



CITY COUNCIL Regular Meeting

March 3, 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. The invocation will be given by Ken Truax, Elder with the East Independence Church of Christ

THE PLEDGE OF ALLEGIANCE

ROLL CALL

CITIZEN REQUESTS

PRESENTATION RESOLUTIONS

1. 25-725 A Resolution recognizing Brandie Gardner, Property Maintenance Officer, in the Community Development Department as the ISTAR recipient for March 2025.
Passes 7-0 Res. No. 7105

PROCLAMATIONS

CONSENT AGENDA

Reports and Recommendations of the City Manager

1. Approval of minutes for the Regular Meetings on February 4th and February 17th 2025 **Approved**
2. Council approval is requested to expend \$136,641.86 to the Mid-America Regional Council (MARC) for the City of Independence's participation in the Intergovernmental

Agreement related to the disposal of Household Hazardous Waste (HHW) by the Municipal Services Department. **Approved**

3. Council approval is requested to expend \$246,670.52 with Graybar Electric for failing 15KV distribution switchgear cabinets, also called Desert Storm Cabinets, for the Power & Light Department. **Approved**
4. Council approval is requested for a change order to Purchase Order 25000778 to acquire an additional Freightliner single-axle dump truck chassis from PTG Premier Truck Group for \$109,483. This purchase is for the Street Maintenance Division of the Municipal Services Department. The total expenditure will increase to \$218,966. **Approved**
5. Council approval is requested to authorize an additional \$100,000 in expenditures with Ozark Kenworth for heavy equipment fleet repairs at the Central Garage of the Municipal Services Department. This adjustment will bring the total authorized expenditures to \$300,000. **Approved**
6. Council approval is requested to authorize the City Manager to approve Purchase Order Change Order #1 to the design contract (PO#25000852) with Alfred Benesch & Company, increasing the total contract amount to \$124,290. Additionally, authorization is requested for future change orders not to exceed \$12,429 for the E. Kentucky Road Bridge over Mill Creek portion of the Emergency Transportation Project (No. 112203-2). **Item Passes 7-0**
7. Council action is requested to authorize the City Manager to approve a construction contract with Linaweaver Construction, Inc. for an amount not to exceed \$3,447,758. This authorization includes future minor change orders not to exceed \$344,775.80 and any necessary time extensions as part of the Leslie to Crane at Hereford Stormwater Project (No. 132201). **Item Passes 7-0**
8. Council action is requested to approve a revised Video Broadcast Agreement with the Independence School District to allow for School Board meetings to be broadcast on City7 and the City's YouTube channel. **Item Fails 3-4**

RESOLUTIONS

1. 25-715 A Resolution accepting the City of Independence Bicycle and Pedestrian Plan. *Postponed from 2/3/25* **Item Passes 6-1 Res. No. 7106**
2. 25-726 A Resolution appointing Hayley Woods and Deputy Chief Michelle Sumstad to the Truman Memorial Scholarship Fund Candidate Selection Committee **Approved Res. No. 7107**

3. 25-727 A Resolution appointing Laura Garcia-Siegfried to the Japanese Sister City Committee **Approved Res. No. 7108**
4. 25-728 A Resolution appointing Caleb Holder as an alternate to the Board of Adjustment **Approved Res. No. 7109**

REGULAR AGENDA

PUBLIC HEARING(S)

1. A public hearing for the application to rezone the property at 2000 N. Elsea Smith Road from R-A, Residential-Agricultural, to R-4, Single Family Residential Low Density. ***New Information Only.***

25-008 **2R** 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. **2R Item Fails 0-7**

2. A public hearing for the application to rezone the property 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. ***New Information Only.***

25-009 **2R** 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. **2R Item Passes 7-0 Ord. No. 19655**

3. A public hearing for the application 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. ***New Information Only.***

25-010 **2R** 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. **2R Item Passes 7-0 Ord. No. 19656**

4. A full public hearing for a Retail Selling of Intoxicating Liquor of all kinds in the original package for Galaxy Liquors that will be located at 2321 S. Lee's Summit Rd. ***Full Public Hearing.***

Council action is requested on the application received from KC Galaxy, LLC for Retail Selling of Intoxicating Liquor of all kinds in the original package for Galaxy Liquors that will be located at 2321 S. Lee's Summit Rd. **Item Fails 0-7**

5. A full public hearing for a Retail Selling of Intoxicating Liquor of all kinds in the original package for Fast Zone 8 located at 2561 S. M 291 Hwy. **Full Public Hearing.**

Council action is requested on the application received from KC Stores, LLC for Retail Selling of Intoxicating Liquor of all kinds in the original package for Fast Zone 8 located at 2561 S. M 291 Hwy. **Item Passes 7-0**

ORDINANCES

1. 25-011 **2R** 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. **2R Item Passes 7-0 Ord. No. 19657**
2. 25-012 **2R** 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. **2R Item Passes 7-0 Ord. No. 19658**

FIRST READING(S)

1. 25-013 **1R** An ordinance approving a Final Plat for Timber Creek Ranch - 5th Plat generally located north of Bundschu and Old Mill Road in Independence, Jackson County, Missouri. **1R Read**
2. 25-014 **1R** An ordinance approving a rezoning from Districts I-1 (Industrial), C-2 (General Commercial), and R-12 (Two-Family Residential) to District I-1 (Industrial) for the property at 10900 East Truman Road. **1R Read**
3. 25-015 **1R** An ordinance approving a rezoning from District I-1 (Industrial) to District R-6 (Single-Family Residential) for the property at 336 N. Hocker Avenue. **1R Read**

INFORMATION ONLY

1. Case 25-100-03, a request by Dustin Ferrell to rezone the property located at 10900 E. Truman Road from I-1 (Industrial), C-2 (General Commercial), and R-12 (Two-Family Residential) to I-1 (Industrial), was advertised for a new information only public hearing at the March 3, 2025, City Council meeting. As this case was continued by the Planning Commission, the new information only public hearing will be held at the March 17, 2025, City Council meeting.
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



A GREAT AMERICAN STORY

City Council Regular Meeting Minutes

February 4, 2025 6:00 PM

Council Chambers - 111 E. Maple Ave.

INVOCATION

1. Stephen Ballantyne, Assistant Pastor with Mount Zion Restoration Branch will give the invocation

Stephen Ballantyne gave the invocation

THE PLEDGE OF ALLEGIANCE

ROLL CALL

Councilmember McCandless moved to do Presentation Proclamations and Proclamations out of order.

AYES (7): Mayor Rowland, Councilmember Fears, Councilmember Stewart, Councilmember McCandless, Councilmember Vaught, Councilmember Perkins, Councilmember Wiley

NAYS (0): None

ABSENT (0):

Motion passes 7-0

CITIZEN REQUESTS

Councilmember McCandless moved to suspend the rules to allow non-residents to speak.
Motion seconded by Councilmember Wiley.

AYES (7): Mayor Rowland, Councilmember Fears, Councilmember Stewart, Councilmember McCandless, Councilmember Vaught, Councilmember Perkins, Councilmember Wiley

NAYS (0): None

ABSENT (0):

Motion passes 7-0

Renay Roby spoke on the transit system

Lisa Eleazer spoke on the transit system

Merle Long spoke on the transit system

Lisa Yewell spoke on the transit system

Mary Tackett spoke on the transit system

Brian Franklin spoke on the transit system

Dan O'Neill spoke on Resolution 25-705, Independence Economic Development Partnership with the Chamber of Commerce

Becky Hake spoke on the Blue Ridge Crossing CID

Wes Epperson spoke on the Blue Ridge Crossing CID

PRESENTATION RESOLUTIONS

1. 25-714 A Resolution recognizing Police Officer Shawn Salazar of the Independence Police Department as the ISTAR Award recipient for February 2025 **Item passes 7-0 Res. No.**

Councilmember Fears moved to Approve the item as presented. Motion seconded by Councilmember McCandless.

AYES (7): Mayor Rowland, Councilmember Fears, Councilmember Stewart, Councilmember McCandless, Councilmember Vaught, Councilmember Perkins, Councilmember Wiley

NAYS (0): None

ABSENT (0):

Item passes 7-0

A Proclamation and ISTAR Award was presented to Kim Osborne.

Councilmember McCandless moved to Approve the item as presented. Motion seconded by Councilmember Wiley. Motion Passed.

AYES (7): Mayor Rowland, Councilmember Fears, Councilmember Stewart, Councilmember McCandless, Councilmember Vaught, Councilmember Perkins, Councilmember Wiley

NAYS (0): None

ABSENT (0):

Item passes 7-0

PROCLAMATIONS

A Proclamation was presented to Mr. Grover of the Sons of the Revolution honoring George Washington's birthday.

CONSENT AGENDA

Reports and Recommendations of the City Manager

Councilmember Perkins moved to approve the Reports and Recommendations. Motion seconded by Councilmember Fears.

Items pulled for special consideration were 25-705 by Councilmember Perkins, 25-715 by Mayor Rowland, and 25-718 by Councilmember McCandless.

AYES (7): Mayor Rowland, Councilmember Fears, Councilmember Stewart, Councilmember McCandless, Councilmember Vaught, Councilmember Perkins, Councilmember Wiley

NAYS (0): None

ABSENT (0):

All other items pass 7-0

1. Approval of minutes for the Regular Meetings on January 6th and January 21st 2025.
Approved
2. Council action is requested to approve \$550,000 in expenditures for ductile iron pipe, gate valves, and fittings, to be procured from Blue Springs Winwater, Core & Main, Ferguson Plumbing Supply, and Schulte Supply. These purchases are for the Water Construction Maintenance Division of the Municipal Services Department for fiscal year 2024-2025. **Approved**
3. Council action is requested to authorize the City Manager to issue Change Order #2 to the design contract with Garver LLC (PO#22001089 for \$722,935) in an amount not to exceed \$296,956. The authorization also includes approval for future minor change orders not to exceed \$101,989 for the Sludge Thickening Process Improvements (Project No. 302301), as part of the Rock Creek Wastewater Treatment Plant Rehabilitation Project (Project No. 302205). **Approved**
4. Council action is requested on the change in ownership for a Retail Selling of Intoxicating Liquor of all kinds in the original package for KC Quick 7 located at 3302 S. Blue Ridge Cutoff. **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, 2024. **Postponed to February 17, 2025**

Councilmember Perkins moved to postpone the item to the February 17th agenda for some changes to be made. Motion seconded by Councilmember McCandless.

AYES (7): Mayor Rowland, Councilmember Fears, Councilmember Stewart, Councilmember McCandless, Councilmember Vaught, Councilmember Perkins, Councilmember Wiley
NAYS (0): None
ABSENT (0):

Item is postponed to February 17th, 7-0

2. 25-715 A Resolution accepting the City of Independence Transportation For All Plan.
Postponed to March 3, 2025

Councilmember Perkins moved to postpone this item to the March 3rd agenda. Motion seconded by Councilmember McCandless. This is a review of our public transit, including pedestrians and bicyclists.

AYES (7): Mayor Rowland, Councilmember Fears, Councilmember Stewart, Councilmember McCandless, Councilmember Vaught, Councilmember Perkins, Councilmember Wiley
NAYS (0): None
ABSENT (0):

Item is postponed to March 3, 2025 7-0

3. 25-716 A Resolution appointing Melissa Cabrera, Director of Finance for the City of Independence to the Independence Events Center Community Improvement District
Approved
4. 25-717 A Resolution urging the Missouri General Assembly to overturn Senate Bill 5 and Senate Bill 572, which were adopted in 2015 and 2016. *(Sponsored by Mayor Rowland)* **Approved**
5. 25-718 A Resolution of support for the Critical Materials Crossroads Campus at Lake City. **Approved 5 yes; 1 no; 1 abstain**

Councilmember McCandless moved to Approve the item to move it forward. Motion seconded by Councilmember Wiley.

Councilmember McCandless stated that the Council received a request for a letter of support for this project. She also stated that the City will not approve the sale of this land because it is owned by the Federal Government. The City will not issue a business license because it will be managed by the Federal Government. The City does not have any regulatory authority over this site. Encouraging points for this topic are the number of jobs it would bring to the area, opportunities for our chemistry students to stay in the area for work, and materials and energy that would be purchased within the City. Councilmember McCandless does not feel she has a good enough understanding of the environmental considerations for this space. Therefore, she will be abstaining from this vote. To move it forward, though, she recommended for consideration.

AYES (5): Mayor Rowland, Councilmember Fears, Councilmember Stewart, Councilmember Vaught, Councilmember Perkins

NAYS (1): Councilmember Wiley
ABSTAIN (1): McCandless
ABSENT (0):

Item passes 5-1-1

REGULAR AGENDA

PUBLIC HEARING(S)

1. A full public hearing for a Restaurant Selling Intoxicating Liquor License application for American Way Smokehouse located at 17710 E. 39th St. S. **Full Public Hearing.**

Tom Scannell, Community Development Director spoke on this item. This is a new restaurant that will be located in the Bolger Square shopping center next to Target. This license is to sell liquor by the drink. Other locations nearby that sell liquor are Target, Casey's, Long Horn, and QuikTrip. Residential within 300 feet of the location, which is why approval is required by the City Council.

Jay Sanders, Manager of this establishment, spoke in favor of this license. The restaurant will sell KC-style BBQ.

Council action is requested on the application received from American Way Smokehouse, LLC for a Restaurant Selling of Intoxicating Liquor by the drink license for American Way Smokehouse that will be located at 17710 E. 39th St. S.

Approved

AYES (7): Mayor Rowland, Councilmember Fears, Councilmember Stewart, Councilmember McCandless, Councilmember Vaught, Councilmember Perkins, Councilmember Wiley
NAYS (0): None
ABSENT (0):

Item passes 7-0

ORDINANCES

1. 25-002 2R An ordinance approving the petition to establish the Blue Ridge Crossing - East Community Improvement District, establishing the district, and making findings and authorizing actions related to establishment of the district. **2R Approved**

Councilmember Fears stated the CID is an effort to improve the security in that area. Kansas City is to do a CID for the other side of this area for the same security improvement. The

CID board will have to submit an annual budget, but the City Council does not approve that annual budget, nor does the City have any control of how the money is spent. The Council can send a letter expressing their opinion as to how much should be spent on security and we can ask them to come to a study session in six months and then again in 12 months, to give a review of how it is coming along.

AYES (7): Mayor Rowland, Councilmember Fears, Councilmember Stewart, Councilmember McCandless, Councilmember Vaught, Councilmember Perkins, Councilmember Wiley

NAYS (0): None

ABSENT (0):

Item passes 7-0

FIRST READING(S)

1. 25-005 **1R** An ordinance amending Article 3 of Chapter 5 of the City Code pertaining to Hotels And Extended Stay Hotels. **1R Read**
2. 25-006 **1R** 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. **1R Read**
3. 25-007 **1R** 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. **1R Read**

INFORMATION ONLY

1. Boards and Commission Reports
2. Municipal Court Report for December 2024
3. ***Please Note: In accordance with RSMo. 610.021, the City Council may convene in an Executive Session during or after the meeting, in the Council Chambers and move to Conference Room D for the closed meeting, on matters of litigation, legal action, and/or attorney client communications, as permitted by Sec. 610.021(1), on matters of personnel, as permitted by Sec. 610.021(3) and personnel records, as permitted by 610.021(13), on matters of contracts, as permitted by 610.021(12), on matters of real estate, as permitted by 610.021(2) and/or matters of labor negotiations, as permitted***

by 610.021(9).

COUNCILMEMBER COMMENTS

Councilmember Stewart asked about the Volunteer Appreciation Breakfast that the City used to hold. City Manager Zach Walker stated that this stopped due to COVID and has not been revived since that time. Councilmember Stewart would like to get this started again. City Manager Walker will look into getting this going again.

Councilmember Fears stated he would support this breakfast as well.

Councilmember Vaught mentioned that she saw the Sonic at 35th and Noland Road being worked on and was excited to see that.

Councilmember Wiley stated that she is on the Advisory Board of the Herndon Career Center and introduced Ella Campbell who is a student from the Career Center. Ella is helping Councilmember Wiley with some web design to help get dogs adopted. She also stated that she attended the Audit and Finance meeting. They had an outside audit done and it came back a clean audit.

Councilmember McCandless stated that not for profits are important in the functioning of the City. There was a lot of uncertainty in the last week regarding funding. She also stated that 988 has a mobile crisis unit and you can request that they send someone to you if you feel you are having a crisis. She also mentioned the Super Bowl game coming up this weekend.

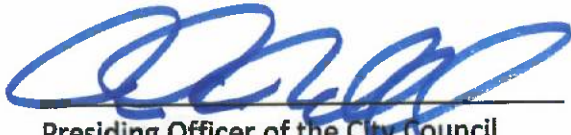
Councilmember Perkins stated that he also supports the volunteer breakfast. Councilmember Perkins stated the Cyrslar Ave. bridge was in the news this week for being closed and asked the City Manager for information on that closure. Zach said that this is the 6th Bridge that has closed in Independence. It is closed due to age and wear and tear on the bridge. The underdecking of the bridge has begun to break off and fall onto the railroad tracks below, creating a hazard for the trains that travel that track. This bridge has been out on three different occasions for bids for repairs, however, it has not received any responses. The contractors do not feel this job is big enough for them to bid on. Councilmember Perkins also said that the Governor is looking to put substantial funding in the area for FIFA. The games that will be here in 2026 will have a significant impact to our community.

