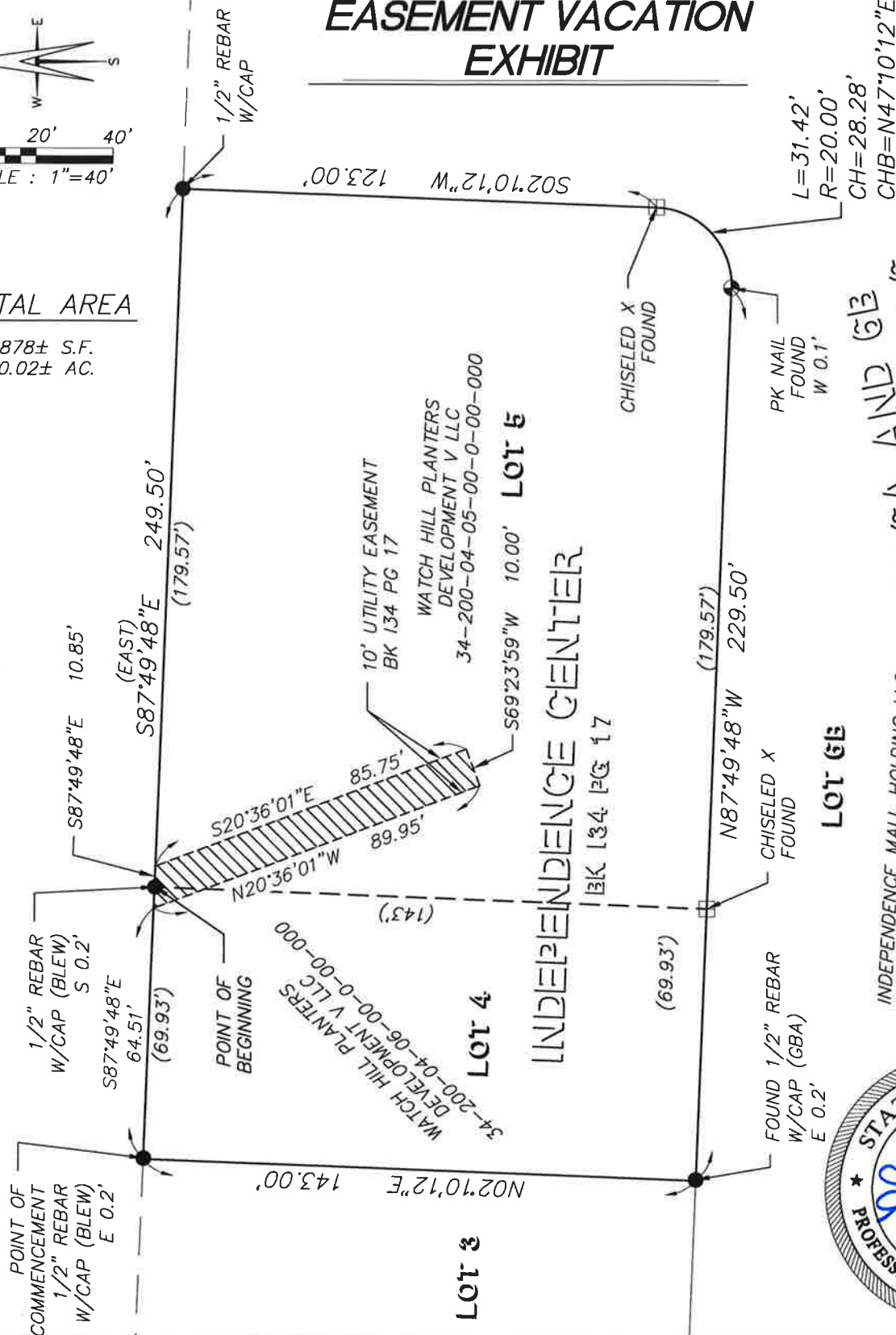


EASEMENT VACATION EXHIBIT

TOTAL AREA

878± S.F.
0.02± AC.

E 39TH STREET (100'w)
(ASPHALT)(PUBLIC)(79'± PAVEMENT WIDTH)



LOT 6A AND 6B
REPLAT OF LOT 6
INDEPENDENCE CENTER
BK 1209 PG 37

INDEPENDENCE MALL HOLDING LLC
34-200-04-04-00-0-00-000



SHERRILL ASSOCIATES, INC.

Surveyors - Engineers - Planners

316 Main Street
Edwardsville, IL 62025

(618) 656-9251
FAX (618) 656-9496



ILLINOIS DESIGN FIRM #184-001238

NO.	DATE	REV.
PROJECT NO.	23082-01	
DRAWN	JAC	CHECKED SES
DATE	8-1-2024	

DISCLAIMER OF RESPONSIBILITY

I hereby specify that the documents intended to be authenticated by my seal are limited to this sheet, and I hereby disclaim any responsibility for all other Drawings, Specifications, Estimates, Reports or other Documents or instruments relating to or intended to be used for any part or parts of the engineering project or survey.

SHEET 1 OF 2

EASEMENT VACATION DESCRIPTION

BEING PART OF LOTS 4 AND 5 OF INDEPENDENCE CENTER, PART OF THE SOUTH HALF OF SECTION 20, TOWNSHIP 49 NORTH, RANGE 31 WEST, JACKSON COUNTY MISSOURI, SAID PLAT BEING RECORDED IN BOOK 134, PAGE 17, IN THE JACKSON COUNTY, MISSOURI RECORDS AND BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 4; THENCE ALONG THE NORTH LINE OF SAID LOT 4, SOUTH 87 DEGREES 49 MINUTES 48 SECONDS EAST, A DISTANCE OF 64.51 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID NORTH LINE OF LOT 4 AND THE NORTH LINE OF SAID LOT 5, SOUTH 87 DEGREES 49 MINUTES 48 SECONDS EAST, A DISTANCE OF 10.85 FEET; THENCE SOUTH 20 DEGREES 36 MINUTES 01 SECONDS EAST, A DISTANCE OF 85.75 FEET; THENCE SOUTH 69 DEGREES 23 MINUTES 59 SECONDS WEST, A DISTANCE OF 10.00 FEET; THENCE NORTH 20 DEGREES 36 MINUTES 01 SECONDS WEST, A DISTANCE OF 89.95 FEET TO THE POINT OF BEGINNING, CONTAINING 878 SQUARE FEET OR 0.02 ACRES, MORE OR LESS.

SOURCE OF EASEMENT

PLAT BOOK 134, PAGE 17
JACKSON COUNTY, MISSOURI RECORDS



SHERRILL ASSOCIATES, INC.

Surveyors — Engineers — Planners

316 Main Street
Edwardsville, IL 62025

(618) 656-9251
FAX (618) 656-9496



ILLINOIS DESIGN FIRM #184-001238

NO.	DATE	REV.
PROJECT NO.	23082-01	
DRAWN	JAC	CHECKED SES
DATE	8-1-2024	

DISCLAIMER OF RESPONSIBILITY

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SHEET 2 OF 2

SANITARY SEWER EASEMENT VACATION DESCRIPTION

BEING PART OF LOT 4 OF INDEPENDENCE CENTER, PART OF THE SOUTH HALF OF SECTION 20, TOWNSHIP 49 NORTH, RANGE 31 WEST, JACKSON COUNTY MISSOURI, SAID PLAT BEING RECORDED IN BOOK 134, PAGE 17, IN THE JACKSON COUNTY, MISSOURI RECORDS AND BEING DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 4; THENCE ALONG THE WEST LINE OF SAID LOT 4, NORTH 02 DEGREES 10 MINUTES 12 SECONDS EAST, A DISTANCE OF 15.00 FEET; THENCE SOUTH 87 DEGREES 49 MINUTES 48 SECONDS EAST, A DISTANCE OF 69.93 FEET TO THE EAST LINE OF SAID LOT 4; THENCE ALONG SAID EAST LINE, SOUTH 02 DEGREES 10 MINUTES 12 SECONDS WEST, A DISTANCE OF 15.00 FEET TO THE SOUTHEAST CORNER OF SAID LOT 4; THENCE ALONG THE SOUTH LINE OF SAID LOT 4 NORTH 87 DEGREES 49 MINUTES 48 SECONDS WEST, A DISTANCE OF 69.93 FEET TO THE POINT OF BEGINNING, CONTAINING 1,049 SQUARE FEET OR 0.02 ACRES, MORE OR LESS.

SOURCE OF EASEMENT

PLAT BOOK 134, PAGE 17
JACKSON COUNTY, MISSOURI RECORDS



SHERRILL ASSOCIATES, INC.

Surveyors — Engineers — Planners

316 Main Street
Edwardsville, IL 62025

(618) 656-9251
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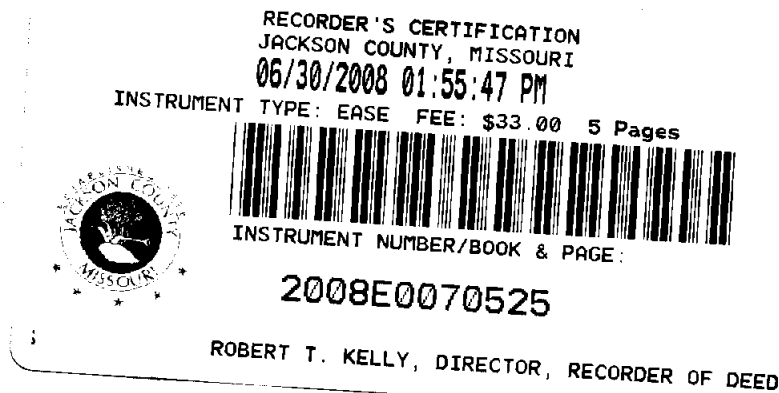
ILLINOIS DESIGN FIRM #184-001238

NO.	DATE	REV.
1	3-7-14	AREA
PROJECT NO.	23082-01	
DRAWN	JAC	CHECKED SES
DATE	8-1-2024	

DISCLAIMER OF RESPONSIBILITY

I hereby specify that the documents intended to be authenticated by my seal are limited to this sheet, and I hereby disclaim any responsibility for all other Drawings, Specifications, Estimates, Reports or other Documents or instruments relating to or intended to be used for any part or parts of the engineering project or survey.

SHEET 2 OF 2



GENERAL UTILITY EASEMENT CONVEYANCE

(08-09)

Date of Document: JUNE 04, 20 08

KNOW ALL MEN BY THESE PRESENTS, that MICHAEL R. DISANTILLIO AND JEANNE M. DISANTILLIO, HUSBAND AND WIFE, GRANTOR(S), for and in consideration of the sum of ONE DOLLAR (\$1.00), and other good and valuable considerations, the receipt and sufficiency, of which are hereby acknowledged, do hereby grant, bargain, sell, convey and confirm unto the City of Independence, Missouri, a Municipal Corporation, GRANTEE, 111 E. Maple Independence, Missouri 64050, and unto its successors and assigns, forever, a perpetual General Utility Easement for use by GRANTEE and those with GRANTEE's permission, including but not limited to utility companies franchised to operate in Independence, Missouri, to locate, install, construct, reconstruct, grade for, maintain grade for, operate, repair, replace and/or maintain utilities and/or facilities including, but not limited to water, gas, electricity, sanitary sewers, wastewater, storm sewers, drainage, underground conduits, telephone, cable television, pad mounted transformers, service pedestals, poles, pipes, ducts and wires, any and all of them and for any other utility purposes that the GRANTEE may deem necessary, said General Utility Easement being over, along, across, through, in and under the following lands in the County of Jackson, State of Missouri, to-wit:

GENERAL UTILITY EASEMENT

See attached Exhibit "A" for legal description of property.

further granting unto said GRANTEE, and those with GRANTEE's permission, their agents, employees and/or independent contractors, full and free right and authority to go upon the above-described General Utility Easement and so much of GRANTOR(S) land adjacent thereto as may be reasonably necessary to include but not be limited to locating, installing, constructing, reconstructing, operating, repairing, replacing and/or maintaining such utilities and/or facilities as GRANTEE may deem necessary over, along, across, through, in and under the foregoing lands herein described, including, but not limited to the right and privilege at any time and from time to time to enter on said General Utility Easement and to include but not be limited to erecting, constructing, maintaining, repairing and relocating pipes, ducts and facilities for water, gas, sanitary sewer, wastewater, storm sewer and/or drainage facilities, and poles, wires and all appurtenances thereto, for the transmission and distribution of electrical energy and for communication purposes, and including, but not limited to the right and privilege at any time and from time to time to patrol said General Utility Easement, and to cut, clear, top and trim such brush and trees, if any, on or adjacent to said General Utility Easement as may be necessary or desirable to maintain any utilities, facilities and/or appurtenances thereon.

TO HAVE AND TO HOLD THE SAME, together with all appurtenances and immunities thereunto belonging or in any wise appertaining, unto the said City of Independence, Missouri, a Municipal Corporation, and unto its successors and assigns forever.

The granting of this easement shall not be construed to prohibit the GRANTOR(S) from developing any adjoining property or from the laying out, establishing and constructing pavement, surfacing of roadways, curbing and gutters along, upon, over or across said General Utility Easement or any portion thereof; provided, however, said General Utility Easement shall be kept free from buildings and any other structure or obstruction (except sidewalks, roadways, pavement, grass, shrubs, fences, or curbs), which will interfere with the GRANTEE in entering upon said adjacent land and General Utility Easement for the purposes allowed by the General Utility Easement including but not limited to laying, constructing, reconstructing, operating, repairing and/or maintaining improvements, utilities, facilities and/or appurtenances GRANTEE deems necessary.

GRANTOR(S) further state that GRANTOR(S) are lawfully seized of an indefeasible title in fee of the lands through which said General Utility Easement is granted, and that GRANTOR(S) have good and lawful title and right to convey said General Utility Easement to the GRANTEE.

IN WITNESS WHEREOF, the grantor(s) have hereunto set its hands and seals this 4th day of June, 2008.

By: Michael P. DiSantillio
Michael R. DiSantillio

By: Jeanne M. DiSantillio
Jeanne M. DiSantillio

ACKNOWLEDGMENT

STATE OF Missouri }
COUNTY OF Jackson } ss
}

On this 6th day of June, 2008, before me, a Notary Public, personally appeared, MICHAEL R. DISANTILLIO AND JEANNE M. DISANTILLIO, HUSBAND AND WIFE, to me personally known, who, being by me duly sworn, they acknowledged that they executed said instrument as their free act(s) and deed(s).

IN TESTIMONY 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.

My commission expires 4/12/2010

Mindy Ann Combelleck
Notary Public in and for said
County and State



EXHIBIT "A"
(08-09)

General Utility Easement:

A General Utility Easement on Lots 4 and 5 of INDEPENDENCE CENTER, a subdivision in the S ½ of Section 20, Township 49, Range 31, Independence, Jackson County, Missouri; including a resurvey of HURSHMAN HEIGHTS, more particularly described as follows:

Commencing at the Northwest Corner of said Lot 4 (said point being a 1/2" iron bar & cap LS 2214); thence S 89°56'25"E 69.75' to the Point of Beginning; thence S 89°56'25"E, 0.18'; thence continuing S 89°56'25"E 18.23'; thence S 35°24'31"E, 90.13'; thence S 54°35'29"W, 15.00'; thence N 35°24'31"W, 100.82'; to the Point of Beginning.

Containing 1,402.38 square feet.

[illegible]

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

25-012 **1R** An ordinance authorizing the award of funds to Burns & McDonnell, Inc. and AspenTech OSI totaling \$841,711 for a six-year project to fulfill the Federal Energy Regulatory Commission (FERC) Order No. 881; further authorizing Council action to issue purchase orders for fiscal year 2025 to Burns & McDonnell in the amount of \$309,225 and AspenTech in the amount of \$99,470 for a total of \$408,695 for the Power and Light Department; and authorizing future change orders not to exceed 10% of the entire six-year project, \$84,171.10; and appropriating \$408,695 from the Power & Light reserve fund balance to fund the fiscal year 2025 portion of the project. **1R Read**

Recommendations:

Staff recommends approval.

Background:

The Federal Energy Regulatory Commission (FERC) issued Order No. 881 to help lower costs for consumers by improving both the accuracy and transparency of transmission line ratings. FERC 881 requires the consideration of ambient temperatures when calculating equipment ratings as well as ambient-adjusted rating (AAR) submissions to the Regional Transmission Organization (RTO), which is Southwest Power Pool (SPP).

IPL seeks to engage Burns & McDonnell as well as AspenTech OSI to facilitate the necessary hardware and software upgrades in accordance with FERC 881. With Burns & McDonnell, this work includes the integration of AARs into equipment ratings, and the development of ratings tables that can be exported to OSI, whose software will report current temperature-based ratings to SPP. Additionally, IPL seeks to employ Burns & McDonnell to facilitate updates to IPL ratings methodologies and static, season-based FAC-008 ratings calculated with these methodologies for compliance with both FERC Order 881 and Northern American Electric Reliability Corporation (NERC) FAC-008 standards.

IPL is required to comply with SPP guidelines as our RTO as well as to NERC FAC-008 standards and 18 CFR RM20-16-001 (FERC Order 881). Both Burns & McDonnell and AspenTech OSI are included in the list of vendors providing services supporting FERC Order 881 from the Ambient Adjusted Ratings Implementation Task Force (AARITF), which IPL staff use to select and negotiate contracts.

Emergency Justification:

Fiscal Impact:

The proposed solution is a 6-year project. The Burns & McDonnell cost for fiscal year 2025 totals to \$309,225; this cost includes an up-front cost of \$247,225, as well as a software subscription cost for 2025 of \$62,000. Additionally, AspenTech OSI's contract proposal requests \$99,470 for 2025, including a year-long software subscription cost. The grand total of the project cost and fiscal impact on the city for fiscal year 2025 is \$408,695. The subscription cost of software from both companies for years 2 through 6 adds \$433,016 to this project, which will be budgeted and paid for in the respective budget year. The 6-year total project cost and total fiscal impact of the city is \$841,711.

The City Manager is authorized to approve future change orders to the contract as necessary to complete the project without Council approval, as long as the total of all such change orders does not exceed 10%, and/or time extensions as deemed appropriate by the City Manager, provided the funds necessary for said change orders are in fact available, and provided that a copy of each change order is approved by the City Manager, is identified as being authorized by this ordinance and is filed with the City Clerk.

The department is requesting an appropriation transfer from Power & Light's reserve fund balance for the fiscal year 2025 for this project. This is a new appropriation not included in the approved fiscal year 2025 budget.

Fiscal Year	Amount
FY 25	\$408,695
FY 26	\$80,259
FY 27	\$83,312
FY 28	\$86,482
FY 29	\$89,769
FY 30	\$93,194
Total	\$841,711

Council Action:

Department / Contact	Power and Light /
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REVIEWERS

Khristina Irvine
Joseph Hegendeffer
Melissa Cabrera
Jeremy Cover

Zachary Walker
Susanne Holland

ATTACHMENTS:

1. FERC 881 AAR Compliance Ordinance 1-24-25 - KI Draft (002)
2. Management Analyst Memo IPL Master Professional Configuration Services Per FERC 881-REVISED
3. Sole - Emergency Source Form - BMAC FERC 881 Total 6 year Costs of Services MSK1.7.25
4. 1898 IPL FERC 881 Letter of Proposal - Revised 12-23-24
5. Contract - Professional Services BMAC FERC 881 FRM-LRM Support Services Fiscal 2025 1.7.252 Signed BMcD
6. Sole - Emergency Source Form - BMAC FERC 881 FRM-LRM Services MSK1.7.25
7. Burns McDonnell FaciliRate_Master IPL_BMCD executed by BMcD 1.31.25
8. Sole - Emergency Source Form - BMAC FERC 881 Static Table Services MSK1.7.25
9. FERC 881 CFR 2022-11233
10. NERC Reliability Standard FAC-008-5
11. Consolidated_Quote_Rev2

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING COUNCIL ACTION TO AWARD FUNDS TO BURNS & MCDONNELL, INC. AND ASPENTECH OSI TOTALING \$841,711 FOR A SIX-YEAR PROJECT FOR FISCAL YEAR 2025 – 2030 TO FULFILL THE FEDERAL REGULATORY COMMISSION ORDER NO. 881; FURTHER AUTHORIZING COUNCIL ACTION TO ISSUE PURCHASE ORDERS FOR FISCAL YEAR 2025 EXPENDITURES TO BURNS & MCDONNELL, INC. IN THE AMOUNT OF \$309,225 AND ASPENTECH OSI IN THE AMOUNT OF \$99,470 FOR A TOTAL OF \$408,695 FOR THE POWER AND LIGHT DEPARTMENT; AND AUTHORIZING FUTURE CHANGE ORDERS NOT TO EXCEED 10% OF THE ENTIRE SIX-YEAR PROJECT, \$84,171.10; AND APPROPRIATING \$408,695 FROM THE POWER & LIGHT RESERVE FUND BALANCE TO FUND THE FISCAL YEAR 2025 PORTION OF THE PROJECT.

WHEREAS, The City Council of the City of Independence, Missouri, finds it necessary to fund this Federal Energy Regulatory Commission (FERC) Order No. 881 six-year project for the Power & Light Department; and,

WHEREAS, The City Council of the City of Independence, Missouri, understands that the Power and Light Department is being regulated by the FERC Order No. 881 to help lower costs for consumers by improving both the accuracy and transparency of transmission line ratings; and,

WHEREAS, Burns & McDonnell, Inc. and AspenTech OSI have both provided quotes to help facilitate the necessary hardware and software upgrades in accordance with FERC Order No. 881, but will not complete their services until a purchase order is authorized; and,

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

SECTION 1. That the City Manager of the City of Independence, Missouri, shall be and is hereby authorized and directed to award funds to Burns & McDonnell, Inc. and AspenTech OSI totaling Eight Hundred Forty-One Thousand Seven Hundred and Eleven Dollars and Zero Cents \$841,711 for a six-year project for fiscal year 2025-2030 to fulfill the FERC Order No. 881.

SECTION 2. That the City Manager of the City of Independence, Missouri, shall be and is hereby authorized and directed to issue purchase orders for fiscal year 2025 expenditures to Burns & McDonnell, Inc. in the amount of Three Hundred Nine Thousand Two Hundred and Twenty-Five Dollars and Zero Cents \$309,225 and AspenTech OSI in the amount of Ninety Nine Thousand Four Hundred Seventy Dollars and Zero Cents \$99,470 for a total of Four Hundred Eight Thousand Six Hundred Ninety-Five Dollars and Zero Cents \$408,695 for the Power and Light Department.

SECTION 3. That the City Manager is authorized to approve future change orders to the purchase order as may be necessary to cover additional costs of this six-year project, as long as the total of all such change orders does not exceed Eighty-Four Thousand One Hundred Seventy-One Dollars and Ten Cents (\$84,171.10) as deemed appropriate by the City Manager, and provided a copy of each change order is approved by the City Manager, is identified as being authorized by this ordinance and is filed with the City Clerk.

SECTION 4. That the City Manager is further authorized to appropriate up to Four Hundred Eight Thousand Six Hundred Ninety-Five Dollars and Zero Cents (\$408,695) from the Power & Light's reserve fund balance to fund the fiscal year 2025 portion of this project. This will be a new appropriation separate from the approved Power & Light's FY 2024-2025 budget.

PASSED THIS _____ DAY OF _____, 2025, 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



MEMORANDUM

DATE: January 17th, 2025

TO: Honorable Mayor & Members of the City Council

FROM: Andrew R. Frazier, Management Analyst

SUBJECT: Master Professional Configuration & Subscription Service Agreement for FERC 881 Compliance



I have reviewed the contract information to ensure compliance with the contracting process per Section 1.43.007(D) of the City Code: The Management Analyst shall audit all proposed City contracts anticipated to cost in excess of \$2,000,000.00 or scheduled to be in effect for more than 12 months and anticipated to cost in excess of \$500,000.00 prior to the proposed contracts being submitted to the City Council.

Before you is an ordinance that authorizes the City Manager to enter into agreements with Burns & McDonnell (BMcD) Company and AspenTech OSI with a projected total cost of \$807,586 over six years. Independence Power & Light (IPL) seeks to engage BMcD and AspenTech OSI for essential software upgrades to achieve compliance with FERC Order 881, which has a compliance deadline of July 1, 2025. This project includes the integration of ambient-adjusted rating submissions (AARs) into equipment ratings and the development of ratings tables for exporting data to the Southwest Power Pool (SPP).

City staff have provided the me with all relevant documentation, including verification of actions taken in accordance with the Qualifications Based Selection method for single-source procurement. This agreement is satisfactory, and all parties have fulfilled their obligations as required. The contract with BMcD will encompass the necessary work and services specified in the Master Professional Configuration & Subscription Services Agreement.

Per Section 34.040 of the Missouri Revised Statutes regarding Competitive Bidding and Chapter 8, Article 6, section 004 of the Independence Code, IPL contacted Toth & Associates, BMcD, and AspenTech OSI to make a single source inquiry about meeting the implementation deadline. Toth & Associates could not meet the deadline; BMcD and AspenTech OSI could meet the deadline. IPL staff reviewed each of the firm's proposals and decided to pursue BMcD and AspenTech OSI 6-year contracts totaling \$807,586.



All pertinent documents have been reviewed, and I find no provision that would be considered harmful or unacceptable to the City.

Please let me know if you should have any further questions regarding this matter.

Respectfully,

A handwritten signature in black ink, appearing to read "Andrew R. Frazier".

Andrew R. Frazier, MPA,
Management Analyst

- C. Zachary Walker, City Manager
Joseph Hegendeffer, Director of Independence Power & Light
Susanne Holland, City Clerk

PROCUREMENT SOURCE JUSTIFICATION

For Sole Source or Emergency Purchases Above \$10,000

A sole source is defined as: Only one vendor that possesses the unique and singularly available capability to meet the requirement of the procurement	
An emergency purchase is defined as: A purchase necessary to alleviate a situation in which there is a threat to health, welfare, or safety, and/or where time does not allow time for normal procurement procedures.	
All purchases shall follow the City of Independence Procurement Policy.	
I REQUEST THAT THE REFERENCED PURCHASE BE DECLARED A SOLE SOURCE OR EMERGENCY PURCHASE.	
Proposed supplier name and address: Burns & McDonnell Engineering Company, Inc. 9400 Ward Parkway, KCMO 64114	Munis Vendor ID # Or attach Supplier's W-9 Form
Purchase Requisition #:	Estimated cost: \$ 658,234.00
If this is a sole source purchase, check all that apply: ☐ Licensed or patented – supplier has a license or patent that makes them the Limited provider. ☐ One-of-a-kind – there are no competitive alternatives available on the market. ☐ Limited Distributor – Supplier is the Limited distributor for the region or municipality ☒ Compatibility – must match existing brand or equipment for compatibility. ☐ Warranty/Replacement part – for a specific brand or factory authorized warranty services. ☐ Grant – Requirements for specific goods/services established in the grant language. Attach grant for support. ☒ Unique design – must meet physical design or quality standards. ☐ Public Utility Services – Necessary adjustment of utility facilities. ☐ Other – <u>FERC 881 Compliance Services - BMAC approved vendor by SPP for this work and ties into related transmission studies being performed by BMAC.</u>	
If this is an emergency purchase, check all that apply and give a brief description of the situation: ☐ Response to a threat to health, welfare or public safety ☐ Protection of preservation of public property ☐ Major project's timeline does not allow for normal procedures in order to be completed Description – _____ _____ _____	
STATEMENT OF NEED AND CERTIFICATION: My department's recommendation for this expenditure is based upon an objective review of the product/service required and appears to be in the best interest of the City of Independence. I know of no conflict of interest with this request. No gratuities, favors or compromising action have taken place. Neither has my personal familiarity with particular brands, types of equipment, materials or firms been a deciding influence on my request to source this purchase when there are other known suppliers to exist. By submitting this form to Munis, I hereby certify that this justification for procurement is accurate and complete to the best of my knowledge and belief.	
Department Head Authorization	
Name: Joe Hegendeffer	Department: Power & Light
Signature:	Title: Director of Power & Light
City Manager Authorization (Emergency Purchases Only)	
Signature:	Date:

DATE: 12/23/2024

Proposed Scope of Services

Task 1 - FERC Order 881 and FAC-008 Compliance Recommendations

Independence Power and Light (IPL) wishes to retain 1898 & Co. to assist in conducting a review of IPL's existing Facility Ratings Methodology (FRM) to identify areas requiring updates for FERC Order 881 compliance, referred to as the Order. 1898 & Co. will deliver a report on targeted areas of Order compliance to include recommendations for adoptions to achieve compliance.

- Ambient temperature zones considerations.
- Seasonal temperature considerations for the required Seasonal rating calculations based on historic data.
- Ambient and environmental considerations for in scope equipment using the latest IEEE standards.
 - The following technical considerations are required to be assessed:
 - Wind – review historical seasonal wind speed.
 - Ambient temperature.
 - Day of year and time of day (local sun time) for each daytime season to capture solar heating.
 - Line direction.
 - Line elevation.
 - Coefficient of Solar Absorptivity.
 - Coefficient of Solar Emissivity.
- Temperature limits for conductors include jumpers and strain bus and rigid bus.
- Considerations for the emergency rating time limits and temperature impacts.
- Normal and emergency rating considerations for power transformers, circuit breakers, disconnect switches, instrument transformers, wave traps, and series and shunt compensation devices.

1898 & Co. will assess the above areas of focus using data and information obtained from IPL Subject Matter Experts (SMEs), the existing FAC-008 Facility Rating Methodology (FRM), draft recommendations and requirements from the Southern Power Pool (SPP) Ambient Adjusted

Ratings Implementation Task Force (AARITF), industry best practice and regulatory guidance to develop a report identifying recommendations for the required written Transmission Line Rating Methodology (LRM) as set forth in the Order. 1898 & Co. will provide consulting support to work with IPL SMEs to understand the existing facility ratings framework at IPL. Areas of focus will include:

- Interviewing IPL staff as required to understand the overall existing process for rating applicable equipment subject to NERC FAC-008 and the Order.
- Identification of methods, including IEEE standards, for use in calculating Ambient Adjusted Ratings (AARs), Normal, Emergency and Seasonal Ratings as required by the Order.
- Considerations for normal, emergency and seasonal ratings as required by the Order.

Deliverable:

1898 & Co. will submit a written assessment report with recommendations to IPL for consideration and adoption for its written Transmission LRM as required by the Order.

Task 2 – FERC Order 881 Transmission Line Rating Methodology

Upon acceptance and agreement with the recommendation report, 1898 & Co. will develop for IPL, a draft written LRM-FRM document that combines the requirements of FAC-008 and the Order. This LRM-FRM will include methodologies for rating all applicable equipment identified in Task 1.

The LRM-FRM will include the accepted and adopted recommendations from Task 1 and adhere to the requirements of the Order. Implementation of the LRM-FRM, in the form of AAR, Normal, Emergency and Seasonal ratings calculations and/or tables are not included in Task 2. A separate written agreement will be required to develop and calculate the AARs, Normal, Emergency and Seasonal ratings for IPL in scope equipment.

The support for Services under this agreement shall expire 05/30/2025, unless extended in writing by the parties. All miscellaneous expenses approved by IPL, will be billed at actual costs.

The LRM-FRM will include references to the most recent published versions of IEEE standards (or draft standards if appropriate). As part of this effort, 1898 & Co. will also review the IPL FRM and ascertain if updating the document to include references to the latest standards will necessitate ratings changes. The proposed work will not include the calculation of those ratings changes if they are required.

Deliverable:

1898 & Co. will deliver a draft written LRM-FRM document that combines the requirements of FAC-008 and the Order.