Mayor Rowland said that the end of the video contest will be February 22nd. The submissions have concluded but it will be open to the public and held at the Englewood Arts.

Zach Walker said that the Community Services League and the Good Shepherd opened a drop-in shelter this week for those who have daily needs such as laundry services, mail boxes, etc. This is another tool in addressing the homeless population and their needs. There will be a study session on February 24th regarding the transit system. This is a funding issue. We would need an additional \$3.5 Million to sustain that service, out of the general fund. This is a regional transit crisis affecting communities around us.

Councilmember McCandless stated that Nancy Pelosi was at the Harry Truman Library for an event last night.

ADJOURNMENT



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

ATTEST:



City Clerk



INDEPENDENCE
★ MISSOURI ★
A GREAT AMERICAN STORY

City Council Regular Meeting Minutes

February 17, 2025 6:00 PM

Council Chambers - 111 E. Maple Ave.

INVOCATION

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

Pastor Mike Hall gave the invocation.

THE PLEDGE OF ALLEGIANCE

ROLL CALL

Mayor Rory Rowland, Presiding Officer of the City Council, called the meeting to order. Upon roll call, the following members were present: Jared Fears, Brice Stewart, Bridget McCandless, Jennie Vaught, John Perkins, Heather Wiley, and Mayor Rory Rowland. Absent – None.

CITIZEN REQUESTS

There were no citizen requests this evening.

PROCLAMATIONS

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

This Proclamation was presented to two of the City Engineers by Mayor Rowland.

CONSENT AGENDA

Councilmember Perkins moved to approve the consent agenda. Motion seconded by Councilmember Wiley.

Items pulled for special consideration were item number 2 by Councilmember Stewart, item

number 6 by Councilmember Fears, Resolution 25-705 by Councilmember Fears and Resolution 25.720 by Councilmember Wiley.

AYES (7): Mayor Rowland, Councilmember Fears, Councilmember Stewart, Councilmember McCandless, Councilmember Vaught, Councilmember Perkins, Councilmember Wiley

NAYS (0): None

ABSENT (0):

Consent agenda passes, 7-0

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**

This item was pulled by Councilmember Stewart for special consideration.

This is for the sidewalk project along 23rd Street that will run from 291 East to Speck Road at Bridger Middle School. This includes a study for a multi-modal trail for bicycles. This will not change the lane configuration.

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

AYES (7): Mayor Rowland, Councilmember Fears, Councilmember Stewart, Councilmember McCandless, Councilmember Vaught, Councilmember Perkins, Councilmember Wiley

NAYS (0): None

ABSENT (0):

Motion passes 7-0

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**

This item was pulled by Councilmember Fears.

We were able to attain federal funding for a large part of this project. There is a lot of older corrugated pipe that is rusting and will eventually fail. this will allow us to replace this piping and replace with new, more updated type of piping.

Councilmember Fears moved to Approve the item as presented. Motion seconded by Councilmember McCandless.

AYES (7): Mayor Rowland, Councilmember Fears, Councilmember Stewart, Councilmember McCandless, Councilmember Vaught, Councilmember Perkins, Councilmember Wiley

NAYS (0): None

ABSENT (0):

Item passes 7-0

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**

This item was pulled by Councilmember Fears. There has been an amended version of this circulated to the Councilmembers this evening. This is an agreement between the City of Independence and the Independence Chamber of Commerce for an economic development partnership. The changes allow additional input and oversight from the City to ensure those giving consulting services are doing so relative to economic development and with knowledge of state statutes and incentive programs. There were also changes by the City Attorney to match the requirements in other City contracts.

Councilmember Perkins also made a motion to correct a scrivener's error, changing the name of the city from Willard to Independence. This was seconded by Councilmember Wiley.

AYES (7): Mayor Rowland, Councilmember Fears, Councilmember Stewart, Councilmember McCandless, Councilmember Vaught, Councilmember Perkins, Councilmember Wiley

NAYS (0): None

ABSENT (0):

This amendment passes 7-0

The substitute vote was:

AYES (7): Mayor Rowland, Councilmember Fears, Councilmember Stewart, Councilmember McCandless, Councilmember Vaught, Councilmember Perkins, Councilmember Wiley

NAYS (0): None

ABSENT (0):

Substitution passes 7-0 - item approved

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**

This item was pulled by Councilmember Wiley. Jackson County is no longer actively running their Animal Welfare Committee. This resolution will establish a new committee made up by Independence residents, ensuring the operations of the shelter are proper and appropriate and would provide recommendations to the City Council about foster enhancements and also providing oversight of the animal shelter portion of the Prop P tax funds.

Councilmember Wiley moved to Approve the item as presented. Motion seconded by Councilmember McCandless.

AYES (7): Mayor Rowland, Councilmember Fears, Councilmember Stewart, Councilmember McCandless, Councilmember Vaught, Councilmember Perkins, Councilmember Wiley

NAYS (0): None

ABSENT (0):

Item passes 7-0

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**

This ordinance will provide more grace and humanity for those who use extended-stay hotels as housing. It maintains health standards through regular cleaning schedules and safety enhancements, as well as being specific as to what kind of property qualifies as an extended-stay hotel.

AYES (7): Mayor Rowland, Councilmember Fears, Councilmember Stewart, Councilmember McCandless, Councilmember Vaught, Councilmember Perkins, Councilmember Wiley

NAYS (0): None

ABSENT (0):

Item passes 7-0

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**

AYES (7): Mayor Rowland, Councilmember Fears, Councilmember Stewart, Councilmember McCandless, Councilmember Vaught, Councilmember Perkins, Councilmember Wiley

NAYS (0): None

ABSENT (0):

Item passes 7-0

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**

AYES (7): Mayor Rowland, Councilmember Fears, Councilmember Stewart, Councilmember McCandless, Councilmember Vaught, Councilmember Perkins, Councilmember Wiley

NAYS (0): None

ABSENT (0):

Item passes 7-0

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

Councilmember Fears said he and Councilmembers Wiley and Vaught attended an HOA meeting to discuss the GO Bond. They have several others set up to attend. He also stated the adhoc group regarding the City healthcare plan met last week and shared the movement that has been happening with employees switching from the OAP to the OAP 2 plan and basic plan.

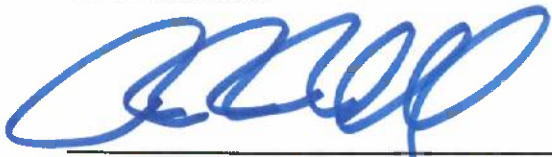
Councilmember Wiley attended the Fort Osage District State of the District speech. There are a lot of great things happening in that district. Today she and Councilmember Vaught toured the Rock Creek treatment plant. They saw the whole process of where everything comes in, how it is treated and then going into the creek. The staff was great. They love what they do. She loves that we are good stewards of our environment.

Councilmember McCandless expressed her appreciation to Tom Scannell, Director of Community Development Dept. and Charlie Dissell, Assistant City Manager for their work on the extended stay hotel ordinance.

Mayor Rowland wanted to give thanks to Tyler Hines for coming back to Kansas City to give everyone a hug after the Chiefs' loss in the Super Bowl. He thanked the folks at the Palmer Center for inviting him to play Pickle Ball. He also went to the Lake City groundbreaking. They are building a huge new addition that is tens of thousands of feet. This weekend is the video contest awards at Englewood Arts at 2:00 p.m. He also expressed his condolences for the loss of Representative Ira Anders.

City Manager Zach Walker reminded everyone that it is going to snow again and it will be very, very cold. Crews are already out treating roads, however with the extreme cold, the treatments may not be very effective. Please make sure you get vehicles off the street or get everyone to park on one side of the street so the snow plows have room to clear the road.

ADJOURNMENT



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

ATTEST:



City Clerk



City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

Council approval is requested to expend \$136,641.86 to the Mid-America Regional Council (MARC) for the City of Independence's participation in the Intergovernmental Agreement related to the disposal of Household Hazardous Waste (HHW) by the Municipal Services Department. **Approved**

Recommendations:

Council approval is recommended.

Background:

The City participates in an annual Household Hazardous Waste (HHW) event, which is scheduled for Saturday, April 26, 2025. This event provides citizens with an opportunity to properly dispose of chemicals that may otherwise be dumped or discarded in ways that could negatively impact the environment, the city's sanitary sewer, or storm sewer systems. Accepted chemicals include paint, antifreeze, oil, gasoline, pesticides, batteries, medications, and other household and lawn & garden chemicals. In addition to the drive-up HHW event, this contract provides Independence residents with free access to hazardous waste drop-off locations in Lee's Summit and Kansas City year-round. The City is required to submit this agreement to MARC in advance of the HHW event.

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

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

Emergency Justification:**Fiscal Impact:**

The fiscal impact to the City is \$136,641.86. Funding for the Household Hazardous Waste (HHW) event is included in the Fiscal Year 2024-25 adopted budget on page 189, account number (0305210-5240), Other Services.

Council Action:

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

REVIEWERS

Richard Kemple
Melissa Cabrera
Jeremy Cover
Zachary Walker
Susanne Holland

ATTACHMENTS:

1. Solid Waste Management District, Household Hazardous Waste - Independence Invoice
Signed Agreement, 2025

2025

Intergovernmental Agreement between the MARC Solid Waste Management District and Independence, Missouri relating to the Regional Household Hazardous Waste Collection Program

This Agreement is entered into pursuant to Missouri Revised Statutes Section 70.210 *et seq.*

Whereas, Cass, Clay, Jackson, Platte, and Ray Counties and the City of Kansas City have formed the MARC Solid Waste Management District (SWMD) pursuant to Sections 260.300 through 260.345 of the Revised Statutes of Missouri (1986 & Cum. Supp. 1990) and the members of the SWMD include most cities within the member counties; and

Whereas the City of Kansas City, Missouri (Kansas City) operates a permanent Household Hazardous Waste facility located at 4707 Deramus, Kansas City, Missouri, and operates outreach sites for collection of Household Hazardous Waste (HHW) at various locations and on various dates; and

Whereas, the City of Lee's Summit, Missouri operates a permanent Household Hazardous Waste Facility located at 2101 SE Hamblen Road, Lee's Summit; and

Whereas, Kansas City and Lee's Summit have made these HHW collection facilities available for use by members of the SWMD and the SWMD, Kansas City and Lee's Summit have agreed to create a regional household hazardous waste program for the benefit of all members of the SWMD; and

Whereas Independence, Missouri (sometimes referred to in this Agreement as the "Participating Member") intends to participate in the Regional HHW Collection Program.

Therefore, the SWMD and the Participating Member agree that participation in the Regional HHW Collection Program shall be on the following terms and conditions:

I Definitions

Household Hazardous Waste (HHW) shall mean waste that would be classified as hazardous waste by 40 CFR 261.20 through 261.35 but that is exempt under 40 CFR 261.4 (b) (1) (made applicable in Missouri by 10 CSR 25-4.261) because it is generated by households. Examples include paint products, household cleaners, automotive fluids, pesticides, batteries, and similar materials. A determination of whether any material meets this definition shall be made by Kansas City.

II Effective Date

Independence, Missouri agrees to participate in the Regional HHW Collection Program for a one-year period beginning on **January 1, 2025**.

III Termination

A. Budget Limitations. This Agreement and all obligations of the Participating Member and the SWMD arising therefrom shall be subject to any limitation imposed by budget law. The parties represent that they have within their respective budgets sufficient funds to discharge the obligations and duties assumed and sufficient funds for the purpose of maintaining this Agreement. This Agreement shall be deemed to terminate by operation of law on the date of expiration of funding.

B. Termination of regional program. If the regional household hazardous waste program is terminated prior to the expiration of this Agreement, the SWMD shall refund the amount paid by the participating member, less the cost of services provided prior to termination of the regional program. The cost of services shall be assessed at seventy-five dollars (\$75.00) for each vehicle belonging to a resident of the participating member that has been served prior to the termination of the program, not to exceed the amount paid by the participating member.

C. Each participating member will be required to notify the SWMD, Kansas City and Lee's Summit in writing of its intention to renew the annual agreement for the following year no later than December 15. In the event that notification is not provided in advance or the final decision is made to not rejoin the program for the upcoming year, the participating member is responsible for any costs incurred by Kansas City and/or Lee's Summit to serve residents after December 31. Kansas City and SWMD reserve the right to invoice the member city or county for any waste disposal costs incurred as a result of late notification.

IV *Duties of Participating Member*

A. **Fees.** **Independence, Missouri** agrees to pay the sum of **\$136,641.86** to participate in the 2025 Regional HHW Collection Program for the period from January 1 to December 31. The program participation fee is based on a per capita rate of \$1.13 applied to 2023 Population Estimate figures as shown in Attachment One. At least one-half of this amount shall be paid within thirty (30) days upon receiving the district invoice. Payment of any remaining balance shall be paid within the following six months.

B. **Payment.** The Participating Member shall be obligated for payment of the amount shown in Paragraph IV(A) irrespective of the participation of its citizens, or of any actual expenses incurred by the SWMD, Kansas City, or Lee's Summit attributable to the Participating Member, except in the event of termination of the regional program, as reflected in III(B) above. Payment by the Participating Member of the agreed upon amount shall not be contingent upon renewal of this Agreement or renewal of the Agreement between the SWMD and Kansas City or Lee's Summit.

Annual Renewal. The agreement between the SWMD and the Participating Member will be subject to renewal each year. To assure community information is included in the printed promotional material, agreements will be due no later than February 1, 2025. No pro ration of fees is applicable under this agreement.

C. **Contact Person.** The Participating Member agrees to notify the SWMD and Kansas City, on or before the date of this Agreement, of the name of an individual who will serve as its contact person with respect to the Regional HHW Collection Program.

V *Services Provided by the SWMD*

A. **Permanent Collection Facilities.** HHW collection services shall be provided by Kansas City and Lee's Summit pursuant to agreements entered into between the SWMD and Kansas City, and the SWMD and Lee's Summit. Pursuant to those agreements, residents of the Participating Member may deliver HHW, by appointment, if required, and during normal hours of operation, to the Kansas City permanent HHW facility and to the Lee's Summit permanent HHW facility.

B. **Outreach Collections.** Pursuant to the agreement between the SWMD and Kansas City, Kansas City has also agreed to provide contractor services for the collection of HHW at outreach collection sites throughout the SWMD area. Residents of the Participating Member will be able to deliver HHW to outreach collection sites, the dates and locations of which will be negotiated by the SWMD and Kansas City. If, at the request of a Participating Member, an outreach collection is held within its boundaries, the Participating Member agrees that Kansas City or the contractor shall have overall control of the collection activities but the Participating Member shall provide the following:

- adequate and safe sites with unobstructed public access;
- access to restroom facilities and drinking water
- adequate publicity of the date and location of the mobile collection;
- a means for the collection, removal and disposal of any wastes that do not meet the definition of hazardous waste;
- volunteers or workers to conduct traffic control, survey participating residents, stack latex paint and automotive batteries, and assist with non-hazardous waste removal and bulking of motor oil;

- means of limiting the vehicles to a number negotiated by Kansas City and the SWMD (estimated to be either 200, 300, or 400 vehicles per outreach collection);
- a forklift and forklift operator available at the opening and closing of the event; and
- access to residents of any city or county that is also a participating member.

VI Reports

The SWMD will provide to the Participating Member quarterly reports on the operations of the Kansas City and Lee's Summit permanent facilities and on the operations of the outreach collections, based on information provided to the SWMD by Kansas City and Lee's Summit. The quarterly reports shall include the following information:

- Total number vehicles using each facility (permanent or mobile) on a quarterly basis;
- Number of vehicles from each participating member using the facility;
- An end-of-the-year summary report including waste composition and disposition.
- Each program year the district will provide brochures which include facility hours of operation, mobile event schedule, and contact information

VII Insurance

A. *Insurance.* The SWMD agrees that, pursuant to the terms of its Agreement with Kansas City, Kansas City shall maintain liability insurance related to the outreach collection sites under which the community where the site is located shall be named as an additional insured.

VIII Legal Jurisdiction

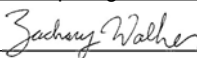
Nothing in this Agreement shall be construed as either limiting or extending the legal jurisdiction of the parties.

MARC Solid Waste Management District:

 Date: 1/15/25

Doug Wylie, Chair

Participating Member:

 Date: 01/06/2025

Zachary Walker

Print Name

City Manager

Print Title

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

Council approval is requested to expend \$246,670.52 with Graybar Electric for failing 15KV distribution switchgear cabinets, also called Desert Storm Cabinets, for the Power & Light Department. **Approved**

Recommendations:

Approval of this item is recommended.

Background:

The Transmission and Distribution Division of Power and Light needs a replacement, 15KV distribution switchgear cabinets, for one that is in service and failing. Graybar Electric is the limited-source distributor for the currently used switchgear and is a known vendor that meets our specifications. Power & Light is using the City of Kansas City MO contract # EV2370 with Graybar Electric for this purchase.