General Assumptions

1898 & Co. recognizes that the establishment of this project is a complex effort and that not all possible variables are provided within this proposal. Therefore, it is acknowledged that 1898 & Co. has made some assumptions about the project and IPL specific requirements. Any assumptions are identified below:

- 1898 & Co. will provide IPL with the Personnel Risk Assessment (PRA) result of 1898 & Co. consultants who will be assigned to the IPL project.
- 1898 & Co. will make every attempt to implement mandatory and enforceable Reliability Standards and FERC Order 881 requirements in effect at the start of the project and anticipated to become effective at the delivery of the project. The Standards Drafting Team, NERC, FERC, SPP and other governing bodies are continuously proposing modifications based on changes in interpretation of the Reliability Standards. If FERC standards or requirements change during the course of this project, 1898 & Co. will notify IPL and there may be a change order necessary to meet the updated requirements.
- 1898 & Co. will accept all equipment and location records provided by IPL as adequate for use without independent verification.
- 1898 & Co. will not perform any additional work outside of this proposed scope of work described in this proposal without the expressed consent and permission of authorized IPL personnel, including a signed Change Order.
- Should IPL accept this proposal 1898 & Co. will provide a detailed Statement of Work to IPL to execute prior to 1898 & Co. commencing work.
- IPL power relays in scope for the Order are housed in climate-controlled enclosures and not subject to AARs.
- 1898 & Co. will provide recommendations based on the latest IEEE standards, industry experience, and the latest draft documents from the SPP AARITF at the time of project kickoff. If IPL desires alternate methodologies (e.g. a particular IEC standard, a superseded version of an IEEE standard, or other regional guidance) IPL will identify these alternate methodologies and provide them to 1898 & Co. within the first week of project work.
- The proposed statement of work does not include the calculation of new, or the verification of existing, Facility Ratings or Ambient Adjusted Ratings

Responsibilities of Client

- Respond to data requests within five business days
- Identify and make available stakeholders and subject matter experts for interviews



- Provide comments on deliverables within five business days

Timeline

The proposed scope of services is estimated to take two months, starting on the notice to proceed date we receive from IPL once the Statement of Work is signed and purchase order received.

Compensation

The price for the Proposed Statement of Work is not to exceed \$56,100 Time and Materials according to the following rate sheet [BMR25-10-rev.pdf](#):

Schedule of Hourly Professional Service Billing Rates

Position Classification	Classification Level	Hourly Billing Rate
General Office *	5	\$88.00
Technician *	6	\$110.00
Assistant *	7	\$134.00
	8	\$185.00
	9	\$219.00
Staff *	10	\$253.00
	11	\$277.00
Senior	12	\$316.00
	13	\$340.00
Associate	14	\$348.00
	15	\$350.00
	16	\$352.00
	17	\$356.00

NOTES:

1. Position classifications listed above refer to the firm's internal classification system for employee compensation. For example, "Associate", "Senior", etc., refer to such positions as "Associate Engineer", "Senior Architect", etc.
2. For any nonexempt personnel in positions marked with an asterisk (*), overtime will be billed at 1.5 times the hourly labor billing rates shown.
3. For outside expenses incurred by Burns & McDonnell, such as authorized travel and subsistence, and for services rendered by others such as subcontractors, the client shall pay the cost to Burns & McDonnell plus 10%.
4. A charge will be applied at a rate of \$9.95 per labor hour for technology usage, software, hardware, printing & reprographics, shipping and telecommunications. Specialty items are not included in the technology charge.
5. Monthly invoices will be submitted for payment covering services and expenses during the preceding month. Invoices are due upon receipt. A late payment charge of 1.5% per month will be added to all amounts not paid within 30 days of the invoice date.
6. The services of contract/agency and/or any personnel of a Burns & McDonnell parent, subsidiary, affiliate, or related or associated entity shall be billed to Owner according to the rate sheet as if such personnel is a direct employee of Burns & McDonnell.

CONTRACT FOR PROFESSIONAL SERVICES

This contract, made by and between the City of Independence, Missouri (hereinafter called City) and, Burns & McDonnell Engineering Company Inc., a Missouri Corporation (hereinafter called Consultant).

WITNESSETH:

WHEREAS, City requires consulting services for revisions to Facilities Ratings Methodology (FRM) and transmission Line Ratings Methodology (LRM) for IPL and,

WHEREAS, consultant is prepared to provide said professional services and shall give consultation and advice to City during the performance of said services;

NOW THEREFORE, City and Consultant in consideration of the mutual covenants contained in this contract, agree as follows:

ARTICLE 1 – EFFECTIVE DATE

The effective date of this contract shall be February 14, 2025.

ARTICLE 2 – SERVICES TO BE PERFORMED BY CONSULTANT

Consultant shall perform the services set forth in the documents attached hereto and made a part of this contract, which include one or more of these documents: Request for Proposals, scope of work, statement of work, consultant's proposal, and pricing. (See attached Consultants Proposal dated December 23, 2024)

ARTICLE 3 – PERIOD OF SERVICE

The services shall be completed by July 1, 2025.

ARTICLE 4 – COMPENSATION

For services performed, the City shall pay the consultant, an amount not to exceed \$56,100.00.

Regular (e.g. monthly) invoices shall be submitted by the Consultant to the City for payment of services performed and expenses incurred during the preceding month. Invoices shall indicate the hours expended for each individual person, the total labor billing, and a summary of other expenses and charges with supporting documentation.

The City's payment terms are Net 30. Payment will be made by the City within thirty (30) days of receipt of the complete invoice. The City's preferred method of payment is via City credit card with no added fees. If credit is not acceptable, payment will be made by check.

The City is exempt from State of Missouri sales and use taxes on purchases made directly for the City. Consultant shall not include any sales or use taxes on transactions between the Consultant and City.

ARTICLE 5 – PERMITS AND LICENSES

The Consultant shall procure all necessary local construction permits and licenses and a City of Independence occupation license, unless exempt under state law. Consultant will abide by all applicable laws, regulations, and ordinances of all federal, state, and local governments in which work under this contract is performed, and will require the same of all sub-consultants. The consultant must furnish and maintain certification of authority to conduct business in the State of Missouri.

ARTICLE 6 – OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY

Except as otherwise provided herein, documents, drawings, and specifications prepared by Consultant as part of the services shall become the property of City, provided Consultant has the unrestricted right to their use. Notwithstanding the foregoing, City accepts that any re-use of the documents or intellectual property shall be at City's sole risk and liability.

ARTICLE 7 – CHANGES, DELETIONS, OR ADDITIONS TO CONTRACT

Either party may request changes within the general scope of this Contract. If a requested change causes an increase or decrease in the cost or time required to perform this contract, City and Consultant will agree to an equitable adjustment of the contract price, period of service, or both, and will reflect such adjustment in a change order or formal modification.

ARTICLE 8 – STANDARD OF CARE

Consultant shall exercise the same degree of care, skill, and diligence in the performance of the services as is ordinarily possessed and exercised by a peer professional under similar circumstances. If Consultant fails to meet the foregoing standard of care, Consultant will re-perform the services which are necessary to correct failures of this standard of care, at its own cost, and without reimbursement from City. Failures to meet this standard of care shall be reported to the Consultant in writing within one (1) year from the performance of the Services. This obligation to re-perform the services is Consultant's sole obligation and City's sole and exclusive remedy with respect to defects in the quality of the services.

ARTICLE 9 – LIABILITY AND INDEMNIFICATION

Having considered the potential liabilities that may exist during the performance of this contract and the consultant's fee, and in consideration of the mutual covenants contained in the contract, City and consultant agree to allocate and limit such liabilities in accordance with this article.

Consultant agrees, to the fullest extent permitted by law, to indemnify and hold harmless the City, its officers, directors, and employees against all damages, liabilities, or costs, including reasonable attorney fees and defense costs, to the extent caused by the consultant's negligent performance of professional services under this contract and that of its sub-consultants or anyone for whom the consultant is legally liable. Consultant shall indemnify City against legal liability for damages arising out of claims by consultant's employees.

Except in cases of gross negligence or willful misconduct and except to the extent such damages are otherwise covered by the insurance requirements set forth herein, in no event will either party be liable under this agreement to the other party or its affiliates for any special, indirect, consequential, including, without limitation, damages or losses in the nature of increase project costs, loss of revenue or profit, lost production, claims by customers of city, or governmental fines or penalties.

To the fullest extent permissible by law, the total liability, in the aggregate, of Consultant, its officers, directors, shareholders, employees, agents, affiliates, subcontractors and subconsultants, and any of them, to City and anyone claiming by, through or under City, for any and all claims, losses, liabilities, costs or damages whatsoever arising out of, resulting from or in any way related to the services or this Agreement, including, but not limited to, tort claims, claims of negligence (of any degree), professional errors or omissions, breach of contract, breach of warranty, indemnity claims and strict liability of Consultant, its officers, directors, shareholders, employees, agents, subcontractors and subconsultants, and any of them, or otherwise shall not exceed the total compensation actually received by Consultant

for the price of the work order which references this Agreement under which the subject services are being performed.

ARTICLE 10 – INSURANCE

Architect, Engineering, and Survey Services

The Consultant shall procure and maintain insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the materials, equipment or supplies provided to the City. The insurer(s) must be licensed for business in the State of Missouri and maintain an A.M. Best rating of no less than A: VII; or an insurer approved by the City. Each policy requires a minimum cancellation notification of at least thirty (30) days' advance written notice to the City.

(1) General Liability Insurance, with bodily injury and property damage limits of \$1,000,000 for each occurrence with a \$2,000,000 general aggregate and \$2,000,000 products and completed operations aggregate.

(2) Professional Liability or Errors and Omissions Insurance, with a limit of \$1,000,000 annual aggregate.

(3) Automobile Liability Insurance, with bodily injury limits of \$1,000,000 for each person and \$1,000,000 for each accident, and with property damage limits of \$1,000,000 for each accident.

The City is to be named as an additional insured as the City's interest may appear for the General Liability. The Consultant's insurance shall be primary and any insurance or self-insurance maintained by the City shall be excess for the City and not contribute with the coverage maintained by the Consultant.

The City shall not obtain worker's compensation insurance on behalf of the Consultant or the employees of the Consultant. The Consultant shall comply with the worker's compensation law concerning its business and its employees.

ARTICLE 11 – SHIPPING, TITLE AND RISK OF LOSS

All sales and deliveries are F.O.B. City.

ARTICLE 12 – DELAY IN PERFORMANCE

Neither City nor consultant shall be considered in default of this contract for delays in performance caused by circumstances beyond the reasonable control of the nonperforming party. For purposes of this contract, such circumstances include, but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; war, riots, and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage; judicial restrains; and inability to procure permits, licenses, or authorizations from any local, state, or federal agency for any of the supplies, materials, accesses, or services required to be provided by either City or consultant under this contract. If such circumstances occur, the non-performing party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this contract.

ARTICLE 13 – TERMINATION

City may terminate or suspend performance of this contract for City's convenience upon written notice to consultant. Consultant shall terminate or suspend performance of the services on a schedule acceptable to City. If termination or suspension is for City's convenience, City shall pay consultant for all

the services performed until the date of the termination by the City or suspension expenses. If contract is restarted, an equitable adjustment shall be made to Consultant's compensation.

This contract may be terminated by either party upon written notice in the event of substantial failure by the other party to perform in accordance with the terms of this contract. The nonperforming party shall have 15 calendar days from the date of the termination notice to cure or to submit a plan for cure acceptable to the other party. In the event that funding for the contract is discontinued, City shall have the right to terminate this contract immediately upon written notice to Consultant.

ARTICLE 14 – WAIVER

A waiver by either City or Consultant of any breach of this contract shall be in writing. Such a waiver shall not affect the waiving party's rights with respect to any other or further breach.

ARTICLE 15 – SEVERABILITY

The invalidity, illegality, or unenforceability of any provision of this contract or the occurrence of any event rendering any portion or provision of this contract void shall in no way affect the validity or enforceability of any other portion or provision of this contract. Any void provision shall be deemed severed from this contract, and the balance of this contract shall be construed and enforced as if this contract did not contain the particular portion or provision held to be void. The parties further agree to amend this contract to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this article shall not prevent this entire contract from being void if a provision which is of the essence of this contract be determined void.

ARTICLE 16 – SUCCESSORS AND ASSIGNS

City and Consultant each binds itself and its directors, officers, partners, successors, executors, administrators, assigns, and legal representatives to the other party to the contract and to the directors, officers, partners, successors, executors, administrators, assigns, and legal representatives of such other party in respect to all provisions of this contract.

ARTICLE 17 – ASSIGNMENT

Neither City nor Consultant shall assign any rights or duties under this contract without the prior written consent of the other party. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this contract.

ARTICLE 18 – THIRD PARTY RIGHTS

Nothing in this contract shall be construed to give any rights or benefits to anyone other than City and Consultant.

ARTICLE 19 – INDEPENDENT CONSULTANTS

Each party shall perform its activities and duties hereunder only as an independent consultant. The parties and their personnel shall not be considered to be employees or agents of the other party. Nothing in this contract shall be interpreted as granting either party the right or authority to make commitments of any kind for the other. This contract shall not constitute, create, or in any way be interpreted as a joint venture, partnership or formal business organization of any kind.

ARTICLE 20 – AUDIT

Consultant agrees that the City, or a duly authorized representative, shall, until the expiration of three (3) years after final payment under this contract have access to and the right to examine and copy any

pertinent books, documents, papers, records, or electronic records of the Consultant involving transactions related to this contract.

ARTICLE 21 – OWNER’S ENGINEER

Consultant is directed to rely upon information provided by or through City, without independent verification. When Consultant services require Consultant to view or observe work product prepared by the City or others working on behalf of City, the parties agree that such observation is solely for the purpose of understanding the information and work product. The review is not intended to be exhaustive and the observation was not invasive; nor is the limited review to validate, confirm, or assure another engineer’s calculations, design or efficacy, nor done as a QA/QC process, and thus should not be considered as recommendations to change design or as necessary to be implemented. Rather the limited review is solely to provide the City opinions and/or considerations that the City may or may not want to consider. No action or implementation regarding any opinion, recommendation, or observation expressed should be implemented without the involvement of the design engineer. Nothing provided herein or in any report or deliverable to City shall be interpreted by any party as Consultant taking responsibility for the design, and/or being the engineer of record or responsible charge; any comments etc., are strictly for City consideration, and may only be properly considered and incorporated into the design by the engineer of record. Consequently, the parties agree that Consultant has no duty to discover defects, deficiencies or problems that may exist in any work product that is observed.

ARTICLE 22 – EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this contract or purchase order, the Consultant agrees as follows: The Consultant will not discriminate against any employee or applicant for employment because of race, age, color, religion, sex, national origin or any other legally protected category. The Consultant will take affirmative action to ensure that applicants are employed, and that employees are treated fairly during employment, without regard to their race, age, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

The Consultant will, in all solicitations or advertisements for employees placed by or on behalf of the Consultant, state that all qualified applicants will receive consideration for employment without regard to race, age, color, religion, sex, or national origin.

The Consultant will send to each labor union or representative of workers with which Consultant has a collective bargaining agreement or other contract or understanding, a notice to be provided by a contract compliance officer advising the said labor union or workers' representatives of the Consultant's commitment under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The Consultant will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

The Consultant will furnish all information and reports required by Executive Order 11246 of

September 24, 1965, and by rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his or her books, records, and accounts by the Department and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

In the event of the Consultant's noncompliance with the non-discrimination clauses of this contract or purchase order with any of the said rules, regulations, or orders, this contract or purchase order may be canceled, terminated, or suspended in whole or in part, and the organization may be declared ineligible for any further government contracts or purchase order or federally assisted contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, or by rules, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

The Consultant will include the entire text of this Equal Employment Opportunity section and its subsections in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each sub-consultant or vendor. The Consultant will take such action with respect to any sub-consultant or purchase order as the City may direct as a means of enforcing such provisions, including sanctions of noncompliance; provided, however, that in the event a consultant becomes involved in, or is threatened with litigation with a sub-consultant or vendor as a result of such direction by the City, the Consultant may request the United States to enter into such litigation to protect the interest of the United States.

ARTICLE 23 – GOVERNING LAW

This contract shall be governed by the laws of the State of Missouri. The City and the Consultant agree that the performance of this contract will be deemed to have occurred in the State of Missouri and that consultant's performance under this contract will be deemed the transaction of business in Missouri. Jurisdiction and venue for any claim or cause of action arising under this contract shall be exclusively in the Sixteenth Judicial Circuit of Missouri and the Consultant submits to personal jurisdiction of and waives any personal jurisdiction or inconvenient forum objection to, that court.

ARTICLE 24 – COMMUNICATIONS

Any communication required by this contract to the Consultant shall be made in writing to the authorized representative named on the completed front page or response page of the solicitation. Any communication required by this contract with the City shall be to:

Mitch Krysa, P.E.
Power Engineering Manager
Independence Power & Light
17221 E 23rd Street South
Independence, MO 64051
mkrysa@indepmo.org
816-525-7468

Nothing contained in this article shall be construed to restrict the transmission of routine communications between representatives of Consultant and City.

ARTICLE 25 – SEPARATE CONTRACTS

City and Consultant each reserve the right to, from time to time, enter into other contracts for specific projects. If such contracts are separately approved in writing by the parties, the terms and conditions of those contracts shall prevail for the specific projects set forth therein.

ARTICLE 26 – ENTIRE CONTRACT

This contract represents the entire agreement between the City and Consultant. All previous or contemporaneous agreements, representations, promises and conditions relating the Consultant's services described herein are superseded. The RFP including the terms and conditions, the Consultant's response and written proposal, and purchase order (where applicable) shall constitute the entire contract. If these General Terms & Conditions be in conflict with any attached Special Conditions, the Special Conditions will supersede the General Terms & Conditions. In case of a discrepancy, the purchase order shall take precedence over the RFP and the RFP shall take precedence over the Consultant's response and written proposal.

ARTICLE 27 – SURVIVAL OF TERMS

The following provisions shall survive the expiration or termination of this contract for any reason: if any payment obligations exist, Article 4 – Compensation; Article 5 – Permits and Licenses; Article 9 – Liability and Indemnification; Article 14 – Waiver; Article 15 – Severability; Article 17 – Assignment; Article 19 – Independent Consultants; Article 23 – Governing Law; Article 26 – Entire Contract; and this Article 27 – Survival of Terms.

IN WITNESS WHEREOF, City and consultant, by and through their authorized officers, have made and executed this contract.

City of Independence, Missouri

Burns & McDonnell Engineering Co.

By: _____

By:  _____

Title: _____

Title: Business Line Leader, Cybersecurity Consulting

Date: _____

Date: 01/14/2025

DATE: 12/23/2024

Proposed Scope of Services

Task 1 - FERC Order 881 and FAC-008 Compliance Recommendations

Independence Power and Light (IPL) wishes to retain 1898 & Co. to assist in conducting a review of IPL's existing Facility Ratings Methodology (FRM) to identify areas requiring updates for FERC Order 881 compliance, referred to as the Order. 1898 & Co. will deliver a report on targeted areas of Order compliance to include recommendations for adoptions to achieve compliance.

- Ambient temperature zones considerations.
- Seasonal temperature considerations for the required Seasonal rating calculations based on historic data.
- Ambient and environmental considerations for in scope equipment using the latest IEEE standards.
 - The following technical considerations are required to be assessed:
 - Wind – review historical seasonal wind speed.
 - Ambient temperature.
 - Day of year and time of day (local sun time) for each daytime season to capture solar heating.
 - Line direction.
 - Line elevation.
 - Coefficient of Solar Absorptivity.
 - Coefficient of Solar Emissivity.
- Temperature limits for conductors include jumpers and strain bus and rigid bus.
- Considerations for the emergency rating time limits and temperature impacts.
- Normal and emergency rating considerations for power transformers, circuit breakers, disconnect switches, instrument transformers, wave traps, and series and shunt compensation devices.

1898 & Co. will assess the above areas of focus using data and information obtained from IPL Subject Matter Experts (SMEs), the existing FAC-008 Facility Rating Methodology (FRM), draft recommendations and requirements from the Southern Power Pool (SPP) Ambient Adjusted

Ratings Implementation Task Force (AARITF), industry best practice and regulatory guidance to develop a report identifying recommendations for the required written Transmission Line Rating Methodology (LRM) as set forth in the Order. 1898 & Co. will provide consulting support to work with IPL SMEs to understand the existing facility ratings framework at IPL. Areas of focus will include:

- Interviewing IPL staff as required to understand the overall existing process for rating applicable equipment subject to NERC FAC-008 and the Order.
- Identification of methods, including IEEE standards, for use in calculating Ambient Adjusted Ratings (AARs), Normal, Emergency and Seasonal Ratings as required by the Order.
- Considerations for normal, emergency and seasonal ratings as required by the Order.

Deliverable:

1898 & Co. will submit a written assessment report with recommendations to IPL for consideration and adoption for its written Transmission LRM as required by the Order.

Task 2 – FERC Order 881 Transmission Line Rating Methodology

Upon acceptance and agreement with the recommendation report, 1898 & Co. will develop for IPL, a draft written LRM-FRM document that combines the requirements of FAC-008 and the Order. This LRM-FRM will include methodologies for rating all applicable equipment identified in Task 1.

The LRM-FRM will include the accepted and adopted recommendations from Task 1 and adhere to the requirements of the Order. Implementation of the LRM-FRM, in the form of AAR, Normal, Emergency and Seasonal ratings calculations and/or tables are not included in Task 2. A separate written agreement will be required to develop and calculate the AARs, Normal, Emergency and Seasonal ratings for IPL in scope equipment.

The support for Services under this agreement shall expire 05/30/2025, unless extended in writing by the parties. All miscellaneous expenses approved by IPL, will be billed at actual costs.

The LRM-FRM will include references to the most recent published versions of IEEE standards (or draft standards if appropriate). As part of this effort, 1898 & Co. will also review the IPL FRM and ascertain if updating the document to include references to the latest standards will necessitate ratings changes. The proposed work will not include the calculation of those ratings changes if they are required.

Deliverable:

1898 & Co. will deliver a draft written LRM-FRM document that combines the requirements of FAC-008 and the Order.

General Assumptions

1898 & Co. recognizes that the establishment of this project is a complex effort and that not all possible variables are provided within this proposal. Therefore, it is acknowledged that 1898 & Co. has made some assumptions about the project and IPL specific requirements. Any assumptions are identified below:

- 1898 & Co. will provide IPL with the Personnel Risk Assessment (PRA) result of 1898 & Co. consultants who will be assigned to the IPL project.
- 1898 & Co. will make every attempt to implement mandatory and enforceable Reliability Standards and FERC Order 881 requirements in effect at the start of the project and anticipated to become effective at the delivery of the project. The Standards Drafting Team, NERC, FERC, SPP and other governing bodies are continuously proposing modifications based on changes in interpretation of the Reliability Standards. If FERC standards or requirements change during the course of this project, 1898 & Co. will notify IPL and there may be a change order necessary to meet the updated requirements.
- 1898 & Co. will accept all equipment and location records provided by IPL as adequate for use without independent verification.
- 1898 & Co. will not perform any additional work outside of this proposed scope of work described in this proposal without the expressed consent and permission of authorized IPL personnel, including a signed Change Order.
- Should IPL accept this proposal 1898 & Co. will provide a detailed Statement of Work to IPL to execute prior to 1898 & Co. commencing work.
- IPL power relays in scope for the Order are housed in climate-controlled enclosures and not subject to AARs.
- 1898 & Co. will provide recommendations based on the latest IEEE standards, industry experience, and the latest draft documents from the SPP AARITF at the time of project kickoff. If IPL desires alternate methodologies (e.g. a particular IEC standard, a superseded version of an IEEE standard, or other regional guidance) IPL will identify these alternate methodologies and provide them to 1898 & Co. within the first week of project work.
- The proposed statement of work does not include the calculation of new, or the verification of existing, Facility Ratings or Ambient Adjusted Ratings

Responsibilities of Client

- Respond to data requests within five business days
- Identify and make available stakeholders and subject matter experts for interviews



- Provide comments on deliverables within five business days

Timeline

The proposed scope of services is estimated to take two months, starting on the notice to proceed date we receive from IPL once the Statement of Work is signed and purchase order received.

Compensation

The price for the Proposed Statement of Work is not to exceed \$56,100 Time and Materials according to the following rate sheet [BMR25-10-rev.pdf](#):

Schedule of Hourly Professional Service Billing Rates

Position Classification	Classification Level	Hourly Billing Rate
General Office *	5	\$88.00
Technician *	6	\$110.00
Assistant *	7	\$134.00
	8	\$185.00
	9	\$219.00
Staff *	10	\$253.00
	11	\$277.00
Senior	12	\$316.00
	13	\$340.00
Associate	14	\$348.00
	15	\$350.00
	16	\$352.00
	17	\$356.00

NOTES:

1. Position classifications listed above refer to the firm's internal classification system for employee compensation. For example, "Associate", "Senior", etc., refer to such positions as "Associate Engineer", "Senior Architect", etc.
2. For any nonexempt personnel in positions marked with an asterisk (*), overtime will be billed at 1.5 times the hourly labor billing rates shown.
3. For outside expenses incurred by Burns & McDonnell, such as authorized travel and subsistence, and for services rendered by others such as subcontractors, the client shall pay the cost to Burns & McDonnell plus 10%.
4. A charge will be applied at a rate of \$9.95 per labor hour for technology usage, software, hardware, printing & reprographics, shipping and telecommunications. Specialty items are not included in the technology charge.
5. Monthly invoices will be submitted for payment covering services and expenses during the preceding month. Invoices are due upon receipt. A late payment charge of 1.5% per month will be added to all amounts not paid within 30 days of the invoice date.
6. The services of contract/agency and/or any personnel of a Burns & McDonnell parent, subsidiary, affiliate, or related or associated entity shall be billed to Owner according to the rate sheet as if such personnel is a direct employee of Burns & McDonnell.



PROCUREMENT SOURCE JUSTIFICATION

For Sole Source or Emergency Purchases Above \$10,000

A sole source is defined as: Only one vendor that possesses the unique and singularly available capability to meet the requirement of the procurement	
An emergency purchase is defined as: A purchase necessary to alleviate a situation in which there is a threat to health, welfare, or safety, and/or where time does not allow time for normal procurement procedures.	
All purchases shall follow the City of Independence Procurement Policy.	
I REQUEST THAT THE REFERENCED PURCHASE BE DECLARED A SOLE SOURCE OR EMERGENCY PURCHASE.	
Proposed supplier name and address: Burns & McDonnell Engineering Company, Inc. 9400 Ward Parkway, KCMO 64114	Munis Vendor ID # Or attach Supplier's W-9 Form
Purchase Requisition #:	Estimated cost: \$ 56,100.00
If this is a sole source purchase, check all that apply: ☐ Licensed or patented – supplier has a license or patent that makes them the Limited provider. ☐ One-of-a-kind – there are no competitive alternatives available on the market. ☐ Limited Distributor – Supplier is the Limited distributor for the region or municipality ☒ Compatibility – must match existing brand or equipment for compatibility. ☐ Warranty/Replacement part – for a specific brand or factory authorized warranty services. ☐ Grant – Requirements for specific goods/services established in the grant language. Attach grant for support. ☒ Unique design – must meet physical design or quality standards. ☐ Public Utility Services – Necessary adjustment of utility facilities. ☐ Other – <u>FERC 881 Compliance Services - BMAC approved vendor by SPP for this work and ties into related transmission studies being performed by BMAC.</u>	
If this is an emergency purchase, check all that apply and give a brief description of the situation: ☐ Response to a threat to health, welfare or public safety ☐ Protection of preservation of public property ☐ Major project's timeline does not allow for normal procedures in order to be completed Description – _____ _____ _____	
STATEMENT OF NEED AND CERTIFICATION: My department's recommendation for this expenditure is based upon an objective review of the product/service required and appears to be in the best interest of the City of Independence. I know of no conflict of interest with this request. No gratuities, favors or compromising action have taken place. Neither has my personal familiarity with particular brands, types of equipment, materials or firms been a deciding influence on my request to source this purchase when there are other known suppliers to exist. By submitting this form to Munis, I hereby certify that this justification for procurement is accurate and complete to the best of my knowledge and belief.	
Department Head Authorization	
Name: Joe Hegendeffer	Department: Power & Light
Signature:	Title: Director of Power & Light
City Manager Authorization (Emergency Purchases Only)	
Signature:	Date:



MASTER PROFESSIONAL CONFIGURATION AND SUBSCRIPTION SERVICES AGREEMENT

This MASTER PROFESSIONAL CONFIGURATION AND SUBSCRIPTION SERVICES AGREEMENT (this “**Agreement**”) is made by and between Burns & McDonnell Engineering Company, Inc., a Missouri corporation (“BMcD”), and City of Independence, Missouri (“Client”), as of January 31, 2025.

RECITALS

WHEREAS, Client desires to obtain access to Services with respect to certain of its information technology and reporting needs; and BMcD wishes to provide such Services to Client, each on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth herein, and other valuable consideration, the parties agree as follows:

1. **PURPOSE**

- 1.1. **Purpose**. This Agreement sets forth the terms and conditions under which BMcD agrees, upon receipt and acceptance of one or more Ordering Documents, to provide (i) a certain “software as a service” (SaaS) offering to Client and/or Client’s Authorized Users (“Subscription Services”), including certain software applications, programming code, user interfaces, APIs, documentation, and Calculation Engines and, (ii) as applicable, professional services to assist in the design, development, and implementation of Client specific requirements (“Professional Configuration Services”) for Client’s access to, and use of, Subscription Services, as further set forth in a Statement of Work as set forth below.
- 1.2. **Services**. Subscription Services and Professional Configuration Services provided under this Agreement shall be ordered by Client, upon acceptance of BMcD, by way of Task Order in the form attached hereto as **Exhibit 1**. Task Orders shall identify and describe specific deliverables associated with ordered Services and remuneration for the same, such as, where applicable:
 - 1.2.1. **Subscription Services**. Each applicable Task Order shall specify and further describe the Subscription Services to be provided in accordance with the representations set forth herein, and shall identify, each applicable access, user limitations, fees, subscription term, and other applicable terms and conditions.
 - 1.2.2. **Professional Configuration Services**. Each applicable Task Order shall include a Statement of Work. The Statement of Work shall specify and further describe the Professional Configuration Services to be provided in accordance with the representations set forth herein, and may, but need not, include, the Professional Configuration Services offered, limitations, milestones, fees, term, and other applicable terms and conditions.
- 1.3. **Modifications**. Existing Task Orders may be modified upon agreement of the Parties. If Client desires to modify the Services covered by, or provided under, an existing Task Order, Client shall describe the additional Services or deliverables to BMcD in writing by way of a Change Order in the form attached hereto as **Exhibit 2**. Within fourteen (14) calendar days of such Change Order, or at another time that is commercially reasonable, BMcD shall submit a proposal to Client, which shall identify any additional compensation associated with the Change Order and any additional time or other adjustments to the schedule resulting from the proposed Change Order. Upon Client’s approval of a Change Order, BMcD shall issue a Change Order substantially in the format of **Exhibit 2**. Any additional deliverables or changes to the scope described in the Change Order shall be subject to acceptance as outlined in the Ordering Documents.

2. **DEFINITIONS**

- 2.1. **“Affiliate”** means any entity that directly or indirectly controls, is controlled by, or is under common control with either Party. “Control,” for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests.
- 2.2. **“Agreement”** has the meaning set forth in the preamble, and refers to this Agreement between BMcD and Client.
- 2.3. **“API(s)”** means application programming interface(s).
- 2.4. **“Authorized User(s)”** means Client’s employees and/or independent contractors who, with Client’s permission, have access to or use of the Services.
- 2.5. **“BES Cyber System Information” or “BCSI”** means sensitive data related to the cyber systems that support the Bulk Electric System (“BES”) and is designated by the Client as “BES Cyber System Information” or “BCSI.”
- 2.6. **“BMcD Systems”** means the information technology infrastructure used by or on behalf of BMcD in performing the Services, including all computers, software, hardware, databases, electronic systems (including database management systems), and networks, whether operated directly by BMcD or through the use of third-party services.
- 2.7. **“Calculation Engine(s)”** means the algorithms, processes, and techniques BMcD uses to estimate ambient adjusted facility ratings based, at least in part, on criteria, assumptions, and/or information supplied by Client.
- 2.8. **“Client Data”** means data provided or made available to BMcD by Client and/or Client’s Authorized Users, whether confidential (such as, if applicable, Controlled Data) or non-confidential. For the avoidance of doubt, Client Data does not include Resultant Data or any other information reflecting the access or use of the Services by Client or any Authorized User.
- 2.9. **“Client Systems”** means the Client’s information technology infrastructure, including computers, software, hardware, databases, electronic systems (including database management systems), APIs, and networks, whether operated directly by Client or through the use of third-party services.
- 2.10. **“Controlled Data”** means sensitive information that could pose a security risk if made public, including, but not necessarily limited to, BCSI and CEII.
- 2.11. **“Critical Energy/Electric Infrastructure Information” or “CEII”** means sensitive data concerning the design, location, and operational details of critical energy infrastructure, including, but not limited to, power generation facilities, transmission systems, and substations, that is designated by the client as “Critical Energy/Electric Infrastructure Information” or “CEII.”
- 2.12. **“Documentation”** means any manuals, instructions, or other materials that BMcD provides or makes available to Authorized User in any form describing the functionality, components, capabilities, features, use cases, or requirements of any Services, including any aspect of the installation, configuration, integration, operation, use, support, or maintenance thereof.
- 2.13. **“Effective Date”** means the date upon which a Task Order becomes binding and effective on the Parties.
- 2.14. **“FaciliRate”** means BMcD’s Services to estimate ambient adjusted facility ratings, including, but not limited to, its Calculation Engine(s).
- 2.15. **“Feedback”** refers to any suggestion or idea for improving or otherwise modifying any Service.
- 2.16. **“Harmful Code”** means any software, hardware, or other technology, device, or means, including any virus, worm, malware, or other malicious computer code, the purpose or effect of which is to (a) permit unauthorized access to, or to destroy, disrupt, disable, distort, or otherwise harm or impede in any manner any (i) computer, software, firmware, hardware, system, or network; or (ii) any application or function of any of the foregoing or the security, integrity, confidentiality, or use of any data processed thereby; or (b) prevent Client or any Authorized User from accessing or using the Services or BMcD Systems as intended by this Agreement.

- 2.17. **"Intellectual Property Rights"** means all (a) patents, patent disclosures, and inventions (whether patentable or not), (b) trademarks, service marks, trade dress, trade names, logos, corporate names, and domain names, together with all of the goodwill associated therewith, (c) copyrights and copyrightable works (including computer programs), mask works, and rights in data and databases, (d) trade secrets, know-how, and other confidential information, and (e) all other intellectual property rights, in each case whether registered or unregistered and including all applications for, and renewals or extensions of, such rights, and all similar or equivalent rights or forms of protection in any part of the world.
- 2.18. **"Ordering Documents"** means Task Orders or Change Orders, as contemplated by the form set forth in Exhibits 1 and 2, with respect to purchases or orders made by Client for Services pursuant to this Agreement.
- 2.19. **"Party"** means either BMcD or Client, whereas **"Parties"** means BMcD and Client.
- 2.20. **"Resultant Data"** means data and information related to Client's use of the Services that is used by BMcD in an aggregate and anonymized manner, including to compile statistical and performance information related to the provision and operation of the Services.
- 2.21. **"Services"** means Subscription Services and Professional Configuration Services
- 2.22. **"Term"** is defined in § 9 below.
- 2.23. **"Third-Party Materials"** means materials and information, in any form or medium, including any open-source or other software, documents, data, content, specifications, products, equipment, or components of or relating to the Services that are not proprietary to BMcD.

3. **SERVICES & USERS**

- 3.1. **Access and Use.** Subject to the terms and conditions of this Agreement, including but not limited to the Limited License set forth in § 4, BMcD shall use commercially reasonable efforts to provide, during the Term, Users access and use of Services, as specified in Ordering Documents.
- 3.2. **Administrative Users.** During the configuration and set-up process for each Service, Client will identify administrative users (by name, email, or other registration information) for account creation. BMcD reserves the right to refuse registration and/or to cancel users it deems inappropriate.
- 3.3. **Authorized Users.** Client may allow a commercially reasonable number of Client's employees and/or independent contractors as is indicated on an Ordering Document to use the applicable Services on behalf of Client as Authorized Users. BMcD reserves the right, in its sole discretion, to determine whether the number of Authorized Users is unreasonable, and may refuse access to its Services based on the same. Authorized User accounts are for Client's employees and/or independent contractors individually and cannot be shared or used by more than one Authorized User.
- 3.4. **Conditions to Use.** As a condition to access and use of any Services, each Authorized User shall agree to abide by the terms of this Agreement relating to access and use of any Services. Client agrees to ensure each Authorized User is in compliance with the terms and conditions of this Agreement. Client shall notify BMcD of any violation of the terms and conditions of this Agreement by any Authorized User, and Client agrees that it is solely liable for all damages caused by any breach of its Authorized Users.
- 3.5. **Account Responsibility.** Client agrees that it is solely responsible for (i) all uses of any account that Client has access to, regardless of Client's knowledge or authorization of such use, and (ii) securing its account, passwords, and Documentation of Services. BMcD is not responsible for any losses, damages, costs, expenses, or claims that result from stolen or lost passwords, or unauthorized access to any Client account.

4. **INTELLECTUAL PROPERTY, LIMITED LICENSE, RESTRICTIONS, & FEEDBACK**

- 4.1. **Acknowledgement.** Client recognizes and does not contest that BMcD's Services are protected by BMcD's Intellectual Property ("IP"), including, but not limited to, copyrights, trademarks, trade secrets,

know-how, commercial rights whatsoever, and other proprietary rights and laws. BMcD retains all right, title, and interest in and to all Services and its IP rights therein, including without limitation all software, code, Calculation Engines, APIs, Resultant Data, and user interfaces, including but not limited to graphical layouts, design elements, software displays, and interactive features ("User Interfaces and Software Displays") used to provide Services. This Agreement does not grant Client or its Authorized Users any intellectual property ownership, license, or other rights in or to any Services beyond those expressly specified herein. All other rights in and to BMcD Systems are expressly reserved by BMcD.

- 4.2. Limited License to Client. Subject to the restrictions in § 4.3 below, BMcD grants to the Client and its Authorized Users a limited, non-exclusive, non-transferable, non-sublicensable, worldwide license to access and use Services, as set forth in Ordering Documents, for Client's internal business purposes ("Limited License"). Client acknowledges and agrees that all rights not expressly granted herein are explicitly reserved and retained by BMcD, and that nothing contained in the Agreement shall be construed as conferring any rights to Client or any Authorized User by implication, estoppel, or otherwise.
- 4.3. Restrictions. Client acknowledges that the Limited License in § 4.1 is expressly conditioned upon Client's compliance with its payment obligations and each of the restrictions below, which Client acknowledges are material terms to this Agreement. Client acknowledges that BMcD may revoke the Limited License if Client or its Authorized User(s) exceed its scope, otherwise breach this Agreement, or violate any of the following restrictions:
- 4.3.1. Client and its Authorized Users will only access and use Services for the purposes and in the manner expressly permitted by this Agreement and in accordance with all applicable laws and regulations;
 - 4.3.2. Client and its Authorized Users will not access or use Services for any unlawful or illegal activity, or to provide professional or other commercial services to any third-party;
 - 4.3.3. Client and its Authorized Users will not circumvent, bypass, or otherwise avoid any technological protection measures in or relating to Services;
 - 4.3.4. Client and its Authorized Users will not disassemble, decompile, decrypt, hack, emulate, exploit, or reverse engineer any software, feature, or functionality of Services;
 - 4.3.5. Client and its Authorized Users will not publish, copy, rent, lease, sell, export, import, distribute, lend, or share access or use of Services;
 - 4.3.6. Client and its Authorized Users will only use materials generated by Services for its own internal business purposes;
 - 4.3.7. Client and its Authorized Users will not access or use Services in any unauthorized way that could interfere with anyone else's use or access;
 - 4.3.8. Client and its Authorized Users will not input, upload, transmit, or otherwise provide to or through the Services, any information or materials that are unlawful or injurious, or contain, transmit, or activate any Harmful Code;
 - 4.3.9. Client and its Authorized Users will not use Services in any manner to assist or take part in the development, marketing, or sale of potentially competitive products or services; and
 - 4.3.10. Client and its Authorized Users will not enable access or use of Services by any third-party, including, but not limited replicating, sharing, reproducing User Interfaces and Software Displays with any unauthorized third-party.
- 4.4. Limited License to BMcD. During the Term of this Agreement, Client grants to BMcD a non-exclusive, transferable, sublicensable, worldwide, and royalty-free license to host, copy, use, manipulate, store, process, transmit, display, or otherwise exploit, (i) information and Client Data to provide Services, (ii) information and Client Data that can be used to monitor and improve any Service, and (iii) Resultant Data. For avoidance of doubt, this license expressly authorizes, but does not require, BMcD to backup, retain, store, and/or archive Client Data for BMcD business operations as BMcD deems necessary or

reasonable. Client agrees that it is Client's sole responsibility to back-up Client Data for its internal use, and Client acknowledges that it will not have access to Client Data through purchased Services following the expiration or termination of this Agreement.

- 4.5. Feedback. Client acknowledges and agrees that BMcD does not seek, nor does it agree to accept, Feedback. To the extent Client or any Authorized User provides Feedback to BMcD, Client agrees that it does so voluntarily and without any expectation of, or entitlement to, payment or remuneration of any kind, and that it transfers to BMcD all right, title, and interest in and to such Feedback upon submission of the same, whether or not implemented.
- 4.6. Reservation of Rights. Nothing in this Agreement grants any right, title, or interest in or to (including any license under) any Intellectual Property Rights in or relating to BMcD Services or Third-Party Materials, whether expressly, by implication, estoppel, or otherwise. All right, title, and interest in and to the Services, BMcD Systems, and the Third-Party Materials are and will remain with BMcD and the respective rights holders in the Third-Party Materials.

5. **CLIENT RESPONSIBILITIES AND RESTRICTIONS**

- 5.1. Client Compliance. Client shall use, and will ensure that all Authorized Users use, Services in full compliance with this Agreement and all applicable laws and regulations. BMcD may suspend Client's account and access to and use of Services at any time and without notice if BMcD believes that Client is in violation of this Agreement. Although BMcD has no obligation to monitor Client's use of Services, BMcD may do so and may prohibit any use it believes may be (or alleged to be) in violation of the foregoing.
- 5.2. Cooperation. Client shall provide all cooperation and assistance as BMcD may reasonably request to enable BMcD to exercise its rights and perform its obligations under, and in connection with, this Agreement, including providing BMcD with Client's information and data that is necessary for BMcD to provide Services.
- 5.3. Accurate and Complete Client Data. Client acknowledges that the Services are dependent upon information and data it supplies to BMcD, including, but not limited to, Client Data as well as any information used by BMcD's Services. Client shall use commercially reasonable efforts to ensure that all Client Data is accurate and suitable for BMcD's use in providing Services, and BMcD may rely on the accuracy of Client Data without independent verification. Client acknowledges that inaccurate, incorrect, or incomplete Client Data can and will materially impact the performance of Services. Client agrees that it is solely liable for any and all losses, damages, costs, expenses, or claims that result from inaccurate or incomplete information in connection with its access and use of Services, whether during or after the Term.
- 5.4. Protected Data. To the extent Client Data includes Controlled Data, Client agrees to specifically identify all such Controlled Data to BMcD and to cooperate with BMcD in the development and implementation of commercially reasonable and necessary security and implementation protocols ("Security Protocols") to comply with all applicable laws, regulations, rules, or customs, in order to maintain the confidentiality and unauthorized disclosure of Controlled Data. Client agrees that it is solely liable for any and all losses, damages, costs, expenses, claims, penalties, fines, or sanctions relating to any unauthorized disclosure of Controlled Data that it did not identify to BMcD, or for Client's or its Authorized User's failure to adhere to any Security Protocols in its access and use of Services.
- 5.5. Training and Education. Client shall ensure that its Authorized Users access and use the Services in accordance with applicable manuals, instructions, specifications, and Documentation provided by BMcD.
- 5.6. Client Systems. Client shall be responsible for obtaining and maintaining the operation and security of all Client Systems, including its equipment and infrastructure needed to connect to, access, or otherwise use BMcD's Services, such as, but not limited to, networking hardware and equipment, networking

services and connectivity, and software.

- 5.7. **BMcD Systems.** Client acknowledges and agrees that BMcD may, in its sole discretion, make any changes that it deems necessary or useful to (i) maintain or enhance the quality or delivery of BMcD's Services, (ii) the cost, expense, efficiency, or performance of BMcD's Services, or (iii) to comply with applicable law.
- 5.8. **Insurance.** During the Term, Client shall maintain the following insurance (all amounts stated are in U.S. Dollars): (i) General Liability Insurance, with a combined single limit of \$1,000,000 per occurrence and in the aggregate; (ii) Property Insurance including coverage for Client's property; and (iii) Cyber Liability Insurance with a minimum limit of \$1,000,000 per claim and annual aggregate covering including but not limited to all network security and privacy injury liability risks. Upon request, Client shall provide BMcD with certificates evidencing that (i) all insurance obligations by this Agreement and (ii) no insurance coverage will be canceled or renewal refused unless at least thirty (30) days prior written notice is given to BMcD. To the fullest extent permitted by law, Client waives and release all rights against BMcD for all loss or damages arising out of access or use of BMcD's Services.
- 5.9. **Audit Rights.** Not more than once per year, BMcD may, at its expense, audit Client's compliance with this Agreement or Ordering Documents. Any such audit will be conducted during Client's business hours and will not unreasonably interfere with Client's business activities. Client shall provide BMcD with all reasonable assistance and information required to enable it to determine whether Client is compliant this Agreement or subsequent Ordering Documents. If the audit reveals that Client has underpaid amounts due under this Agreement or subsequent Ordering Documents, Client shall pay such amounts within thirty (30) days after receiving notice.
- 5.10. **Restrictions on Export.** Client may not remove or export from the United States, or allow the export by others, of anything related to Services in violation of any restrictions, laws, or regulations of the United States.
- 5.11. **Security and Data Breach Obligations.** The Parties agree to implement commercially reasonable security protections to safeguard Client Data and access to BMcD's Services, such as, examples, data encryption, multi-factor authentication, and other recognized cybersecurity measures. The Client shall promptly report any actual or suspected data breaches or security incidents to BMcD and shall cooperate fully in any investigations and mitigation efforts. The Client acknowledges that timely reporting is crucial for effective response and mitigation. While BMcD will take reasonable steps to address reported incidents, it shall not be liable for any consequences arising from the Client's delay in reporting.

6. **SUBSCRIPTION SERVICE LEVELS & SERVICE LEVEL AGREEMENT**

- 6.1. **Objectives.** The performance metric(s) for Subscription Services are provided below, which will represent the Service Level Agreement ("SLA") between BMcD and Client. Service Credits, as defined and calculated herein, represent Client's (and any User's) sole and exclusive remedy for any claim, loss, damage, or other harm relating to subscription services, including any failure to meet the performance metric(s) set forth in this SLA.
- 6.2. **Additional Definitions.** The following additional definitions apply to this section of the Agreement, as well as any Ordering Documents referencing the same:
 - 6.2.1. **"Downtime"** means the period of time, measured in minutes, when Client or its Authorized Users i) attempted to access and use Subscription Services and (ii) were unable to access or use Subscription Services, excluding Scheduled Downtime or outages caused by Client, its Authorized Users, Client Systems, a Force Majeure Event, or third-party software, equipment, or services that are not controlled by BMcD.
 - 6.2.2. **"Impacted Service Fees"** means the total fees Client actually paid for Subscription Services during the Relevant Period.
 - 6.2.3. **"Relevant Period"** means the calendar month in which a Service Credit is owed.

- 6.2.4. **“Scheduled Downtime”** means periods of time where access and use of Subscription Services are unavailable because of intended maintenance, servicing, or upgrades to any network, hardware, or software used to provide Services. BMcD will provide notice to Client, by way of publication or directed communication, at least five (5) days before any Scheduled Downtime.
- 6.2.5. **“Service Credit”** means Client’s sole and exclusive remedy for any performance or availability issues for any Service under this Agreement and this SLA, and is calculated as a reasonable percentage of the Impacted Service Fees pursuant to the Uptime Percentage formula provided below. In no event can the Service Credit exceed the Impacted Service Fees or the total fees Client actually paid for Subscription Services.
- 6.2.6. **“Uptime Percentage”** is calculated using the following formula:

$$\frac{\text{Minutes in Relevant Period} - \text{Minutes of Downtime}}{\text{Minutes in Relevant Period}} \times 100$$

- 6.3. Service Credits shall be calculated as set forth below:

Uptime Percentage	Service Credit of Impacted Service Fees
<95%	25%
<90%	50%

- 6.4. Claims. If Client believes BMcD has failed to satisfy the Uptime Percentage performance metric, (s) specified in the SLA because of Downtime, Client shall make a claim for a Service Credit within thirty (30) days of the Downtime. All claims for a Service Credit must be made in writing within thirty (30) days of the unscheduled downtime and include, at least, (i) a detailed description of the time and duration of the Downtime; (ii) a detailed description of the scope and extent of the impact to Client, (iii) a description of any efforts to resolve or correct the incident, and (iv) a confirmation that any Downtime was not caused by Client’s System. Client waives any claim that performance metric(s), including Uptime Percentage, have not been satisfied if not made within thirty (30) days of Downtime as required by this section.
- 6.5. EXCLUSIVE REMEDY. CLIENT ACKNOWLEDGES AND AGREES THAT A CLAIM FOR A SERVICE CREDIT IS ITS SOLE AND EXCLUSIVE RECOURSE TO REMEDY ANY UNAVAILABILITY OF SERVICES AND/OR DOWNTIME, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY.

7. **COMPENSATION**

- 7.1. Fees. Client will pay BMcD the then-applicable fees described in any Ordering Document, as applicable, in accordance with the terms set forth therein.
- 7.2. Invoices. Unless otherwise agreed to in an Ordering Document, monthly invoices will be submitted by BMcD to Client for Professional Configuration Services performed in the previous month. Separate invoices will be issued, or as further indicated in specific Ordering Documents, for Subscription Services.
- 7.3. Payments. Invoices are payable upon receipt. A late payment charge of one and a half percent (1.5%) per month or any partial month or the maximum amount allowed by law (whichever is less) will be added to amounts not received within thirty (30) days of the invoice date. BMcD, in its sole discretion, may suspend Services and/or revoke the Limited License due to late Client payment of invoices. Time is of the essence in payments of invoices, and timely payment is a material part of the consideration of this Agreement. Costs, including reasonable attorney’s fees, incurred by BMcD in collecting any delinquent amount shall be reimbursed by Client. If a portion of BMcD’s invoice is disputed by Client, the undisputed portion shall be paid by Client by the due date. Client shall advise BMcD in writing of the basis for any disputed portion of any invoice.
- 7.4. Disputes. If Client believes that BMcD has billed Client incorrectly, Client must contact BMcD no later than thirty (30) days after the closing date on the first billing statement in which the believed error or problem appeared to request an adjustment or credit.

- 7.5. Taxes. Taxes, other than United States federal and state income taxes, and any earnings tax, as may be imposed by the United States, state, and local authorities, shall be in addition to the payment stated under "Amount of Payment" on each invoice. If Client is tax-exempt, Client will issue certification of such to BMcD.
- 7.6. Additional Services or Modified Services. For additional or modified Services, or reduced or changed or impacted scope of Services, the schedule, and compensation and amount of payment for the applicable Task Order shall be adjusted by Change Order on a mutually agreeable basis. Labor shall be on an hourly rate schedule (pursuant to the Task Order), or as otherwise agreed to by the Parties.
- 7.7. Renewal Fees. For Subscription Services, upon the commencement of each Renewal Term, (i) Client shall be liable to BMcD for payment of a Renewal Service Fee. The Renewal Service Fee shall equal to the previous years' Service Fee plus, in BMcD's sole discretion, an additional fee increase percentage set forth in any applicable Ordering Document. For example, if the prior years' Service Fee was \$100, and the Ordering Document specified a fee increase percentage of 10%, the Renewal Service Fee for the Renewal Term would be \$110 ($\$100 + (\$100 * 10\%)$).
- 7.8. No Deductions or Setoffs. All amounts payable to BMcD shall be paid by Client in full without any setoff, deduction, debit, or other withholding for any reason except as may be required by applicable law.
- 7.9. Expenses. In addition to fees, if applicable, Client shall reimburse BMcD for reasonable out-of-pocket expenses incurred by BMcD in connection with performing the Services. Reimbursable expenses for such items as airfare, rental car, lodging, meals, postage, and shipping, and other such costs shall be billed to Client as indicated in Ordering Documents.

8. **CONFIDENTIALITY**

- 8.1. Confidential Information. Each Party (the "**Receiving Party**") understands that the other party (the "**Disclosing Party**") has been, and may be, exposed to or acquired business, technical, or financial information relating to the Disclosing Party's business ("**Confidential Information**"). The Parties hereby acknowledge that all non-public information provided by or relating to another Party ("Confidential Information") pursuant to this Agreement constitutes trade secrets and Confidential Information of the Disclosing Party. Confidential Information of BMcD includes (i) non-public information regarding features, functionality, and performance of its, including its Calculation Engine(s), (ii) the terms and conditions of this Agreement as well as any subsequent Ordering Documents, including all pricing and related metrics and facility rating methodologies, (iii) graphical layouts, design elements, software displays, interactive features, and all visual indicia provided by BMcD's Services, including any display or presentation of information generated by BMcD's Calculation Engine(s). Similarly, Confidential Information of Client includes (i) non-public data provided by Client to BMcD, including Client Data, to enable the provision of access to, and use of, Services.
- 8.2. Non-Use, Non-Disclosure. With respect to Confidential Information of the Disclosing Party, the Receiving Party agrees to (i) use the same degree of care to protect the confidentiality, and prevent the unauthorized use or disclosure, of such Confidential Information it uses to protect its own proprietary and confidential information of like nature, which shall not be less than a reasonable degree of care, (ii) hold all such Confidential Information in strict confidence and not use, sell, copy, transfer reproduce, or divulge such Confidential Information to any third party, (iii) not use such Confidential Information for any purposes whatsoever other than the performance of, or as otherwise authorized by, this Agreement.
- 8.3. Exceptions. The provisions of this section do not apply to information that (i) was or is generally available to, or known by, the public prior to the time of disclosure by the Disclosing Party, (ii) that becomes publicly known and made generally available after disclosure by the Disclosing Party to the Receiving Party through no action or inaction of the Receiving Party, (iii) which can be documented as previously known by the Receiving Party prior to disclosure thereof by the Disclosing Party, (iv) disclosed to the Receiving Party by a third party having no confidentiality obligations with respect to such information, (v) required by law to be disclosed by the Receiving Party (e.g., to comply with a court order or a lawfully-issued and enforceable subpoena), provided that the Receiving Party gives the disclosing Party prompt

written notice of such requirement prior to such disclosure and assistance in obtaining an order protecting the information from public disclosure, or (vi) information the Disclosing Party expressly permits to be disclosed by the Receiving Party.

- 8.4. Injunctive Relief. The Receiving Party acknowledges that breach of its obligation of confidentiality may cause irreparable harm to the Disclosing Party for which the Disclosing Party may not be fully or adequately compensated by recovery of monetary damages. Accordingly, in the event of any violation, or threatened violation, by the Receiving Party of its obligations under this section, the Disclosing Party shall be entitled to seek injunctive relief from a court of competent jurisdiction in addition to any other remedy that may be available at law or in equity, without the necessity of posting bond or proving actual damages.

9. **TERM AND TERMINATION**

- 9.1. Term. The term of this Agreement shall commence upon the execution of this Agreement. The term of each Ordering Document will be set forth therein, such that the term of this Agreement shall remain in effect until the later of (i) 90 days after the expiration of the last expiring Ordering Document, or (ii) termination of this Agreement as provided below.
- 9.2. For Cause. Either Party may terminate this Agreement or any specific Ordering Document upon thirty (30) days written notice in the event of substantial failure to perform a material requirement by the other Party, including, but not limited to and by way of example, (a) payment by Client is a material requirement and breach by failure to timely pay undisputed amounts would be substantial failure; (b) the confidentiality or license grant sections are material requirements, and breach of those sections shall be deemed a substantial failure to perform, (c) failure to provide accurate and complete Client Data is a material requirement, and breach of those requirements shall be deemed a substantial failure to perform, and (d) Client's written identification and protection of Client Controlled Data is a material requirement, and breach of those requirements shall be deemed a substantial failure to perform, and (e) complying with the scope of Client's Limited License and authorized uses, as set forth herein, are material requirements, and breach of those sections shall be deemed a substantial failure to perform. If this Agreement is terminated, BMcD shall assist Client in the orderly termination of services.
- 9.3. For Convenience. Either Party may terminate this Agreement upon ninety (90) days written notice if all associated and applicable Ordering Documents have expired prior to such termination. If this Agreement is terminated, BMcD shall assist Client in the orderly termination of services.
- 9.4. BMcD Compensation. If the Agreement or any Ordering Document is terminated, in part or in whole, BMcD shall be compensated for all Services performed, all fees owed, and all expenses incurred prior to the date of termination.
- 9.5. BMcD Liability. BMcD shall have no liability to Client or third parties for Services (a) completed or modified by Client or, through Client's inadvertence or negligence, others; or (b) that are incomplete due to an early termination by either Party prior to final completion of BMcD's Services under any applicable Ordering Document.
- 9.6. Survival. Sections 8, 10, 11, 12, and 13 shall survive any termination or expiration of this Agreement or of any Ordering Document.

10. **WARRANTY AND DISCLAIMER**

- 10.1. Mutual. Each Party represents and warrants that it has the legal power to enter into this Agreement.

- 10.2. From BMcD.

10.2.1. Professional Configuration Services. BMcD will perform the Professional Configuration Services associated with each applicable Ordering Document consistent with the standards and practices of others providing similar services under similar circumstances at time of performance ("Standard of Care"). Client shall promptly notify BMcD in writing of any failure of

BMcD to comply with this standard or any perceived deficiency in its Services. During performance under any Ordering Document, and for one year after completion of Professional Configuration Services, should BMcD receive such notice, BMcD may, at its sole option and as Client's sole and exclusive remedy, either (a) reperform the Services to bring the same into conformance with the requirements of the Ordering Document(s) and the applicable Standard of Care, or (b) refund the compensation for that portion of the Professional Configuration Services which are found to be deficient. BMcD offers no warranty for Third-Party Materials, third-party products, services, or technologies that Client obtains to access, or use Professional Configuration Services.

- 10.2.2. Subscription Services. Unless otherwise stated in an Ordering Document, BMcD Subscription Services will be "as-is" without warranty except for the Service Level provisions set forth in § 6 that specify Client's exclusive remedies with respect to Subscription Services. BMcD makes no warranty or representation, express or implied, and assumes no obligation or liability with regards to Third-Party Materials, third-party products, services, or technologies, or warranties for any such third-party products, services, or technologies, and Client shall look solely to those third parties for remedies or relief. BMcD also makes no warranty or representation, express or implied, and assumes no obligation or liability with regards to Client's Systems.
- 10.3. From Client. Client warrants that (i) Client owns or has a license to use and has obtained all consents and approvals necessary for the provision and use of all of the Client Data that is placed on, transmitted via or recorded and/or used to provide Services, (ii) the provision and use of Client Data as contemplated by this Agreement shall not violate any laws, rules or regulations to which Client is subject to, (iii) no Client Data will include social security numbers or other government-issued identification numbers, health or medical information, financial account numbers, credit card or debit card numbers, credit report information or other personal financial information, or other information that is subject to international, federal, state, or local laws or ordinances now or hereafter enacted regarding data protection or privacy, including, but not limited to, the Gramm-Leach-Bliley Act, the Health Insurance Portability and Accountability Act, the Health Information Technology for Economic and Clinical Health Act, the Children's Online Privacy Protection Act, or the Fair Credit Reporting Act, (iv) Client will use commercially reasonable efforts to ensure Client Data is accurate and complete, as specified in § 5.3 of this Agreement, and (v) no Client Data will include Controlled Data unless the provisions of § 5.4 of this Agreement are strictly followed.
- 10.4. Disclaimer. BMCD DOES NOT REPRESENT OR WARRANT THAT ACCESS TO THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE, NOR DOES BMCD MAKE ANY REPRESENTATION OR WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. BMCD MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO CLIENT'S SYSTEM OR WHETHER RESULTS CLIENT OBTAINS FROM USE OF THE SERVICES WILL MEET CLIENT'S REPORTING OBLIGATIONS UNDER APPLICABLE LAW. FURTHER, BMCD MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO SERVICES PROVIDED BY THIRD PARTY TECHNOLOGY SERVICE PROVIDERS RELATING TO OR SUPPORTING SERVICES, INCLUDING HOSTING AND MAINTENANCE SERVICES, AND ANY CLAIM OF CLIENT ARISING FROM OR RELATING TO SUCH SERVICES SHALL, AS BETWEEN BMCD AND SUCH SERVICE PROVIDER, BE SOLELY AGAINST SUCH SERVICE PROVIDER. CLIENT ACKNOWLEDGES AND UNDERSTANDS THAT BMCD MAY, FROM TIME TO TIME, HOST AND/OR MAINTAIN OR PROVIDE SERVICES USING A THIRD-PARTY PRODUCT, SERVICE, OR TECHNOLOGY. CLIENT ACKNOWLEDGES THAT BMCD CANNOT OFFER ANY ADDITIONAL OR MODIFIED PROCEDURES OTHER THAN THOSE PUT IN PLACE BY SUCH THIRD-PARTY PRODUCT, SERVICE, OR TECHNOLOGY PROVIDER, AND THAT BMCD IS UNDER NO OBLIGATION TO ENDEAVOR OR ACTUALLY DO SO AND NO WARRANTIES ARE PROVIDED, WHETHER EXPRESS OR IMPLIED, WITH RESPECT TO ANY THIRD-PARTY PRODUCT, SERVICE, OR TECHNOLOGY. THE SERVICES ARE PROVIDED "AS IS," AND BMCD DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF NON-INFRINGEMENT, SATISFACTORY QUALITY, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. BMCD DOES NOT WARRANT, AND EXPRESSLY DISCLAIMS THAT SUBSCRIPTION SERVICES REPRESENT ANY FORM OF

PROFESSIONAL SERVICES, INCLUDING, BUT NOT LIMITED TO, ENGINEERING SERVICES.

11. INDEMNITY

- 11.1. General Indemnity. To the extent authorized by law and without waiving sovereign immunity, Client and BMcD each agree to indemnify and hold harmless the other, and the other's officers, directors, Affiliates, and employees, from losses, damages, or expenses (including reasonable attorney's fees) for death, bodily injury, or third-party property damage to the extent such losses, damages, and expenses are caused by, in whole or in part, the indemnitor's own negligent acts, errors, or omissions, or the negligent acts, errors, or omissions of the indemnitor's employees or agents. In the event losses, damages, or expenses are caused by the joint or concurrent negligence of Client and BMcD, they shall be borne by each Party in proportion to its own negligence. BMcD shall indemnify and hold the Client harmless from all wages or overtime compensation due its employees in rendering work pursuant to this Agreement, including payment of reasonable attorneys' fees and costs in the defense of any claim made under the Fair Labor Standards Act or any other federal or state law.
- 11.2. All the provisions in this Agreement are subject to the terms of Missouri Sovereign Immunity as set forth in section 537.610.2 and 537.610.5 of the Missouri Revised Statutes.