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

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

Emergency Justification:**Fiscal Impact:**

The fiscal impact to the city is \$246,670.52. Funding for the Cooper 15KV switchgear stock is included in the fiscal year 2024-25 adopted budget, page 278, project account number 0217021-5406-202205-C, Desert Storm Switchgear Cabinets, IPL fund 021.

Council Action:

REVIEWERS

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

ATTACHMENTS:

1. Graybar Desert Storm Switchgears Quotation
2. Sole -Source Form - Desert Storm Cabinets 2025
3. Graybar US Communities Cooperative Contract#EV2370



235 JAYCEE DR
JEFFERSON CITY MO 65109-1100
Phone: 573-681-6407
Fax: 573636

To: INDEPENDENCE, CITY OF (USC)
ACCOUNTING DIVISION
111 E Maple Ave
INDEPENDENCE MO 64050-3066
Attn: Paul Biesemeyer
Phone: 816-325-7544
Fax: 816-325-7470
Email: kevin.schnieders@graybar.com

Date: 01/29/2025
Proj Name: INDEPENDENCE
GB Quote #: 0247978756
Release Nbr:
Purchase Order Nbr: QUOTE
Additional Ref#
Valid From: 01/29/2025
Valid To: 02/28/2025
Contact: Kevin Schnieders
Email: Kevin.Schnieders@graybar.com

Proposal

We Appreciate Your Request and Take Pleasure in Responding As Follows

Item	Item/Type	Quantity	Supplier	Catalog Nbr	Description	Price	Unit	Ext.Price
100		4 EA	COOPER POWER SYSTEMS	KP01003640		\$61,667.63	1	\$246,670.52

Ship From: Drop Ship-Factory

Total in USD (Tax not included): \$246,670.52

F O B: F/A
Delivery: 40 WEEKS

This equipment and associated installation charges may be financed for a low monthly payment through Graybar Financial Services (subject to credit approval). For more information call 1-800-241-7408 to speak with a leasing specialist.

To learn more about Graybar, visit our website at www.graybar.com

24-Hour Emergency Phone#: 1-800-GRAYBAR

This Graybar quote is based on the terms of sale in the EV2370 Master Agreement which can be found by clicking the link found at https://www.omniapartners.com/hubfs/PUBLIC%20SECTOR/Supplier%20Information/Graybar/EV2370_Graybar_MAD_2017_12_20.pdf

To: INDEPENDENCE, CITY OF (USC)
ACCOUNTING DIVISION
111 E Maple Ave
INDEPENDENCE MO 64050-3066
Attn: Paul Biesemeyer

Date: 01/29/2025
Proj Name: INDEPENDENCE
GB Quote #: 0247978756

Proposal

We Appreciate Your Request and Take Pleasure in Responding As Follows

Signed:_____

This equipment and associated installation charges may be financed for a low monthly payment through Graybar Financial Services (subject to credit approval). For more information call 1-800-241-7408 to speak with a leasing specialist.

To learn more about Graybar, visit our website at www.graybar.com

24-Hour Emergency Phone#: 1-800-GRAYBAR

This Graybar quote is based on the terms of sale in the EV2370 Master Agreement which can be found by clicking the link found at https://www.omniapartners.com/hubfs/PUBLIC%20SECTOR/Supplier%20Information/Graybar/EV2370_Graybar_MAD_2017_12_20.pdf

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: Graybar 235 Jaycee Dr. Jefferson City MO 65109	Munis Vendor ID # 111703 Or attach Supplier's W-9 Form
Purchase Requisition #: 20253347	Estimated cost: \$ 246,670.52
If this is a sole source purchase, check all that apply: ☐ Licensed or patented – supplier has a license or patent that makes them the Limited provider. ☒ One-of-a-kind – there are no competitive alternatives available on the market. ☐ Limited Distributor – Supplier is the Limited distributor for the region or municipality ☒ Compatibility – must match existing brand or equipment for compatibility. ☐ Warranty/Replacement part – for a specific brand or factory authorized warranty services. ☐ Grant – Requirements for specific goods/services established in the grant language. Attach grant for support. ☒ Unique design – must meet physical design or quality standards. ☐ Public Utility Services – Necessary adjustment of utility facilities. ☐ Other – _____	
If this is an emergency purchase, check all that apply and give a brief description of the situation: ☐ Response to a threat to health, welfare or public safety ☐ Protection of preservation of public property ☐ Major project's timeline does not allow for normal procedures in order to be completed Description – _____ _____	
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: App attached	Title: Director of Power & Light
City Manager Authorization (Emergency Purchases Only)	
Signature:	Date:

From: [Joseph Hegendeffe](#)
To: [Paul Biesemeyer](#)
Cc: [Briana Jarvis](#); [Richelieu Sese](#)
Subject: RE: Desert Storm switchgear
Date: Friday, February 7, 2025 12:58:46 PM
Attachments: [image001.png](#)

I approve the sole source



Joe Hegendeffe

Director

O - 816.325.7494

C - 816.267.3587

jhegendeffe@indepmo.org

P.O. Box 1019

17221 E. 23rd St. South

Independence MO 64051-0519

From: Paul Biesemeyer <pbiesemeyer@indepmo.org>
Sent: Friday, February 7, 2025 12:34 PM
To: Joseph Hegendeffe <jhegendeffe@indepmo.org>
Cc: Briana Jarvis <BJarvis@indepmo.org>; Richelieu Sese <rsese@indepmo.org>
Subject: Desert Storm switchgear

Joe,

Please see attached for the purchase of 4 Cooper switchgear for our distribution system. These are replacement one for the failing ones out in our system. I need your approval on the limited source & the requisition, they are in our budget for this year.

Thanks

Paul Biesemeyer
T&D Manager
Independence Power & Light
816-325-7562
pbiesemeyer@indepmo.org





ELECTRICAL, LIGHTING, DATA COMMUNICATIONS AND SECURITY PRODUCTS
AND RELATED PRODUCTS, SERVICES AND SOLUTIONS
Executive Summary

Lead Agency: City of Kansas City, Missouri

Solicitation: RFP365

RFP Issued: September 6, 2017

Pre-Proposal Date: September 20, 2017

Response Due Date: October 6, 2017

Proposals Received: #3

Awarded to: Graybar Electric Company, Inc. contract #EV2370

The City of Kansas City, Missouri Procurement Services Division issued RFP #EV2370 on September 6, 2017, to establish a national cooperative contract for Electrical, Lighting, Data Communications and Security Products and Related Products, Services and Solutions.

The solicitation included cooperative purchasing in Section 1. Master Agreement:

The City of Kansas City, MO (herein "Lead Public Agency") on behalf of itself and all states, local governments, school districts, and higher education institutions in the United States of America, and other government agencies and nonprofit organizations (herein "Participating Public Agencies") is soliciting proposals from qualified suppliers to enter into a Master Agreement for a complete line of Electrical, Lighting, Data Communications, and Security Products and Related Products, Services and Solutions (herein "Products and Services").

And Section 3. U.S. Communities:

U.S. Communities Government Purchasing Alliance (herein "U.S. Communities") assists Participating Public Agencies to reduce the cost of purchased goods through strategic sourcing that combines the volumes and the purchasing power of public agencies nationwide. This is accomplished through an award of competitively solicited contracts for high quality products and services by large and well recognized public agencies (herein "Lead Public Agencies"). The contracts provide for use by not only the respective Lead Public Agency, but also by other Participating Public Agencies.

Notice of the solicitation was sent to potential offerors, as well as advertised in the following:

- Seattle.gov – The Buy Line Blog
- Daily Journal of Commerce, OR
- The Advocate, LA
- The Honolulu Star, HI
- DEMANDSTAR, ONVIA
- City of Kansas City, Missouri
- Merx.com
- The New York State Contract Reporter
- Washington Electronic Business Solution
- U.S. Communities - Website

On October 6, 2017 proposals were received from the following offerors:

- Graybar Electric Company, Inc.
- HB (Delivering Systems LLC/DBA High Biometrics)
- supplyFORCE

Upon evaluation, the committee elected to award to the most responsive proposal Graybar Electric Company, Inc. for electrical, lighting, data communications and security products and related products, services and solutions.

Contract includes:

Graybar offers a robust selection of products in electrical and lighting, data communication and security, hardware, and services. Solution benefits include:

- Comprehensive Products, Services, & Solutions
- Next day service is free of charge for materials stocked in the branch and within the standard service area
- Volume Incentive

Term:

Contract period from February 1, 2018 through January 31, 2023 with the option to renew to for up to three (3) additional two (2) year terms through January 31, 2029.

Pricing/Discount: Discounts are based on Graybar List Price or Cost in effect at the time of order. Visit Graybar landing page *Graybar Online Store* for more details.

OMNIA Partners, Public Sector Landing Pages: <https://www.omniapartners.com/publicsector/contracts/supplier-contracts/graybar>

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

Council approval is requested for a change order to Purchase Order 25000778 to acquire an additional Freightliner single-axle dump truck chassis from PTG Premier Truck Group for \$109,483. This purchase is for the Street Maintenance Division of the Municipal Services Department. The total expenditure will increase to \$218,966. **Approved**

Recommendations:

Staff recommends approval of this item.

Background:

The Street Maintenance Division of Municipal Services is beginning to replace its 2014 dump trucks and plans to replace all four units over the next several years. Due to budget considerations, Municipal Services intends to increase the purchase of truck chassis from one (1) to two (2) this fiscal year. The dump package and snow plow accessories will be purchased in FY 2025-26 to complete the chassis build-out.

This purchase is being made through the MACPP Missouri-Kansas Purchasing Association contract, administered by Clay County.

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

Emergency Justification:**Fiscal Impact:**

The fiscal impact to the City is \$218,966 for the purchase of two chassis. This expenditure is included in the Capital Improvement Plan (CIP) FY 2024-2025 adopted budget under Account No. 0517051-5404 (Page 203), Project String #112504 – Dump Truck.

Council Action:

REVIEWERS

Richard Kemple
Melissa Cabrera
Jeremy Cover
Zachary Walker
Susanne Holland

ATTACHMENTS:

1. Premier Purchase Agreement (1)



Purchase Agreement and Acknowledgement

Ver 4/2023

Premier Truck Group of Kansas City

8001 Parvin Road
Kansas City MO 64161
Phone: (816) 453-4400

Department: NEW
Contract Date: 11/15/2024
Deal Packet: DE-56832-1
Branch: 805
Salesperson: Ryan Huff

Bill To: 369900
CITY OF INDEPENDENCE, MISSOURI
14909 E TRUMAN RD
INDEPENDENCE MO 64050-3049
P:(816) 325-7174

Ship To:
CITY OF INDEPENDENCE, MISSOURI
14909 E TRUMAN RD
INDEPENDENCE, MO 64050-3049

Stock#: **TBD-1** VIN: **TBD-1** New 2026 FREIGHTLINER 108SD PLUS Price: \$109,483.00

Total Price	<u>\$109,483.00</u>
Total	<u>\$109,483.00</u>
Net Total	<u>\$109,483.00</u>

Quote Per MKCPP Contract Number: 62-23-4

Specification: 2026MY Independence 35K GVW SA Dump Truck L9 108SD Disc 11_15_2024

A DOCUMENTARY FEE IS NOT AN OFFICIAL FEE. A DOCUMENTARY FEE IS NOT REQUIRED BY LAW, BUT MAY BE CHARGED TO PURCHASERS FOR HANDLING DOCUMENTS RELATING TO THE SALE. A DOCUMENTARY FEE MAY NOT EXCEED A REASONABLE AMOUNT AGREED TO BY THE PARTIES.

THIS NOTICE IS REQUIRED BY LAW.

The Dealer's Inventory Tax charge is intended to reimburse the Dealer for ad valorem taxes on its motor vehicle inventory. The charge, which is paid by the Dealer to the county tax assessor-collector, is not a tax imposed on a Purchaser by the government, and is not required to be charged by the Dealer to the Purchaser.

THE UNDERSIGNED PURCHASER HEREBY OFFERS TO PURCHASE FROM YOU, THE DEALER, FOR THE STATED PRICE THE NEW VEHICLE(S) DESCRIBED HEREIN, SUBJECT TO THE TERMS AND CONDITIONS SET FORTH IN THIS PURCHASE AGREEMENT AND ACKNOWLEDGEMENT.

IMPORTANT: Read additional Terms and Conditions attached to this agreement.

EXECUTED BY THE PARTIES IN DUPLICATE, ONE COPY OF WHICH HAS BEEN DELIVERED TO THE PURCHASER WHO ACKNOWLEDGES AND ACCEPTS, SUBJECT TO LIMITED WARRANTY, WARRANTY DISCLAIMER AND LIMITATIONS OF LIABILITY AS SHOWN ON THE NEW VEHICLE OWNER'S WARRANTY REGISTRATION FORM.

Your business is always appreciated!

PURCHASER'S SIGNATURE TITLE DATE

ACCEPTED BY

CO-SIGNER'S SIGNATURE TITLE DATE

AUTHORIZED SIGNATURE

VENUE: It is agreed that this agreement is entered into in the State of Texas and is governed by the laws of the State of Texas.

Page 39 of 441

Purchase Agreement Terms and Conditions

1. **TRADE(S).** Purchaser shall deliver trade(s) in the same condition as at time of inspection and appraisal by Dealer, other than reasonable wear and tear, except as disclosed in this Agreement. Purchaser represents that each truck shall be free and clear of all liens and encumbrances and warrants that the trade(s) be that type and condition described in this Agreement, including attachments hereto.

2. **PRICING.** If after the date of this Agreement, the manufacturer of a vehicle set forth above ("Vehicle") imposes any increase in the price of any Vehicle or imposes any surcharges (whether relating to commodities, raw material, tariffs, or otherwise), Dealer may make corresponding changes to the Pricing set forth above for the affected Vehicle. Further, in the case of new Daimler Vehicles, a new vehicle sales contract with fixed pricing that exceeds a fourteen-month period requires calculation to determine whether a factory invoice surcharge will apply ("DTNA Surcharge"). This potential surcharge will be calculated according to the DTNA RMS (Daimler Trucks North America Raw Material Surcharge) Calculator beginning fourteen months from the first approval date of the DTNA deal number unless otherwise agreed in writing. The rules for calculation of the DTNA Surcharge are available at the following website: www.dtna-apps.com/rmc/. Purchaser shall be responsible for paying any applicable DTNA Surcharge.

3. **TERMS OF PAYMENT.** Unless otherwise agreed, net payment shall be due on delivery. Late payments shall bear interest at the rate of 18% per annum, or the maximum permitted under law, whichever is less. If acceptance of delivery is delayed by Purchaser, payment shall become due on the date when Dealer is prepared to deliver. If the financial condition of Purchaser at any time does not, in the judgment of Dealer, justify continuance of the work to be performed by Dealer hereunder on the terms of payment as agreed upon, Dealer may suspend such work, or postpone delivery, and require such assurances of Purchaser's performance as Dealer deems adequate, including payment in advance, or Dealer may cancel this order and shall receive reimbursement for its reasonable and proper cancellation charges. In the event of bankruptcy or insolvency of Purchaser, voluntary or involuntary, Dealer shall be entitled to cancel any order then outstanding at any time and seek reimbursement for its reasonable and proper cancellation charges.

4. **CANCELLATION.** Purchaser may cancel this order only if Dealer is able to cancel said order with the manufacturer, and only upon written notice. Upon any cancellation or failure to accept delivery, Purchaser shall pay Dealer reasonable and proper cancellation charges and expenses.

5. **TRANSFER LIMITATION.** Purchaser represents and warrants that it is the intended end user of the Vehicle(s). Purchase further represents and warrants that the Vehicle(s), for a period of 12 months from the date of deliver of the Vehicle(s), will not be resold, re-leased, or otherwise transferred to another owner in any manner without the prior written consent of Dealer.

6. **SALES AND OTHER TAXES.** Unless otherwise specified herein, Dealer's price does not include federal excise, sales, use, or other taxes. Consequently, in addition to the price specified herein, the amount of any other excise, sales, use, or other tax applicable to the sale or use of the Vehicle(s) purchased hereunder shall be paid by Purchaser, or in lieu thereof, Purchaser shall provide Dealer with a tax exemption certificate acceptable to the taxing authorities.

7. **DELIVERY.** All Vehicle(s) furnished hereunder shall be delivered to Purchaser at the Dealer's dealership location or other location as designated in this Agreement. Unless otherwise provided, delivery will be made via carriers and routes designated by manufacturer with freight charges to be included in the purchase price. Delivery dates are approximate and are based upon receipt of all necessary information from Purchaser. Dealer shall not be liable for delays in delivery or manufacturing, or other causes beyond Dealer's control.

8. **TECHNICAL CHANGES.** Purchaser acknowledges that the manufacturer and Dealer reserve the right to change the specifications of the Vehicle(s) at any time without obligation to make such changes in other trucks previously delivered to Purchaser. In addition, manufacturer and Dealer reserve the right to make design changes and substitutions of materials subsequent to the receipt of the order which, in manufacturer's or Dealer's opinion, are necessary to improve the Vehicle. Purchaser agrees to accept any such changes as fulfillment of Dealer's obligations under this order.

9. **REQUIRED EQUIPMENT.** This order shall be deemed to include, whether or not specified herein, all equipment or accessories required by the National Highway Traffic Safety Act or other regulations in effect at the time of order receipt. It is agreed that any additional or different equipment not specified which is required at the time of delivery to meet the foregoing Act or other regulations will be added and the costs shall be paid by Purchaser.

10. **TITLE AND REMEDIES.** Until full payment by Purchaser of all amounts due hereunder, Dealer reserves the title to all Vehicle(s) furnished hereunder. If Purchaser defaults in payment or performance hereunder or becomes subject to insolvency, receivership, or bankruptcy proceedings, or makes an assignment for the benefit of creditors, or without the consent of Dealer voluntarily or involuntarily sells, transfers, leases, or permits any lien or attachment on the Vehicle(s) delivered hereunder, Dealer may treat all amounts then or thereafter owing hereunder by Purchaser as immediately due and payable (subject only to credits required by law) and Dealer may repossess said Vehicle by any means available by law and shall enjoy any and all other remedies of a secured creditor under the Uniform Commercial Code. Purchaser shall execute and deliver to Dealer such financing statements and other documents as Dealer may deem appropriate to evidence, perfect, and protect the priority of its security interest in the Vehicle(s) subject to this order.

11. GENERAL

- Any assignment by Purchaser of this order or any rights hereunder, without written consent of Dealer, shall be void.
- Clerical errors in this order may be automatically corrected by giving written notice thereof to Purchaser by a duly authorized representative of Dealer.
- No waiver, alteration, or modification of any of the provisions hereof shall be binding unless and until in writing and signed by a duly authorized representative of Dealer.
- To the extent not covered by other terms herein, including terms of warranty and limitation of liability, etc., the provisions of the Uniform Commercial Code shall govern this sale.
- This Agreement (including by reference the provisions set out in manufacturers standard warranty or warranties) shall constitute the entire Agreement between Purchaser and Dealer, and no understandings or obligations not expressly set forth herein or in manufacturer's standard warranty or warranties are binding upon Purchaser or Dealer.
- In the event that any provision of this Agreement is judicially deemed unenforceable under applicable law, the validity or enforceability of the remaining provisions will be interpreted, where possible, to sustain its legality and enforceability.

ALL WARRANTIES, IF ANY, BY A MANUFACTURER OR SUPPLIER OTHER THAN DEALER ARE THEIRS, NOT DEALER'S AND ONLY SUCH MANUFACTURER OR OTHER SUPPLIER SHALL BE LIABLE FOR PERFORMANCE UNDER SUCH WARRANTIES. DEALER HEREBY DISCLAIMS ALL WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

Upon Dealer delivering or causing a Vehicle to be delivered to Purchaser, Purchaser assumes the entire risk of loss of, or damage to, such Vehicle from any and every cause whatsoever. Purchaser agrees to indemnify, defend, and hold harmless Dealer from and against any and all claims, actions, issues, costs (including reasonable attorney's fees) and liabilities (including without limitation Dealer's negligence) arising out of: (a) Purchaser's or others' use of the Vehicle(s) after Purchaser takes possession thereof, or (b) any injuries suffered by Purchaser's employees or drivers related to the Vehicle(s).

The Purchaser Agrees to the Terms and Conditions and Warranty Acknowledgement Listed Above:

Initials:

Trade Terms and Conditions

DOCUMENTATION:

- A valid certificate of title in the name of the Dealer must be provided with each vehicle being traded in.
- The above title must show all liens filed against the truck which can be verified at time of trade.
- A valid copy of Form 2290 (Federal Highway Use Tax) showing proof of payment of all past and current taxes must be provided with each vehicle.
- If major repairs have been performed recently, copies of invoices or repair orders will be required for repair verification to prospective purchaser.

TIRES, WHEELS & BRAKES:

- Matched tread steer tires will be required to have at least 50% (11/32") original tread depth with normal tread wear patterns.
- **Matched tread drive tires must be:** ☐ **original tread only (no re-caps).** ☐ **Re-cap or original tread tires are acceptable.**
- Matched tread drive tires will be required to have a minimum of 11/32" if original tread or 15/32" tread depth if recaps. Tires must exhibit even tread wear patterns.
- All tires and wheels must be of the same size and be capable of passing at State and Federal DOT inspections.
- Brakes must have a minimum of 50% lining remaining. Vehicle braking system must be capable of passing all State and Federal DOT inspections.

EXTERIOR CONDITION:

- Vehicle's cab, hood, bumper, and air fairings (top and side) should be free of damage. If damage exists, the maximum allowable (including paint) will be \$250.00.
- All cab glass must be serviceable and capable of passing all State and Federal DOT inspections.
- Frame rails must be capable of passing all State and Federal DOT inspections.

INTERIOR CONDITION:

- Cab interior controls should be in good operating condition. Seats, carpet, and upholstery should be in good condition and show no more than normal wear and tear based on the age and mileage of the vehicle.

MECHANICAL COMPONENTS:

- Engine should be free from defects and oil leaks and be capable of passing a dynamometer test for power and blow by based on specific engine manufacturers published standards.
- Vehicles electrical, HVAC, and if applicable, auxiliary power unit (APU), should be in good working order.
- Transmission, clutch, drivelines, and rear axles should be in good working condition and be capable of passing all State and Federal DOT inspections.

PAYOFF ADJUSTMENTS:

- If the payoff balance of the trade(s) should exceed the approximate payoff amount used for this transaction, the Purchaser agrees to pay the difference between the approximate payoff and the actual payoff amount of the vehicle(s) traded. If the payoff balance of the trade(s) is less than the approximate payoff amount used for this transaction, the Dealer agrees to refund the difference to the Purchaser.

DELIVERY OF TRADE(S):

☐ The Purchaser will deliver the trade(s) to: _____

☐ The Dealer will pick up the trade(s) from: _____

- This transaction will not be complete unless the trade(s) has been received per the trade terms and conditions listed above.
- The Terms of Payment conditions on Pg. 2, Section 2 of this Agreement will apply if the delivery of the trade(s) is late or delayed due to trade terms.
- Delivery of the new vehicle(s) will coincide with receipt of the trade(s) unless other delivery arrangements have been agreed to by both parties.

☐ Other delivery arrangements: _____

The Purchaser Agrees to the Terms and Conditions and Warranty Acknowledgement Listed Above:

Initials:

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

Council approval is requested to authorize an additional \$100,000 in expenditures with Ozark Kenworth for heavy equipment fleet repairs at the Central Garage of the Municipal Services Department. This adjustment will bring the total authorized expenditures to \$300,000. **Approved**

Recommendations:

Council approval to increase expenditures to Ozark Kenworth.

Background:

The Central Garage utilizes Ozark Kenworth for various heavy equipment fleet repairs & warranty issues. The funds spent vary depending upon the number and type of heavy equipment repairs. Ozark has performed several large engine repairs for this fiscal year, which will increase the spending above \$200,000. They have performed larger repairs to Fire Department fire apparatus, Street Maintenance, and others. Municipal Services requests to increase the purchase order spending with this vendor to \$300,000 for the current fiscal year.

Ozark Kenworth has been contracted for several years, but the city issued a Request for Qualifications (RFQ) solicitation to create a list of authorized repair shops earlier in calendar year 2024. Ozark Kenworth responded to the RFQ and is an authorized service provider based upon their submission.

Emergency Justification:**Fiscal Impact:**

The fiscal impact to the City is up to \$300,000. Fleet funding is included in the Fiscal Year 2024-2025 Adopted Budget on page 182, under the following operating expense accounts:

- **5121-5210** – Central Garage for outsourced parts and labor repairs
- **5121-5312** – Central Garage for direct repair order parts
- **5121-5314** – Central Garage for inventory items

Council Action:

Department / Contact	Municipal Services /
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REVIEWERS

Richard Kemple
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 Purchase Order Change Order #1 to the design contract (PO#25000852) with Alfred Benesch & Company, increasing the total contract amount to \$124,290. Additionally, authorization is requested for future change orders not to exceed \$12,429 for the E. Kentucky Road Bridge over Mill Creek portion of the Emergency Transportation Project (No. 112203-2). **Item Passes 7-0**

Recommendations:

Council approval is recommended.

Background:

Approval of Change Order #1 will add \$24,690 to the existing contract (PO#25000852) with Alfred Benesch & Company for additional design services related to the E. Kentucky Road Bridge over Mill Creek portion of the Emergency Transportation Project (No. 112203-2).

In late 2024, the E. Kentucky Road Bridge over Mill Creek was closed due to structural deficiencies in the existing concrete bridge deck. The City entered into an engineering design contract with Benesch to develop plans and specifications necessary for rehabilitating the bridge and reopening it to traffic.

During the re-deck design process, Benesch and City staff discussed the potential benefits of including a bid alternate for a full superstructure replacement. Staff believes this addition will enhance the likelihood of receiving competitive bids from local contractors.

To incorporate the superstructure replacement, Benesch requires additional modeling, design, and plan preparation services that were not included in the original scope. Staff has obtained a scope and fee proposal from Benesch for these services, totaling \$24,290, bringing the new contract price to:

Original Contract:	\$99,600
Change Order #1:	\$24,690
New Contract Total:	\$124,290

The Kentucky Road over Mill Creek portion of the Emergency Transportation Project (No. 112201-2) is eligible for up to \$62,141.76 in federal reimbursement through the American Rescue Plan Act (ARPA).

Emergency Justification:

Fiscal Impact:

The fiscal impact to the City is \$136,719, including contingency. Funding for the Emergency Transportation Project (No. 112203) is allocated in the FY 2025 adopted budget Page 203, Account No. 112203-C-0517051-5406. The E. Kentucky Road Bridge over Mill Creek portion of this project is eligible for up to \$62,141.76 in reimbursement through ARPA.

Council Action:

Department / Contact	Municipal Services /
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REVIEWERS

Richard Kemple
Melissa Cabrera
Jeremy Cover
Zachary Walker
Susanne Holland

ATTACHMENTS:

1. Kentucky Rd Bridge - Supplement 1 Proposal Package - 112203-2



February 12, 2025

Mr. Alex Lopez, PE | City Engineer
City of Independence, Missouri
Municipal Services
17221 E. 23rd St. S.
Independence, Missouri 64057

Alfred Benesch & Company
11010 Haskell Avenue, Suite 200
Kansas City, Kansas 66109
www.benesch.com
P 913-441-1100

Alfred Benesch & Company
4435 Main Street, Suite 1150
Kansas City, Missouri 64111

Subject: Supplemental Letter Agreement – Kentucky Rd Bridge Superstructure Replacement & Bidding Support

Mr. Lopez:

This document serves as a SUPPLEMENTAL LETTER AGREEMENT between the City of Independence, Missouri, Municipal Services (the City) and Alfred Benesch & Company (Benesch). This SUPPLEMENTAL LETTER AGREEMENT serves as a work authorization under the terms and agreement prescribed in the Master Services Agreement for On-Call Engineering between Independence and Benesch. At the request of Independence, Benesch prepared this SUPPLEMENTAL LETTER AGREEMENT for the bridge design services of the Kentucky Road Bridge over Mill Creek.

The scope of this SUPPLEMENTAL LETTER AGREEMENT covers the design and plan preparation for a superstructure replacement, to be presented as an Add Alternate in the contract bid documents, and project bid package preparation, including project specifications and job special provisions. Please refer to the attached exhibit for further details on the scope of this SUPPLEMENTAL LETTER AGREEMENT.

The General Terms and Conditions of the base contract (PO #2500082, Executed 12/26/2024) apply to this SUPPLEMENTAL LETTER AGREEMENT. If the City requests additional services beyond the scope prescribed in this SUPPLEMENTAL LETTER AGREEMENT, Benesch will coordinate with the City to determine a mutually agreed upon supplement.

Benesch's Time and Material, not-to-exceed, fee for Supplemental #1 is \$24,690. Benesch will invoice monthly based on the actual man hours used. Execution of this SUPPLEMENTAL LETTER AGREEMENT will increase the not-to-exceed contract value to **\$124,290** as shown in the table below. Table 1 summarizes the finances of the overall project. The row shown in red pertains to the scope of services included with this SUPPLEMENTAL LETTER AGREEMENT.

Table 1 – Financial Summary of Project

Contract Title/Description	Date Executed	Contract Amount	Running Total	Status
Base (Redeck Design)	12/26/2024	\$99,600	\$99,600	Completed
Supplemental #1 (Super Repl. & Bidding Support)	TBD	\$24,690	\$124,290	Pending

Please approve this SUPPLEMENTAL LETTER AGREEMENT by signing and dating this letter. Please return one copy of the letter to Benesch at the address shown above or by email to russell@benesch.com.

Respectfully,

Jarrod Russell, P.E.
Project Manager | Associate

Enclosure

CC:
Mr. Christopher Harker, PE
Mr. Chris Tepen, PE

Approved by City of Independence, Missouri

Alex Lopez

Digitally signed by Alex Lopez
Date: 2025.02.14 13:33:02-06'00'

Authorized Signature

Date

EXHIBIT A
SUPPLEMENTAL
MANHOURLY-FEE PROPOSAL

Kentucky Rd Bridge
Redeck Design
(Super. Repl. Alternate)
City of Independence, Missouri
Municipal Services

Classification	PP	PMII	SPE	PEII	D2	TOTAL COST
Billing Rate	\$275.00/hr.	\$200.00/hr.	\$195.00/hr.	\$170.00/hr.	\$126.00/hr.	
Kentucky Rd Bridge - Superstructure Replacement Alternate						
Supplement Task 1: Superstructure Design & Plan Development						
Superstructure LEAP Modeling & Design				2 hrs.	8 hrs.	\$1,348
General Notes & Quantities Sheet				2 hrs.	4 hrs.	\$844
Bearing Pad Design				2 hrs.	8 hrs.	\$1,348
Framing Plan Sheet					8 hrs.	\$1,008
Details of Concrete I-Girder Sheets (5)				4 hrs.	24 hrs.	\$3,704
Steel Intermediate Diaphragm Detail Sheet					4 hrs.	\$504
Details of Intermediate Bent Diaphragm Sheet				4 hrs.	12 hrs.	\$2,192
Bill of Reinforcing Steel Sheet					4 hrs.	\$504
Quantities & Cost Estimate	2 hrs.			4 hrs.	8 hrs.	\$2,238
Quality Control Review	4 hrs.	2 hrs.		4 hrs.	8 hrs.	\$3,188
MANHOURLY SUBTOTAL	6 hrs.	2 hrs.	0 hrs.	22 hrs.	88 hrs.	118 hrs.
LABOR SUBTOTAL	\$1,650	\$400	\$0	\$3,740	\$11,088	\$16,878

Supplement Task 2: Final Plans & Bid Package						
Address City Comments (Max 1 time)	2 hrs.			2 hrs.	4 hrs.	\$1,394
Project Specifications, Job Special Provisions & Bid Package	4 hrs.	12 hrs.	8 hrs.			\$5,060
Bidding Phase Support	2 hrs.	4 hrs.				\$1,350
MANHOURLY SUBTOTAL	8 hrs.	16 hrs.	8 hrs.	2 hrs.	4 hrs.	38 hrs.
LABOR SUBTOTAL	\$2,200	\$3,200	\$1,560	\$340	\$504	\$7,804

Direct Costs						
<i>No direct costs anticipated</i>						
DIRECT COST SUBTOTAL						\$0

SUMMARY OF COSTS						
Supplement Task 1: Superstructure Design & Plan Development	Hours =		118 hrs.	\$16,878		
Supplement Task 2: Final Plans & Bid Package	Hours =		38 hrs.	\$7,804		
Direct Costs				\$0		

Project Subtotal = \$24,682
Total Project Cost = \$24,690

Notes/Clarifications:

(1) All labor rates assume project is completed within 2025 calendar year. If project extends beyond 2025 for any reason other than requested by Benesch, a change in rates and outstanding project tasks, shall be negotiated through a supplement.

Exhibit B

Supplemental Scope of Services (Kentucky Rd Bridge)

PROJECT BACKGROUND

This engineering design project includes the design development and plan production to remove and replace the existing superstructure on the Kentucky Rd Bridge over Mill Creek, to act as an add alternate in the contract bid documents and a supplement to the current redecking design, referred to as the “Project”.

This document is intended to provide clarification and details of the project scope and hours provided in Exhibit A. Alfred Benesch & Company (Benesch/Consultant) shall furnish and perform, for the City of Independence (City), the aforementioned professional duties and services required for the design of the Project in accordance with the current City Ordinances.

SCHEDULE

The project duration is assumed to consist of two (2) phases – (1) Superstructure Design & Plan Development and (2) Final Plans. Engineering tasks are anticipated to begin in February 2025. Intermediate and final project milestone dates (subsequently discussed) are scheduled from NTP, subsequent milestones, and City approvals. The Consultant shall make submittals in accordance with the schedule described below:

- **Superstructure Design & Plans Review** | The Consultant will utilize Missouri Department of Transportation (MoDOT) bridge standards where applicable. Unsealed structural plans and an engineering cost estimate of the Superstructure Add Alternate for review by the City shall be submitted within 45 days of Supplemental NTP. This submittal shall accompany the Final Design Plans for Review milestone associated with the Kentucky Road Bridge Redecking Scope of Services.
- **Sealed Final Plans** | Final signed and sealed Superstructure Add Alternate plans and a final engineering construction cost estimate shall be submitted to the City within 21 calendar days after City review/approval of Final Plans is received by the Consultant. This submittal shall accompany the Sealed Final Plans milestone associated with the Kentucky Road Bridge Redecking Scope of Services.