12. LIMITATION OF LIABILITY

- 12.1. Liability Limitations. Except with regards to Client's breach of §§ 4, 0, 7, and 8, the following limitations of remedies as between the Parties shall apply.
- 12.2. MUTUAL WAIVER. NEITHER PARTY IS LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES TO THE OTHER, HOWEVER CAUSED, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, AND WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE EXCLUDED DAMAGES INCLUDE, BUT ARE NOT LIMITED TO, BY WAY OF EXAMPLE, LOSS OF PROFITS; LOSS OF SAVINGS OR REVENUE; LOSS OF USE OF THE EQUIPMENT, SUBLICENSED SOFTWARE, LICENSED SOFTWARE, SERVICES, OR DATA; COST OF CAPITAL; COVER COSTS; COST OF ANY SUBSTITUTE PERFORMANCE OR REPLACEMENT OF EQUIPMENT, FACILITIES OR SERVICES; FINES, PENALTIES, OR SANCTIONS; THIRD PARTY CONSEQUENTIAL DAMAGES; AND DAMAGE OR LOSS PROPERTY. THE FOREGOING LIMITATIONS AND DISCLAIMERS SHALL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW.
- 12.3. BMCD NOT RESPONSIBLE FOR THIRD-PARTY PRODUCTS, SERVICES, OR TECHNOLOGY. BMCD IS NOT LIABLE FOR ANY DAMAGES OF ANY KIND OR NATURE RELATED TO OR ARISING FROM A THIRD-PARTY PRODUCT, SERVICE, OR TECHNOLOGY.
- 12.4. BMCD LIMITATION OF LIABILITY. NOTWITHSTANDING ANY OTHER PROVISION HEREIN, BMCD'S MAXIMUM LIABILITY TO CLIENT FOR ALL CLAIMS ARISING OUT OF OR RELATED TO THIS AGREEMENT OR ANY INDIVIDUAL ORDERING DOCUMENT SHALL BE LIMITED TO THE SPECIFIC REMEDIES PROVIDED HEREIN, BUT SHALL NOT EXCEED THE GREATER OF \$100,000 UNITED STATES DOLLARS OR THE AMOUNT PAID BY CLIENT TO BMCD UNDER THE APPLICABLE ORDERING DOCUMENT DURING THE TWELVE (12) MONTHS PRECEDING THE EVENT GIVING RISE TO THE CLAIM. THE LIMITATIONS OF LIABILITY PROVIDED HEREIN IN THIS SUBSECTION 12.4 SHALL APPLY SHOULD IT BE JUDICIALLY DETERMINED THAT THE SPECIFIC REMEDIES PROVIDED ELSEWHERE IN THIS AGREEMENT FAIL IN THEIR ESSENTIAL PURPOSE. THE PARTIES AGREE THAT SPECIFIC CONSIDERATION HAS BEEN GIVEN FOR THIS LIMITATION AND THAT IT IS DEEMED ADEQUATE.
- 12.5. THE MAXIMUM LIABILITY OF THE CLIENT SHALL BE LIMITED TO THE AMOUNT OF MONEY TO BE PAID BY THE CLIENT UNDER THIS AGREEMENT.
- 12.6. Application. To the greatest extent allowed by law, the damages waived or excluded, or otherwise limited in this § 12, shall apply to any and all claims or causes of action as to between the Parties, including but not limited to breach of contract, breach of warranty, any tort claim including negligence, strict liability, or any other legal or statutory theory of recovery.

13. **GOVERNING LAW AND DISPUTE RESOLUTION**

- 13.1. **Governing Law, Jurisdiction, and Venue.** This Agreement, and an Ordering Documents made under to the same, is governed in all respects by the laws of the State of Missouri, without giving effect to its rules relating to conflict of laws. Venue shall be proper only in the Circuit Court of Jackson County, Missouri at Independence or the Federal District Court for the Western District of Missouri, as appropriate. The Parties submit to the personal jurisdiction of and waives any personal jurisdiction or inconvenient forum objection to those courts. Neither any adoption of the Uniform Computer Information Transactions Act nor the U.N. Convention on the International Sale of Goods applies to this Agreement or to the rights or duties of the parties under this Agreement.
- 13.2. **Disputes.** The Parties agree that all actual, contemplated, or potential claims, causes of action, controversies, theories of relief, disagreements, or other pleas (“Disputes”) shall be handled as set forth below.
- 13.3. **Dispute Avoidance.** The Parties are fully committed to working with each other during the Term and, as such, agree to communicate regularly so as to avoid or minimize Disputes. If a Dispute arises, Client and BMcD each commit to resolving such Dispute in an amicable, professional, and expeditious manner so as to avoid unnecessary losses, delays, and disruptions.
- 13.4. **Jury Trial Waiver.** Each Party hereto waives trial by jury, and such waiver shall be binding upon their successors, assigns, and/or privies. Each Party agrees not to name any employee of the other Party individually in a suit, demand, or claim over any Dispute, except to establish jurisdiction or venue, and to promptly dismiss such employee if the other Party submits to jurisdiction and venue.
- 13.5. **Dispute Resolution.** For any Dispute, Client and BMcD will first attempt to resolve such Dispute through informal discussions between Client representatives and BMcD representatives designated by each Party subject to the protections of Federal Rule of Evidence 408 or similar state-level rules.
- 13.5.1. **Signatory Meeting.** If a Dispute cannot be resolved through Client representatives and BMcD representatives, the persons who signed this Agreement (“Signatories”) shall, upon the written request of either Party, meet as soon as conveniently possible in the United States at a mutually agreed location, but in no case later than thirty (30) days after such a request is made, to attempt to resolve the Dispute. Prior to any meetings between the Signatories, the Parties will exchange relevant information that will assist the Parties in resolving the Dispute.
- 13.5.2. **Mediation.** If after such meeting, the Signatories determine that the Dispute cannot be resolved on terms satisfactory to both Parties, the Parties shall submit any and all Disputes to non-binding mediation. The mediation shall be conducted by a mutually agreeable impartial mediator jointly selected. The mediation will be held in the city of Kansas City, Missouri (unless otherwise agreed in writing) and governed by and conducted pursuant to a mediation agreement negotiated by the Parties or, if the parties cannot so agree, by procedures established by the mediator. Parties will equally split any and all costs for the mediation.
- 13.6. **Recovery of Attorney’s Fees.** The prevailing party in any litigation, or any other final, binding dispute proceeding upon which the Parties may agree, shall be entitled to recover from the other Party reasonable attorney’s fees and expenses incurred by the prevailing party.

14. **PUBLICITY**

- 14.1. **Publicity and Announcements.** Neither party shall issue or release any announcement, statement, press release, or other publicity or marketing materials relating to this Agreement, or otherwise use the other party’s trademarks, service marks, trade names, logos, symbols, or brand names, in each case, without the prior written consent of the other party, which shall not be unreasonably withheld or delayed.

15. **NOTICES**

- 15.1. All notices, consents, and other communications between the Parties under or regarding this Agreement must be in writing (which includes email) and be addressed according to information provided on an

Ordering Document. Notices shall be sent, at least, to the following:

- 15.1.1. To BMcD. By way of email to jferrera@burnsmcd.com, with paper copy by U.S. Certified Mail to Janson Ferrera - 9191 Jamaica Street Englewood, CO 80112.
 - 15.1.2. To Client. By way of email to mkrysa@indepmo.org, with paper copy by U.S. Certified Mail to Mitch Krysa – Power Engineering Manager - 21500 E Truman Rd, Independence, MO 64056.
 - 15.1.3. To Other. Any notices by one Party to any third-party relating to this Agreement or its subject matter shall be copied to the other Party using the addresses above.
- 15.2. All notices, consents and other communications between the Parties under a Statement of Services will be sent to the recipient's address specified thereon. All communications will be deemed to have been received on the date actually received. Either party may change its address for notices by giving written notice of the new address to the other party in accordance with this section.

16. **FORCE MAJEURE**

- 16.1. BMcD is not responsible nor liable for any delays or failures in performance from any cause beyond its control, including, but not limited to acts of God, changes to law or regulations, abnormal weather conditions, floods, earthquakes, lightning, smoke, explosions, wind, tornado, water, volcanic eruptions, tidal waves, landslide, hail, snow, fire, epidemics or pandemics, whether declared or not, war, riots, and labor disturbances, civil unrest, terrorism, sabotage, third-party criminal acts, electrical/mechanical/telecommunication/cable/satellite failure; facility outages, power interruptions, short circuits, surges, solar flares or bursts, brownouts, failure of the Internet, judicial restraint, order of government authority, organized labor actions, embargoes, acts or omissions of third party technology providers, or acts of hackers, internet service providers, or any other third party or acts or omissions of Client or any of its Authorized Users ("Force Majeure Events"). Should such circumstances occur, the non-performing Party shall, within a reasonable time of being prevented from performing, give written notice to the other Party describing the Force Majeure Event, and the circumstances preventing continued performance and the efforts being made to mitigate impacts and resume performance of this Agreement or any applicable Ordering Document. Force Majeure Events that impact the planned and efficient execution of any Ordering Document, including impacts to the scope, schedule, cost to perform, or involving any additional costs or time involved with suspension, protection of BMcD's work, demobilization, mitigation costs, increased risks of performance or acceptance, or costs to resume Services, and equitable adjustment in time and compensation shall be subject of a Change Notice and Change Order substantially in the form of **Exhibit 2**.
- 16.2. In the event that any Task Order duration is suspended or extended due to no fault of BMcD for more than sixty (60) days beyond the planned date for final completion of the Task Order, the Services of BMcD required beyond that time shall be performed as additional services pursuant to the hourly rates stated in the Task Order, while both Parties pursue in good faith an equitable adjustment in compensation and time for completion by Change Order.

17. **ASSIGNMENT, ASSISTANCE, & BENEFICIARIES**

- 17.1. Assignment. This Agreement shall inure to the benefit and be binding upon the Parties, their successors and assigns of the respective Parties hereto, provided however, that neither party shall assign, in whole or in part, its interest under this Agreement or any Ordering Document without the prior written consent of the other Party.
- 17.2. Assistance. In connection with any Service provided under this Agreement or any Ordering Document, BMcD may engage or obtain assistance from its Affiliates and subsidiaries including, without limitation, Burns & McDonnell Canada Ltd., Burns & McDonnell Global, Inc., and Burns & McDonnell India Pvt. Ltd. to fulfill performance obligations of BMcD. The Parties agree that contracts, purchase orders, or similar agreements between BMcD and any such Affiliates are not subcontracts and persons from such Affiliates shall be billed to Client according to the rate sheet / billing rate defined for the applicable Ordering Document.

17.3. Beneficiaries. This Agreement and any Ordering Document are solely for the benefit of the Parties, and there are no other third-party beneficiaries under this Agreement or Ordering Document.

18. Missouri Immigration Law Affidavit. After January 1, 2009, BMcD takes note that Section 285.530.2 of the Missouri Revised Statutes requires a political subdivision as a condition of a contract or grant in excess of \$5,000 awarded after January 1, 2009, to require the business entity to affirm by sworn affidavit and provision of documentation the business entity has enrolled and participated in a federal work authorization program with respect to its employees who work in connection with the contracted services. To that end, the services provider will provide a signed affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contract. BMcD will provide a statement that the BMcD has such a program, documentation for the program, and that it will not employ unauthorized aliens in connection with the work.

19. Anti-Discrimination Against Israel Act. If this Agreement has a total potential value of \$100,000 or more and BMcD has 10 or more employees, the following applies: Pursuant to Section 34.600, RSMo, BMcD agrees to comply with Missouri law regarding the Anti-Discrimination Against Israel Act, and execution of this Agreement constitutes BMcD's certification of compliance with the Anti-Discrimination Against Israel Act, including that it is not currently engaged in, and shall not, for the duration of this Agreement, engage in a boycott of goods or services from the State of Israel; companies doing business in, or with, Israel companies 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.

20. **GENERAL PROVISIONS**

20.1. Entire Agreement. This Agreement, as supplemented by Ordering Document(s) from time to time, represents the entire and integrated agreement between Client and BMcD as to all Services described herein and supersedes all prior negotiations, representations or agreements, either written or oral, relative to the Services described herein. Any amendment, modification, or waiver of any provision or obligation set forth in this Agreement must be in a writing signed by both Parties, except as otherwise provided herein.

20.2. Severability. To the extent permitted by applicable law, the Parties hereby waive any provision of law that would render any clause of this Agreement invalid or otherwise unenforceable in any respect. In the event that a provision of this Agreement is held to be invalid or otherwise unenforceable, such provision will be interpreted to fulfill its intended purpose to the maximum extent permitted by applicable law, and the remaining provisions of this Agreement will continue in full force and effect.

20.3. Independent Contractors. The Parties are independent contractors and shall so represent themselves in all regards. Neither Party is the agent of the other, and neither may make commitments on the other's behalf.

20.4. No Waiver. Neither Party will be deemed to have waived any of its rights under this Agreement by lapse of time or by any statement or representation other than by an authorized representative in an explicit written waiver. No waiver of a breach of this Agreement will constitute a waiver of any other breach of this Agreement.

20.5. Precedence. Except for §§ 2-0, 8, 10-13 of this Agreement, in the event of inconsistencies between the terms contained herein and any subsequent Ordering Document, the Ordering Document shall take precedence.

20.6. Exhibits. Attached hereto are **Exhibit 1** and **Exhibit 2**, which are incorporated herein by reference.

21. **BMCD RESPONSIBILITIES**

21.1. Insurance. BMcD agrees to maintain insurance, as required by law and statute, and shall provide to

Client certificates of coverage evidencing said coverage, at the time of signing of this Agreement and on each anniversary of such insurance coverage during the term of this Agreement. If available and possible, insurance policies contain a provision that the policy will not be cancelled unless and until thirty (30) days' notice of said cancellation has been given to the Client.

Client: City of Independence, Missouri

BMcD: Burns & McDonnell Engineering Company,
Inc.

By: _____

By:  _____

Name: _____

Name: Janson Ferrera

Title: _____

Title: T&D MTN Region GP Manager

Date: _____

Date: 1/31/2025

TASK ORDER # INDN 01

This Task Order (“Task Order”) is entered into and authorized by City of Independence, Missouri (“Client” or “IPL”) and Burns & McDonnell Engineering Company, Inc. (“BMcD”) on the last date of execution below (“Effective Date”). The Parties agree that BMcD shall perform the following Services in accordance with the terms of the MASTER PROFESSIONAL CONFIGURATION AND SUBSCRIPTION SERVICES AGREEMENT (“Agreement”).

Scope of Work

This scope of work applies to the following facilities:

69KV – 32 Facilities

- ▶ Sub A to Sub H
- ▶ Sub A to Sub J
- ▶ Sub A to Sub B
- ▶ Sub A to Sub K
- ▶ Sub A to Sub P
- ▶ Sub A to Lake City Sub (EVERGY)
- ▶ Sub A 20 MVAR Cap Bank
- ▶ Sub B to Sub J
- ▶ Sub C to Sub I
- ▶ Sub C to Sterling Jct.
- ▶ Sub E to Sterling Jct.
- ▶ Sub E to Sub F
- ▶ Sub E to Sub N
- ▶ Sub F to Sugar Creek (EVERGY)
- ▶ Sub F to Hawthorn Jct.
- ▶ Sub H to Courtney (EVERGY)
- ▶ Sub H to Sugar Creek (EVERGY)
- ▶ Sub I to Shrank Road Jct.
- ▶ Sub I to Sub P
- ▶ Sub J to Sub M
- ▶ Sub K to Sub R
- ▶ Sum M to Sub H
- ▶ Sub M to Shrank Road Jct.
- ▶ Sub M 20 MVAR Cap Bank
- ▶ Sub N to Blue Ridge (EVERGY)
- ▶ Sub N to Sterling Jct.
- ▶ Sub R to Shrank Road Jct.
- ▶ Sub J Unit G1
- ▶ Sub I Unit G3
- ▶ Sub I Unit G4
- ▶ Sub H Unit G5
- ▶ Sub H Unit G6

161 KV – 13 Facilities

- ▶ Blue Mills to Eckles
- ▶ Sub A to Blue Mills
- ▶ Sub A to Sub M
- ▶ Eckles to Sibley
- ▶ Eckles to MO City (AEC)
- ▶ Eckles to Pittsville (AEC)
- ▶ Sub J Unit 2
- ▶ Sub M to Hawthorn
- ▶ Sub N to Blue Valley (EVERGY)
- ▶ XFMR Sub N 161/69KV
- ▶ XFMR Sub M 161/69KV
- ▶ XFMR1 Sub A 161/69K
- ▶ XFMR2 Sub A 161/69KV

BMcD will execute the following tasks:

1. Preliminary Data Import
 - a. BMcD will import equipment data for the facilities listed above, based on the files IPL provided:
 - i. Line and Facility Ratings 161kV Rev 13
 - ii. Line and Facility Ratings 69kV Rev 17

Exhibit 1

2. System Configuration
 - a. BMcD will incorporate the IPL ratings calculation processes and procedures into FaciliRate as defined in the approved Line Ratings Methodology - Facility Ratings Methodology (LRM-FRM) document that combines the requirements of FAC-008 and FERC Order 881.
 - i. Equipment types
 - ii. Manual overrides
 - iii. Ambient adjusted rating assumptions
 - iv. Seasonal rating assumptions
3. Output Development
 - a. BMcD to generate one (1) API to allow IPL to export ratings tables per the required format for OSI Ambient Adjusted Ratings (AAR) tool
 - i. Required format for OSI must be provided to BMcD at the beginning of the project
 - ii. This table will calculate the rating and limiting element for the following operating conditions (180 ratings per facility)
 1. Static temperatures from -80 to 140 degrees F (5-degree increment)
 2. Day and night solar conditions
 3. Normal and emergency operation
 - b. BMcD will create one (1) API on the reporting page that will display seasonal ratings for FAC-008 compliance.
 - i. This table will display the seasonal ratings for each facility calculated per the updated LRM-FRM document.
 - ii. BMcD will match the existing format shown in the “Ratings Summary” tab in the “Line and Facility Ratings 161kV Rev 13” document
 - iii. BMcD will not validate the accuracy of the equipment lists
4. Application Access
 - a. BMcD will provide access to FaciliRate for the list of IPL employees identified and provided by IPL. IPL shall manage this system access roster and provide updates to BMcD and collaborate with BMcD to enable SSO capability of IPL users.
 - i. BMcD will need specifications regarding IPL federated login to enable SSO
 - ii. BMcD will configure the application to accommodate 3 user roles
 1. IPL to define user roles, level of access, and users to be classified for each role

Deliverables:

BMcD will provide the following deliverables:

1. Equipment data integration for the facilities listed above into FaciliRate
2. FaciliRate configuration to meet requirements defined in IPL adopted LRM-FRM document
 - a. Ratings calculations per IEEE standards defined in IPL LRM-FRM document
3. Output APIs for AAR rating tables and seasonal ratings

Exhibit 1

- a. API access to calculated ambient adjusted ratings
- 4. Access into the FaciliRate application for IPL approved employees.

Assumptions:

BMcD assumes the following regarding this scope of work:

1. All equipment and location records provided by IPL are adequate for use without independent verification.
2. Manual entry of the equipment records into the FaciliRate application is required. The equipment data will be based on the following files provided by IPL.
 - i. Line and Facility Ratings 161kV Rev 13
 - ii. Line and Facility Ratings 69kV Rev 17
3. IPL to provide substation and transmission line coordinates for all facilities.
4. BMcD assumes that there will only be 1 transmission line location zone for each transmission line facility.
 - a. BMcD assumes midpoint between substations for Transmission line zone unless another coordinate is specified by IPL.
5. IPL must provide an approved LRM-FRM document before BMcD can begin system configuration effort.
 - a. IPL will endeavor to provide an adopted LRM-FRM for incorporation into the application to meet desired project timelines.
6. IPL can perform their tasks, provide responses to BMcD questions, provide written confirmation of adoption of the revised LRM-FRM documentation and submittal reviews to support BMcD's timely completion of services in the schedule below.
7. FaciliRate must be able to use IPL federated login through external identity provider.
8. Annual system access fee includes up to 50 facilities. Additional facilities will add \$1,000/facility annually
9. IPL to provide the exact format required per OSI spec for ratings table import before NTP
10. BMcD will not be responsible for publishing or reporting ratings to Southwest Power Pool (SPP). The FaciliRate application will only be used to generate static ratings tables for each facility at pre-defined temperature intervals.
11. BMcD assumes initial access for all users will be view-only users.
 - a. IPL to provide written notice to upgrade any users to higher level roles
 - b. IPL to define access given to each user role
12. BMcD assumes IPL will maintain equipment records in FaciliRate as equipment is replaced in the system.
13. BMcD assumes any significant changes to the application functionality will be scoped separately and linked to this contract via change order.
14. After completion of Professional Configuration Services (integration, reporting and others as noted herein), Client shall review, accept and adopt system functionality and provide written confirmation to move into production environment, then Client will be able to use System in production.

Exhibit 1

Clarifications:

1. IPL access to FaciliRate for one year after completion of functional output reports is included in this proposal. After this period, a recurring annual subscription fee will apply based on the number of facilities managed within FaciliRate and IPL's request for additional labor services for system modifications and ongoing system support.
2. Proposal is contingent upon execution of the MASTER PROFESSIONAL CONFIGURATION AND SUBSCRIPTION SERVICES AGREEMENT& executed Ordering Form (Exhibit 1 – Task Order)

Schedule:

BMcD proposes the following project schedule, based on the day of notice to proceed (NTP)* and when we receive the updated IPL LRM-FRM document:

Activity	Completion Date
Preliminary Data Import	2 weeks from NTP
System Configuration	6 weeks from NTP
Output Development	10 weeks from NTP
Application Access	12 weeks from NTP

*The notice to proceed (NTP) for work to begin for FaciliRate is the date that IPL accepts & adopts a formalized FRM for use in FaciliRate, provides exact format of output report per OSI requirement, and provides all equipment records for incorporation into the FaciliRate application.

Commercial:

IPL will compensate BMcD for the lump sum amount of \$219,000 for the services described in this proposal. See the table below for the cost breakdown per activity. IPL shall be responsible for any taxes required for use of FaciliRate and BMcD may invoice applicable taxes in addition to the fee listed above.

Activity	Cost
Integration Scope ▶ Data input ▶ System Configuration ▶ Output Report Development	\$157,000
Annual system access* ▶ 10 hours of trouble shooting ticketing support ▶ FaciliRate access to any IPL stakeholders included in SSO List ▶ FaciliRate support defined in FaciliRate Ordering Form for Service Level Agreement (SLA)	\$62,000*

*BMcD forecasts the annual system access fee to increase 4% per year, as indicated in the table below.

Year	Annual System Access Fee
2025	\$ 62,000
2026	\$ 64,480

Exhibit 1

2027	\$ 67,059
2028	\$ 69,742
2029	\$ 72,531
2030	\$ 75,432

BMcD will invoice IPL according to the milestone payment schedule below. The fee does not include any costs associated with travel or other expenses, as it is not anticipated to be a need at this time.

Milestone – Integration Scope	Percent %	Payment Due
Notice to Proceed (NTP)	40	\$62,800
Draft Output Development Completed	60	\$94,200
Milestone – System Access 2025	Percent %	Payment Due
Access to the IPL FaciliRate production Application	100	\$62,000

The fee above assumes one year of access and calculation of ambient adjusted facility ratings for IPL into the FaciliRate application after creation of functional output reports.

BMcD will invoice IPL the full annual system access fee on the renewal date for each subsequent year.

IN WITNESS WHEREOF, the Parties have executed this Task Order # INDN 01 the day and year first written above.

Client: City of Independence, Missouri

BMcD: Burns & McDonnell Engineering Company, Inc.

By: _____

By: _____

Name: _____

Name: Janson Ferrera

Title: _____

Title: T&D MTN Region GP Manager

Date: _____

Date: 1/31/2025

Exhibit 2

CHANGE ORDER [TEMPLATE]

This Change Order shall modify the terms and conditions in the MASTER PROFESSIONAL CONFIGURATION AND SUBSCRIPTION SERVICES AGREEMENT dated [●] (“Agreement”) under which _____ (“BMcD”) provides Services to _____ (“Client”) pursuant to Task Order [●] (“Task Order”).

BMcD is hereby authorized and directed to make the changes to the Task Order and its related scope of work as set forth herein. To the extent the terms and conditions set forth herein are inconsistent with or contradict the terms of the Task Order, these amended terms and conditions shall supersede such inconsistent or contradictory terms. Except as amended hereby, the Agreement shall remain in full force and effect. This Change Order supersedes all proposals or other prior acknowledgements, oral or written, and all other communications between the parties relating to the subject set forth herein.

1. Adjusted Scope of Services. BMcD shall perform the Services as set forth in Appendix 2, which shall be incorporated into this Change Order by reference.
2. Supplemental or Modified Terms and Conditions. [IF NEEDED]
3. Compensation. To compensate BMcD for the supervision, labor, materials, equipment, supplies and other costs or risks necessarily incurred to perform the Services required by this Change Order or to credit Client for the supervision, labor, materials, equipment, and supplies deducted from the Services, the Compensation included in the Task Order shall be adjusted as follows:

PROCUREMENT SOURCE JUSTIFICATION

For Sole Source or Emergency Purchases Above \$10,000

A sole source is defined as: Only one vendor that possesses the unique and singularly available capability to meet the requirement of the procurement	
An emergency purchase is defined as: A purchase necessary to alleviate a situation in which there is a threat to health, welfare, or safety, and/or where time does not allow time for normal procurement procedures.	
All purchases shall follow the City of Independence Procurement Policy.	
I REQUEST THAT THE REFERENCED PURCHASE BE DECLARED A SOLE SOURCE OR EMERGENCY PURCHASE.	
Proposed supplier name and address: Burns & McDonnell Engineering Company, Inc. 9400 Ward Parkway, KCMO 64114	Munis Vendor ID # Or attach Supplier's W-9 Form
Purchase Requisition #:	Estimated cost: \$ 219,000.00
If this is a sole source purchase, check all that apply: ☐ Licensed or patented – supplier has a license or patent that makes them the Limited provider. ☐ One-of-a-kind – there are no competitive alternatives available on the market. ☐ Limited Distributor – Supplier is the Limited distributor for the region or municipality ☒ Compatibility – must match existing brand or equipment for compatibility. ☐ Warranty/Replacement part – for a specific brand or factory authorized warranty services. ☐ Grant – Requirements for specific goods/services established in the grant language. Attach grant for support. ☒ Unique design – must meet physical design or quality standards. ☐ Public Utility Services – Necessary adjustment of utility facilities. ☐ Other – <u>FERC 881 Compliance Services - BMAC approved vendor by SPP for this work and ties into related transmission studies being performed by BMAC.</u>	
If this is an emergency purchase, check all that apply and give a brief description of the situation: ☐ Response to a threat to health, welfare or public safety ☐ Protection of preservation of public property ☐ Major project's timeline does not allow for normal procedures in order to be completed Description – _____ _____ _____	
STATEMENT OF NEED AND CERTIFICATION: My department's recommendation for this expenditure is based upon an objective review of the product/service required and appears to be in the best interest of the City of Independence. I know of no conflict of interest with this request. No gratuities, favors or compromising action have taken place. Neither has my personal familiarity with particular brands, types of equipment, materials or firms been a deciding influence on my request to source this purchase when there are other known suppliers to exist. By submitting this form to Munis, I hereby certify that this justification for procurement is accurate and complete to the best of my knowledge and belief.	
Department Head Authorization	
Name: Joe Hegendeffer	Department: Power & Light
Signature:	Title: Director of Power & Light
City Manager Authorization (Emergency Purchases Only)	
Signature:	Date:

DEPARTMENT OF ENERGY

Federal Energy Regulatory Commission

18 CFR Part 35

[Docket No. RM20–16–001; Order No. 881–A]

Managing Transmission Line Ratings

AGENCY: Federal Energy Regulatory Commission, Department of Energy.

ACTION: Order addressing arguments raised on rehearing and clarification.

SUMMARY: The Federal Energy Regulatory Commission (Commission) addresses arguments raised on rehearing and clarifies in part Order No. 881, which revised both the *pro forma* Open Access Transmission Tariff and the Commission’s regulations under the Federal Power Act to improve the accuracy and transparency of electric transmission line ratings.

DATES: As of May 25, 2022 the effective date of the document published January 13, 2022 at 87 FR 2244 is confirmed as March 14, 2022.

FOR FURTHER INFORMATION CONTACT:

Ryan Stroschein (Legal Information), Office of the General Counsel, Federal Energy Regulatory Commission, 888 First Street NE, Washington, DC 20426, (202) 502–8099, Ryan.Stroschein@ferc.gov.

Dillon Kolkman (Technical Information), Office of Energy Policy Innovation, Federal Energy Regulatory Commission, 888 First Street NE, Washington, DC 20426, (202) 502–8650, Dillon.Kolkman@ferc.gov.

SUPPLEMENTARY INFORMATION:

I. Introduction

1. On December 16, 2021, the Federal Energy Regulatory Commission (Commission) issued Order No. 881, a final rule that revised both the *pro forma* Open Access Transmission Tariff (OATT) and the Commission’s regulations under the Federal Power Act (FPA) ¹ to improve the accuracy and transparency of electric transmission line ratings.² Specifically, Order No. 881 requires: public utility transmission providers³ to implement ambient-

adjusted ratings (AAR)⁴ on the transmission lines over which they provide transmission service; regional transmission organizations and independent system operators (RTO/ISO) to establish and implement the systems and procedures necessary to allow transmission owners to electronically update transmission line ratings at least hourly; public utility transmission providers to use uniquely determined emergency ratings; public utility transmission owners to share transmission line ratings and transmission line rating methodologies with their respective transmission provider(s) and with market monitors in RTOs/ISOs; and public utility transmission providers to maintain a database of transmission owners’ transmission line ratings and transmission line rating methodologies on the transmission provider’s Open Access Same-Time Information System (OASIS) site or other password-protected website.

2. On January 18, 2022, several entities filed requests for rehearing and/or clarification of Order No. 881.⁵

3. Pursuant to *Allegheny Defense Project v. FERC*,⁶ the rehearing requests filed in this proceeding may be deemed denied by operation of law. However, as permitted by section 313(a) of the FPA,⁷ we are modifying the discussion in Order No. 881, granting clarification in part, and continue to reach the same

“public utility” as found in section 201(e) of the FPA means “any person who owns or operates facilities subject to the jurisdiction of the Commission under this subchapter.” 16 U.S.C. 824(e).

⁴ An ambient-adjusted rating (or AAR) is defined as a transmission line rating that: (1) Applies to a time period of not greater than one hour; (2) reflects an up-to-date forecast of ambient air temperature across the time period to which the rating applies; (3) reflects the absence of solar heating during nighttime periods where the local sunrise/sunset times used to determine daytime and nighttime periods are updated at least monthly, if not more frequently; and (4) is calculated at least each hour, if not more frequently. See 18 CFR 35.28(b)(12) (2021); *Pro Forma OATT* attach. M, AAR Definition.

⁵ The following entities filed requests for rehearing and/or clarification: American Transmission Company (ATC); Edison Electric Institute (EEI); ITC Holdings Corp., on behalf of its operating subsidiaries, International Transmission Company, Michigan Electric Transmission Company, LLC, ITC Midwest LLC, and ITC Great Plains, LLC (collectively, ITC); MISO Transmission Owners; and Potomac Economics, Ltd., acting in its capacity as MISO’s independent market monitor (Potomac Economics).

⁶ 964 F.3d 1 (D.C. Cir. 2020) (en banc).

⁷ 16 U.S.C. 825/(a) (“Until the record in a proceeding shall have been filed in a court of appeals, as provided in subsection (b), the Commission may at any time, upon reasonable notice and in such manner as it shall deem proper, modify or set aside, in whole or in part, any finding or order made or issued by it under the provisions of this chapter.”).

result in this proceeding, as discussed below.⁸

II. Discussion

4. In this order, we sustain the result of Order No. 881 and continue to find that, because transmission line ratings and the rules by which they are established are practices that directly affect the cost of wholesale energy, capacity, and ancillary services, as well as the rates for the transmission of electric energy in interstate commerce (hereinafter referred to collectively as “wholesale rates”), inaccurate transmission line ratings result in Commission-jurisdictional rates that are unjust and unreasonable.⁹ Below, we first discuss requests for rehearing and/or clarification related to the AAR requirements that the Commission adopted in Order No. 881, specifically: the requirement for transmission providers to implement AARs on all transmission lines; the impact of the AAR requirements on transmission line relays; the use of AARs 10 days forward in transmission service and operations; seasonal line rating floors; the minimum AAR temperature range and AAR granularity; and solar heating in AAR calculations. Second, we discuss requests for rehearing related to the annual recalculation of seasonal line ratings, as required by Order No. 881. Third, we discuss requests for rehearing and/or clarification related to the transparency requirements that the Commission adopted in Order No. 881, including the data sharing burden, OASIS access, and the role of independent market monitors. Lastly, we address requests for rehearing and/or clarification related to compliance and other miscellaneous issues.

A. AAR-Related Requirements of Order No. 881

1. Requirement for Transmission Providers To Implement AARs on All Transmission Lines

a. Final Rule

5. In Order No. 881, the Commission required transmission providers to apply the AAR requirements set forth in *pro forma* OATT Attachment M, as adopted in the final rule, to all transmission lines,¹⁰ subject to certain exceptions.¹¹ The Commission adopted

⁸ *Allegheny Def. Project*, 964 F.3d at 16–17.