The City shall grant time extensions for unavoidable delays beyond the control of the Consultant. Requests for extensions of time shall be in writing by the Consultant, before plans or applicable project documents are due, stating fully the reasons for the request. It is assumed that this project shall be completed within the 2025 calendar year.

PROJECT TASKS

Task 1 – Superstructure Design & Plan Development | The design tasks are subsequently described (with additional details shown in attached Benesch contract document “Exhibit A – Supplemental Manhour-Fee Proposal”).

1. Superstructure Design & Plan Submittal (Add Alternate)
 - a. Develop model of new superstructure referencing MoDOT standard girder types, strand layouts, and shear stirrup placement. Per MoDOT standard practice, options for both rebar and welded wire fabric as reinforcement within the girders shall be provided.
 - b. Design and/or detail:
 - i. New girder bearing pads
 - ii. New intermediate steel diaphragms
 - iii. New intermediate bent diaphragms
 - c. Add Alternate plans consisting of sheets as defined in contract document “Exhibit A – Supplemental Manhour-Fee Proposal”.
 - d. Prepare unsealed final submittal, including Add Alternate plans, quantities and estimate, and QC/QA of submittal.

Task 1 Deliverable(s):

1. Unsealed Final Plans (PDF)
2. Engineer's Opinion of Probable Cost (PDF)

Task 2 – Final Plans & Bid Package | The final design tasks are subsequently described (with additional details shown in attached Benesch contract document "Exhibit A – Supplemental Manhour-Fee Proposal").

1. Final Sealed Plans (Add Alternate)
 - a. Final plans shall be sealed and signed by a Professional Engineer registered in the State of Missouri, and consist of the information in the final plans, with comments from the City addressed.
2. Bid Package
 - a. Gather/write project specifications and job special provisions (JSPs) per the needs of the proposed work.
 - b. Prepare project bid package utilizing typical City forms, format, and language, where applicable.
 - i. It is assumed that this project will not be funded, in whole or in part, with federal funds. Documentation, forms, and/or language typically required for federally funded projects will not be included in the project bid package.
 - c. Provide support services during bidding to address RFIs, addendums, and/or miscellaneous City questions. Effort is limited to hours budgeted in "Bidding Phase Support".

Task 2 Deliverable(s):

1. Final Plans (Signed/sealed, PDF)
2. Final Engineer's Opinion of Probable Cost (PDF)
3. Electronic design files (MicroStation DGN format)
4. Project Bid Package (including Project Specifications and Job Special Provisions) (PDF)

ASSUMPTIONS/EXCLUSIONS

1. Standard MoDOT Prestressed Concrete Girder, Steel Intermediate Diaphragm, and Slab Drain detailing and design will be utilized when applicable.
2. MoDOT boilerplate specifications and job special provisions will be utilized when applicable.
3. All project details/sheets shall be created using MicroStation and shall adhere to MoDOT Detailing Standards, where applicable.
4. Unless otherwise noted in the task description, all project-related meetings are assumed to be virtual.
5. No topographic survey, geotechnical investigations, hydrologic or hydraulic design, ROW, traffic control, public engagement/involvement, or construction inspection services are included in this Supplemental Scope of Services.
6. No additional services are included or implied by this Supplemental Scope of Services. If tasks are not specifically listed, then they are excluded.

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

Council action is requested to authorize the City Manager to approve a construction contract with Linaweaver Construction, Inc. for an amount not to exceed \$3,447,758. This authorization includes future minor change orders not to exceed \$344,775.80 and any necessary time extensions as part of the Leslie to Crane at Hereford Stormwater Project (No. 132201). **Item Passes 7-0**

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>
Linaweaver Construction, inc.	\$1,775,062.00	\$4,572,943.00
SHEDIGS IT, LLC	\$2,849,361	\$7,789,117.00

After reviewing the bids in relation to the available project budget, it was decided to proceed with the construction contract, which includes the base bid and one bid alternate, for a total of \$3,447,758.00.

Linaweaver Construction, Inc. has successfully completed similar projects for the City in the past, and their bid is being recommended for approval for this contract.

Located in the Springbranch Watershed, the Leslie to Crane at Hereford Stormwater Project (No. 132201) will address historic flooding in a residential neighborhood, generally located between Fair St. and Hereford Ave. along Pope Ave. This project is eligible for up to \$2,511,005.91 in reimbursement through the American Rescue Plan Act (ARPA), administered by the Missouri Department of Natural Resources (MDNR), with a required 20% City match of up to \$647,492.09.

Emergency Justification:**Fiscal Impact:**

The fiscal impact to the City is \$3,792,533.80, including contingency. Funding for the Leslie to Crane at Hereford Stormwater Project (No. 132201) is included in the FY 2025 adopted budget (Page 203, Account No. 132201-C-0587058-5406). This project is eligible for up to

\$2,511,005.91 in ARPA grant reimbursement through MDNR, with a required 20% City match of up to \$647,492.09.

Council Action:

Department / Contact	Municipal Services /
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REVIEWERS

Richard Kemple
Melissa Cabrera
Jeremy Cover
Zachary Walker
Susanne Holland

ATTACHMENTS:

1. Official Bid Tab Summary - ITB #24058- Leslie to Crane & Hereford - Project No. 132201
2. Final Bid Alt Selection - Leslie to Crane & Hereford - Project No. 132201
3. Leslie_to_Crane_and_hereford_location_Map
4. Construction Contract - Linaweaver - Leslie to Crane at Hereford SW Project (No. 132201)
5. Management Analyst Memo Storm Drainage Improvements Leslie to Crane & Hereford

Invitation to Bid #24058-A - Bid Tabulation Results
Leslie to Crane & Hereford Storm Drainage Improvements
City Project No. 132201
ARPA ID: DNR-SW-6F24E0416790
12-Nov-24

<u>Contractor</u>	<u>Base Bid</u>	<u>Alt 1</u>	<u>Alt 2</u>	<u>Bid Total</u>
Linaweaver Construction, Inc.	\$ 1,775,062.00	\$ 1,672,696.00	\$ 1,125,185.00	\$ 4,572,943.00
*SHEDIGS IT, LLC	\$ 2,849,361.00	\$ 3,020,481.00	\$ 1,919,275.00	\$ 7,789,117.00

*Denotes errors found in submitted bid documentation

Invitation to Bid #24058-A - Bid Tabulation Results
Leslie to Crane & Hereford Storm Drainage Improvements
City Project No. 132201
ARPA ID: DNR-SW-6F24E0416790
12-Nov-24

FINAL BID ALT SELECTION

<u>Contractor</u>	<u>Base Bid</u>	<u>Alt 1</u>	<u>Contract Total</u>
Linaweaver Construction, Inc.	\$ 1,775,062.00	\$ 1,672,696.00	\$ 3,447,758.00



CONTRACT AGREEMENT

THIS AGREEMENT, made and entered into this 3rd day of March 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 Linaweaver Construction, inc., a Corporation of the State of Kansas, 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 Leslie to Crane at Hereford Stormwater Project (No. 132201); 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 Three-Million, Four-Hundred Forty-Seven Thousand, Seven-Hundred Fifty-Eight and 00/100 Dollars (\$ 3,447,758.00) 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



MEMORANDUM

DATE: February 19th, 2025
TO: Honorable Mayor & Members of the City Council
FROM: Andrew R. Frazier, Management Analyst
SUBJECT: Leslie to Crane & Hereford Storm Drainage Improvements



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 Linaweaver Construction, Inc. in the amount of \$3,447,758, to perform storm drainage improvements from Leslie to Crane & Hereford. The extent of work includes traffic control, site demolition & preparation, earthwork, 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. The contract with Linaweaver Construction, Inc. will encompass the necessary work and services specified in the agreement.

Per Section 34.040 of the Missouri Revised Statutes regarding Competitive Bidding and Chapter 8, Article 6 of the Independence Code, Independence Municipal Services received, in total 2 bids after being published on the public purchase website. In addition to Linaweaver Construction, Inc bid, Municipal Services received a bid from SHEDIGS IT, LLC totaling \$7,789,117. The Municipal Services staff reviewed each of the firm's qualifications and decided to pursue Linaweaver Construction, Inc bid of \$3,447,758. The bid is complete and the lowest of the finalists.

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
Lisa Reynolds, Deputy City Manager & Director of Municipal Services
Susanne Holland, City Clerk

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

Council action is requested to approve a revised Video Broadcast Agreement with the Independence School District to allow for School Board meetings to be broadcast on City7 and the City's YouTube channel. **Item Fails 3-4**

Recommendations:

Staff recommends approval.

Background:

On November 4, 2024, the City Council approved a Video Broadcast Agreement with the Independence School District (ISD) to allow for School Board meetings to be broadcast on City7. ISD is now requesting that the City also broadcast School Board meetings on the City's YouTube channel, which is prompting the revised Agreement. Revisions to the original Agreement are shown in the redline version of the document.

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

Department / Contact	Legal /
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REVIEWERS

Jeremy Cover
Melissa Cabrera
Jeremy Cover
Zachary Walker
Susanne Holland

ATTACHMENTS:

1. Independence - City7 Broadcast Agreement - BOE - revised 2-20-25, REDLINE
2. Independence - City7 Broadcast Agreement - BOE - revised 2-20-25, CLEAN

VIDEO BROADCAST AGREEMENT

This agreement is made by and between the Independence School District (District) a political subdivision of the State of Missouri, whose principal office is located at 201 N. Forest Ave., Independence, Missouri 64050 and the City of Independence Missouri (City) a political subdivision of the State of Missouri, whose principal office is located at 111 E. Maple Ave., Independence, Missouri 64050.

WHEREAS the District seeks to broadcast video of Board of Education meetings on City7—the Public, Educational, and Government (PEG) Access Channel provided by the Comcast Corporation (Comcast), as well as the City's YouTube channel; and

WHEREAS the City has access to City7 and the City's YouTube channel to broadcast government content—including meetings and municipal information;

NOW THEREFORE, for good and valuable consideration as described herein, the parties hereto agree as follows:

1. **Term and Termination.** The term of this Agreement shall be from the date of the last signing party (Effective Date) through December 31, 2025. This Agreement shall be renewed automatically from the period of January 1 through December 31 of each year and shall only be amended ~~or cancelled~~ upon the mutual written agreement of the parties. If the City's access to City7 is unavailable due to the termination of or changes in the Franchise Agreement with Comcast, or the City is unable to access YouTube for any reason, this Agreement will terminate. Either party may terminate this Agreement with sixty (60) days' notice to the other party.
2. **Use and Conditions of Broadcast Access.**
 - 2.1 City agrees to broadcast video of Independence Board of Education meetings provided by the District (Video Content) for the purpose of public education and civic engagement.
 - 2.2 The District agrees to provide Video Content in a format ready for broadcast on City7 and YouTube.
 - 2.3 The City agrees to broadcast Video Content provided by the District as provided without edits, modifications, or restrictions except as otherwise provided in this Agreement.
 - 2.4 The parties agree that access to City7 and YouTube will be provided in compliance with all Federal Communications Commission regulations, ~~and~~ the Franchise Agreement with Comcast, and applicable YouTube policies.

- 2.5 Because City7 is a municipal resource, specific channel time requests cannot always be guaranteed. Airtime priority will be given to City content before being given to District content.
- 2.6 District represents and warrants that it has obtained all necessary permissions, rights, and clearances for all materials and from all individuals appearing in Video Content. The District shall provide satisfactory evidence of such permissions upon request.
- 2.7 City reserves the sole right to determine whether program content complies with the restrictions, limitations, and technical standards for broadcast and other applicable laws. If the City determines that Video Content provided by the District does not comply with these restrictions and limitations, it may withhold broadcast of the Video Content until the issue is resolved to the City's satisfaction.
- 2.8 Video Content provided by the District for broadcast by the City on City7 or YouTube shall not contain the following restricted content:
- a. Material soliciting or promoting unlawful conduct.
 - b. Material soliciting products or services.
 - c. Commercial content or solicitations that invite viewers to send or pledge money through representations, promises, or any other means.
 - d. Information concerning any lottery, raffle, gift, enterprise, or similar scheme not authorized by state or local law.
 - e. Material which is intended to defraud the viewer, or is designed to obtain money by false or fraudulent pretenses, representations, or promises.
 - f. Content which is slanderous, libelous, or defamatory.
 - g. Content which is disparaging of a racial, gender, ethnic, or religious group.
 - h. Obscene material, sexually explicit conduct, indecency, nudity or other similar material.
 - i. Unauthorized use of copyrighted materials.
 - j. Any advertising on behalf of candidates for elective or appointed office; or their political parties.

- 2.8 **Program Disclaimer.** City reserves the right to place a disclaimer before, during, or after any Video Content that may be objectionable to viewers. The disclaimer will advise viewer discretion and indicate that responsibility for the content of the Video Content lies with the District and not with the City or any third-party platform provider.
3. **Indemnification.** Each party to this Agreement shall be solely responsible for any and all actions, suits, damages, liability, or other proceedings brought against it as a result of the alleged negligence, misconduct, error, or omission of any of its trustees, officers, agents, or employees. Neither party is obligated to indemnify the other party or to hold harmless the other party from costs or expenses incurred as a result of such claims.
4. **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.
5. **No waiver.** The forgoing provisions shall not be deemed a relinquishment or waiver of any kind of applicable limitations of liability provided or available to City or the District under applicable governmental immunities law, including sovereign immunity.
6. **Order of Precedence.** In the event of a conflict or inconsistency between the terms and conditions of this Agreement and the terms and conditions of any exhibit, invoice, purchase order, website, or other document attached hereto or incorporated herein by reference, the terms and conditions of this Agreement shall govern.
7. **Notices.** All communications relating to this Agreement shall be in writing and may be (i) hand delivered, (ii) sent by overnight courier, (iii) shall be deemed received within five (5) business days after mailing if sent by registered or certified mail, return receipt requested, or (iv) upon confirmation of receipt when sent by electronic mail to the parties at the addresses written below.

Notices to the City of Independence shall be sent to:

City of Independence, Missouri
Attn: City Manager
P.O. Box 1019
Independence, MO 64051

Notices to the Independence School District shall be sent to:

Independence School District
Attn: Dr. Dale Herl, Superintendent
201 N. Forest Ave.
Independence, MO 64050

8. **Non-Discrimination.** The parties agree that no person shall be excluded from participation in, be denied the benefit of, or otherwise be subjected to discrimination in the performance of this Agreement on the ground of race, color, religion, age, sex, sexual orientation, gender identity, disability, national origin, veteran status, or any other status protected by applicable law. The parties shall also abide by the requirements of 41 CFR § 60-300.5(a), and 41 CFR § 60-741.5(a). These regulations prohibit discrimination against qualified protected veterans and qualified individuals on the basis of disability and require affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans and individuals with disabilities.
9. **Anti-Discrimination Against Israel.** In accordance with Missouri Revised Statute Section 34.600, titled the "Anti-Discrimination Against Israel Act," each party certifies it is not currently actively or indirectly engaged in and shall not, for the duration of the contract, actively or indirectly engage in a boycott of goods or services from the State of Israel and shall otherwise comply with the provisions of RSMo. § 34.600.
10. **Compliance with the Law.** The City and the District will comply with all statutes, rules, regulations, and codes of the governmental agencies having jurisdiction over the use of City7 [and YouTube](#). In addition, the City and the District represent and warrant that they will comply with all applicable local, state, and federal laws, rules, regulations, directives, and orders pertaining to the operations and activities undertaken by the parties related to this Agreement—including but not limited to public health, safety, and welfare.
11. **Governing Law.** This Agreement is governed by and constructed in accordance with the substantive laws of the State of Missouri, without regard to choice of law principals. The forum for all disputes, claims, causes, and actions arising under this Agreement shall be in Jackson County, Missouri.
12. **Severability.** If, for any reason, any provision hereof shall be determined to be invalid or unenforceable, the validity and effect of the other provisions hereof shall not be affected thereby.
13. **Waiver.** Failure of either party to insist upon strict performance of the terms of this Agreement shall not be construed as a waiver of such party's rights to later enforce any provision thereof.
14. **Remedies.** All rights and remedies of the parties, in law or equity, are cumulative and may be exercised concurrently or separately. The exercise of one remedy will not be an election of that remedy to the exclusion of other remedies.

15. **Successors and Assignments.** This Agreement shall not be assigned by either party without the prior written consent of the other party and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

16. **Force Majeure.**

- a. If a Force Majeure Event occurs, the party that is prevented by that Force Majeure Event from performing any one or more obligations under this Agreement (Non-Performing Party) will be excused from performing those obligations, on condition that (1) the Non-Performing Party used reasonable efforts to perform its obligations; (2) the Non-Performing Party's inability to perform its obligations is not due to its failure to take reasonable measures to protect itself against the event or circumstances giving rise to the Force Majeure Event, and (3) the Non-Performing Party complies with its obligations under Subsection (c).
 - b. "Force Majeure Event" means, with respect to a party, any event or circumstance—regardless of whether it was foreseeable—that was not caused by that party and prevents a party from complying with any of its obligations under this Agreement.
 - c. Upon the occurrence of a Force Majeure Event, the Non-Performing Party shall promptly notify the other party of the occurrence of the Force Majeure Event, its effect on performance, and how long that party expects it to last. Thereafter, the Non-Performing Party shall update that information as reasonably necessary. During a Force Majeure Event, the Non-Performing Party shall use reasonable efforts to limit damages to the other party and to resume its performance under this Agreement.
17. **Entire Agreement.** This Agreement constitutes the entire agreement and understanding between the parties with respect to the subject matter hereto and supersedes all offers, negotiations, discussions, and other agreements that occurred prior to the date of the execution of this written Agreement. Any amendments to this Agreement must be in writing and executed by both parties.
18. **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.
19. **Execution.** This Agreement may be executed in counterparts, which together constitute one and the same Agreement. If a party sends a signed copy of this Agreement via digital transmission, such party will, upon request by the other party, provide an originally signed copy of this Agreement. No member or officer of City or District incurs personal liability by the execution or default of this Agreement. To the extent permissible by law, all such liability is released by the City and the District as a condition of and consideration of the execution of this Agreement.

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

The parties have caused this Agreement to be executed by their authorized representatives on the day and year written below.

CITY OF INDEPENDENCE, MISSOURI

By: _____
Zach Walker, City Manager

Date

INDEPENDENCE SCHOOL DISTRICT

By: _____
Dr. Dale Herl, Superintendent

Date

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- 18. 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.
- 19. Execution.** This Agreement may be executed in counterparts, which together constitute one and the same Agreement. If a party sends a signed copy of this Agreement via digital transmission, such party will, upon request by the other party, provide an originally signed copy of this Agreement. No member or officer of City or District incurs personal liability by the execution or default of this Agreement. To the extent permissible by law, all such liability is released by the City and the District as a condition of and consideration of the execution of this Agreement.
- 20. Authority.** The undersigned represent that they each have the authority and capacity from the respective Parties to execute this Agreement.

The parties have caused this Agreement to be executed by their authorized representatives on the day and year written below.

CITY OF INDEPENDENCE, MISSOURI

By: _____
Zach Walker, City Manager

Date

INDEPENDENCE SCHOOL DISTRICT

By: _____
Dr. Dale Herl, Superintendent

Date

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

25-715 A Resolution accepting the City of Independence Bicycle and Pedestrian Plan. *Postponed from 2/3/25* **Item Passes 6-1 Res. No. 7106**

Recommendations:

Staff recommends approval.

Background:

The Independence Bicycle and Pedestrian Plan seeks to connect Independence pedestrian and bicycle users through a multi-modal transportation network. The plan reviewed all existing corridor studies and identified future corridors and nodes to addresses gaps in our transportation system related to multi-modal users. The plan will help connect the many activity centers throughout Independence as well as historical places, existing park trails, food stores, community centers, schools, libraries, and religious centers. During the development of the plan, a robust public engagement and community consensus approach was taken to identify barriers and opportunities to an effective multi-modal network and conceptualized transportation projects to develop a recommended network plan.

In early 2022 engineering staff in Community Development identified the need for a plan to address gaps in our transportation system related to multi-modal use such as sidewalks, bike trails, and multi-use paths. While the City had many corridor studies and neighborhood plans that identified the infrastructure needs of that specific area, large portions of the city not covered by previous plans or studies, did not address the needs or location of gaps in our current sidewalk, bike trail or multi-use path system city-wide. Since these needs had not been clearly identified, new and redevelopment plans submitted to the city had been reviewed on a case-by case basis for sidewalk or trail configurations without the benefit of having an overall plan. The desire to have a consistent well thought out plan for connecting citizens of our community from their neighborhoods, transit stations, and local jobs centers, to existing park amenities, activity centers, historical locations, religious centers, and tourist destinations is paramount to the success of revitalizing all districts in our community.

In August of 2022 staff applied for funding thru the Planning Sustainable Places grant program managed thru the Mid-America Regional Council for a Bicycle and Pedestrian Plan. The City was awarded \$74,250 in grant funding with a required match of \$27,500.

In February of 2023, the City Council approved an agreement with Mid-America Regional Council for the development of the Independence Bicycle and Pedestrian Plan.

Through a request for proposal, Olsson, Inc was the selected engineering firm and began work on the study in May of 2023.

The Independence Bicycle and Pedestrian Plan is divided into four sections:

- **Context** – This section discusses the plan overview, the community engagement conducted, the technical review process, provides a transportation profile for the city, review of existing corridor plans and studies, and identifies the state of existing infrastructure and proposed infrastructure.
- **Engagement** – This section provides an overview of the input received during the plan’s development, what was learned from stakeholder input, and how it provides a framework for the plan’s recommendations and implementation.
- **Network Plan** – This section identifies multi-modal network priorities, network challenges and opportunities, and proposes a recommended network plan. This section also recommends ordinance changes to enhance protections of vulnerable road users including pedestrians, people on wheeled devices, and those using mobility assisted devices.
- **Implementation** – This section defines implementation steps for improving multi-modal transportation connectivity in the city based on public input, and technical review. It identifies time frames to project priorities along with their potential cost impacts and proposes funding tools help implement the plans objectives.

Olsson presented the Independence Bicycle and Pedestrian Plan to the City Council on the January 13th, 2025, study session.

The intent of this plan is to provide the City of Independence with a detailed and useful analysis of the city’s multi-modal conditions and needs. It is designed to be a tool for city planning and development of capital projects. While this plan provides a recommended network plan, it’s important to recognize the varying needs in different corridors of the city and to consider a network plan that is achievable and maintainable. It is important to consult this plan in a variety of contexts and discussions—policy, programmatic, regulatory, and budgetary—and it should inform future actions and development proposals.

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. Independence Bicycle and Pedestrian Plan Resolution
2. Independence Transportation for All

BILL NO. _____

RESOLUTION NO. _____

A RESOLUTION ACCEPTING THE CITY OF INDEPENDENCE BICYCLE AND PEDESTRIAN PLAN.

WHEREAS, in August of 2022 the City was awarded grant funding thru the Planning Sustainable Places grant program thru Mid-America Regional Council for the Independence Bicycle and Pedestrian Plan; and,

WHEREAS, on February 6, 2023, the City Council approved an agreement with Mid-America Regional Council for the Independence Bicycle and Pedestrian Plan; and

WHEREAS, the scope of the project developed a plan to address gaps in our transportation system related to multi-modal use such as sidewalks, bike trails, and multi-use paths; and,

WHEREAS, the Independence Bicycle and Pedestrian Plan is a vital tool in helping identify current gaps in our multi-modal transportation network; and,

WHEREAS, the City of Independence recognizes the overall benefit of strategic planning the use of multi-modal systems with new developments and redevelopments city-wide; and

WHEREAS, the Independence Bicycle and Pedestrian Plan is important in creating an overall multi-modal network connecting citizens with job centers, transit, activity centers, historical places, tourist centers, and recreational destinations.

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

SECTION 1. That the Independence City Council supports the Independence Bicycle and Pedestrian Plan.

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



TRANSPORTATION FOR ALL



progress in motion

INDEPENDENCE
★ MISSOURI ★



Final Report

June 2024

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Acknowledgments

City Council

Rory Rowland, Mayor
 John Perkins, Mayor Pro Tem, 1st District
 Brice Stewart, 2nd District
 Heather Wiley, 3rd District
 Jennie Vaught, 4th District
 Jared Fears, At-Large
 Bridget McCandless, At-Large

City Staff / Steering Committee

Darryl Fields, MARC
 Rick Arroyo
 Amara Oakes
 Meg Lewis
 Alex Lopez
 Rodney Honeycutt
 Doug Short
 Janelle Scofield
 Christina Heinen
 Mike Hicks
 Michelle Sumstad

Stakeholder Group Interviews

Doug Cowan
 Jennifer Manuleleua
 Cheryl DeHaan
 Jose Torres
 Gerry Winship
 Dan Astleford
 Tom Lesnak
 Brian Forker
 Jodi Krantz
 Dan McGraw
 Maureen Kennedy
 Muriel Luedeman
 John Lunn
 Madalyn Osborn
 Chrysta Sevic
 Anthony Sommer
 Daryl Houseman
 Leslie Hochsprung
 Greg McGee
 Nicole Sequeria
 Randy Maglinger

Consultant Team

Olsson
 Venice Communications
 BikeWalk KC

1 Context



Plan Overview

Plan Purpose

Access to transportation is a critical need for residents, workers, and visitors in Independence to be able to access basic needs such as employment, healthcare, education, and essential shopping. This access should be provided to the community regardless of age, personal mobility, or vehicle ownership. A healthy transportation system strikes a balance between modes of travel, with connections between these modes, and a focus on safety for all users.

The *Independence Transportation for All* Master Plan seeks to develop a citywide framework for improving transportation for all users. Because infrastructure for those traveling without a car—walking, biking, or using transit—are less developed than infrastructure for driving, this Plan focuses on these “active” transportation modes.

The City of Independence has numerous localized plans that have included an active transportation component. Some of these plans have proceeded into design and are in the process of being implemented. However, the city lacks a citywide framework that stitches together these plans in a cohesive way. This Plan seeks to fill this gap, and expand the reach of these localized plans by tying them together to create a connected network.

What is an Active Transportation Master Plan?

Active transportation is any self-propelled, human-powered mode of transportation, such as walking and bicycling. An active transportation plan includes:

- Review of existing bike, pedestrian, and transit facilities and conditions.
- Community engagement to understand challenges, needs, ideas, and opportunities.
- Active transportation education, incorporated into community engagement and evaluation of alternatives.
- Recommendations of ways to improve active transportation in the community.

Increasing active transportation use can have many benefits, ranging from favorable public health outcomes to an enhanced local economy, while reducing emissions from single occupancy vehicles. To enable and activate these benefits, active transportation should be planned with safety as a primary consideration. People of all ages should be able to walk or bike in a safe environment. Additionally, connectivity is a key component of active transportation planning. Facilities need to connect together and provide meaningful access to destinations people need or want to go. An active transportation master plan provides a vision for “connecting the dots” in order to maximize benefits for the community.

While *Independence Transportation for All* is focused on active transportation, it is understood that these modes exist within a full multimodal framework that includes people driving (the predominant transportation mode in the city), carpooling, or using transit. Implementable active transportation plans focus on a “complete streets” approach that intends to provide safe, accessible, and healthy travel for all users of the street, leveraging existing street networks and right-of-way into safe corridors that offer multimodal and multipurpose options. Because facilities are more developed and more plentiful for people driving, this Plan primarily focuses improving other options.

Plan Process

Independence Transportation for All is a community-driven process built on input received in public and stakeholder events in 2023-24. The project team employed a multi-faceted approach for engaging the community and obtaining feedback, with an iterative process of developing aspects of the plan and seeking comments on plan progress. The plan process included:

- A community survey to gather information on the city’s most significant transportation challenges and needs.
- A “Ride the Square” bicycle ride that featured a four-mile round-trip ride from Independence Square to highlight issues and challenges for active transportation in the city.
- A project website (www.independencetransportationforall.com) to house public meeting materials and provide a method of submitting ideas and comments to the project team electronically.
- A final public meeting in February 2024 at the Roger T Sermon Community Center that was focused on reviewing draft project recommendations. This event also hosted BLAST programming (Bicycle Lessons and Safety Training) in the gymnasium for anyone who wanted to learn the rules of the road or engage in some biking drills.
- A Steering Committee comprised of city staff from different departments, to help guide the development of the plan and ensure that recommendations meet community needs.

Community Engagement

Public and stakeholder engagement conducted during the planning process included:

- **Focus Group** interviews with key stakeholders occurred early in the project to understand issues, challenges, and opportunities for active transportation in the city. These groups included:
 - » Senior and Community Services group, including representatives from the Community Services League, Palmer Center, and social justice advocates.
 - » Business/Chamber of Commerce group, including representatives from the Independence Chamber of Commerce, Noland Road CID, Centerpoint Hospital, and Northpoint Development.
 - » The Independence Sustainability Commission, where the project team attended the commission’s August 2023 to gather input and feedback from the group
 - » Independence School District, including the superintendent and staff focused on transportation, facilities, family services, and secondary education.
- **Pop-Up Public Meetings** where project team staff joined a community event to talk about the project and gather input. These events occurred in September 2023 at SantaCaliGon Days and October 2023 at Blendwell Café in West Independence.



A “pop-up” public meeting held at Blendwell Cafe in October 2023.

Technical Review

Information learned through community engagement is combined with a review of data, community characteristics, and infrastructure, to develop a complete picture of transportation needs in the community. This process included the following elements:

- Compilation and review of community data on population and transportation. Census data provides a high-level view of the city's population, economic, and transportation characteristics. Local and regional data from the City and from the Mid America Regional Council (MARC) provide additional localized information.
- Review of existing conditions for people walking and biking. This includes determining locations of existing facilities, based on previously-collected data. Future improvements already programmed or planned are included in this review.
- Planning background review, understanding and summarizing past planning efforts that relate to active transportation. Specifically, how can the *Independence Transportation for All* process advance these plans and projects.
- An assessment of major barriers, including highways, wide arterial streets, railroads, natural features, or other factors that can limit active transportation connections.

Network Planning

Based on both of the above processes, the project team developed ideas for a network of active transportation infrastructure to better connect the city in all directions. This process takes a city-wide view of transportation networks, but requires localized considerations where needed to affirm direction and feasibility. Special attention is given to developing a network that can provide trips over longer distances, and that people can use for a variety of different trips. While many active transportation trips are short, such as to a school or neighborhood park, barriers often present challenges for connecting across neighborhoods or to activity centers with employment, shopping, or recreation. A network plan is presented as a vision for city-wide networks and meaningful improvements to active transportation access and safety at key locations.

City Codes Review

Finally, the Plan includes a review of city codes relating to walking and biking in the city. Local laws governing development patterns, site development procedures and requirements, traffic regulations and enforcement, parking regulations, and subdivision procedures all can have a significant impact on active transportation. Walking and biking is safest and most utilized in places where facilities are planned in coordination with land uses and where comfort is prioritized.

This Plan, and specifically the review of city codes, approaches the analysis and recommendation of improvements with a Complete Streets point of view. Complete Streets are designed for all users: pedestrians, cyclists, transit users, and motorists. Complete Streets policies help pave the way for transportation infrastructure and street design projects that ultimately develop a connected, integrated network that serves all road users.

Simply put, Complete Streets is a design approach that provides safe, convenient, and comfortable routes for walking, bicycling, public transportation, and driving together in one system. An important part of a Complete Streets process, with or without a policy, is addressing the codes and regulations that currently exist and unintentionally harm vulnerable road users, including people walking and biking in Independence. Table X details proposed code language changes to protect these users.

Complete Streets "Do's" and "Don'ts"

What Complete Streets Do:

- Emphasize non-drivers
- Work to improve built environment
- Rely on community context

What Complete Streets Don't Do:

- Mandate overnight change
- Require the same elements everywhere
- Require budget obligations

Community & Transportation Profile

Planning Area

Independence is a city of 123,011 people (2020 Census) and is the seat of Jackson County, Missouri. As shown in *Figure 1*, the City is in the eastern portion of the Kansas City metropolitan area, with Kansas City to the west and south, Raytown to the southwest, Lee's Summit to the south, Blue Springs to the southeast, and Sugar Creek to the north.

While Independence is the focus of this Plan, it is important to consider plans and infrastructure in neighboring communities. Independence is part of the larger Kansas City region where people travel across city, county, and state boundaries on a regular basis to access a variety of destinations, using all modes of transportation. Integrating investments within the city with those of nearby jurisdictions will improve access for both residents and visitors.