⁹ Order No. 881, 177 FERC ¶ 61,179 at PP 3, 29.

¹⁰ *Id.* P 83.

¹¹ Order No. 881 allows exceptions to the AAR and seasonal line rating requirements in instances where the transmission provider determines, consistent with good utility practice, that the transmission line rating of a transmission line is not affected by ambient air temperatures. *Id.* P 227.

¹ 16 U.S.C. 824e.

² *Managing Transmission Line Ratings*, Order No. 881, 87 FR 2244 (Jan. 13, 2022, 177 FERC ¶ 61,179 (2021)).

³ In this order, we use transmission provider to mean any public utility that owns, operates, or controls facilities used for the transmission of electric energy in interstate commerce. 18 CFR 37.3 (2021). Therefore, unless otherwise noted, “transmission provider” refers only to public utility transmission providers. Furthermore, the term

these AAR requirements to improve the accuracy of transmission line ratings, which the Commission explained will cause the rates for the transmission of electric energy in interstate commerce and the sale of electric energy at wholesale in interstate commerce to more accurately reflect the cost of the wholesale service being provided (*i.e.*, energy, capacity, ancillary services, or transmission service), thereby helping to ensure that those wholesale rates are just and reasonable.¹²

6. The Commission chose not to adopt the phased-in implementation schedule proposed in the Notice of Proposed Rulemaking (NOPR) in which a transmission provider would initially implement AARs on only historically congested lines.¹³ The Commission reasoned that applying the AAR requirements to all transmission lines would both ensure that wholesale rates remain just and reasonable and strike an appropriate balance between benefits and challenges of AAR implementation. The Commission also found that the record indicated that costs are mostly initial investment costs in energy management system (EMS) improvements to accommodate AARs, implementation of a ratings database, and review (and potentially reset) of protective relays settings and that, once these initial investments are made, adding AARs to additional transmission lines appears to have a minimal incremental cost.¹⁴

b. Request for Rehearing

7. EEI seeks rehearing of the Commission's decision to require that transmission providers implement AARs on all transmission lines on which they provide transmission service rather than prioritize implementation on historically congested transmission lines as proposed in the NOPR. EEI argues that Order No. 881 fails to support assertions that AARs will ensure that wholesale rates more accurately reflect the cost of wholesale service or that, without AARs, wholesale rates are not just and reasonable.¹⁵

8. EEI asserts that the Commission's primary rationale for requiring AARs on all transmission lines only supports applying the AAR requirements to

congested lines.¹⁶ EEI further asserts that the Commission failed to provide quantified support for applying AARs for near-term service outside RTOs/ISOs and that the examples the Commission relied upon to support its actions, *e.g.*, the potential for avoiding overloads, are hypothetical or anecdotal when applied broadly.¹⁷

9. EEI also argues that the Commission must weigh the benefits of AARs against the costs that will be incurred by requiring AAR adoption on all transmission lines (subject to a few exceptions). EEI further suggests that Order No. 881 cursorily addresses reliability concerns raised by commenters regarding this requirement without sufficiently explaining why the requirement to impose AARs on all transmission lines addresses those concerns.¹⁸

10. EEI also argues that the final rule does not reconcile its requirement for AARs on all transmission lines with Order No. 890,¹⁹ which requires transmission providers "to use data and modeling assumptions for the short- and long-term ATC calculations that are consistent with that used for the planning of operations and system planning, respectively, to the maximum extent practicable." EEI contends that the Commission's failure to reconcile Order No. 881 and Order No. 890 reinforces limiting the applicability of the AAR requirements to only congested transmission lines and in real-time operations or day-ahead markets.²⁰

11. Finally, EEI contends that, while the exceptions to the AAR requirements are needed, they highlight why AARs should not be required on all transmission lines. For example, EEI states that Order No. 881 allows the "temporary use of a transmission line rating different than would otherwise be required under *pro forma* OATT Attachment M [if it] is necessary to ensure safety and reliability."²¹ EEI argues that "reliable operation should not be addressed by exception" and that transmission owners and transmission

providers "should be allowed the flexibility to implement AARs in a reliable manner on the specific circuits where congestion/transfer capability benefits are derived."²²

c. Commission Determination

12. Having considered EEI's request for rehearing on this matter, we continue to find that requiring transmission providers to apply the AAR requirements set forth in *pro forma* OATT Attachment M to all transmission lines on which they provide transmission service, subject to certain exceptions, is just and reasonable.

13. First, in response to EEI's statement that "the Commission assumes, without support, that AARs will ensure that wholesale rates more accurately reflect the cost of the wholesale service being provided,"²³ we disagree. In Order No. 881, to conclude that the AAR requirements will ensure that wholesale rates are just and reasonable, the Commission relied on the "inextricabl[e] link[]" between transmission line ratings and wholesale rates.²⁴ That inextricable link reflects the basic economics of the transmission system; that is, the relationship between the physical system and economic fundamentals, a relationship described in detail by the Commission.²⁵ Consistent with those economics, the Commission explained how inaccurate transmission line ratings—both the understating of transmission capability and the overstating of transmission capability—can affect congestion and resulting wholesale rates.²⁶ These economic fundamentals apply to all transmission lines, not only those that have historically been congested. The Commission explained the benefit of applying the AAR requirements to all transmission lines particularly "[g]iven the difficulty in predicting unexpected congestion before it happens."²⁷ Changes in the transmission flow will arise due to short-term and long-term changes in the physical transmission system (*e.g.*, outages and transmission line upgrades),²⁸ due to changes to the location and amount of generation and load, or due to unexpected events, such as extreme weather. Because such

¹² *Id.* at 5.

¹³ *Id.*

¹⁴ *Id.* (citing Order No. 881, 177 FERC ¶ 61,179 at PP 128–133).

¹⁵ *Preventing Undue Discrimination and Preference in Transmission Service*, Order No. 890, 72 FR 12266 (Mar. 15, 2007), 118 FERC ¶ 61,119, order on reh'g, Order No. 890–A, 73 FR 2984 (Jan. 16, 2008), 121 FERC ¶ 61,297 (2007), order on reh'g, Order No. 890–B, 123 FERC ¶ 61,299 (2008), order on reh'g, Order No. 890–C, 74 FR 12540 (Mar. 25, 2009), 126 FERC ¶ 61,228, order on clarification, Order No. 890–D, 129 FERC ¶ 61,126 (2009).

¹⁶ EEI Request for Rehearing at 6 (quoting Order No. 890, 118 FERC ¶ 61,119 at P 292).

¹⁷ *Id.* at 6–7 (citing Order No. 881, 177 FERC ¶ 61,179 at P 232).

²² *Id.*

²³ *Id.* at 4.

²⁴ Order No. 881, 177 FERC ¶ 61,179 at P 30.

²⁵ *Id.*

²⁶ *Id.* PP 34–35.

²⁷ *Id.* P 94.

²⁸ *Id.* (stating "the AAR requirements adopted in this final rule are beneficial in mitigating the impact of transient congestion, *i.e.*, temporary or short-term congestion that does not occur on a regular basis, such as congestion caused by unexpected equipment outages or other unusual conditions.").

¹² *Id.* P 83.

¹³ *Id.* P 84. The Commission had proposed to define a historically congested transmission line as "a transmission line that was congested at any time in the five years prior to the effective date of [this final rule]." *Managing Transmission Line Ratings*, 85 FR 6420 (Jan. 21, 2021), 173 FERC ¶ 61,165, at P 92 (2020) (NOPR).

¹⁴ Order No. 881, 177 FERC ¶ 61,179 at P 85.

¹⁵ EEI Request for Rehearing at 4.

changes may affect all transmission lines, the economic logic underlying the AAR requirements applies to all transmission lines. By establishing and relying on the basic economic logic underlying the relationship between more accurate transmission line ratings and wholesale rates,²⁹ the Commission had ample support to conclude that applying the AAR requirements to all transmission lines will lead to just and reasonable wholesale rates.³⁰

14. As for the decision to apply the AAR requirements to all transmission lines, EEI is correct that the Commission must weigh the benefits against the burdens of applying the AAR requirements to all transmission lines. The Commission did just that. As explained in Order No. 881, the incremental cost to implement AARs on additional transmission lines—beyond those that are historically congested—once the initial costs have been incurred, is minimal.³¹ EEI does not dispute this fact. By contrast, as the Commission explained in Order No. 881, extending the AAR requirements to apply to those additional transmission lines is expected to have significant value. As the Commission explained in Order No. 881 and we reiterate here, we expect that, over time, the additional congestion costs that will be alleviated through AAR implementation on all transmission lines (compared to only on historically congested transmission lines) will exceed the additional, primarily one-time, costs to implement AARs on those additional transmission lines.³²

15. As the Commission explained in Order No. 881, AARs can help alleviate congestion costs. While the greatest initial benefit may come from implementing AARs on historically congested transmission lines, limiting implementation to such lines, would likely fail to alleviate considerable congestion costs. Generally, patterns of congestion across different transmission lines are difficult to predict. This difficulty is particularly notable during unanticipated system events, such as sudden forced outages and extreme

weather, when flows may change considerably from normal operations. During such events, any increased transfer capability provided through AARs may prove valuable even on transmission lines that have not been historically congested.³³

16. Additionally, AAR implementation itself will affect congestion patterns, as changes to transmission line ratings may change generation dispatch patterns and, by extension, congestion patterns.³⁴ Moreover, as the generation mix continues to evolve and new generation comes online in new locations, congestion patterns will also evolve.³⁵ By design, limiting AARs to only historically congested transmission lines would not address evolving transmission congestion patterns until after potentially costly congestion occurs on previously uncongested lines. For the above reasons, applying the AAR requirements to only historically congested transmission lines would not strike the right balance between the benefits and burdens of AAR implementation.

17. Indeed, the Commission provided the example in Order No. 881 of congestion costs during extreme events as compared to potential congestion cost savings due to AAR implementation. During certain single extreme events, the congestion cost savings of AAR implementation would have been substantial enough from that event alone to justify applying the AAR requirements to all transmission lines, instead of just to historically congested transmission lines. For example, in the February 2021 cold weather event, MISO, which primarily implements seasonal and static line ratings, experienced unprecedented east-to-west flows throughout its service footprint and accrued \$773 million in congestion charges in just a few days, significantly in congestion patterns that were neither predicted nor typical in MISO.³⁶

18. With respect to EEI's claim that the Commission provided inadequate support for applying the AAR

requirements for near-term transmission service outside RTOs/ISOs,³⁷ we disagree. As explained above, Order No. 881 established a clear linkage between transmission line ratings and wholesale rates.³⁸ The Commission's reasoning applies equally in both RTOs/ISOs and non-RTO/ISO regions. While EEI criticizes the Commission's support for its determination as "largely hypothetical," we note that EEI offers no additional arguments or evidence on rehearing that suggests the Commission's use of basic economic theory to support its conclusions was not reasonable.³⁹ Moreover, despite EEI's characterization of the supporting evidence as "anecdotal" and lacking "quantified support," the Commission based its conclusions on substantial evidence in the record that transmission line ratings, *not transmission line ratings in RTOs/ISOs*, are practices that directly affect wholesale rates.⁴⁰

19. We also disagree with EEI's assertion that Order No. 881 was arbitrary and capricious because it addressed reliability concerns in only a "cursory manner," and that it provided for reliability "by exception."⁴¹ In Order No. 881, the Commission adopted the System Reliability section of *pro forma* OATT Attachment M, which permits a transmission provider to use a temporary alternate rating (in place of what would be otherwise required in Attachment M) if the transmission provider reasonably determines such an alternate rating is necessary to ensure the safety and reliability of the transmission system.⁴² Contrary to arguments from EEI, the Commission carefully considered the impacts of the AAR requirements and established the necessary mechanisms to provide transmission owners with the flexibility to ensure safety and reliability.⁴³ While EEI may have preferred that the Commission adopt a more limited application of the AAR requirements, nothing in its rehearing request suggests

²⁹ *Sacramento Mun. Util. Dist. v. FERC*, 616 F.3d 520, 531 (D.C. Cir. 2010) (recognizing that it is "perfectly legitimate for the Commission to base its findings . . . on basic economic theory"); *Assoc. Gas Distributors v. FERC*, 824 F.2d 981, 1008 (D.C. Cir. 1987) ("Agencies do not need to conduct experiments in order to rely on the prediction that an unsupported stone will fall.").

³⁰ Order No. 881, 177 FERC ¶ 61,179 at P 29.

³¹ *Id.* P 85 (citing Exelon Corporation (Exelon) Comments at 8; Indicated PJM Transmission Owner Comments at 5–6; AEP Post-Technical Conference Comments at 2–3; September 2019 Technical Conference, Day 1 Tr. at 181:4–9).

³² *Id.* PP 93–95.

³³ *Id.* P 95.

³⁴ *Id.*

³⁵ See, e.g., American Clean Power Association (ACPA) and Solar Energy Industries Association (SEIA) Joint Comments at 8, 11; Electric Power Supply Association (EPSA) Comments at 4; New England State Agencies Comments at 6.

³⁶ Order No. 881, 177 FERC ¶ 61,179 at P 95; Organization of MISO States, Inc. (OMS) Comments at 10; OMS Reply Comments at 7; see FERC, NERC and Regional Entity Staff Report, *The February 2021 Cold Weather Outages in Texas and the South Central United States* (Nov. 16, 2021), <https://www.ferc.gov/media/february-2021-cold-weather-outages-texas-and-south-central-united-states-ferc-nerc-and>.

³⁷ EEI Request for Rehearing at 5.

³⁸ Order No. 881, 177 FERC ¶ 61,179 at PP 29–34.

³⁹ See *supra* note 31.

⁴⁰ Order No. 881, 177 FERC ¶ 61,179 at P 31 (citing AEP Comments at 3; Ohio FEA Comments at 6; New England State Agencies Comments at 8; OMS Comments at 6; Potomac Economics Comments at 5; CAISO DMM Comments at 4; SPP MMU Comments at 1–2; R Street Institute Comments at 2; Industrial Customer Organizations Comments at 11–12; TAPS Comments at 5–6; WATT Comments at 3–5; Certain TDU Comments at 4–5; Clean Energy Parties Comments at 2–3; EDFR Comments at 3).

⁴¹ EEI Request for Rehearing at 5–6.

⁴² Order No. 881, 177 FERC ¶ 61,179 at P 228.

⁴³ *Id.*

that Attachment M is insufficient to protect safety and reliability.

20. In making its determination in Order No. 881, the Commission relied on the record to find that accounting for ambient air temperatures in transmission line ratings can result “in significant *reliability*, operational, and economic benefits” by, for example, increasing transmission line ratings and thereby affording transmission providers more options to manage load.⁴⁴ AARs correct existing occasional overestimations of transmission line ratings during periods when the actual ambient air temperature is greater than the temperature assumed when the rating was calculated.⁴⁵ As a result, implementation of AARs will lower transmission line ratings when extreme high temperature events occur, reducing the likelihood of inadvertently overloading a transmission line.⁴⁶ Moreover, consistent with PJM’s and Potomac Economics’ post-technical conference comments, the Commission explained that, because AARs typically increase transmission line ratings when actual temperatures are lower than long-term assumptions, the resulting increased transmission capability will provide operators additional flexibility during many hours, which promotes reliability.⁴⁷ Specifically, by increasing the ATC, system operators would have more options available to manage congestion, and potentially ameliorate system conditions during an emergency. This is consistent with the 2019 FERC and North American Electric Reliability Corporation (NERC) Staff Report on the January 2018 South Central cold weather event, which recommended adoption of transmission line ratings that better consider ambient temperature conditions.⁴⁸

21. Finally, we disagree with EEI’s contention that Order No. 881 failed to reconcile the requirements outlined in *pro forma* OATT Attachment M with the provisions adopted in Order No. 890⁴⁹ that require transmission providers “to use data and modeling assumptions for the short- and long-term ATC calculations that are consistent with that used for the

planning of operations and system planning, respectively, to the maximum extent practicable.”⁵⁰ In Order No. 881, the Commission acknowledged that AARs used in near-term operations will deviate from those transmission line ratings used in various planning functions.⁵¹ However, Order No. 890 found that requirements for consistency would “remedy the potential for undue discrimination by eliminating discretion and ensuring comparability in the manner in which a transmission provider operates and plans its system to serve *native load* and the manner in which it calculates ATC for service to *third parties*.”⁵² Since Order No. 881 imposes requirements to change the calculation of ATC by all transmission providers on all transmission lines, any resulting deviation between near-term ATC calculations and those used in modeling assumptions for various “planning of operation and system expansion” does not create the potential for undue discrimination and therefore does not conflict with the requirements of Order No. 890. In any event, we note that the requirement in Order No. 890 for consistent assumptions was “to the maximum extent practicable,” and clarify that none of the requirements in Order No. 881 require revisions to the assumptions used in the transmission planning and development contexts.⁵³

2. Transmission Line Relays

a. Final Rule

22. In Order No. 881, when discussing its decision to apply the AAR requirements to all transmission lines, the Commission noted that “any facility can become the most limiting element as the transmission system changes, and in certain circumstances flows may change considerably from normal operations.”⁵⁴ The Commission further noted that Reliability Standard PRC-023-4 requires setting transmission line relays at values at or above 115% to 170% of various maximum values for current or power carrying capability, *e.g.*, 115% of the highest seasonal 15-minute facility rating of a circuit or 150% of the highest seasonal four-hour Facility Rating of a circuit.⁵⁵

b. Request for Clarification

23. EEI requests clarification that compliance with the AAR requirements

of Order No. 881 will require all transmission owners and transmission providers to evaluate or reevaluate all their transmission protective relay settings to ensure these new worst-case transmission line ratings will not limit transmission loadability under Reliability Standard PRC-023-4 and, wherever necessary, develop and apply new protective relay settings.⁵⁶ Specifically, EEI explains that the AAR requirements adopted in Order No. 881 are beyond PJM’s current practice, despite the Commission’s reliance on PJM as an example, and will require companies to conduct considerable analysis of new maximum transmission line ratings. According to EEI, that analysis of new maximum transmission line ratings, in turn, will require companies to evaluate or reevaluate all of their transmission protective relay settings to ensure compliance with Reliability Standard PRC-023-4.⁵⁷

c. Commission Determination

24. We clarify two aspects of the AAR requirements related to transmission providers’ transmission protection relay settings. First, if a transmission provider establishes higher transmission line ratings, it will have to evaluate or reevaluate its applicable protection systems for that facility. Second, we clarify that in a majority of situations the relay setting should exceed AAR values.

25. As an initial matter, we disagree with EEI that Order No. 881 requires transmission providers to evaluate or reevaluate “*all* transmission protective relay settings to ensure worse case line ratings will not limit transmission loadability under Reliability Standard PRC-023-4.”⁵⁸ Rather, because compliance with Reliability Standard PRC-023-4 is only applicable to a subset of protection systems, *i.e.*, phase protection systems,⁵⁹ not all transmission protection relay settings will be implicated by the requirements adopted in Order No. 881. Additionally, some transmission line ratings will qualify for an exception to the AAR

⁴⁴ *Id.* P 85 (emphasis added).

⁴⁵ *Id.* P 35.

⁴⁶ *Id.*; NOPR, 173 FERC ¶ 61,165 at P 106; Exelon Post-Technical Conference Comments at 9.

⁴⁷ See PJM Post-Technical Conference Comments at 2; Potomac Economics Post-Technical Conference Comments at 8.

⁴⁸ 2019 FERC and NERC Staff Report, *The South Central United States Cold Weather Bulk Electric System Event of January 17, 2018*, at 96–97 (July 2019) (2019 FERC and NERC Staff Report), https://www.ferc.gov/sites/default/files/2020-05/07-18-19-ferc-nerc-report_0.pdf.

⁴⁹ Order No. 890, 118 FERC ¶ 61,119.

⁵⁰ EEI Request for Rehearing at 6 (citing Order No. 890, 118 FERC ¶ 61,119 at P 292).

⁵¹ Order No. 881, 177 FERC ¶ 61,179 at P 131.

⁵² Order No. 890, 118 FERC ¶ 61,119 at P 292 (emphasis added).

⁵³ *Id.* P 347.

⁵⁴ Order No. 881, 177 FERC ¶ 61,179 at P 48.

⁵⁵ *Id.* P 99.

⁵⁶ EEI Request for Rehearing at 12–13.

⁵⁷ *Id.*

⁵⁸ *Id.* at 13 (emphasis added).

⁵⁹ NERC Reliability Standard PRC-023-4 only applies to transmission owners, generator owners, and distribution providers, with load-responsive phase protection systems as described in Attachment A of the Reliability Standard, for certain transmission lines and transformers (*i.e.*, those with low-voltage terminals operated or connected at 200 kV and above and between 100 kV and 200 kV as identified by the planning coordinator as critical to the reliability of the bulk electric system (BES)). Reliability Standard PRC-023-4, at 1–2, <https://www.nerc.com/pa/Stand/Reliability%20Standards/PRC-023-4.pdf>.

requirements,⁶⁰ and some transmission lines may already have implemented the AAR requirements.⁶¹ Finally, some transmission providers have already calculated and implemented AARs for the range of local historical temperatures (over the entire period for which records are available) plus-or-minus a margin of 10 degrees Fahrenheit,⁶² and thus already have relay settings evaluated or reevaluated for compliance with Order No. 881.

26. That said, outside the circumstances identified above, we clarify that, if, as a result of favorable ambient conditions, a transmission provider establishes a higher transfer capability than the currently determined maximum facility ratings, the transmission provider must evaluate its applicable protection systems for that facility in order to comply with Reliability Standard PRC-023-4 and prevent protection settings from limiting transmission loadability. In those instances, some relay settings might require changes to maintain reliability and to accommodate the additional power transfer capability based on AARs. However, relays are set to operate during abnormal conditions such as fault conditions that result in currents that are many factors higher than the maximum continuous facility rating, without limiting power/current flow under any system configuration or interfering with system operators' ability to take remedial action to protect system reliability and thus are not expected to conflict with AARs. As the Commission explained in Order No. 881, relays are set based on practical limitations (e.g., 115% of the highest

seasonal 15-minute Facility Rating of a circuit or 150% of the highest seasonal four-hour Facility Rating of a circuit).⁶³ While 115% of the highest seasonal 15-minute Facility Rating of a circuit or 150% of the highest seasonal four-hour Facility Rating of a circuit defines minimum relay settings, because relays are set to detect abnormal conditions such as fault currents that are many factors higher than the maximum rating of the facility and include a margin to account for minor system changes, transmission providers generally set relay settings above the minimum requirement. Therefore, relay settings should already exceed the minimum requirements even when accounting for new AAR values and thus, in those circumstances, should not merit new protection settings. However, we note that, in Order No. 881, the Commission inadvertently stated that relay settings "in the majority of cases should not exceed AAR values."⁶⁴ We clarify that this was in error. On the contrary, relay settings in the majority of cases should exceed AAR values, meaning, as explained above, that the requirements adopted in Order No. 881 will only require new protective settings of existing relay settings where the transmission line rating increases on compliance with the final rule and that increase results in the relay setting dropping below the minimum required by Reliability Standard PRC-023-4.⁶⁵

3. Use of AARs 10-Days Forward in Transmission Service and Operations

a. Final Rule

27. In Order No. 881, the Commission required transmission providers to use AARs as the relevant transmission line rating for transmission service that starts or ends within 10 days of the date of the request, for the curtailment or interruption of point-to-point transmission service anticipated to occur (start and end) within the next 10 days, and for the curtailment of network transmission service or secondary service or redispatch network transmission service or secondary transmission service anticipated to occur (start and end) within 10 days.⁶⁶ The Commission justified this requirement based on:

(1) the additional benefits gained by adopting a threshold that permits weekly point-to-point transmission service requests to be evaluated using AARs; (2) the additional benefits gained by the use of daytime/nighttime ratings . . . within the 10-day

threshold; (3) the adequate accuracy of ambient air temperature forecasts combined with the ability to implement appropriate forecast margins to alleviate operational concerns associated with persistently decreasing real-time transmission line ratings; and (4) the low relative cost difference between a shorter forward threshold and the proposed 10-day threshold.⁶⁷

b. Request for Rehearing

28. MISO Transmission Owners contend that the Commission ignored or failed to meaningfully respond to MISO Transmission Owners' arguments that requiring the use of AARs for a 10-day forward period could adversely impact reliability and request rehearing on this point.

29. MISO Transmission Owners argue that transmission system reliability could be jeopardized in situations where actual ambient air temperatures are higher than forecast and that, as forecasts approach 10 days, the accuracy of forecasts decreases, which in turn increases the uncertainty and accompanying risk. Specifically, MISO Transmission Owners contend that, due to the imprecise nature of weather forecasting, requiring the use of AARs for a 10-day forward period will result in RTOs/ISOs granting near-term transmission service based on inaccurate calculations of transfer capability, resulting in less accurate calculations of ATC.⁶⁸ For support, MISO Transmission Owners cite evidence from the American Meteorological Society website on the accuracy of medium range forecasts.⁶⁹ Finally, MISO Transmission Owners suggest that, by adopting this provision, the Commission "fail[ed] the requirements of reasoned decision-making."⁷⁰ They contend that, when coupled with the 10-degree temperature margin requirement and the hourly AAR update requirement, this provision will be burdensome, requiring transmission owners to develop millions of data points and ratings across their systems and incorporate voluminous data into all of their market and transmission processes.⁷¹

c. Commission Determination

30. We sustain the determination in Order No. 881 to require the use of AARs for a 10-day forward period. As the Commission acknowledged in Order No. 881, relying on ambient air temperature forecasts necessitates

⁶⁰ Order No. 881, 177 FERC ¶ 61,179 at PP 227–228.

⁶¹ We note that, while Order No. 881 requires more AAR calculations than are currently implemented in the PJM look-up tables, there remains the possibility that many of the transmission owners may have calculated transmission line ratings, and calibrated relay settings accordingly, for a wider range of ambient air temperatures. For example, Entergy calculates AARs for every degree of temperature change. See September 2019 Technical Conference, Docket No. AD19-15, Day One Tr. 157:7–15 (filed Oct. 8, 2019) (September 2019 Technical Conference, Day 1 Tr.).

⁶² As described in Order No. 881, transmission facilities in this case includes overhead conductors and other transmission equipment. Specifically, the Commission defined a transmission line rating in the *pro forma* OATT Attachment M as "the maximum transfer capability of a transmission line, computed in accordance with a written transmission line rating methodology and consistent with good utility practice, considering the technical limitations on conductors and relevant transmission equipment (such as thermal flow limits), as well as technical limitations of the transmission system (such as system voltage and stability limits). Relevant transmission equipment may include, but is not limited to, circuit breakers, line traps, and transformers." Order No. 881, 177 FERC ¶ 61,179 at P 44.

⁶³ *Id.* P 99.

⁶⁴ *Id.*

⁶⁵ *Id.*

⁶⁶ *Id.* P 104.

⁶⁷ *Id.* P 121.

⁶⁸ MISO Transmission Owners Request for Rehearing at 15–16.

⁶⁹ *Id.* at 17 & n.53.

⁷⁰ *Id.* at 13–14.

⁷¹ *Id.* at 13.

accepting some degree of forecast error; however, we disagree that this error will jeopardize system reliability. First, recognizing that ambient air temperature forecast error exists, the Commission required in Order No. 881 that, no matter how accurate the forecast temperatures that underlie transmission providers' calculations of AARs, transmission providers must implement forecast margins to ensure sufficient confidence that actual temperatures will not be greater than the forecast temperatures.⁷² Next, the Commission further established that transmission providers should re-evaluate and adjust such forecast margins if they turn out to be insufficiently or overly conservative.⁷³ Finally, we disagree that the potential error in temperature estimates is significant. A published analysis of the National Oceanic and Atmospheric Administration (NOAA) National Blend of Models (NBM) forecast—one of the publicly available NOAA forecasts that looks out at least 10 days—indicates that the mean absolute error for 240 hour (10 day) forward continental United States surface temperature forecasts was approximately four to six degrees Fahrenheit in July to November 2016.⁷⁴

31. Because transmission providers must implement forecast margins, we disagree with MISO Transmission Owners that inaccurate ambient air temperature forecasts will create reliability concerns. Specifically, by incorporating forecast margins and reevaluating overly conservative forecast margins into their AAR calculations, transmission providers will account for any such forecast inaccuracies in a manner necessary to maintain system reliability. Thus, because transmission providers must use forecast margins that will account for potential inaccurate forecasts, inaccurate forecasts will *not*, as MISO Transmission Owners suggest, cause excessive real-time service curtailments. Indeed, the Commission found in Order No. 881—and we reiterate here—that although transmission providers will continue to curtail transmission at times due to unrealized ambient air temperature assumptions (just as they do today), the need for such curtailments should be *decreased* as a result of the new AAR requirements.⁷⁵

32. Moreover, as the Commission acknowledged in Order No. 881, next day and further forward transmission scheduling already rely heavily upon

weather forecasts to inform next-day load and intermittent generation availability.⁷⁶ Transmission providers have the tools to manage any congestion or potential reliability events that could arise from errors in weather forecasts. These include the ability to curtail or interrupt point-to-point transmission service under sections 13.6 and 14.7 of the *pro forma* OATT, the ability to curtail network service under section 33 of the *pro forma* OATT, and the ability to redispatch network service under sections 30.5 and 33 of the *pro forma* OATT.

33. We also disagree with MISO Transmission Owners' argument that the 10-day threshold for AARs is unduly burdensome. As the Commission found in Order No. 881, and we continue to find here, the cost associated with requiring AARs for additional days forward is essentially the cost of accessing, storing, and processing the additional forecast data, and the cost of calculating, storing, and incorporating into transmission service the additional hours of AARs.⁷⁷ As this process will likely be largely automated, we do not anticipate that the cost and implementation burden of the 10-day threshold, as opposed to a shorter threshold, will be significantly higher.⁷⁸ Additionally, we reiterate that, for RTOs/ISOs, the 10-day threshold applies only to the movement of electricity into/out of their service territories, which is generally point-to-point transmission service. As stated in Order No. 881, because energy transactions in RTOs/ISOs take place within the real-time and day-ahead markets, the 10-day threshold will provide very little additional benefits within existing RTO/ISO markets. Accordingly, Order No. 881 stated that the 10-day threshold does not apply to internal transactions or internal flows associated with through-and-out transactions in RTOs/ISOs.⁷⁹ Instead, the 10-day threshold requirement applies only to RTOs/ISOs' evaluation or determination of availability of transmission service at the seams of RTO/ISO service territories.⁸⁰

34. Turning to MISO Transmission Owners' citation to information on the American Meteorological Society website about the accuracy of forecasts beyond eight days,⁸¹ we reject the introduction of such new evidence as

out of time.⁸² In any event, we find such evidence unpersuasive. First, we note that the statement regarding the accuracy of medium range forecasts cited by MISO Transmission Owners was approved by the American Meteorological Association in 2015. As the Commission noted in Order No. 881, one type of forecast that transmission providers might use to comply with the AAR requirement is the NBM forecast provided by NOAA.⁸³ The NBM forecast did not even exist in 2015, and has gone through at least four complete iterations since its introduction in 2016 (from Version 1.0 to Version 4.0).⁸⁴ The Commission noted in Order No. 881 the tendency for weather forecast accuracy to steadily improve.⁸⁵ As such, statements about weather forecast accuracy from 2015 are likely to under-report accuracy of forecasts in 2025 (when implementation of AARs is required). Furthermore, the Commission in Order No. 881 found that available data on 10-day ambient air temperature forecast accuracy indicated that such forecasts were not so inaccurate that they cannot provide any benefits when used as part of AARs, even when adjusted with appropriate forecast margins.⁸⁶ Indeed, the Commission found that the reported levels of error would likely allow for a meaningful number of hours in any season where a 10-day forward AAR would provide benefits relative to the seasonal line rating.⁸⁷

35. The Commission also noted that the adoption of a 10-day forward AAR provided other benefits, beyond any direct benefits of additional transmission line capacity due to ambient air temperature considerations. Specifically, the Commission found that the adopted 10-day threshold would permit weekly point-to-point transmission service requests to be evaluated using AARs, and would provide additional benefits in forward nighttime hours where the newly required AARs would consider the lack of solar heating in those hours.⁸⁸ We continue to find that these additional benefits will accrue, even in the unlikely event that the use of AARs 10 days forward results in no hours where daytime AARs are greater than seasonal line ratings.