Figure 1: Planning Area (City of Independence)

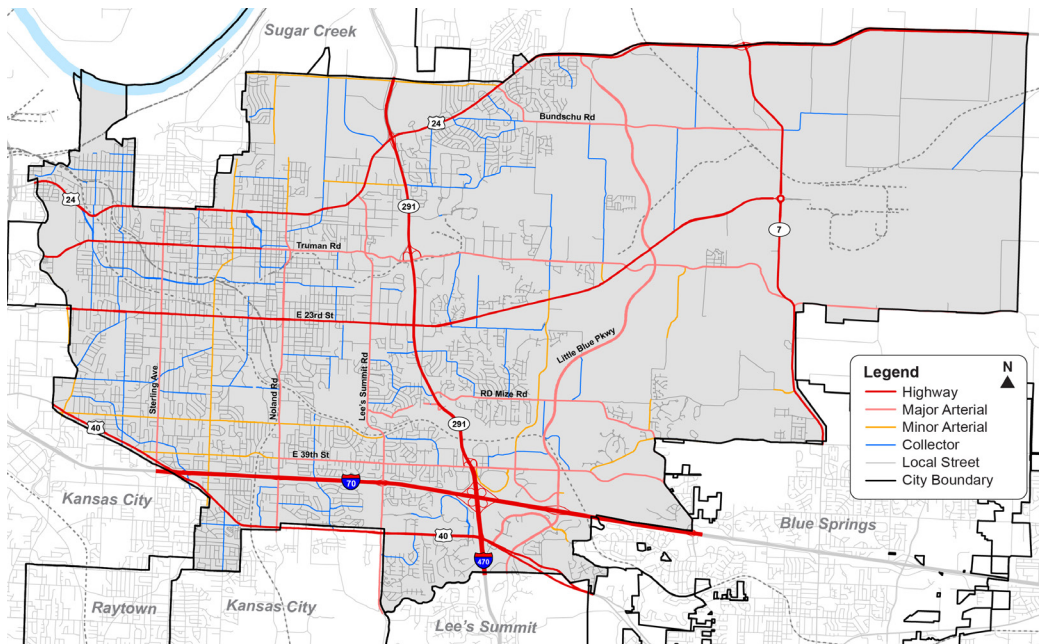
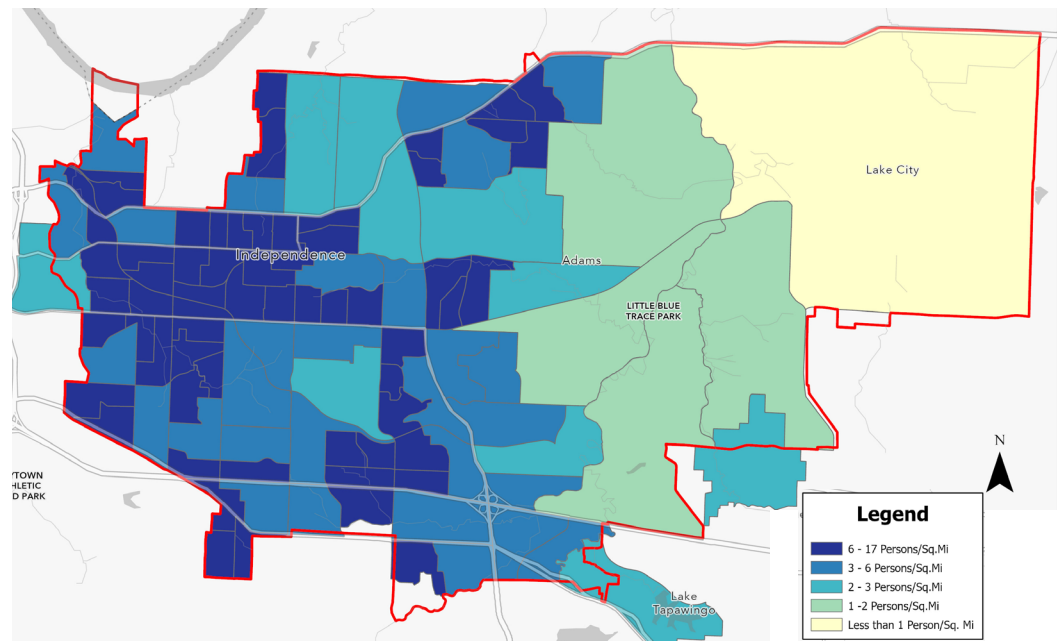


Figure 2: Population Density Map

Independence's population is not evenly-distributed across the city, as shown in *Figure 2*. In general, population densities are greater in the western half of the city (approximately west of Highway 291) than in the eastern half. West of Highway 291, the city is mostly built out, with few areas of undeveloped land. This includes the city's historic center, the Independence Square and surrounding neighborhoods. East of Highway 291, population densities are lower and much of the area, particularly east of Little Blue Parkway, is undeveloped.



Transportation Overview

Table 1 shows “commute to work” characteristics from the American Community Survey (2022). The vast majority of workers (84.9%) travel to work by driving alone, followed by carpooling (6.7%), walking (0.5%), biking (0.5%), and using transit (0.2%). An estimated 6.9% of working residents work from home. Because this information is only for trips made to work, data must be supplemented with local knowledge from residents and stakeholders for other types of transportation needs (see Section 2). Compared to the county and state, a lower percentage of people walk to work, but a larger percentage bike to work.

Additionally, provided the goal of improving transportation safety for vulnerable users, recent data for crashes involving bicyclists and pedestrians has been reviewed, as shown in Figure 3. Fatal and non-fatal crashes are generally clustered along arterial streets in the city, including Noland Road, Sterling Avenue, 23rd Street, and Highway 40. Each of these arterials have at least four lanes and have been cited by the community as having higher-speed traffic.

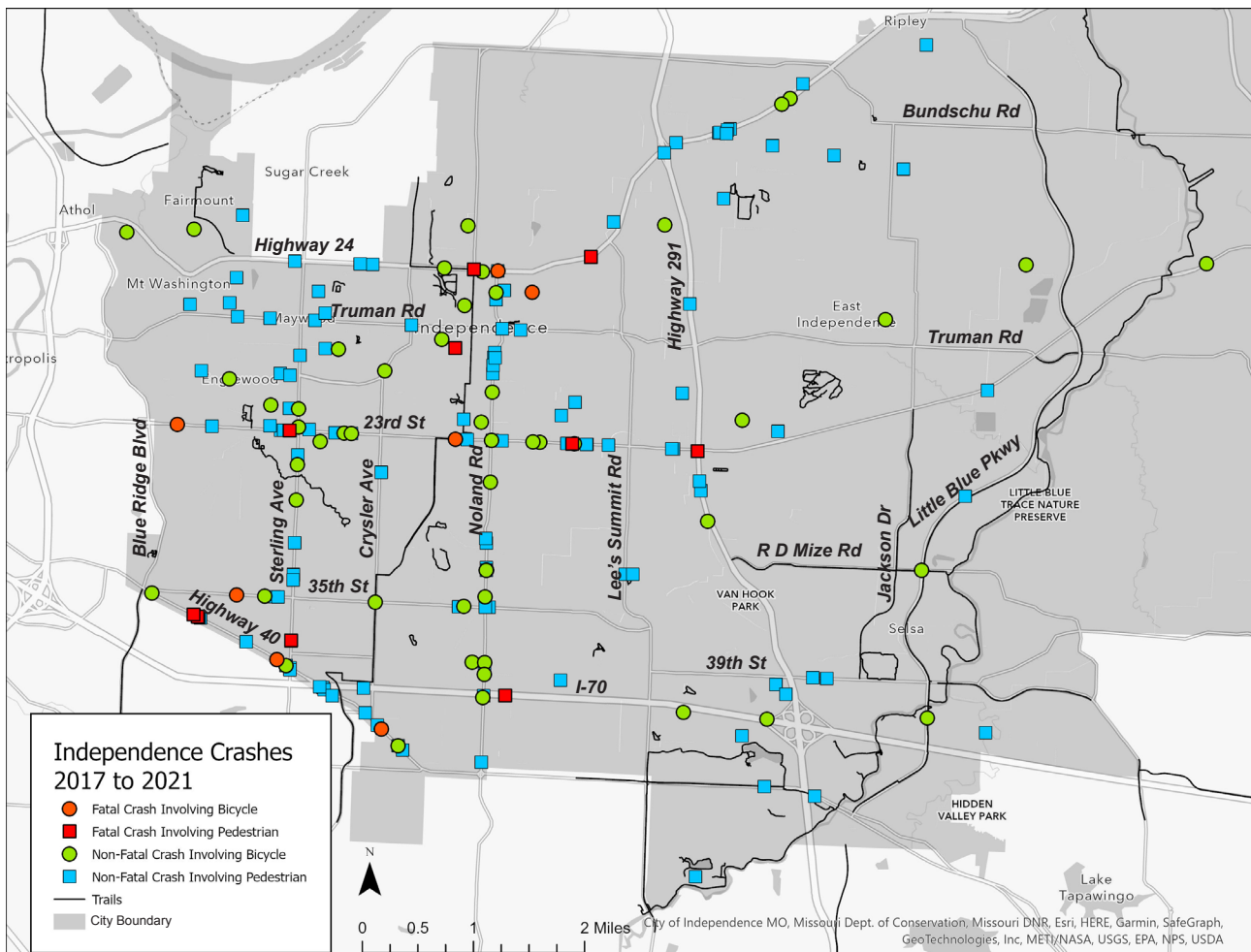
Table 1: Means of Transportation to Work

Transportation Mode	City of Independence		Jackson County	State of Missouri	United States
Private Auto	48,250	84.9%	72.7%	79.4%	73.2%
Auto Passenger	3,808	6.7%	6.5%	8.1%	8.6%
Walking	284	0.5%	1.1%	1.9%	2.5%
Biking	284	0.5%	0.2%	0.2%	0.5%
Transit	114	0.2%	1.2%	1.0%	4.2%
Work from Home	3,921	6.9%	16.9%	8.4%	9.7%
Total	56,832				

Data Source: American Community Survey (2022)

Figure 3: Crash Data Map (2017–2021)

Data Source: MARC



Planning Background

The *Independence Transportation for All* Plan was developed within the framework of other local and regional plans that are important to understand and integrate into the planning process. A specific aim of the Plan is to stitch together these efforts into a connected citywide framework.

Imagine Independence 2040 Community Vision

The City's comprehensive plan serves as a long-term guide for development of the community, and seeks to coordinate transportation and land use planning efforts. The plan included a focus on "traditional neighborhoods" that are mixed use and pedestrian friendly. A walkable area is generally understood to be a place that emphasizes people over cars by providing comfortable and convenient pedestrian facilities within a mix of land uses. The plan aims to facilitate the mix of uses and walkability that neighborhoods offered in the past.

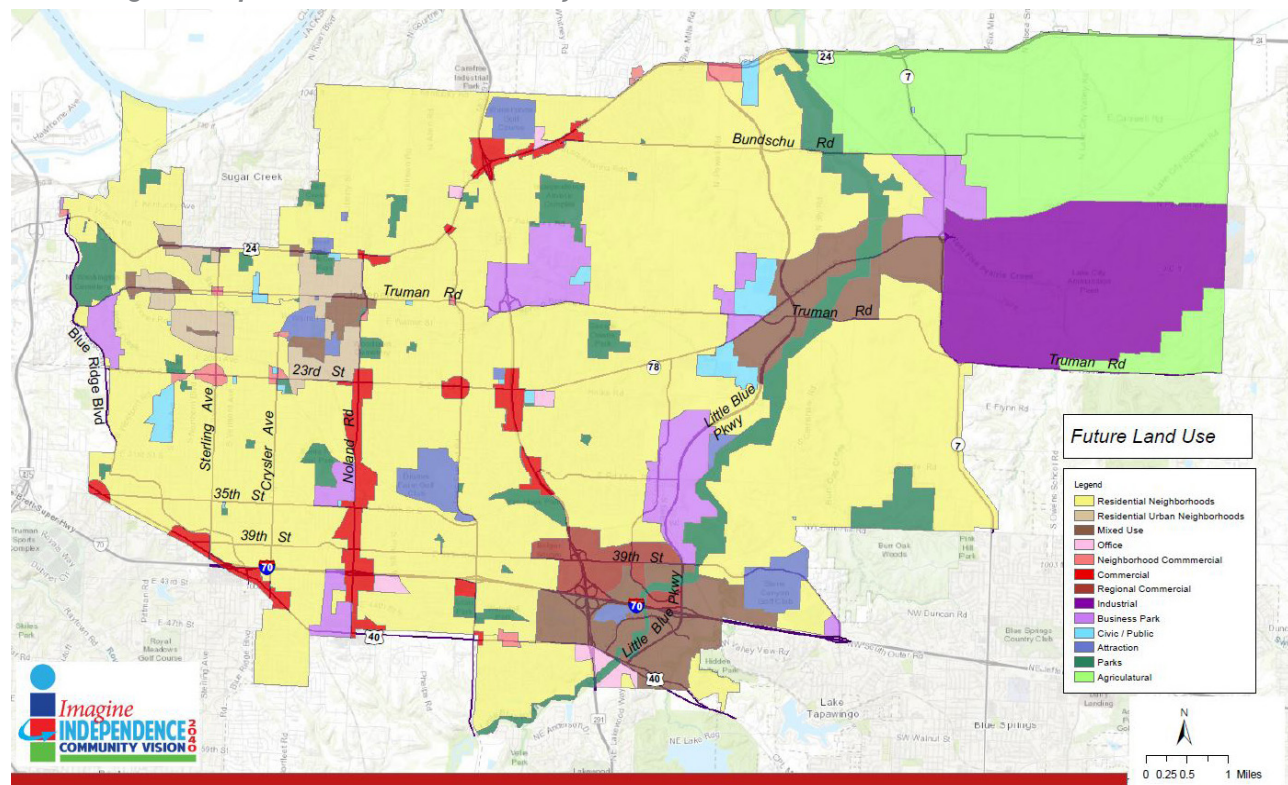
This comprehensive plan also intends to link neighborhoods and activity centers with bike facilities and trails showcasing public art (Truman Library, the National Trails Museum, Englewood Arts District and the Truman Sports Complex), as well as connect the City's bike/trail system together and to regional systems such as Little Blue Trace and the Rock Island Trail. The Future Land Use Map from the plan is shown in *Figure 4* below.

Truman Connected

The Truman Connected plan seeks to determine a way to connect activity centers in Independence with a high-quality multi-use trail, and incorporating components from past and adjacent planning efforts. The plan process discovered that while most people drive in Independence today, there is a desire to walk or bike more. The plan assessed other plans along Truman Road that contain recommendations regarding enhancements to pedestrian, bike, and transit user needs in the area; as well as an assessment and identification of logical tie-ins from plans and previously-constructed projects along or near the Truman Connected study area.

The Truman Connected plan recommended a phased approach toward developing an active transportation "spine", with the first phase from the Truman Library along on Bess Truman Parkway, through the Downtown Square, along Lexington Avenue, and along Sterling Avenue. In many areas, existing pavement reserved for cars will be repurposed for use by bicyclists and pedestrians. Because of this, much of the facility will not significantly increase maintenance costs over what the city currently incurs. The Truman Connected corridor provides the backbone to which other future improvements can connect to, and extend the reach of.

Figure 4: Future Land Use Map
From *Imagine Independence 2040 Community Vision*



Englewood Station Arts District Circulation Plan

This process recommended several key active transportation improvements in the Englewood arts district, including:

1. Improvements to circulation for those who walk, ride in wheelchairs, push strollers, bicycle, ride transit and drive vehicles.
2. Improvements to the streetscape to create a microclimate of comfort for people, including slowing people down to encourage them to frequent business.

Key design approaches (see *Figure 5*) employed to meet the goals of the district include:

- Decreasing travel lane widths to encourage drivers to slow down.
- Reducing the length of pedestrian crossing distances to create safer crossings. Increasing sidewalk width on the south side of Winner Road to provide safe travel and amenity zones for pedestrians.
- Boosting safety at intersections by limiting obstructions in sight triangles.
- Reducing impervious surfaces and replacing them with pervious surfaces that absorb rainfall.
- Adding trees and other vegetation to create a more soften the hardscape, including installing planter/ infiltration basins to treat stormwater.
- Adding bicycle accommodations like sharrows and bike parking

Independence Square Revitalization Plan

This plan developed several key guidelines pertaining to active transportation around Independence Square, including:

- To provide on-street parking as a buffer between the pedestrian walkway and moving vehicles, using parallel or angle parking.
- Allowing outdoor eating areas to occupy a portion of the public right-of-way.
- Providing pedestrian scale street lighting shall be provided.
- Providing street furniture, such as benches, at key intersections.
- Designing vehicular access to parking lots in a manner which places pedestrian safety and comfort as the primary design consideration.

Truman Road Green Gateway Plan

The Truman Road Green Gateway Development Plan is intended to enhance transportation choices, with all users in mind – including bicyclists, transit vehicles and riders, and pedestrians of all ages and abilities. Recommendations promote pedestrian and bike facilities, with attention paid to the impacts of future development on the traffic and future aesthetics of the corridor. Off-street multi-use trails were preferred compared to on-street bike lanes. In order to achieve the community's vision of the Truman Road corridor as a unique and distinctive place that leverages its natural assets, the following project priorities were established:

- Create a welcoming aesthetically pleasing gateway to tourists and citizens.
- Capitalize on the “Gateway Potential” and natural assets.
- Develop a signature green street in Independence.
- Enhance transportation choices along Truman Road.
- Promote sustainable land use patterns.
- Enhance pedestrian and bike connections between neighborhoods.
- Increase pedestrian connections between activity nodes.
- Infill development opportunities.
- Form a strategy for implementation of public improvements.

Figure 5: Englewood Plan Recommendations
From Englewood Station Arts District Circulation Plan



US 24 Highway Corridor Study

The project identified a need, among others, to create pedestrian and public transportation linkages between the Corridor and other “urban centers” such as Independence Square and Englewood District. Principles and policies developed in the plan include:

- U.S. 24 Highway and its supporting transportation system will be improved to provide a variety of safe and efficient transportation choices to increase mobility for people of all ages, income levels, and people with disabilities. This includes highway improvements that will incorporate bikeway, pedestrian, and transit networks as essential parts of the transportation system.
- Providing a comprehensive, efficient and high-quality public transit service for the U.S. 24 Highway Corridor. This includes providing pedestrian access, accommodations for bicycles, and a mix of uses at and near transit stops to allow transit to become a viable alternative to the automobile.
- The safety, security, aesthetics, and convenience of the pedestrian and cyclist will be a fundamental consideration in the design of the transportation system. Design elements should allow for bicycles to become a practical transportation choice for residents, using a combination of on and off-street trail systems. The system will be enhanced with the adoption of a new bikeway and trail plan.