⁷² See 18 CFR 385.713(c) (2021).

⁷³ Order No. 881, 177 FERC ¶ 61,179 at P 123.

⁷⁴ See NOAA, *National Blend of Models—NBM Versions*, <https://vlab.noaa.gov/web/mdl/nbm-versions> (last visited April 21, 2022).

⁷⁵ Order No. 881, 177 FERC ¶ 61,179 at P 122.

⁷⁶ *Id.* P 123.

⁷⁷ *Id.*

⁷⁸ *Id.* PP 121–122.

⁷² Order No. 881, 177 FERC ¶ 61,179 at P 126.

⁷³ *Id.* PP 127–128.

⁷⁴ *Id.* PP 122–123.

⁷⁵ *Id.* P 127.

⁷⁶ *Id.* P 129.

⁷⁷ *Id.* P 125.

⁷⁸ *Id.*

⁷⁹ *Id.* P 134.

⁸⁰ *Id.*; see also *id.* P 106.

⁸¹ MISO Transmission Owners Request for Rehearing at 17 n.53.

4. Seasonal Line Rating Floors

a. Final Rule

36. In Order No. 881, the Commission declined to require the use of a transmission line rating “floor” whereby no AAR would fall below the lowest seasonal line rating. In doing so, the Commission reasoned that, while seasonal line ratings are generally already calculated to reflect worst-case weather conditions, to the extent that a transmission provider experiences extreme temperatures that exceed seasonal assumptions, the resulting transmission line ratings will be more accurate than seasonal line ratings and will send important price signals to market participants. The Commission concluded that, in such circumstances, transmission providers should be able to plan for such extreme temperatures given current temperature forecasting capabilities.⁸⁹

b. Request for Clarification

37. MISO Transmission Owners request that the Commission clarify that individual transmission owners and transmission providers may use a seasonal line rating “floor” (which would ensure that no AAR falls below the lowest seasonal line rating) if they reasonably determine, consistent with good utility practice, that use of such a floor is appropriate.⁹⁰ ITC makes a similar request and, to the extent the Commission denies clarification on this point, ITC seeks rehearing.⁹¹

38. MISO Transmission Owners contend that many transmission owners have developed seasonal line ratings using a combination of assumptions that include ambient air temperature, wind speed, and other variables, that take into consideration the relationship between them as each variable changes. MISO Transmission Owners further suggest that this is contrary to the Commission’s suggestion that transmission owners use “worst case” assumptions in their transmission line ratings. MISO Transmission Owners argue that denying transmission owners the ability to use a floor when justified would compel transmission owners to use ratings that are inconsistent with their planning criteria.⁹²

39. ITC states that its transmission line ratings do not represent worst-case conditions but rather use a combination of assumptions that include ambient air temperature, wind speed, wind

direction, and solar irradiation and that their transmission line ratings take into consideration the relationship between the variables as each variable changes. ITC suggests that implementation of AARs across the range of historically observed temperatures, plus-or-minus a 10-degree margin, presumes less risk, which could cause divergence in the transmission line ratings used for planning and operational purposes. ITC contends that allowing for the use of a seasonal line ratings floor would help mitigate operational risk and reliability planning risk, which should be of paramount importance given how infrequently AARs are likely to exceed the long-term planning assumptions used to establish the lowest seasonal line rating.⁹³

c. Commission Determination

40. We deny the requested clarification and rehearing on this issue. In Order No. 881, the Commission adopted the AAR requirements in order to ensure that transmission line ratings are more accurate and, therefore, that wholesale rates are just and reasonable.⁹⁴ In contrast, imposing a seasonal line rating floor would fail to produce transmission line ratings that reflect the actual capabilities of the transmission lines. A transmission line rating limited by a seasonal line rating floor could result in wholesale rates that do not accurately reflect costs and could result in overloaded conductors or equipment. We recognize that not imposing a seasonal line rating floor means that there will be times in which transmission line ratings fall below the seasonal line rating, for example, because extreme weather events may result in ambient air temperatures above even those used to calculate the seasonal line ratings. However, in such situations, the lower AARs as required by this rule would be the more accurate ratings. The transmission line ratings resulting from a seasonal line rating floor would be inaccurate and thus would not reflect true system limitations and could create reliability concerns.

5. Minimum AAR Temperature Range and AAR Granularity

a. Final Rule

41. In Order No. 881, the Commission required that any methods used to determine AARs be valid for at least the range of local historical temperatures (over the entire period for which records are available) plus-or-minus a margin of 10 degrees Fahrenheit (10-degree margin

requirement). The Commission further required that, where a transmission provider uses pre-calculated AARs within a look-up table or similar database, such values must be calculated for all temperatures within such a valid range. Similarly, where a transmission provider uses a formula or computer program to calculate AARs based on forecasted temperatures, such a formula/program must be accurate across such a valid range. The Commission also required transmission providers to have procedures in place to handle a situation where forecast temperatures fall outside of the valid range of temperatures, to ensure that safe and reliable transmission line ratings are used. The Commission required transmission providers to revise their look-up tables or similar databases or formulas/programs in the event that actual temperatures set new high or low records to maintain the 10-degree Fahrenheit margin.⁹⁵

42. The Commission, in Order No. 881, also required transmission providers to implement AARs that update at least with every five-degree Fahrenheit increment of temperature change (five-degree requirement), in order to meet the *pro forma* OATT Attachment M requirement that an AAR reflect an up-to-date forecast of ambient air temperature. The Commission explained that greater temperature increments might introduce inaccuracies into transmission line ratings, resulting in wholesale rates that are unjust and unreasonable, and that a minimum amount of AAR temperature granularity is necessary to ensure that transmission line ratings sufficiently reflect changes in ambient air temperatures.⁹⁶

b. Request for Rehearing

43. MISO Transmission Owners contend that the Commission failed to satisfy its burden of supporting the five-degree requirement as just and reasonable and request rehearing on this point. MISO Transmission Owners state that the specific use of five-degree Fahrenheit increments was not discussed or proposed in the NOPR, which inhibited parties’ opportunity to comment.⁹⁷

44. MISO Transmission Owners contend that the Commission’s only evidentiary support for the five-degree requirement is that the Electric Reliability Council of Texas (ERCOT) uses this increment. According to MISO

⁸⁹ *Id.* P 125.

⁹⁰ MISO Transmission Owners Request for Rehearing at 18.

⁹¹ ITC Request for Rehearing at 3 n.4, 11.

⁹² MISO Transmission Owners Request for Rehearing at 18–19.

⁹³ ITC Request for Rehearing at 10.

⁹⁴ Order No. 881, 177 FERC ¶ 61,179 at P 83.

⁹⁵ *Id.* P 185.

⁹⁶ *Id.* P 187.

⁹⁷ MISO Transmission Owners Request for Rehearing at 11.

Transmission Owners, the Commission fails to demonstrate how this provision might be appropriate in a multi-state region like MISO.⁹⁸ MISO Transmission Owners also argue that the Commission supplied no evidence to support its conclusion that transmission line rating increments of greater than five degrees might introduce inaccuracies into transmission line ratings, resulting in wholesale rates that are unjust and unreasonable.⁹⁹

45. MISO Transmission Owners further contend that the Commission failed to take into account the compliance burdens that the five-degree requirement will impose, especially when coupled with the 10-degree margin requirement and the requirement to update AARs hourly for every hour over the course of a rolling 10-day period.¹⁰⁰ EEI claims that requiring entities to use a five-degree Fahrenheit temperature increment will be a significant and costly effort that will not yield improvements to the ATC of affected transmission lines.¹⁰¹ ITC asserts that the extensive increase in the volume of transmission line ratings calculations required by Order No. 881 was not contemplated in the NOPR¹⁰² and requests that the Commission provide transmission owners and transmission providers greater flexibility regarding the implementation of additional data points to support AAR calculations.¹⁰³ MISO Transmission Owners and ITC contend that, at least partially due to the plus-or-minus 10-degree range and five degree maximum increment requirements, transmission owners will be required to develop or maintain millions of data points and transmission line ratings across their systems.¹⁰⁴ ITC further argues that the Commission has not shown that the benefits of maintaining these records or the potential use of this data will outweigh the associated burdens.¹⁰⁵ MISO Transmission Owners and ITC contend that, by failing to take this balancing into account, the Commission's decision to impose this requirement fails to constitute reasoned decision-making.¹⁰⁶

46. MISO Transmission Owners also argue that, because the Commission acknowledged in Order No. 881 that the

mean absolute error for continental United States surface temperature forecasts was approximately four to six degrees Fahrenheit in July to November of 2016,¹⁰⁷ it belies any Commission conclusion that the use of five-degree increments, which are within this margin of error, is just and reasonable. MISO Transmission Owners suggest that this demonstrates that the use of a five-degree increment is likely to produce inaccurate ATC determinations and that Order No. 881 is internally inconsistent and contrary to the record.¹⁰⁸

47. EEI contends that Order No. 881 fails to consider the significant weather differences between various regions of the country and lacks substantial evidence to support the five-degree requirement when slightly larger increments would have no meaningful impact on ratings of affected transmission lines.¹⁰⁹ EEI therefore requests that the Commission allow flexibility for governing entities to determine what temperature increments might work best in their region.¹¹⁰ Similarly, MISO Transmission Owners argue that, if the Commission determines that a temperature increment is necessary, the Commission should allow transmission owners and transmission providers to work collaboratively to develop appropriate temperature increments for AARs that are tailored to their regions, climates, and transmission systems, consistent with good utility practice and reasonable deference to engineering judgment.¹¹¹

c. Commission Determination

48. On rehearing, MISO Transmission Owners, EEI, and ITC argue that the Commission failed to support the five-degree requirement, to appropriately balance the burdens of the five-degree requirement (particularly combined with other requirements adopted in the final rule) with the benefits, and to consider the considerable weather differences across the country. For the reasons explained below, we disagree. We continue to find that the five-degree requirement is just and reasonable and will result in more accurate transmission line ratings, and, in turn, just and reasonable wholesale rates, by ensuring that AARs reflect up-to-date forecasts of ambient air temperatures.

49. As an initial matter, in Order No. 881, the Commission reasoned that remedying inaccurate transmission line ratings requires a minimum amount of AAR temperature granularity.¹¹² We disagree that the Commission failed to adequately support its finding that five degrees is the appropriate increment for such granularity. In its comments, Vistra Corp. (Vistra) argued that absent some guidance on the maximum increment of ambient air temperature change beyond which AARs must be updated, a transmission provider would be able to use temperature increments so large that it would undermine the Commission's AAR requirement.¹¹³ The Commission agreed, explaining that, absent guidance, some implementations of AARs may not result in an AAR change despite substantial changes in forecasted temperature and therefore could not be considered an "up-to-date forecast of ambient air temperature."¹¹⁴

50. Having established that a minimum amount of temperature granularity was needed for the AAR requirements adopted in Order No. 881 to yield just and reasonable wholesale rates, the Commission took the step of establishing a five-degree Fahrenheit maximum increment—the five-degree requirement.¹¹⁵ The Commission reasoned that an increment greater than five degrees might introduce inaccuracies into transmission line ratings that would result in wholesale rates that are unjust and unreasonable.¹¹⁶ The Commission also found that the five-degree requirement was a necessary corollary of the requirement that an AAR reflect an *up-to-date* forecast of ambient air temperature.¹¹⁷

51. Contrary to the claim that the Commission reached this conclusion without evidence—or based only on the example of ERCOT—the Commission considered, as reference points, a range of AAR implementation examples, including PJM, ERCOT, and Entergy Services, LLC (Entergy). PJM provides updated AARs every nine degrees Fahrenheit;¹¹⁸ ERCOT provides updated AARs every five degrees Fahrenheit;¹¹⁹ and Entergy calculates AARs for every one degree Fahrenheit of temperature change.¹²⁰ Based on this

⁹⁸ *Id.* at 12.

⁹⁹ *Id.* at 13.

¹⁰⁰ *Id.*

¹⁰¹ EEI Request for Rehearing at 11.

¹⁰² ITC Request for Rehearing at 6.

¹⁰³ *Id.* at 7.

¹⁰⁴ *Id.* at 8; MISO Transmission Owners Request for Rehearing at 13.

¹⁰⁵ ITC Request for Rehearing at 8.

¹⁰⁶ *Id.*; MISO Transmission Owners Request for Rehearing at 14.

¹⁰⁷ MISO Transmission Owners Request for Rehearing at 14 (citing Order No. 881, 177 FERC ¶ 61,179 at P 123).

¹⁰⁸ *Id.*

¹⁰⁹ EEI Request for Rehearing at 11.

¹¹⁰ *Id.* at 11–12.

¹¹¹ MISO Transmission Owners Request for Rehearing at 14–15.

¹¹² Order No. 881, 177 FERC ¶ 61,179 at P 187.

¹¹³ Vistra Comments at 6.

¹¹⁴ Order No. 881, 177 FERC ¶ 61,179 at P 187.

¹¹⁵ *Id.*

¹¹⁶ *Id.*

¹¹⁷ *Id.*

¹¹⁸ *Id.* P 138.

¹¹⁹ *Id.* P 187.

¹²⁰ September 2019 Technical Conference, Day One Tr. at 157:7–15.

record evidence, the Commission adopted a requirement that balances the need for accuracy, and the benefits thereof, with the burdens imposed by a more onerous requirement, such as the one Entergy voluntarily uses for its own AAR calculations. MISO Transmission Owners are correct that, in adopting the five-degree requirement, the Commission partially based its finding on ERCOT's experience. But the Commission did so with good reason: ERCOT has successfully implemented AARs since 2005,¹²¹ and attests to have benefited considerably from its AAR implementation, which specifically includes the five-degree increment.¹²² We are not persuaded by MISO Transmission Owners' claim that because ERCOT is a single-state transmission operator, the Commission inappropriately relied on ERCOT's practices to support imposing requirements on RTOs such as MISO. It is unclear what relevance the number of states within a transmission provider's territory has on the probative value of its experience implementing AARs. To the extent the argument is related to the range of potential temperatures experienced within a transmission provider's territory, and whether that should justify different AAR requirements, we address similar assertions below.

52. In addition to basing its findings on actual AAR implementation by several transmission providers, the Commission relied on statistics describing the value of transmission line rating changes with each degree of temperature change. Specifically, the record from the September 2019 technical conference demonstrates that the difference in transmission line rating accuracy between the five-degree requirement adopted in the final rule and larger temperature increments, *e.g.*, PJM's nine-degree increment, is meaningful. A change in temperature of 1 degree Celsius (1.8 degrees Fahrenheit) can change transmission capacity by 1%.¹²³ Given the sensitivity of wholesale rates to changes in transmission line ratings, as the Commission explained in Order No. 881,¹²⁴ we believe that even a 1% increase in transmission capacity could

present considerable savings for ratepayers. In other words, the Commission had substantial evidence to support the five-degree requirement, both from transmission providers' experience implementing AARs and statistics on the value of additional accuracy of transmission line ratings.

53. The Commission balanced the evidence of the benefits of this granularity in AAR calculations with the burdens imposed by increasing precision. Specifically, the Commission considered record evidence that AAR implementation will likely be primarily automated and that implementation costs will primarily be one-time expenses.¹²⁵

54. We acknowledge that the AAR requirements, including the five-degree requirement, will impose implementation costs on every transmission provider, including those that already implement AARs. But we sustain the Commission's finding that the benefits of the requirements adopted in Order No. 881, on balance, outweigh the burdens. For those transmission providers that already implement AARs, we note that they will be required to revise their transmission line rating look-up tables or similar databases to implement AARs as required by Order No. 881 (including expanding the range of temperatures included in such look-up tables or similar databases to at least the range of local historical temperatures plus-or-minus a margin of 10 degrees Fahrenheit), regardless of whether their temperature increment is five degrees or another increment. In other words, we find that the burden of requiring a five-degree temperature increment versus the burden of requiring a larger than five-degree temperature increment is likely minimal.

55. In response to MISO Transmission Owners' and ITC's contention that the five-degree requirement, particularly when combined with the 10-degree temperature margin requirement, imposes an undue data reporting burden, we disagree. These requirements will materially affect the size of the *look-up tables or similar databases* from which transmission line ratings will be looked-up each hour (for transmission providers that voluntarily use such look-up tables or similar databases), but such requirements will not have any effect on the amount of data that must be stored in the *line*

ratings database under the adopted recordkeeping requirements. This is because, as discussed further below, we expect the total data storage in such look-up tables or similar databases to remain small, that transmission line ratings, once recalculated to comply with Order No. 881, will change only infrequently, the expectation that implementation will be automated, and that there is no requirement for transmission providers to implement look-up tables at all. Specifically, with respect to the effect on the size of the look-up tables or similar databases, we expect that the five-degree requirement and the 10-degree margin requirement may increase by three to five times the amount of data in such databases/tables for some transmission providers that currently use look-up tables or similar databases with narrow temperature ranges or large temperature step-sizes, but that such databases/tables will nonetheless continue to store a very small amount of data,¹²⁶ and that for any particular transmission line such data would usually remain unchanged for months or years. Given that computers will mainly generate and interact with such look-up tables or similar databases, the burden associated with any such increase in the amount of data is not significant. Furthermore, we reiterate that there is no requirement that transmission providers implement such look-up tables or similar databases *at all*. Transmission providers are free to implement formulas or computer programs that will compute line ratings, rather than implementing a line ratings approach that requires looking-up ratings from a database/table.¹²⁷

56. As for arguments for regional flexibility, we are not persuaded that significant weather differences across the country justify the use of different temperature increments for calculating AARs in different regions. The Commission adopted the five-degree requirement as a minimum accuracy threshold that the Commission believes—and we sustain—is necessary to ensure just and reasonable wholesale

¹²⁶ For example, for a transmission line for which the range of historically observed local temperatures was -25 to $+115$ degrees Fahrenheit, and which had four types of ratings (one normal and three emergency ratings), a look-up table or similar database would need to contain at least 264 data points for each transmission line (33 data points for each of the four rating types, computed for both daytime and nighttime). For comparison, PJM's current transmission line rating database computes 64 data points for each transmission line (eight data points for each of four data types, computed for both daytime and nighttime). PJM Ratings Information, <https://www.pjm.com/markets-and-operations/etools/oasis/system-information/ratings-information>.

¹²⁷ Order No. 881, 177 FERC ¶ 61,179 at P 185.

¹²¹ *Id.* at 79:6–10.

¹²² *Id.* at 80:9–19.

¹²³ See *id.* at 52:4–9 (Hudson Gilmer, Line Vision, Inc.) (The benefit of AARs is generally “1% additional capacity for each degree Celsius of reduced temperature below the static assumption.”); September 2019 Technical Conference, Speaker Comments—Jake Gentle (Forecasts for Dynamic Line Rating), Docket No. AD19–15–000, at slide 14 (Sept. 10, 2019).

¹²⁴ Order No. 881, 177 FERC ¶ 61,179 at PP 30, 34, 35.

¹²⁵ See Order No. 881, 177 FERC ¶ 61,179 at PP 94, 125; September 2019 Technical Conference, Day One Tr. at 154:25–157:15; September 2019 Technical Conference, Day One Tr. at 142:14–18; September 2019 Technical Conference, Day Two Tr. at 295:4–7.

rates. While we agree that certain transmission provider regions, such as MISO's, cover a large geographic area and may experience considerable temperature differences as compared to other regions, it is unclear why these differences should merit different transmission line rating accuracy requirements. In other words, we have no reason to conclude that a larger or smaller geographic footprint or wider or narrower range of temperatures across a year justify treating transmission providers disparately with regard to the AAR requirements.

57. We also disagree with MISO Transmission Owners' suggestion that the NOPR gave commenters inadequate notice of the final rule's five-degree requirement. In the NOPR, the Commission proposed AAR requirements that would ensure that transmission line ratings "reflect an up-to-date forecast of ambient temperature,"¹²⁸ which reasonably includes consideration of what minimum degree of granularity might be required to meet this standard.

58. As explained above, different transmission providers that have voluntarily implemented AARs use look-up tables or similar databases with different temperature increments as a means of ensuring the AARs reflect an up-to-date forecast of ambient temperature. In response to the NOPR, Vistra argued that, absent some guidance on the maximum increment of ambient air temperature change beyond which AARs must be updated, a transmission provider would be able to use temperature increments so large as to undermine the effectiveness of the Commission's AAR requirements.¹²⁹ In Order No. 881, the Commission refined its proposal based on stakeholder comments, which is the very purpose of the notice and comment requirements under the Administrative Procedures Act.¹³⁰ The courts have made clear that an "agency 'is not required to adopt a final rule that is identical to the proposed rule.' On the contrary, '[a]gencies are free—indeed, they are encouraged—to modify proposed rules as a result of the comments they receive.'"¹³¹ That is exactly what the Commission did. The fact that

commenters in response to the NOPR raised this issue and asked the Commission to address it reinforces this fact.

59. As for MISO Transmission Owners' contention that the mean absolute error of 10-day temperature forecasts being approximately four to six degrees suggests that the five-degree requirement is inappropriate, we find no merit to the argument. The mean absolute error of a particular forecast and the maximum temperature increment for updating AARs are wholly separate concepts. The mean absolute error of a forecast represents the historical average difference between forecasted value and actual value. By contrast, the maximum temperature increment for updating AARs represents the maximum temperature degree change which might occur before necessitating different AAR values. As such, we find that no inaccuracies or internal inconsistencies are introduced if a maximum temperature increment is smaller than a forecast's mean absolute error.

60. We also further clarify the relationship between the five-degree granularity requirement and the requirement to recalculate AARs hourly. In Order No. 881, the Commission responded to Vistra's comments discussed above that, absent certain minimum requirements for the method to calculate AARs hourly, the Commission's AAR requirements could be undermined. To address this concern, the Commission clarified that "a transmission provider must implement AARs that update at least with every five-degree Fahrenheit increment of temperature change, in order to meet the *pro forma* OATT Attachment M requirement that an AAR reflect an up-to-date forecast of ambient air temperature,"¹³² which is the five-degree granularity requirement. The five-degree granularity requirement does not affect the required timing of a transmission provider's recalculation of AARs. We reiterate that a transmission provider must recalculate AARs at least every hour.¹³³ When the transmission provider undertakes that hourly calculation, it must do so using a method that incorporates the five-degree granularity requirement. That method may be based on a formula or a look-up table or similar database which contains pre-calculated AARs as a function of temperature (e.g., from -10 to 110 degrees Fahrenheit). To the extent a transmission provider uses the latter method such look-up table or similar

database must have no more than five degrees between temperature "steps."

6. Solar Heating in AAR Calculations

a. Final Rule

61. Order No. 881 requires transmission providers to incorporate solar heating into AARs by implementing separate AARs for daytime and nighttime periods.¹³⁴ It further requires transmission providers to update the sunrise and sunset times used to calculate their AARs at least monthly, if not more frequently.¹³⁵ The Commission found that this requirement will produce benefits in forward nighttime hours that would not be realized if the AAR requirements were imposed over a timeframe shorter than 10 days forward and that the accuracy benefits that result from applying daytime/nighttime ratings to weekly point-to-point transmission service and to shorter duration transmission service up to 10 days forward are significant.¹³⁶

b. Requests for Rehearing

62. Both EEI and ITC request rehearing on the daytime/nighttime ratings requirement and argue that this requirement constitutes a substantial departure from the proposal contained in the NOPR. EEI asserts that the scope of benefits that flow from this daytime/nighttime ratings requirement is unclear, particularly given that transmission providers will still rely on industry standards to maintain compliance.¹³⁷ ITC adds that the Commission did not demonstrate that any potential market efficiencies that flow from this and other requirements outweigh the burden on transmission owners to gather the significant amount of data required to calculate AARs for the average system.¹³⁸

c. Commission Determination

63. We sustain the result of Order No. 881 regarding the Commission's requirement that transmission providers incorporate solar heating into AARs by implementing separate AARs for daytime and nighttime periods, and to update the sunrise and sunset times used to calculate their AARs at least monthly, if not more frequently (daytime/nighttime ratings requirement).

64. In Order No. 881, the Commission required implementation of daytime/nighttime ratings based on evidence in the record that such a requirement

¹²⁸ NOPR, 173 FERC ¶ 61,165 at P 3 n.3.

¹²⁹ Vistra Comments at 6–7.

¹³⁰ 5 U.S.C. 553.

¹³¹ *Earthworks v. U.S. Dept. of the Interior*, 496 F. Supp. 3d 472, 498–99 (D.D.C. 2020) (quoting *Ne. Md. Waste Disposal Auth. v. EPA*, 358 F.3d 936, 951 (D.C. Cir. 2004) (per curiam)); see also *id.* (citing *Int'l Union, United Mine Workers of Am. v. Mine Safety & Health Admin.*, 407 F.3d 1250, 1259 (D.C. Cir. 2005)) ("Public input is, after all, one of the purposes of the APA's notice-and-comment scheme.").

¹³² Order No. 881, 177 FERC ¶ 61,179 at P 187.

¹³³ *Id.* PP 47, 162.

¹³⁴ *Id.* P 147.

¹³⁵ *Id.* P 149.

¹³⁶ *Id.* P 122.

¹³⁷ EEI Request for Rehearing at 10.

¹³⁸ ITC Request for Rehearing at 5.

would enhance the accuracy of transmission line ratings, and therefore result in just and reasonable wholesale rates.¹³⁹ None of the arguments contained in the requests for rehearing persuade us to alter that view.

65. In response to the NOPR, several commenters supported incorporating predictable daytime/nighttime ratings into AARs.¹⁴⁰ As the Commission explained in Order No. 881, solar heating is an important input consideration for calculating thermal transmission line ratings.¹⁴¹ By removing solar heating assumptions from transmission line ratings during nighttime periods, transmission providers increase the accuracy of transmission line ratings and thereby enable wholesale rates to better reflect the true cost to serve load. According to several commenters, incorporating daytime/nighttime ratings, subject to the exceptions adopted in Order No. 881,¹⁴² will provide important increases in transfer capability. This, in turn, will lower wholesale rates. Specifically, commenters explained that daytime/nighttime ratings would, on average, increase nighttime transfer capability by anywhere from 5% to 14%.¹⁴³ Potomac Economics found that such transfer capability increase would decrease wholesale rates in MISO by approximately \$30 million per year.¹⁴⁴ Importantly, such increases in transfer capability due to calculating transmission line ratings for nighttime periods can support operators during potentially challenging intervals, such as before sunrise during the morning ramp or after sunset during the evening ramp. Contrary to EEI's assertions, this evidence demonstrates the significant economic benefits of the daytime/nighttime ratings requirement.

66. Further, we continue to find that the daytime/nighttime requirement can yield these benefits at minimal cost,¹⁴⁵ contrary to ITC's contention. Incorporating daytime/nighttime ratings

into AAR calculations can be done at minimal costs, as explained by several commenters.¹⁴⁶ As noted earlier, we expect the costs to implement daytime/nighttime ratings to primarily be one-time automation costs. Once automated, we do not expect the addition of daytime/nighttime ratings to materially increase the cost and complexity of implementing the AAR requirements.

67. Finally, we disagree that stakeholders lacked adequate notice. In the NOPR, the Commission noted that AARs could incorporate other forecasted inputs and, as an example, pointed to PJM's implementation of "day and night ambient air temperature tables, where the night ambient air temperature table assumes zero solar irradiance."¹⁴⁷ Further, the Commission sought comment on whether to require the implementation of dynamic line ratings,¹⁴⁸ which the Commission expressly defined as a transmission line rating that reflects inputs including solar irradiance forecasts and of which daytime/nighttime ratings are the most basic and obvious example.¹⁴⁹ Moreover, the objective of the NOPR—and the final rule—was to improve the accuracy of transmission line ratings, with solar irradiance forecasts repeatedly discussed as one tool for doing so, including multiple mentions of PJM's use of daytime/nighttime AARs.¹⁵⁰ Finally, several commenters in response to the NOPR either noted the benefits of, or voiced support for, incorporating predictable daytime/nighttime solar irradiance forecasts into AARs.¹⁵¹

B. Seasonal Line Ratings—Annual Recalculation Requirement

1. Final Rule

68. In Order No. 881, the Commission required that seasonal line ratings be calculated at least annually, if not more frequently.¹⁵² While the NOPR proposed requiring seasonal line ratings to be updated on a monthly basis, the final rule revised that requirement in response to stakeholder comments. Specifically, the Commission acknowledged that calculating monthly

updates to seasonal line ratings would be burdensome and that the weather assumptions underlying seasonal line ratings are unlikely to change on a month-to-month basis.¹⁵³

2. Request for Rehearing

69. ITC seeks rehearing of the annual update requirement for seasonal line ratings; it requests greater flexibility for transmission owners and transmission providers to update seasonal line ratings as warranted, consistent with good utility practice.¹⁵⁴ ITC asserts that it used recognized industry technical standards to support a multi-year study of its transmission system, which included the collection and analysis of a number of different data sets related to weather, temperature, conductor parameters, and historical inputs, among other things. ITC contends that its use of a multi-year study increases the accuracy of seasonal line ratings and meets the intent of Order No. 881.¹⁵⁵

70. ITC also claims that there is no technical or market-driven justification to require ITC to update its seasonal line ratings annually. Rather, ITC contends that, given its reliance on its multi-year study, it would not be possible for ITC to update its seasonal line ratings annually and that this provision would result in a continuous weather study operation that would be burdensome and unnecessary. Finally, because transmission planning processes partially rely on seasonal line ratings, ITC asserts that changing these ratings on an annual basis would unnecessarily inject complexity and uncertainty into the multi-year transmission planning processes.¹⁵⁶

3. Commission Determination

71. Regarding ITC's request for rehearing on the annual update requirement for seasonal line ratings, we sustain the result in Order No. 881. We disagree with ITC that there is no justification for the annual update requirement for seasonal line ratings. On the contrary, transmission system conditions, including relevant climate and weather data, are frequently changing, especially as extreme weather events are increasing in frequency and duration.¹⁵⁷ To the extent that a

¹³⁹ For example, the Commission cited to comments from R Street Institute, Pacific Gas and Electric (PG&E), Indicated PJM Transmission Owners, Dominion Energy Services, Inc. (Dominion), Potomac Economics, and Vistra. Order No. 881, 177 FERC ¶ 61,179 at PP 147–48.

¹⁴⁰ R Street Institute Comments at 3; PG&E Comments at 11–12; Indicated PJM Transmission Owner Comments at 8–9; Dominion Comments at 8; Potomac Economics Comments at 14–15; Vistra Comments at 4–5.

¹⁴¹ Order No. 881, 177 FERC ¶ 61,179 at PP 147–149; PG&E Comments at 11–12; Vistra Comments at 4–5; Potomac Economics Comments at 15.

¹⁴² Order No. 881, 177 FERC ¶ 61,179 at PP 227–28.

¹⁴³ PG&E Comments at 11; Entergy Comments at 8; Potomac Economics Comments at 15.

¹⁴⁴ Potomac Economics Comments at 15.

¹⁴⁵ Order No. 881, 177 FERC ¶ 61,179 at P 148.

¹⁴⁶ Potomac Economics Comments at 15; Vistra Comments at 4–5.

¹⁴⁷ Order No. 881, 177 FERC ¶ 61,179 at P 144 (citing NOPR, 173 FERC ¶ 61,165 at P 23).

¹⁴⁸ NOPR, 173 FERC ¶ 61,165 at P 100.

¹⁴⁹ *Id.* P 5 n.5.

¹⁵⁰ *Id.* P 23 n.40.

¹⁵¹ See, e.g., *Small Refiner Lead Phase-Down Task Force v. EPA*, 705 F.2d 506, 549 (D.C. Cir. 1983) (finding that a final provision is permitted if an entity participating in a rulemaking "ex ante, should have anticipated that such a requirement might be imposed.").

¹⁵² Order No. 881, 177 FERC ¶ 61,179 at P 215.

¹⁵³ *Id.*

¹⁵⁴ ITC Request for Rehearing at 9.

¹⁵⁵ *Id.*

¹⁵⁶ *Id.*

¹⁵⁷ Order No. 881, 177 FERC ¶ 61,179 at P 215 (citing ACPA/SEIA Comments at 8, 11; EPSCA Comments at 4; New England State Agencies Comments at 6); NOAA, National Centers for Environmental Information, *U.S. Billion-Dollar Weather and Climate Disasters* (2021), <https://www.ncdc.noaa.gov/billions/>; Quadrennial Energy Review, *Transforming the Nation's Electricity*

transmission provider continues to implement seasonal line ratings for years without reviewing and updating those ratings, transmission system conditions are likely to have changed to such a degree as to render the ratings inaccurate and associated wholesale rates unjust and unreasonable. As the Commission stated in Order No. 881, seasonal line ratings, once established, should be reviewed when equipment changes are made, climate or weather data necessitates, or when otherwise prudent.¹⁵⁸ While the Commission proposed in the NOPR to require such recalculations on a monthly basis, the Commission concluded in Order No. 881 that an annual update requirement for seasonal line ratings strikes an appropriate balance between ensuring accurate seasonal line ratings as weather patterns continue to change and the costs associated with updating such transmission line ratings on a regular basis.¹⁵⁹ We continue to believe that the Commission struck the proper balance.

72. Nevertheless, we clarify that the Commission did not prescribe the procedure for recalculating seasonal line ratings, including determining which inputs have changed in a year. For instance, a transmission provider could comply with the annual update requirement for seasonal line ratings by recalculating its seasonal line ratings annually to adjust seasonable temperature assumptions, but then also perform a more detailed recalculation every few years using multi-year temperature data to consider temperature patterns that are harder to identify with only a single year of new temperature data.

73. Moreover, we clarify that the requirement to engage in an annual recalculation does not require transmission owners to undertake unnecessary change from year to year. To the extent that relevant inputs have not changed from one year to the next, the annual recalculation may simply result in continuing to use transmission owner's existing facility ratings.

C. Transparency

1. Data Sharing Burden

a. Final Rule

74. In Order No. 881, the Commission required each transmission provider to maintain a database of its transmission line ratings and methodologies on the transmission provider's OASIS site or

other password-protected website.¹⁶⁰ The Commission required that this database be in such a form that can be accessed by all parties with OASIS access or access to the password-protected website. The Commission stated that the database should archive and allow for querying of all current transmission line ratings and all transmission line ratings used in the past five years.¹⁶¹

75. The Commission further required that transmission line ratings stored in the required database must include a full record of all transmission line ratings, both as used in real-time operations, and as used for all future market periods for which transmission service is offered.¹⁶² The Commission provided a specific example of the implications of the final rule for data storage requirements. Further, while the Commission did not require implementation of DLRs when issuing Order No. 881, it noted that if a transmission provider implements DLRs on any of its transmission lines, then under this requirement it would document the DLRs on such transmission lines in the same way that it documents its AARs. The Commission noted that transmission providers may determine that a variety of approaches to storing this data may be acceptable as long as users of the database can readily identify which such ratings (including for the operational hour and any forward hours) were in effect for which transmission lines at which times.¹⁶³ The Commission did not specify exactly how records of seasonal or static line ratings should be stored in the transmission line rating database. However, the Commission explained that such longer-term transmission line ratings do not necessarily need to be stored on an hourly basis, so long as users of the database can readily identify which ratings were in effect for which transmission lines at which times. The Commission noted that some transmission lines may not have any AARs at all, where permitted under *pro forma* OATT Attachment M, and so may only have ratings such as seasonal or static line ratings.¹⁶⁴

b. Requests for Rehearing

76. EEI and ITC request rehearing of the data requirements of Order No. 881. EEI argues that the Commission erred in requiring transmission owners to store in the required database a full record of

all transmission line ratings, both as used in real-time operations and as used for all future market periods for which transmission service is offered, without a showing of substantial need.¹⁶⁵ ITC similarly asserts that the Commission erred by requiring transmission owners to comply with unduly burdensome data storage and maintenance requirements.¹⁶⁶

77. EEI and ITC allege that the data requirements impose a significant burden on transmission owners for which the Commission has failed to articulate corresponding and substantially greater benefits.¹⁶⁷ EEI reports that one member utility estimates that it will send several million transmission line ratings per hour to its transmission provider.¹⁶⁸ ITC calculates that implementing Order No. 881's requirements on its own transmission system would result in 3.4 million ratings calculated and stored every hour and that the total number of ratings calculated and stored would "quickly become astronomical."¹⁶⁹ EEI notes that even its member utilities who have been using AARs for years do not maintain the kind of data required by Order No. 881.¹⁷⁰ Rather, EEI states that member utilities using AARs commonly embed algorithms into the transmission owner's EMS that allow power flow analyses to make use of AAR curves for each circuit. EEI also contends that the volume of data required is a significant departure from the NOPR and significantly more burdensome.¹⁷¹ EEI alleges that "[t]he requirements in the Final Rule are significantly more burdensome than providing data upon request" and that the Commission's decision to impose such requirements is "arbitrary and capricious."¹⁷²

c. Commission Determination

78. In response to requests for rehearing regarding the data storage and sharing requirements of Order No. 881, we continue to find that the benefits outweigh the burdens and that these requirements will help ensure just and reasonable wholesale rates. As the Commission found in Order No. 881, making transmission line ratings and methodologies available to a broader range of stakeholders will amplify the expected benefits of the proposal included in the NOPR, further facilitate more accurate transmission line ratings,

System: The Second Installment of the QER, at 4–2 (Jan. 2017).

¹⁵⁸ Order No. 881, 177 FERC ¶ 61,179 at P 215; MISO Comments at 21.

¹⁵⁹ Order No. 881, 177 FERC ¶ 61,179 at P 215.

¹⁶⁰ *Id.* P 330.

¹⁶¹ *Id.*

¹⁶² *Id.* P 339.

¹⁶³ *Id.* P 339 n.819.

¹⁶⁴ *Id.* P 339 n.820.

¹⁶⁵ EEI Request for Rehearing at 3.

¹⁶⁶ ITC Request for Rehearing at 5.

¹⁶⁷ *Id.* at 8; EEI Request for Rehearing at 10.

¹⁶⁸ EEI Request for Rehearing at 9–10.

¹⁶⁹ ITC Request for Rehearing at 8.

¹⁷⁰ EEI Request for Rehearing at 10–11.

¹⁷¹ *Id.* at 9–11.

¹⁷² *Id.* at 11.

and facilitate more cost-effective decisions by market participants and state agencies.¹⁷³ For example, these requirements will help potential interconnection customers more easily identify optimal interconnection locations and understand or reproduce congestion analyses.¹⁷⁴ These requirements will also enable transmission customers to better understand what is driving the prices that they are required to pay.¹⁷⁵ In addition, as noted in Order No. 881,¹⁷⁶ transparency with transmission line ratings and methodologies will be particularly beneficial to wholesale market participants trying to manage uncertainty. With respect to FTR market participants, for example, because FTR payouts are based on congestion costs that change with transmission line ratings and methodologies with a wider range of stakeholders will help establish efficient FTR market price discovery by improving FTR market participants' understanding of certain drivers of congestion, and allow such market participants to build such understanding into their FTR bids and offers.¹⁷⁷ Commenters also suggest that these requirements may assist transmission providers in considering public policy driven transmission needs as part of their regional transmission planning processes.¹⁷⁸ We reiterate the Commission's finding in Order No. 881 that the benefits of increased transparency, such as those just described, are likely to outweigh the burden on transmission providers.¹⁷⁹

79. We also find that these requirements reasonably follow from the NOPR, which proposed to require transmission owners to share transmission line ratings for each period for which transmission line ratings are calculated and emphasized the value of such transparency to verify the resulting transmission line ratings and to identify potential errors.¹⁸⁰ The NOPR then explicitly sought comment on "whether to require transmission owners to make their transmission line ratings and rating methodologies available to other

interested stakeholders, including posting information on their OASIS pages or other password protected online forum."¹⁸¹ Commenters extensively discussed the benefits and burdens of the proposed transparency requirements, including responding to this request for comment.¹⁸² In addition to the explicit language in the NOPR, storing transmission line ratings and methodologies on OASIS or a similar website should be an expected means of achieving the data-sharing contemplated by the NOPR. In fact, the Commission has similarly required the use of OASIS or a similar website to ensure transparency in other contexts.¹⁸³

80. Further, we continue to find that Order No. 881's requirements follow from existing regulations surrounding transmission line rating data sharing and retention. As noted in Order No. 881,¹⁸⁴ the requirement that transmission providers must archive the data for five years of history follows reasonably from the Commission's regulations for document retention periods that apply to OASIS postings.¹⁸⁵ In addition, as noted in Order No. 881,¹⁸⁶ § 37.6 of the Commission's regulations already requires transmission providers, upon customer request, to make all data used to calculate ATC for any constrained posted path publicly available on OASIS. This includes the limiting elements and the cause of the limit (e.g., thermal, voltage, stability), as well as load forecast assumptions.¹⁸⁷ Similarly, § 37.7 of the Commission's regulations also requires historical data to be available for 90 days or, upon request, five years. We note again that the durations for document retention in Order No. 881 are consistent with these existing requirements.

81. Finally, we also find unpersuasive arguments that the transparency requirements are unduly burdensome. In response to comments that the total number of transmission line ratings required to be stored would "quickly become astronomical,"¹⁸⁸ we find the

implementation and operation of a database of this type to be well within the normal business scope of a data-intensive entity like a transmission provider. For example, the 3.4 million transmission line rating records that ITC explains it would have to calculate and store every hour would total only about 1.8 terabytes over the entire five-year line rating retention period required in Order No. 881,¹⁸⁹ although the overall storage requirements would be several times that, considering memory for back-ups and data management. As a pure matter of quantity of data stored (i.e., "hard drive size"), this is a de minimis amount of storage. We note that ITC might be arguing that this is a significant number of *individual records* to store, even if they require a small data storage footprint. While we recognize that there will be significant numbers of line rating records, we have also explained that we expect that transmission providers will use automated processes to calculate these line ratings,¹⁹⁰ and we similarly expect that transmission providers will use automated processes to populate the ratings databases. As such, we disagree that the storage of the line rating data will have a meaningful burden.

2. OASIS Access

a. Final Rule

82. In Order No. 881, the Commission required each transmission provider to maintain a database of its transmission owners' transmission line ratings and methodologies on the password-protected section of the transmission provider's OASIS site or other

¹⁸⁹ We estimated this storage space requirement based on the following assumptions: First, we assume that the 3.4 million hourly line ratings reflect each of the 240 forecasted line ratings for each of the relevant transmission lines and transmission line rating types (normal and emergency), as required by Order No. 881. Second, we assume the rating records are stored in a table with each row having line ID, rating day and hour, rating type, 240 forecast ratings and 240 forecast hours, and 2 extra variable character columns in case of other information requirements. Thereby, the 3.4 million hourly line ratings is reduced to 14,167 hourly records (that is, (3.4 million hourly line ratings)/(240 forecasted ratings)). The hourly storage requirements are then estimated to be 41 megabytes/hour. That is, (2,998 bytes per row) * (14,167 rows/hour)/(1,048,576 bytes/megabyte). We estimate the bytes per row to be 2,998 bytes as follows: (8 bytes for line ID) + (8 bytes for rating day and hour) + (2 bytes for rating type) + (4 bytes per forecast rating * 240 forecast ratings) + (8 bytes per forecast rating hour * 240 forecast hours) + (50 bytes each for the 2 variable character columns). The entire five years of transmission line ratings data that are required to be stored is then calculated as (41 megabytes/hour) * (24 hours/day) * (365 days/year) * (5 years)/(1,000,000 megabytes/terabyte) = 1.8 terabytes.

¹⁹⁰ Order No. 881, 177 FERC ¶ 61,179 at PP 125, 149, 163, 169, 362.

¹⁸¹ *Id.* P. 129.

¹⁸² See Order No. 881, 177 FERC ¶ 61,179 at PP 316–320, 336–340 (summarizing relevant comments).

¹⁸³ See, e.g., *Reform of Generator Interconnection Procedures and Agreements*, Order No. 845, 83 FR 21342 (May 9, 2018), 163 FERC ¶ 61,043 at PP 236–238 (2018), *errata notice*, 167 FERC ¶ 61,123, *order on reh'g*, Order No. 845–A, 84 FR 8156 (Mar. 6, 2019), 166 FERC ¶ 61,137 (2019), *errata notice*, 167 FERC ¶ 61,124, *order on reh'g*, Order No. 845–B, 168 FERC ¶ 61,092 (2019).

¹⁸⁴ Order No. 881, 177 FERC ¶ 61,179 at P 340.

¹⁸⁵ 18 CFR 37.7 (2021) (Information to be posted on the OASIS).

¹⁸⁶ Order No. 881, 177 FERC ¶ 61,179 at P 338.

¹⁸⁷ See 18 CFR 37.6 (2021).

¹⁸⁸ ITC Request for Rehearing at 8.

¹⁷³ Order No. 881, 177 FERC ¶ 61,179 at P 336.

¹⁷⁴ See, e.g., ACPA/SEIA Comments at 18–20.

¹⁷⁵ See, e.g., TAPS Comments at 24.

¹⁷⁶ Order No. 881, 177 FERC ¶ 61,179 at P 337.

¹⁷⁷ DC Energy Comments at 3. While different RTOs/ISOs have different names for these financial products, such as financial transmission rights, transmission congestion rights, congestion revenue rights, etc., for simplicity here we will use FTRs to refer to any such financial product in the RTOs/ISOs.

¹⁷⁸ See, e.g., New England State Agencies Comments at 20.

¹⁷⁹ Order No. 881, 177 FERC ¶ 61,179 at P 336.

¹⁸⁰ NOPR, 173 FERC ¶ 61,165 at PP 125–130.

password-protected website. The Commission found that allowing other entities (beyond transmission providers and market monitors) to access the password-protected section of the transmission provider's OASIS site or other password-protected website containing the database of transmission line ratings and methodologies will further facilitate more accurate transmission line ratings and more cost-effective decisions by market participants.¹⁹¹

b. Request for Clarification

83. EEI requests that the Commission clarify that those seeking to access the data on their OASIS site be required to show a "business need" for the information.¹⁹² EEI further suggests that the requirements in Order No. 881 might not be sufficient to maintain confidentiality.¹⁹³ EEI characterizes the requirements of Order No. 881 as mandating that transmission owners share information on their transmission line rating methodology with market participants that may not have signed non-disclosure agreements, which EEI claims significantly deviates from past practice and infringes on the rights of transmission providers to rate their own equipment. EEI requests that the Commission clarify that the transmission owner may limit access to those with a business need and may require execution of non-disclosure agreements prior to accessing the information.¹⁹⁴

84. EEI also requests that the Commission clarify that the data might be subject to protections for Critical Energy Infrastructure Information (CEII). EEI claims that the use of AARs will, in many instances, establish the maximum limiting factor for transmission lines and that such information might be argued to constitute CEII.¹⁹⁵

c. Commission Determination

85. As a preliminary matter, we clarify that, contrary to statements in EEI's request for clarification,¹⁹⁶ Order No. 881 requires transmission providers to post transmission line ratings and methodologies-related data to a password-protected section of their OASIS site or another password-protected website. Therefore, transmission providers have the discretion to post the required data to their OASIS site or an alternative

password-protected website. We note, however, that the data posted to either a transmission provider's website or OASIS must be maintained such that users can view, download, and query data in standard formats, using standard protocols.¹⁹⁷ If the transmission provider chooses to post the data to its own website instead of OASIS, we clarify that users must be able to access the data in a manner that is comparable to if it were posted to OASIS and subject to OASIS access requirements.¹⁹⁸

86. Consistent with these clarifications, we decline to establish further requirements regarding access to OASIS or to a password-protected website the transmission provider uses for compliance with Order No. 881 that would require demonstration of a business need or signing of a non-disclosure agreement. EEI has not explained why transmission providers should be able to restrict access to transmission line ratings and methodology data only to parties who have a "business need" and have executed a non-disclosure agreement. EEI's support for such restrictions is only a vague assertion that Order No. 881's requirements might not "be sufficient to maintain confidentiality."¹⁹⁹ We find this vague assertion inadequate for imposing the restrictions EEI describes, particularly since accessing much of the other transmission-related information on OASIS requires no such demonstration or signing of a non-disclosure agreement under the Commission's rules governing OASIS.

87. Conversely, we find that avoiding such restrictions maintains the benefits of transparency into transmission line ratings and methodologies that the Commission articulated in Order No. 881 and elsewhere in this order. In other words, we are not persuaded that any

confidentiality benefits that would come from allowing the kind of restrictions EEI requests would outweigh the loss of transparency benefits gained by the Commission's requirements. Thus, we uphold Order No. 881's finding that requiring transmission line ratings and methodologies to be shared via OASIS or other password-protected website creates a measure of transparency needed to ensure just and reasonable wholesale rates.²⁰⁰

88. We deny EEI's request for clarification that transmission line ratings and methodologies constitute CEII, and clarify that Order No. 881 did not revise the Commission's existing CEII requirements.²⁰¹ The Commission's CEII regulations govern only "the procedures for submitting, designating, handling, sharing, and disseminating [CEII] submitted to or generated by the Commission."²⁰² Because the transmission line ratings and methodologies are neither generated by the Commission nor filed with the Commission—either under current rules or under the requirements of Order No. 881—such information would not be considered CEII under the Commission's CEII regulations.

3. The Role of Independent Market Monitors

a. Final Rule

89. In Order No. 881, the Commission required transmission owners to share their transmission line ratings for each period for which they are calculated and transmission line rating methodologies with their transmission providers and with market monitors in RTOs/ISOs.²⁰³ The Commission found that requiring transmission owners to share transmission line ratings and methodologies with their transmission providers and, in RTOs/ISOs, market monitors, will help remedy unjust and unreasonable wholesale rates caused by

¹⁹⁷ See 18 CFR 35.28(b)(12); *Pro Forma* OATT, attach. M, AAR Definition; see also *Pro Forma* OATT, attach. M, Obligations of the Transmission Provider ("Postings to OASIS or another password-protected website: The Transmission Provider must maintain on the password-protected section of its OASIS page or on another password-protected website a database of Transmission Line Ratings and Transmission Line Rating methodologies. . . . The database must be maintained such that users can view, download, and query data in standard formats, using standard protocols.").

¹⁹⁸ *Open Access Same-Time Information System and Standards of Conduct*, Order No. 889, 61 FR 21737 (May 10, 1996), FERC Stats. & Regs. ¶ 31,035, at attach. § V.3 "Information Access Requirements (1996) (cross-referenced at 75 FERC ¶ 61,078), *order on reh'g*, Order No. 889-A, 61 FR 21737 (Mar. 14, 1997), FERC Stats. & Regs. ¶ 31,049 (cross-referenced at 78 FERC ¶ 61,221), *reh'g denied*, Order No. 889-B, 81 FERC ¶ 61,253 (1997), *aff'd in relevant part sub nom. Transmission Access Policy Study Grp. v. FERC*, 225 F.3d 667 (DC Cir. 2000).

¹⁹⁹ EEI Comments at 15.

²⁰⁰ See, e.g., Order No. 881, 177 FERC ¶ 61,179 at PP 11 (finding that the transparency reforms adopted in Order No. 881 "will ensure that prices reflect the true cost of the wholesale service being provided and thereby are necessary to ensure just and reasonable wholesale rates"), 39 (finding existing wholesale rates unjust and unreasonable due to lack of transparency, specifically the failure to "provide market participants information important to making cost-effective decisions" and the possibility for "transmission owners to submit inaccurate near-term transmission line ratings" that "do not accurately reflect the cost of the wholesale service being provided").

²⁰¹ Under the Commission's CEII regulations, an entity may submit information to the Commission requesting that it be treated as CEII. 18 CFR 388.113 (2021).

²⁰² *Id.* (emphasis added).

²⁰³ Order No. 881, 177 FERC ¶ 61,179 at P 330.

¹⁹¹ *Id.* P 336.

¹⁹² EEI Request for Rehearing at 4.

¹⁹³ *Id.* at 15.

¹⁹⁴ *Id.*

¹⁹⁵ *Id.*

¹⁹⁶ *Id.*

inaccurate transmission line ratings.²⁰⁴ The Commission reiterated that it will continue to conduct reviews of transmission line ratings as a component of broader tariff compliance audits and that Order No. 881 does not change the auditing requirements or authorities of any entity.²⁰⁵ The Commission noted that many commenters used the term “audit” to describe activities by market monitors and other entities that the Commission’s rules do not define as auditing and noted that the Commission retains its authority to formally audit for compliance with OATTs and other Commission-jurisdictional rules.²⁰⁶

b. Request for Clarification

90. EEI requests that the Commission clarify that the role of the independent market monitor is not to “second guess” the information provided by the transmission provider.²⁰⁷ EEI requests clarification that any review of transmission line ratings and/or methodologies does not expand the market monitor’s audit authority over this information provided by the transmission owner.²⁰⁸ EEI requests clarification that the market monitor’s role is limited to “verifying the accurate mechanical implementation of transmission line ratings calculations (e.g., detecting corrupt data) and not related to the line ratings formulations or inputs thereto.”²⁰⁹ EEI claims that the role of market monitors is to identify noncompetitive outcomes resulting from market power or manipulative behavior. EEI argues that the market monitor should be independent of interests in market outcomes, should not interfere with market participants’ management of their assets, and should not interfere with RTOs/ISOs’ and transmission owners’ operations of the bulk electric system.²¹⁰ EEI requests that the Commission clarify that the market monitor has no audit or enforcement authority related to the use of transmission line ratings and any impacts on reliable operations or market outcomes.²¹¹

c. Commission Determination

91. We grant EEI’s request for clarification in part and deny in part. We clarify that nothing in Order No. 881 changes or expands the role or authority of market monitors or the auditing

responsibilities of any entity.²¹² However, we deny EEI’s request for clarification on other matters. We expect that market monitors may use the transmission line rating information available to them in furtherance of their existing responsibilities, which are set forth in the Commission’s regulations and the relevant tariffs of each RTO/ISO.²¹³

D. Compliance

1. Final Rule

92. In Order No. 881, the Commission adopted a modified implementation schedule from that proposed in the NOPR. In particular, in the NOPR, the Commission proposed requiring AAR implementation on congested transmission lines within one year from the date of the compliance filing and, for all other transmission lines, implementation within two years from the date of the compliance filing.²¹⁴ In the final rule, the Commission required implementation of the requirements adopted in Order No. 881 no later than three years from the compliance filing due date. Based on comments submitted in response to the NOPR,²¹⁵ the Commission found that three years is consistent with the implementation schedule most commonly suggested by transmission owners for AAR implementation on priority transmission lines, and that three years should be sufficient time for transmission owners and transmission providers to implement changes to their processes and systems to comply with the requirements of Order No. 881.²¹⁶

2. Request for Rehearing

93. EEI seeks rehearing, arguing that the implementation schedule set forth in Order No. 881 was made without any evaluation of the number and types of transmission lines that would be implicated by the final rule.²¹⁷ EEI claims that, while some commenters may have opined that three years would be a sufficient amount of time to implement AARs, these comments were based on the NOPR proposal that would have required that AARs be implemented on historically congested transmission lines, not on all transmission lines.²¹⁸ EEI argues that the three-year implementation period

does not consider the substantial increase in the number of transmission line ratings that the final rule requires transmission providers to compute as compared to the NOPR. In addition, EEI argues that the implementation timeframe does not consider or provide information on whether third-party vendors have the database infrastructure or the ability to develop the database infrastructure necessary to support the data requirements in the final rule. EEI contends that a longer implementation period would provide additional time for coordination, which would benefit transmission owners that have facilities in multiple states.²¹⁹

94. Potomac Economics also requests rehearing, but argues that the Commission should require implementation of AARs and emergency ratings as soon as practicable rather than permitting transmission providers and transmission owners to wait three years to comply with these requirements.²²⁰ Specifically, Potomac Economics contends that the Commission made a well-reasoned finding that failing to adjust transmission line ratings for changes in ambient air temperature and failing to utilize emergency ratings can lead to wholesale rates that are unjust and unreasonable, and should only be done if it were infeasible to require AARs more quickly than the three-year deadline established in the final rule. In particular, Potomac Economics requests that the Commission modify its proposed implementation schedule to require that AARs be implemented within one year of the final rule on a designated number of the most congested constraints that are not currently being adjusted.²²¹

95. Potomac Economics also requests rehearing of the Commission’s determination to require the use of emergency ratings on the same implementation timeframe as AARs. Potomac Economics states that, while there may be “challenges” for resources required to implement AARs, this is not generally true of emergency ratings, as they can be provided under most RTOs/ISOs’ current systems with no significant modifications, arguing that emergency ratings are particularly important because the vast majority of real-time constraints are first-contingency constraints where emergency ratings are presumptively appropriate.²²² Potomac Economics argues that it is unreasonable for the

²⁰⁴ *Id.* P. 331.

²⁰⁵ *Id.* P. 334.

²⁰⁶ *Id.* P. 334 n.813.

²⁰⁷ EEI Request for Rehearing at 3.

²⁰⁸ *Id.* at 14.

²⁰⁹ *Id.*

²¹⁰ *Id.*

²¹¹ *Id.* at 14–15.

²¹² Order No. 881, 177 FERC ¶ 61,179 at PP 333–34.

²¹³ 18 CFR 35.28(g)(3).

²¹⁴ NOPR, 173 FERC ¶ 61,165 at P 81.

²¹⁵ Order No. 881, 177 FERC ¶ 61,179 at P 361 n.870.

²¹⁶ *Id.* PP 360–361.

²¹⁷ EEI Request for Rehearing at 7–8.

²¹⁸ *Id.* at 8.

²¹⁹ *Id.*

²²⁰ Potomac Economics Request for Rehearing at 5.

²²¹ *Id.* at 6–7.

²²² *Id.* at 7–8.

Commission not to require near-term implementation of fixed emergency ratings pending the implementation of AARs given that: (1) The failure to utilize emergency ratings on contingency constraints is a major contributor to unjust and unreasonable wholesale rates; (2) the information needed to provide unadjusted emergency ratings is readily available for most constraints; and (3) there are no dependencies between providing fixed seasonal emergency ratings and later adjusting such ratings for changes in ambient air temperatures. Potomac Economics contends that allowing the emergency ratings requirements to be suspended for up to three years will result in inflated congestion and curtailments of low-cost generation and is indisputably unreasonable, is unsupported by the record, and has not been reasonably justified or explained by the Commission. Potomac Economics requests that the Commission revise its implementation schedule to require near-term implementation of reliable emergency ratings in the real-time markets, day-ahead markets, and forward markets and in planning studies.²²³

3. Commission Determination

96. We sustain the Commission's determinations in Order No. 881 on this issue. As an initial matter, EEI mischaracterizes the NOPR proposal as one in which "AARs would be implemented on congested lines, not all lines."²²⁴ In fact, the NOPR proposed a staggered approach that would prioritize implementation on congested transmission lines (within one year from the date of the compliance filing for implementation of the proposed reforms to become effective) and require a longer timeline for implementation of AARs on all other transmission lines (within two years of the date of the compliance filing for implementation of the proposed reforms to become effective).²²⁵ EEI acknowledged this in comments in response to the NOPR, that it "agrees with a staggered approach, similar to the Commission's proposal" but suggested that the Commission "not require that companies deploy AARs on all transmission facilities."²²⁶

97. EEI suggests that the three-year implementation period does not consider the "substantial increase in the number of ratings that the final rule requires to be computed," as compared to the NOPR, nor whether third-party

vendors will be able to support the data requirements of Order No. 881.²²⁷ Contrary to EEI's argument, the Commission did consider the requirements adopted in the final rule—as opposed to those in the NOPR—in setting the implementation timeline. The Commission determined that three years was a reasonable implementation timeline by considering the comments filed in response to the NOPR. Multiple commenters noted that one of the largest impediments to the NOPR's proposed two-year implementation timeline was the time needed to develop necessary software changes, which are largely one-time upgrades applicable to both congested and non-congested transmission lines.²²⁸ In giving transmission providers more time to implement the requirements adopted in Order No. 881 than proposed in the NOPR, the Commission responded to commenters' justification for additional time to develop the software but balanced that with the fact that once the software is in place, the calculations are largely automated. Thus, the Commission's determination in setting the three-year implementation timeline accounted for potential implementation challenges of the more broadly applicable transmission line ratings requirements of the final rule.

98. As for third-party vendor availability, the Commission considered comments that raised these concerns in response to the NOPR.²²⁹ Specifically, in the NOPR, the Commission proposed AAR requirements similar to those adopted in the final rule, and similarly explained that those requirements would necessitate that transmission providers implement an automated system in setting the implementation timeline.²³⁰ For example, Arizona Public Service Company (APS) argued that "adequate time is needed to

develop the business requirements for the software vendors and that APS will have to work with multiple software vendors to comply"²³¹ and then indicated that it agreed with EEI's assertion that "between two to three years" is needed to implement AARs on priority transmission lines.²³² As explained in Order No. 881 and above, we expect that the implementation burden is predominantly a one-time investment and that the burden of applying AARs to additional transmission lines is minimal.²³³ Thus, in considering comments like APS's, the Commission determined that a three-year implementation timeline for all transmission lines—as opposed to just priority transmission lines—balances the need to implement the requirements adopted in Order No. 881 as soon as practicable to address unjust and unreasonable wholesale rates with the burden on transmission providers of complying with those requirements. In short, EEI fails to support the claims it makes about the potential for the data storage and sharing requirements to require additional time due to the need for third-party vendors beyond the extended three-year timeline adopted in the final rule. Thus, we are not persuaded that the additional requirements adopted in the final rule, as compared to the NOPR, necessitate further implementation delay.

99. Nor are we persuaded to adopt an earlier implementation, as requested by Potomac Economics. We find that a three-year implementation schedule provides a reasonable amount of time for transmission providers to implement the requirements of Order No. 881. As noted above, commenters raised concerns with the NOPR's proposed timeline, which was shorter than that adopted in the final rule. For example, MISO Transmission Owners, EEI, Southern Company, SCE, PacifiCorp, APS, ITC, and other commenters expressed concerns that it would be difficult to implement AARs on *any* transmission line within one year due to required operating and data system upgrades.²³⁴ On the other hand, as the Commission explained in Order No. 881 and as we note above, three years is consistent with the implementation schedule most commonly suggested by transmission owners for AAR implementation on priority

²²⁷ EEI Request for Rehearing at 8.

²²⁸ See, e.g., Industrial Customers Comments at 22 (suggesting an implementation timeline of six months for congested transmission lines and one year for all others); PG&E Comments at 6 (suggesting a three-phase, five-year implementation timeline).

²²⁹ Compare Order No. 881, 177 FERC ¶ 61,179 at P 119 (summarizing NYISO's comments that vendor availability for the software buildout necessary for calculating AARs for up to 10 days forward is unknown) with *id.* P 351 (explaining that NYISO requests flexibility for implementation and argues that the NOPR proposal does not give enough time for software changes to be developed). Compare *id.* P 354 (summarizing ITC's argument that the NOPR's proposed implementation timeline does not give enough time for software development or purchase from a vendor and analysis of the impact of the requirements on ITC's internal transmission line ratings database) with *id.* P 351 (stating that ITC argues that three years is needed to implement AARs on priority transmission lines).

²³⁰ NOPR, 173 FERC ¶ 61,165 at P 95.

²³¹ APS Comments at 6.

²³² *Id.*; EEI Comments at 8; Order No. 881, 177 FERC ¶ 61,179 at PP 351, 353.

²³³ Order No. 881, 177 FERC ¶ 61,179 at P 94.

²³⁴ *Id.* PP 351–354.

²²³ *Id.* at 8.

²²⁴ EEI Request for Rehearing at 7.

²²⁵ NOPR, 173 FERC ¶ 61,165 at P 81.

²²⁶ EEI Comments at 6–7.

transmission lines.²³⁵ Potomac Economics addresses neither these operational and software concerns, nor the level of support for the three-year implementation schedule.

100. With regard to Potomac Economics' argument that the Commission should require implementation of fixed emergency ratings as soon as practicable, we find that the three-year implementation schedule is consistent with the implementation schedule most commonly suggested by transmission owners for AAR implementation on priority transmission lines,²³⁶ and both the Commission and commenters explained that the availability of emergency ratings will need to be factored into ATC calculations.²³⁷ Potomac Economics has not demonstrated that the implementation of emergency ratings on a faster timeline is feasible, particularly in the non-RTO/ISO regions and particularly in light of the challenges associated with updating ATC calculations articulated by commenters.²³⁸ Moreover, as a matter of policy, there are administrative efficiencies to requiring implementation of all the requirements adopted in Order No. 881 on the same timeline. Specifically, by maintaining a single implementation timeline, the implementation burdens are lessened in that all transmission line rating recalculations must only be done once. In contrast, Potomac Economics' suggestion would require the calculation of seasonal emergency ratings followed by a separate calculation of emergency ratings to comply with the AAR requirements for the same transmission line. Thus, requiring implementation of all the requirements adopted in Order No. 881 on the same timeline is appropriate given the interrelationship between the AAR requirements, the emergency ratings requirements, and the requirement that AARs also be calculated for "uniquely determined emergency ratings."²³⁹ Therefore, as explained above, we sustain the findings in the final rule that justify a

three-year implementation timeline for the other requirements of Order No. 881 and believe it appropriate to include the emergency ratings requirements in the same timeline.

E. Other Issues

101. ATC requests clarification that its current seasonal line ratings methodology meets the intent of Order No. 881 by providing what it characterizes as "four seasons of accurate, science-based weather parameters" and that its current AAR approach satisfies the requirements of Order No. 881.²⁴⁰

102. In response to ATC's request for clarification, we find that the appropriate proceeding for the Commission to make such a determination is through transmission providers' Order No. 881 compliance filings. As explained in Order No. 881, each transmission provider must submit a compliance filing within 120 days of the effective date of the final rule revising their OATT to incorporate *pro forma* OATT Attachment M.²⁴¹ The Commission acknowledged that "some public utility transmission providers may have provisions in their existing *pro forma* OATTs or other document(s) subject to the Commission's jurisdiction that the Commission has deemed to be consistent with or superior to the *pro forma* OATT."²⁴² Where Order No. 881 modifies these provisions, "transmission providers must either comply with the requirements adopted in this final rule or demonstrate that these previously approved variations continue to be consistent with or superior to the *pro forma* OATT, as modified by this final rule."²⁴³ The compliance filing required by Order No. 881 is the proper vehicle for presenting this evidence to the Commission.

III. Information Collection Statement

103. The burden estimates have not changed from the final rule.

IV. Regulatory Flexibility Act Certification

104. The Regulatory Flexibility Act of 1980 (RFA)²⁴⁴ generally requires a description and analysis of final rules that will have significant economic impact on a substantial number of small entities. Pursuant to section 605(b) of the RFA, we still conclude that the final rule will not have a significant

economic impact on a substantial number of small entities.

V. Document Availability

105. In addition to publishing the full text of this document in the **Federal Register**, the Commission provides all interested persons an opportunity to view and/or print the contents of this document via the internet through FERC's Home Page (<http://www.ferc.gov>) and in FERC's Public Reference Room during normal business hours (8:30 a.m. to 5:00 p.m. Eastern time) at 888 First Street NE, Room 2A, Washington DC 20426.

106. From FERC's Home Page on the internet, this information is available on eLibrary. The full text of this document is available on eLibrary in PDF and Microsoft Word format for viewing, printing, and/or downloading. To access this document in eLibrary, type the docket number excluding the last three digits of this document in the docket number field.

107. User assistance is available for eLibrary and the FERC's website during normal business hours from FERC Online Support at 202-502-6652 (toll free at 1-866-208-3676) or email at ferconlinesupport@ferc.gov, or the Public Reference Room at (202) 502-8371, TTY (202) 502-8659. Email the Public Reference Room at public.referenceroom@ferc.gov.

VI. Effective Date

108. The effective date of the document published on January 13, 2022 (87 FR 2244), is confirmed: March 14, 2022.

By the Commission.

Issued: May 19, 2022.

Debbie-Anne A. Reese,
Deputy Secretary.

[FR Doc. 2022-11233 Filed 5-24-22; 8:45 am]

BILLING CODE 6717-01-P

DEPARTMENT OF ENERGY

Federal Energy Regulatory Commission

18 CFR Part 375

[Docket No. RM22-15-000; Order No. 883]

Certification of Uncontested Settlements by Settlement Judges

AGENCY: Federal Energy Regulatory Commission.

ACTION: Final rule.

SUMMARY: The Federal Energy Regulatory Commission (Commission) is revising its delegation of authority regulations to authorize the Chief

²³⁵ *Id.* P. 361 (citing comments in support of a three-year implementation schedule).

²³⁶ *Id.* P. 361 (citing EEI Comments at 18; NRECA/LPPC Comments at 28-29; MISO Transmission Owners Comments at 22-23; SCE Comments at 2; SDG&E Comments at 1-2; APS Comments at 10; WFECC Comments at 1; Southern Company Comments at 6-7; ITC Comments at 5; LADWP Comments at 8-9).

²³⁷ *Id.* PP 293, 296.

²³⁸ *Id.* P. 59 (citing BPA Comments at 3-4; PacifiCorp Comments at 2; Imperial Irrigation District Comments at 5-6; EEI Comments at 10-11; CAISO Comments at 10).

²³⁹ *Id.* P. 305.

²⁴⁰ ATC Request for Clarification at 1.

²⁴¹ Order No. 881, 177 FERC ¶ 61,179 at P. 12.

²⁴² *Id.* P. 363; see 18 CFR 35.28(c)(1)(vi).

²⁴³ Order No. 881, 177 FERC ¶ 61,179 at 363.

²⁴⁴ 5 U.S.C. 601-612.

A. Introduction

1. **Title:** Facility Ratings
2. **Number:** FAC-008-5
3. **Purpose:** To ensure that Facility Ratings used in the reliable planning and operation of the Bulk Electric System (BES) are determined based on technically sound principles. A Facility Rating is essential for the determination of System Operating Limits.
4. **Applicability:**
 - 4.1. Transmission Owner
 - 4.2. Generator Owner
5. **Effective Date:** See Implementation Plan.

B. Requirements and Measures

- R1.** Each Generator Owner shall have documentation for determining the Facility Ratings of its solely and jointly owned generator Facility(ies) up to the low side terminals of the main step up transformer if the Generator Owner does not own the main step up transformer and the high side terminals of the main step up transformer if the Generator Owner owns the main step up transformer. *[Violation Risk Factor: Lower] [Time Horizon: Long-term Planning]*
- 1.1.** The documentation shall contain assumptions used to rate the generator and at least one of the following:
- Design or construction information such as design criteria, ratings provided by equipment manufacturers, equipment drawings and/or specifications, engineering analyses, method(s) consistent with industry standards (e.g. ANSI and IEEE), or an established engineering practice that has been verified by testing or engineering analysis.
 - Operational information such as commissioning test results, performance testing or historical performance records, any of which may be supplemented by engineering analyses.
- 1.2.** The documentation shall be consistent with the principle that the Facility Ratings do not exceed the most limiting applicable Equipment Rating of the individual equipment that comprises that Facility.
- M1.** Each Generator Owner shall have documentation that shows how its Facility Ratings were determined as identified in Requirement 1.
- R2.** Each Generator Owner shall have a documented methodology for determining Facility Ratings (Facility Ratings methodology) of its solely and jointly owned equipment connected between the location specified in R1 and the point of interconnection with the Transmission Owner that contains all of the following. *[Violation Risk Factor: Medium] [Time Horizon: Long-term Planning]*
- 2.1.** The methodology used to establish the Ratings of the equipment that comprises the Facility(ies) shall be consistent with at least one of the following:
- Ratings provided by equipment manufacturers or obtained from equipment manufacturer specifications such as nameplate rating.
 - One or more industry standards developed through an open process such as Institute of Electrical and Electronic Engineers (IEEE) or International Council on Large Electric Systems (CIGRE).
 - A practice that has been verified by testing, performance history or engineering analysis.

- 2.2.** The underlying assumptions, design criteria, and methods used to determine the Equipment Ratings identified in Requirement R2, Part 2.1 including identification of how each of the following were considered:
- 2.2.1.** Equipment Rating standard(s) used in development of this methodology.
 - 2.2.2.** Ratings provided by equipment manufacturers or obtained from equipment manufacturer specifications.
 - 2.2.3.** Ambient conditions (for particular or average conditions or as they vary in real-time).
 - 2.2.4.** Operating limitations.¹
- 2.3.** A statement that a Facility Rating shall respect the most limiting applicable Equipment Rating of the individual equipment that comprises that Facility.
- 2.4.** The process by which the Rating of equipment that comprises a Facility is determined.
- 2.4.1.** The scope of equipment addressed shall include, but not be limited to, conductors, transformers, relay protective devices, terminal equipment, and series and shunt compensation devices.
 - 2.4.2.** The scope of Ratings addressed shall include, as a minimum, both Normal and Emergency Ratings.
- M2.** Each Generator Owner shall have a documented Facility Ratings methodology that includes all of the items identified in Requirement 2, Parts 2.1 through 2.4.
- R3.** Each Transmission Owner shall have a documented methodology for determining Facility Ratings (Facility Ratings methodology) of its solely and jointly owned Facilities (except for those generating unit Facilities addressed in R1 and R2) that contains all of the following: *[Violation Risk Factor: Medium] [Time Horizon: Long-term Planning]*
- 3.1.** The methodology used to establish the Ratings of the equipment that comprises the Facility shall be consistent with at least one of the following:
 - Ratings provided by equipment manufacturers or obtained from equipment manufacturer specifications such as nameplate rating.
 - One or more industry standards developed through an open process such as Institute of Electrical and Electronics Engineers (IEEE) or International Council on Large Electric Systems (CIGRE).
 - A practice that has been verified by testing, performance history or engineering analysis.

¹ Such as temporary de-ratings of impaired equipment in accordance with good utility practice.

- 3.2.** The underlying assumptions, design criteria, and methods used to determine the Equipment Ratings identified in Requirement R3, Part 3.1 including identification of how each of the following were considered:
 - 3.2.1.** Equipment Rating standard(s) used in development of this methodology.
 - 3.2.2.** Ratings provided by equipment manufacturers or obtained from equipment manufacturer specifications.
 - 3.2.3.** Ambient conditions (for particular or average conditions or as they vary in real-time).
 - 3.2.4.** Operating limitations.²
- 3.3.** A statement that a Facility Rating shall respect the most limiting applicable Equipment Rating of the individual equipment that comprises that Facility.
- 3.4.** The process by which the Rating of equipment that comprises a Facility is determined.
 - 3.4.1.** The scope of equipment addressed shall include, but not be limited to, transmission conductors, transformers, relay protective devices, terminal equipment, and series and shunt compensation devices.
 - 3.4.2.** The scope of Ratings addressed shall include, as a minimum, both Normal and Emergency Ratings.
- M3.** Each Transmission Owner shall have a documented Facility Ratings methodology that includes all of the items identified in Requirement 3, Parts 3.1 through 3.4.
- R4.** Reserved.
- M4.** Reserved.
- R5.** Reserved.
- M5.** Reserved.
- R6.** Each Transmission Owner and Generator Owner shall have Facility Ratings for its solely and jointly owned Facilities that are consistent with the associated Facility Ratings methodology or documentation for determining its Facility Ratings. *[Violation Risk Factor: Medium] [Time Horizon: Operations Planning]*
- M6.** Each Transmission Owner and Generator Owner shall have evidence to show that its Facility Ratings are consistent with the documentation for determining its Facility Ratings as specified in Requirement R1 or consistent with its Facility Ratings methodology as specified in Requirements R2 and R3 (Requirement R6).
- R7.** Reserved.
- M7.** Reserved.

² Such as temporary de-ratings of impaired equipment in accordance with good utility practice.

- R8.** Each Transmission Owner (and each Generator Owner subject to Requirement R2) shall provide requested information as specified below (for its solely and jointly owned Facilities that are existing Facilities, new Facilities, modifications to existing Facilities and re-ratings of existing Facilities) to its associated Reliability Coordinator(s), Planning Coordinator(s), Transmission Planner(s), Transmission Owner(s) and Transmission Operator(s): *[Violation Risk Factor: Medium] [Time Horizon: Operations Planning]*
- 8.1.** As scheduled by the requesting entities:
- 8.1.1.** Facility Ratings
- 8.1.2.** Identity of the most limiting equipment of the Facilities
- 8.2.** Within 30 calendar days (or a later date if specified by the requester), for any requested Facility with a Thermal Rating that limits the use of Facilities under the requester’s authority by causing any of the following: 1) An Interconnection Reliability Operating Limit, 2) A limitation of Total Transfer Capability, 3) An impediment to generator deliverability, or 4) An impediment to service to a major load center:
- 8.2.1.** Identity of the existing next most limiting equipment of the Facility
- 8.2.2.** The Thermal Rating for the next most limiting equipment identified in Requirement R8, Part 8.2.1.
- M8.** Each Transmission Owner (and Generator Owner subject to Requirement R2) shall have evidence, such as a copy of a dated electronic note, or other comparable evidence to show that it provided its Facility Ratings and identity of limiting equipment to its associated Reliability Coordinator(s), Planning Coordinator(s), Transmission Planner(s), Transmission Owner(s) and Transmission Operator(s) in accordance with Requirement R8.

C. Compliance

- 1. Compliance Monitoring Process**
- 1.1. Compliance Enforcement Authority:** “Compliance Enforcement Authority” means NERC or the Regional Entity, or any entity as otherwise designated by an Applicable Governmental Authority, in their respective roles of monitoring and/or enforcing compliance with mandatory and enforceable Reliability Standards in their respective jurisdictions.
- 1.2. Compliance Monitoring and Enforcement Processes:**
- Self-Certifications
 - Spot Checking
 - Compliance Audits
 - Self-Reporting

- Compliance Violation Investigations
- Complaints

1.3. Evidence Retention: The following evidence retention period(s) identify the period of time an entity is required to retain specific evidence to demonstrate compliance. For instances where the evidence retention period specified below is shorter than the time since the last audit, the Compliance Enforcement Authority may ask an entity to provide other evidence to show that it was compliant for the full-time period since the last audit.

The applicable entity shall keep data or evidence to show compliance as identified below unless directed by its Compliance Enforcement Authority to retain specific evidence for a longer period of time as part of an investigation.

- The Generator Owner shall keep its current documentation (for R1) and any modifications to the documentation that were in force since last compliance audit period for Measure M1 and Measure M6.
- The Generator Owner shall keep its current, in force Facility Ratings methodology (for R2) and any modifications to the methodology that were in force since last compliance audit period for Measure M2 and Measure M6.
- The Transmission Owner shall keep its current, in force Facility Ratings methodology (for R3) and any modifications to the methodology that were in force since the last compliance audit for Measure M3 and Measure M6.
- The Transmission Owner and Generator Owner shall keep its current, in force Facility Ratings and any changes to those ratings for three calendar years for Measure M6.
- The Transmission Owner (and Generator Owner that is subject to Requirement R2) shall keep evidence for Measure M8 for three calendar years.
- If a Generator Owner or Transmission Owner is found non-compliant, it shall keep information related to the non-compliance until found compliant.
- The Compliance Enforcement Authority shall keep the last audit and all subsequent compliance records.

1.4. Compliance Monitoring and Enforcement Program: As defined in the NERC Rules of Procedure, “Compliance Monitoring and Enforcement Program” refers to the identification of the processes that will be used to evaluate data or information for the purpose of assessing performance or outcomes with the associated Reliability Standard.

Violation Severity Levels

R #	Violation Severity Levels			
	Lower VSL	Moderate VSL	High VSL	Severe VSL
R1.	N/A	The Generator Owner's Facility Rating documentation did not address Requirement R1, Part 1.1.	The Generator Owner's Facility Rating documentation did not address Requirement R1, Part 1.2.	The Generator Owner failed to provide documentation for determining its Facility Ratings.
R2.	The Generator Owner failed to include in its Facility Rating methodology one of the following Parts of Requirement R2: • 2.1. • 2.2.1 • 2.2.2 • 2.2.3 • 2.2.4	The Generator Owner failed to include in its Facility Rating methodology two of the following Parts of Requirement R2: • 2.1 • 2.2.1 • 2.2.2 • 2.2.3 • 2.2.4	The Generator Owner's Facility Rating methodology did not address all the components of Requirement R2, Part 2.4. OR The Generator Owner failed to include in its Facility Rating Methodology, three of the following Parts of Requirement R2: • 2.1. • 2.2.1 • 2.2.2 • 2.2.3 • 2.2.4	The Generator Owner's Facility Rating methodology failed to recognize a facility's rating based on the most limiting component rating as required in Requirement R2, Part 2.3 OR The Generator Owner failed to include in its Facility Rating Methodology four or more of the following Parts of Requirement R2: • 2.1 • 2.2.1 • 2.2.2 • 2.2.3 • 2.2.4

R #	Violation Severity Levels			
	Lower VSL	Moderate VSL	High VSL	Severe VSL
R3.	The Transmission Owner failed to include in its Facility Rating methodology one of the following Parts of Requirement R3: • 3.1 • 3.2.1 • 3.2.2 • 3.2.3 • 3.2.4	The Transmission Owner failed to include in its Facility Rating methodology two of the following Parts of Requirement R3: • 3.1 • 3.2.1 • 3.2.2 • 3.2.3 • 3.2.4	The Transmission Owner's Facility Rating methodology did not address either of the following Parts of Requirement R3: • 3.4.1 • 3.4.2 OR The Transmission Owner failed to include in its Facility Rating methodology three of the following Parts of Requirement R3: • 3.1 • 3.2.1 • 3.2.2 • 3.2.3 • 3.2.4	The Transmission Owner's Facility Rating methodology failed to recognize a Facility's rating based on the most limiting component rating as required in Requirement R3, Part 3.3 OR The Transmission Owner failed to include in its Facility Rating methodology four or more of the following Parts of Requirement R3: • 3.1 • 3.2.1 • 3.2.2 • 3.2.3 • 3.2.4
R4. Reserved.				
R5. Reserved.				

R #	Violation Severity Levels			
	Lower VSL	Moderate VSL	High VSL	Severe VSL
R6.	The responsible entity failed to establish Facility Ratings consistent with the associated Facility Ratings methodology or documentation for determining the Facility Ratings for 5% or less of its solely owned and jointly owned Facilities. (R6)	The responsible entity failed to establish Facility Ratings consistent with the associated Facility Ratings methodology or documentation for determining the Facility Ratings for more than 5% or more, but less than up to (and including) 10% of its solely owned and jointly owned Facilities. (R6)	The responsible entity failed to establish Facility Ratings consistent with the associated Facility Ratings methodology or documentation for determining the Facility Ratings for more than 10% up to (and including) 15% of its solely owned and jointly owned Facilities. (R6)	The responsible entity failed to establish Facility Ratings consistent with the associated Facility Ratings methodology or documentation for determining the Facility Ratings for more than 15% of its solely owned and jointly owned Facilities. (R6)
R7. Reserved.				
R8.	The responsible entity provided its Facility Ratings to all of the requesting entities but missed meeting the schedules by up to and including 15 calendar days. (R8, Part 8.1) OR The responsible entity provided less than 100%,	The responsible entity provided its Facility Ratings to all of the requesting entities but missed meeting the schedules by more than 15 calendar days but less than or equal to 25 calendar days. (R8, Part 8.1) OR The responsible entity provided less than 95%, but	The responsible entity provided its Facility Ratings to all of the requesting entities but missed meeting the schedules by more than 25 calendar days but less than or equal to 35 calendar days. (R8, Part 8.1) OR The responsible entity provided less than 90%, but	The responsible entity provided its Facility Ratings to all of the requesting entities but missed meeting the schedules by more than 35 calendar days. (R8, Part 8.1) OR The responsible entity provided less than 85% of the required Rating information to all of the

R #	Violation Severity Levels			
	Lower VSL	Moderate VSL	High VSL	Severe VSL
	but not less than or equal to 95% of the required Rating information to all of the requesting entities. (R8, Part 8.1) OR The responsible entity provided the required Rating information to the requesting entity, but the information was provided up to and including 15 calendar days late. (R8, Part 8.2) OR The responsible entity provided less than 100%, but not less than or equal to 95% of the required Rating information to the requesting entity. (R8, Part 8.2)	not less than or equal to 90% of the required Rating information to all of the requesting entities. (R8, Part 8.1) OR The responsible entity provided the required Rating information to the requesting entity, but did so more 15 calendar days but less than or equal to 25 calendar days late. (R8, Part 8.2) OR The responsible entity provided less than 95%, but not less than or equal to 90% of the required Rating information to the requesting entity. (R8, Part 8.2)	not less than or equal to 85% of the required Rating information to all of the requesting entities. (R8, Part 8.1) OR The responsible entity provided the required Rating information to the requesting entity, but did so more than 25 calendar days but less than or equal to 35 calendar days late. (R8, Part 8.2) OR The responsible entity provided less than 90%, but no less than or equal to 85% of the required Rating information to the requesting entity. (R8, Part 8.2)	requesting entities. (R8, Part 8.1) OR The responsible entity provided the required Rating information to the requesting entity, but did so more than 35 calendar days late. (R8, Part 8.2) OR The responsible entity provided less than 85 % of the required Rating information to the requesting entity. (R8, Part 8.2) OR The responsible entity failed to provide its Rating information to the requesting entity. (R8, Part 8.1)

D. Regional Variances

None.

E. Associated Documents

None.

Version History

Version	Date	Action	Change Tracking
1	Feb 7, 2006	Approved by Board of Trustees	New
1	Mar 16, 2007	Approved by FERC	New
2	May 12, 2010	Approved by Board of Trustees	Complete Revision, merging FAC_008-1 and FAC-009-1 under Project 2009-06 and address directives from Order 693
3	May 24, 2011	Addition of Requirement R8	Project 2009-06 Expansion to address third directive from Order 693
3	May 24, 2011	Adopted by NERC Board of Trustees	
3	November 17, 2011	FERC Order issued approving FAC-008-3	
3	May 17, 2012	FERC Order issued directing the VRF for Requirement R2 be changed from “Lower” to “Medium”	
3	February 7, 2013	R4 and R5 and associated elements approved by NERC Board of Trustees for retirement as part of the Paragraph 81 project (Project 2013-02) pending applicable regulatory approval.	
3	November 21, 2013	R4 and R5 and associated elements approved by FERC for retirement as part of the Paragraph 81 project (Project 2013-02)	
4	May 9, 2020	R7 and R8 and associated elements adopted by NERC Board of Trustees for retirement as part of Project 2018-03 Standards Efficiency Review Retirements.	
4	September 17, 2020	Remanded by FERC (Order No. 873).	Withdrawn
5	February 4, 2021	Adopted by NERC Board of Trustees	Requirement R8 and associated elements restored in response

Version	Date	Action	Change Tracking
			to FERC Order No. 873.



QUOTATION

Quote Number: 35134
Reference: COI2024-Q02-Rev1

Quote To:

Independence Power and Light
21500 E Truman Rd
Independence MO 64056 USA

OSI Sales Contact:

Name: Basel Judeh
Phone: (763) 404-4131
Email: basel.judeh@aspentech.com

Date:

2/6/2025

Valid Until:

3/10/2025

Attention:

Doug Haddan
(816) 325-7500
dhaddan@indepmo.org

Quote Description:

OpenAAR Addition

OSI Software

Years 1-6 AspenTech Ambient Adjusted Ratings (AAR) Term
License

AspenTech Ambient Adjusted Ratings (AAR)
AspenTech Enterprise Integration Toolkit (EITK)
- 1 External Interface
Includes OSI Gold Software Support

Years 1-6 AspenTech Enterprise Integration Toolkit (EITK) Term
License

AspenTech Enterprise Integration Toolkit (EITK) License Expansion
- Addition of 1 External Interface
Includes OSI Gold Software Support

Project Implementation

OpenAAR Addition Implementation

RTO/RC Interface Integration

Total: US\$ 183,242.00

Customer Address Info:

Bill To:

City of Independence
P.O. Box 1019
Independence MO 64051-0519
USA

Ship To:

Independence Power and Light
21500 E Truman Rd
Independence MO 64056
USA

MUNICIPAL DIVISION SUMMARY REPORTING FORM

Refer to instructions for directions and term definitions. Complete a report each month even if there has not been any court activity.

<u>I. COURT INFORMATION</u>		Municipality: Independence Municipal		Reporting Period: Jan 1, 2024 - Feb 3, 2025	
Mailing Address: 111 EAST MAPLE, INDEPENDENCE, MO 64050					
Physical Address: 111 EAST MAPLE, INDEPENDENCE, MO 64050			County: Jackson County		Circuit: 16
Telephone Number:			Fax Number:		
Prepared by: Erin Chatterton			E-mail Address:		
Municipal Judge:					
<u>II. MONTHLY CASELOAD INFORMATION</u>					
		Alcohol & Drug Related Traffic	Other Traffic	Non-Traffic Ordinance	
A. Cases (citations/informations) pending at start of month		242	11,528	4,956	
B. Cases (citations/informations) filed		425	22,880	8,011	
C. Cases (citations/informations) disposed					
1. jury trial (Springfield, Jefferson County, and St. Louis County only)		0	1	1	
2. court/bench trial - GUILTY		0	48	252	
3. court/bench trial - NOT GUILTY		1	10	29	
4. plea of GUILTY in court		200	10,500	2,795	
5. Violations Bureau Citations (i.e. written plea of guilty) and bond forfeiture by court order (as payment of fines/costs)		3	4,300	19	
6. dismissed by court		13	689	485	
7. <i>nolle prosequi</i>		27	1,078	576	
8. certified for jury trial (not heard in Municipal Division)		1	3	26	
9. TOTAL CASE DISPOSITIONS		245	16,630	4,183	
D. Cases (citations/informations) pending at end of month [pending caseload = (A+B)-C9]		422	17,778	8,781	
E. Trial de Novo and/or appeal applications filed		1	4	29	
<u>III. WARRANT INFORMATION (pre- & post-disposition)</u>					
1. # Issued during reporting period		18,034	<u>IV. PARKING TICKETS</u>		
2. # Served/withdrawn during reporting period		5,763	☐ Court staff does not process parking tickets		
3. # Outstanding at end of reporting period		19,992			

MUNICIPAL DIVISION SUMMARY REPORTING FORM

COURT INFORMATION	Municipality: Independence Municipal	Reporting Period: Jan 1, 2024 - Feb 3, 2025
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<u>V. DISBURSEMENTS</u>			
Excess Revenue (minor traffic and municipal ordinance violations, subject to the excess revenue percentage limitation)		Other Disbursements: Enter below additional surcharges and/or fees not listed above. Designate if subject to the excess revenue percentage limitation. Examples include, but are not limited to, arrest costs and witness fees.	
Fines - Excess Revenue	\$1,342,489.00	Bad Check Fee	\$150.00
Clerk Fee - Excess Revenue	\$139,596.89	Court Automation	\$102,952.24
Crime Victims Compensation (CVC) Fund surcharge - Paid to City/Excess Revenue	\$4,304.22	Law Enf Arrest-Local	\$21,917.00
Bond forfeitures (paid to city) - Excess Revenue	\$8,300.00	Overpayments Detail Code	\$225.00
		Total Other Disbursements	\$125,244.24
Total Excess Revenue	\$1,494,690.11	Total Disbursements of Costs, Fees, Surcharges and Bonds Forfeited	\$2,417,155.65
Other Revenue (non-minor traffic and ordinance violations, not subject to the excess revenue percentage limitation)		Bond Refunds	
		\$207,504.00	
		Total Disbursements	\$2,624,659.65
Fines - Other	\$453,934.40		
Clerk Fee - Other	\$36,892.70		
Judicial Education Fund (JEF) ☐ Court does not retain funds for JEF	\$0.00		
Peace Officer Standards and Training (POST) Commission surcharge	\$14,707.45		
Crime Victims Compensation (CVC) Fund surcharge - Paid to State	\$104,864.25		
Crime Victims Compensation (CVC) Fund surcharge - Paid to City/Other	\$1,137.50		
Law Enforcement Training (LET) Fund surcharge	\$29,321.50		
Domestic Violence Shelter surcharge	\$58,601.00		
Inmate Prisoner Detainee Security Fund surcharge	\$29,309.50		
Restitution	\$0.00		
Parking ticket revenue (including penalties)	\$0.00		
Bond forfeitures (paid to city) - Other	\$68,453.00		
Total Other Revenue	\$797,221.30		

Municipal Division Summary Reporting

16th Judicial Circuit - Jackson County - Independence Municipal Division

I. COURT INFORMATION

Reporting Period:		
January	2025	Court activity occurred in reporting period: Yes
Clerk's Physical Address:	Mailing Address:	Vendor
111 East Maple Independence, MO 64051	PO Box 1019 Independence, MO 64051	Incode (Tyler Technologies)
Telephone Number:	Fax Number:	
(816) 325-7235		
Prepared by:	Prepared by E-mail Address:	Municipal Judge(s) Active During Reporting Period:
Dawna Cordon	dawna.cordon@courts.mo.gov	Garry L. Helm, Susan G. Watkins

II. MONTHLY CASELOAD INFORMATION		Alcohol & Drug Related Traffic	Other Traffic	Non-Traffic Ordinance
A. Cases (citations / informations) pending at start of month		8,609	79,840	44,552
B. Cases (citations / informations) filed		0	0	0
C. Cases (citations / informations) disposed				
	1. jury trial (Springfield, Jefferson County, and St. Louis County only)	0	0	0
	2. court / bench trial - GUILTY	0	0	2
	3. court / bench trial - NOT GUILTY	0	0	0
	4. plea of GUILTY in court	0	0	0
	5. violations Bureau Citations (i.e., written plea of guilty) and bond forfeitures by court order (as payment of fines / costs)	2	55	37
	6. dismissed by court	0	1	3
	7. nolle prosequi	3	11	3
	8. certified for jury trial (not heard in the Municipal Division)	0	0	0
	9. TOTAL CASE DISPOSITIONS	5	67	45
D. Cases (citations / informations) pending at end of month [pending caseload = (A + B) – C9]		8,604	79,773	44,507
E. Trial de Novo and / or appeal applications filed		0	0	0

Municipal Division Summary Reporting

Court Information	Municipality: 16th Judicial Circuit - Jackson County - Independence Municipal Division	Reporting Period: January - 2025
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III. WARRANT INFORMATION (pre- & post-disposition)		IV. PARKING TICKETS	
1. # Issued during reporting period:	162	Does court staff process parking tickets? Yes	
2. # Served/withdrawn during reporting period:	618	1. # Issued during reporting period:	0
3. # Outstanding at end of reporting period:	38,966		

V. DISBURSEMENTS	
Excess Revenue (minor traffic and municipal ordinance violations, subject to the excess revenue percentage limitation)	
Fines – Excess Revenue	\$4,880.50
Clerk Fee – Excess Revenue	\$492.00
Crime Victims Compensation (CVC) Fund surcharge – Paid to City/Excess Revenue	\$0.00
Bond forfeitures (paid to city) – Excess Revenue	\$150.00
Total Excess Revenue	\$5,522.50
Other Revenue (non-minor traffic and ordinance violations, not subject to the excess revenue percentage limitation)	
Fines – Other	\$12,849.00
Clerk Fee – Other	\$590.00
Judicial Education Fund (JEF) Court does not retain funds for JEF: Yes	
Peace Officer Standards and Training (POST) Commission surcharge	\$93.00
Crime Victims Compensation (CVC) Fund surcharge – Paid to State	\$658.09
Crime Victims Compensation (CVC) Fund surcharge – Paid to City/Other	\$0.00
Law Enforcement Training (LET) Fund surcharge	\$182.50
Domestic Violence Shelter surcharge	\$368.00
Inmate Prisoner Detainee Security Fund surcharge	\$187.50
Restitution	\$0.00
Parking ticket revenue (including penalties)	\$0.00
Bond forfeitures (paid to city) – Other	\$770.00
Total Other Revenue	\$15,698.09
Other Disbursements: Enter below additional surcharges and/or fees not listed above. Designate if subject to the excess revenue percentage limitation. Examples include, but are not limited to, arrest costs and witness fees.	
Total Other Disbursements	\$0.00
Total Disbursements of Costs, Fees, Surcharges and Bonds Forfeited	\$21,220.59
Bond Refunds	\$1,140.00
Total Disbursements	\$22,360.59