Highway 40 Corridor and Focus Area Plan

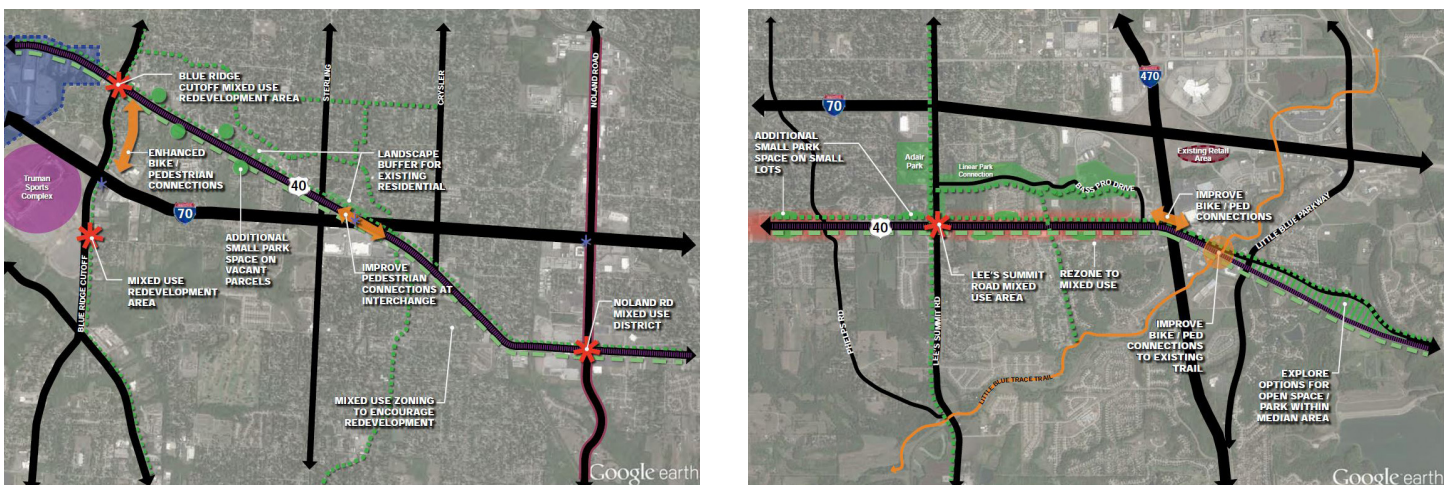
This plan seeks to advance the regional vision for a more sustainable corridor that supports a series of transit-oriented development nodes that are connected by a multi-modal corridor that supports bikes, pedestrians, and transit. The corridor should become a model for the region in which land use, transportation, and environmental considerations are integrated to create a thriving destination that can attract new growth and bolster local economies.

A Guiding Principle of the plan is to “create quality, pedestrian and bike friendly, and aesthetically pleasing environments.”

The introduction of enhanced transit service along 40 Highway will require time and the demonstrated presence of increased residential or employment density at nodes along the corridor. However, in the meantime the communities along the corridor, working with MoDOT, can help to improve the aesthetic appearance and economic marketability of the corridor over time by redesigning the highway, in stretches, as a “landscaped parkway” throughout Jackson County across multiple cities.

These improvements, shown in *Figure 6* below, can strengthen overall traffic safety and the environment for people walking and biking along the corridor, whether in a local focus area or from community to community. This strategy takes advantage of the relatively wide right-of-way of the highway through the communities of eastern Kansas City, Independence, Lee's Summit, Blue Springs, and Grain Valley and uses the extra space for bike and pedestrian improvements and to provide for an attractive center landscaped median, thereby also improving access management.

Figure 6: Corridor Recommendations From Highway 40 Corridor Plan



Fairmount District Plan

U.S. Highway 24 runs through the heart of the historic Fairmount Business District. Wide roads, fast traffic, a lack of sidewalks, and confusing intersections all limit the potential of this area to attract visitors, support investment, and achieve its full potential. The Fairmount District Plan evaluated the U.S. Highway 24 corridor from Sterling Ave to Cedar Ave and its influence on nearby housing, businesses, people traveling through the corridor, parks and recreation opportunities, traffic safety, and beautification. The Fairmount District Plan sought to improve the safety, comfort, and placemaking potential of this important community destination while recognizing the role of the Highway 24 corridor as an important regional transportation connection.

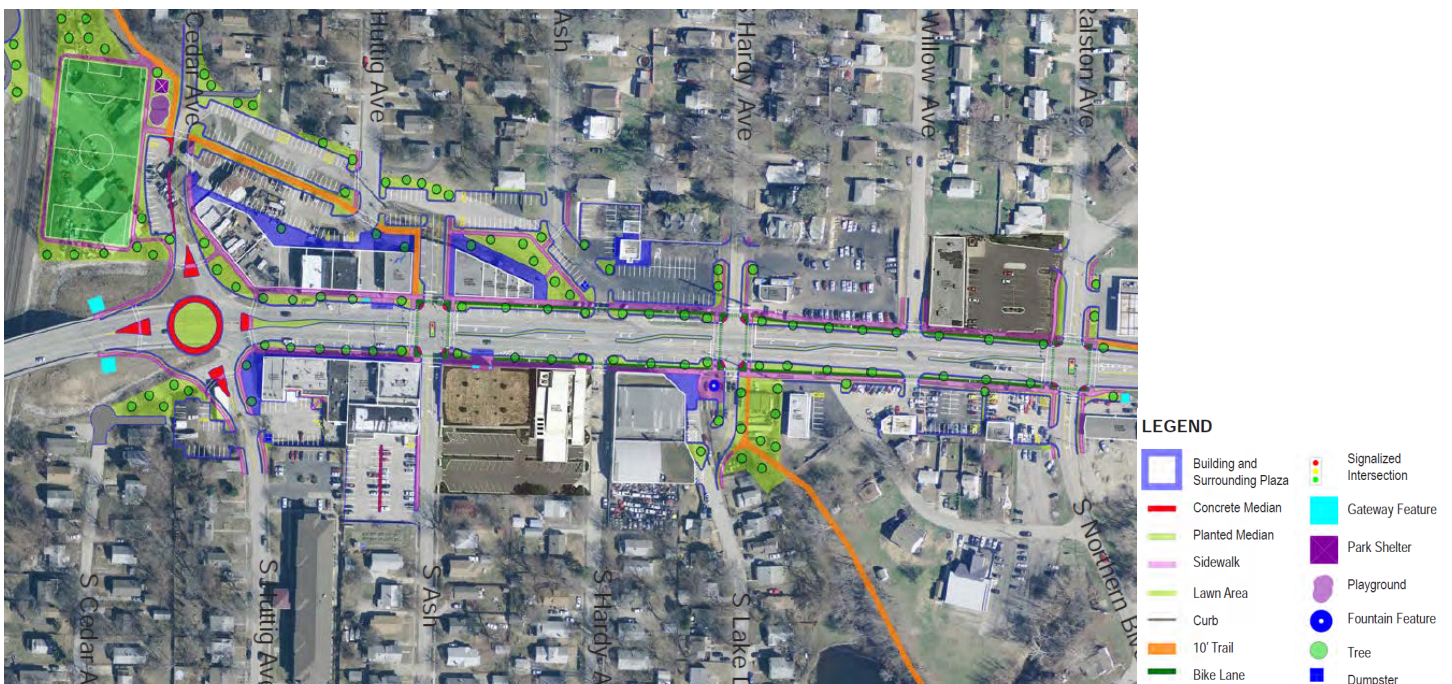
As shown in *Figure 7*, improvements include protected bicycle facilities and several fully protected intersections. The design recommends changes to intersection alignments to improve safety and efficiency. New, accessible sidewalks and public spaces support adjacent businesses, while landscaping and stormwater management features address longstanding flooding issues. Connections to surrounding neighborhoods and amenities are also considered, placing improvements in the Fairmount District in the context of a broader network of multimodal connections.

Specifically, the Fairmount District Plan recommended:

- A roundabout at the intersection of Highway 24 and Huttig Avenue, determined to be the best traffic calming tool applicable for the Fairmount District to slow trucks and vehicles to 25MPH.
- Wide sidewalks (a “pedestrian promenade” 8-10’ wide) along both sides of Highway 24 with additional sidewalk connections to east and west streets.
- Dedicated bicycle facilities protected behind curb facilities. At the proposed re-aligned S Lake Drive intersection, a new trail connection is proposed along the Crisp Lake dam headed southeast.
- Far-side transit stops are proposed at S Ash Street with a shelter.
- Landscaped medians west of S Northern Blvd and concrete medians at intersections and the proposed roundabout.
- Pocket parks, shade trees, seasonal plantings, and enhanced recreational spaces for community gathering and refuge from the elements interspersed throughout the District.

To accommodate these recommendations, additional right-of-way (ROW) is recommended to be acquired, expanding the existing ROW from 80 feet wide to 110 feet wide. Alternatively, a Joint Use Easements Agreements (JUEA) signed with property owners that would allow the City to build the proposed pedestrian infrastructure.

Figure 7: Fairmount District Plan



Existing Infrastructure

The current state of pedestrian and bicycle infrastructure in Independence reveals several challenges and safety concerns. A notable issue is the disjointed nature of the existing network, with significant gaps and discontinuities that hinder the seamless flow of pedestrian and cyclist movement. The absence of a cohesive plan has led to an incomplete and often unsafe experience for those relying on non-motorized modes of transportation. Figure 8 illustrates the existing infrastructure.

Pedestrian Infrastructure Overview

Overall, the pedestrian network is incomplete and inconsistent citywide. It has substantial gaps and varies widely in condition, quality, and accessibility. The general state of the sidewalks poses concerns. Uneven surfaces, inadequate lighting, and lack of maintenance contribute to an uncomfortable and, at times, hazardous experience for pedestrians.

The lack of universal accessibility features can hinder and endanger individuals with mobility challenges. There are a general lack of safe pedestrian crossings citywide, particularly on arterials. Fast-moving traffic and the lack of safe crossings pose substantial risks for pedestrians attempting to navigate these thoroughfares.



Poorly-maintained sidewalks can create a safety hazard for pedestrians and people using a wheelchair or other mobility device. (Independence Transit Center)

The long distances between signalized crossings on most city arterials mean pedestrians are more likely to cross at unmarked locations, increasing their risk of serious injury and death. This is especially true in areas characterized by high traffic volumes and with limited visibility. There are also existing political barriers regarding pedestrian improvements. None of the existing sidewalks are addressed under the city's current maintenance program and are not the city's responsibility, based on existing ordinances.

Bicycle Infrastructure Overview

Bicycle infrastructure faces similar challenges of safety, connectedness, and completeness. There are only a few bike lanes citywide, though the network is growing. The Truman Connected project, currently in design and moving into construction, will add a north-south spine of bike lanes, a shared use path, and on-shoulder bike facilities between the Truman Library, Independence Square, and Englewood. The city hosts an impressive collection of recreational trails on its east side. This trail system could serve as a foundation for a more extensive network to support biking as a true alternative, connecting homes with businesses, schools, shopping, etc.



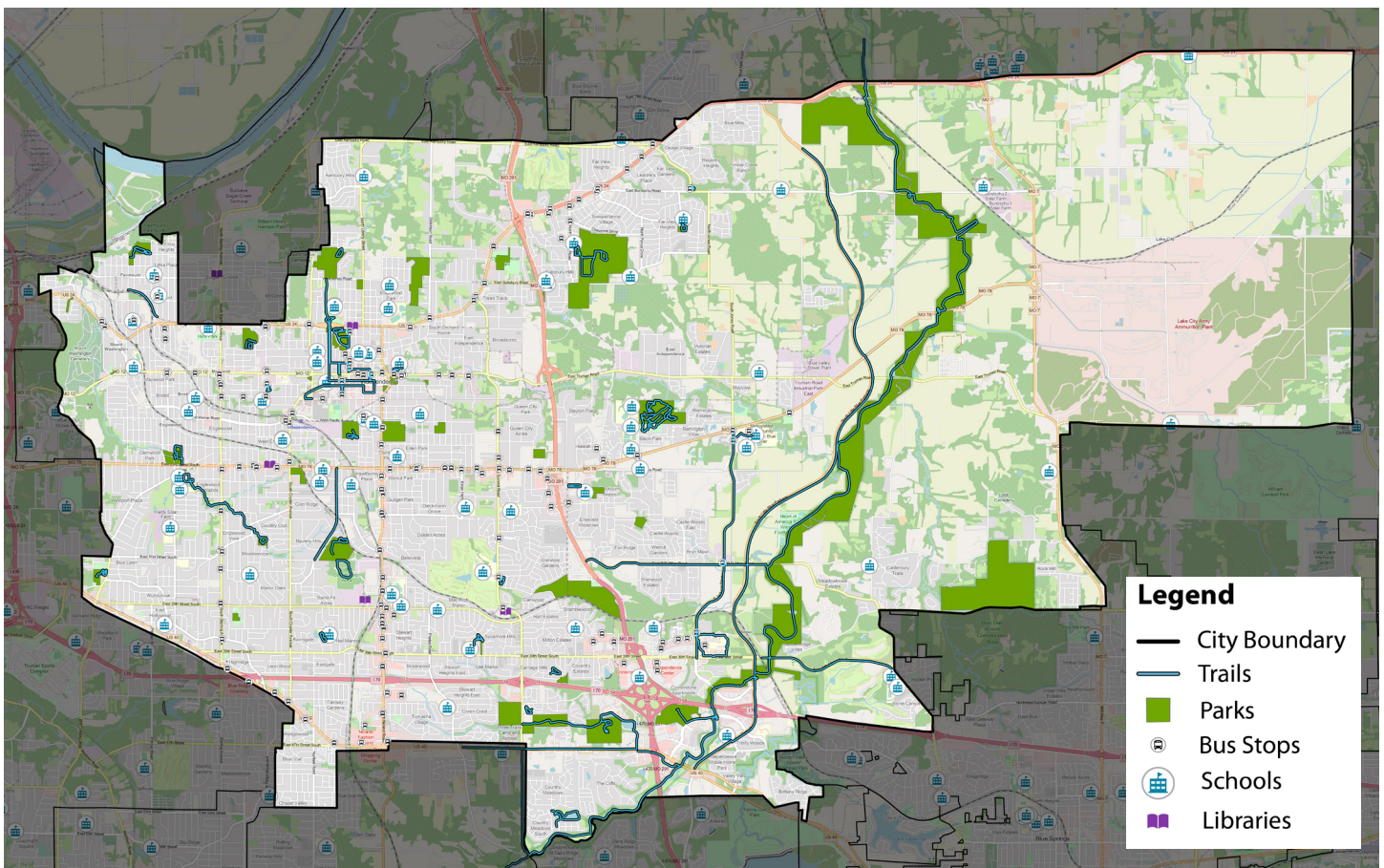
The Little Blue Trace Trail provides an important recreational and active transportation amenity for eastern Independence.

The west side of the city hosts a disconnected and limited trail network, mostly only within parks and along a few greenways. Additionally, there are no existing major east-west bike facilities to connect the western part of the city with the trails on the east side.

Overall, the city lacks a cohesive biking network and has no existing plan that would provide for one. This translates to a major barrier, deterrence, and safety hazard for individuals attempting to use bikes as a means of transportation. Especially for younger riders and those with limited experience or ability. While not all facilities are ideal candidates for bike lanes, such as multi-lane, busy arterials, there are many corridors in both West and East Independence that host lower speed, lower volume roadways that could make ideal candidates for bike lanes and/or cycle tracks. Some of these corridors, based on traffic volumes, may be good candidates for roadway modifications, alongside bike facilities, that can help to reduce speeding and aggressive driving, making the corridor safer for all hosted modes.

Since active modes are often not supported as a safe or convenient option given the existing infrastructure, many people currently walking or biking for transportation in Independence are doing so out of necessity. Based on existing conditions analysis, there is likely a need to prioritize improvements in Environmental Justice Areas, which are predominately located in the western portion of the city. In this way, the city prioritizes building safer alternatives for communities that lack access to vehicles, or have greater economic needs for affordable transportation options.

Figure 8: Existing Conditions Map



Planned Infrastructure

This section describes and reviews planned and programmed active transportation infrastructure in Independence.

Truman Connected

Truman Connected is a comprehensive initiative to develop a pedestrian and bicycle route through Independence, with a focus on connecting residents and visitors to key destinations including Independence Square, Truman Library, Englewood Arts District, Truman Sports Complex, and the Rock Island Trail. The project aims to provide safe and convenient active transportation options for residents, especially those with limited or no access to a vehicle, including low-income and elderly residents. The project will improve non-motorized access to essential services like healthcare, grocery stores, and pharmacies, advancing transportation recommendations and contributing to the sustainable development goals.

The project's final route spans several major streets in Independence, starting at US 24 Highway and Bess Truman Pkwy and concluding at Blue Ridge Cutoff and Interstate 70, connecting to the Truman Sports Complex and the Rock Island Trail. The alignment is broken into three phases. Phase 1 starts at US 24, near the Truman Presidential Library, moves south through Independence Square, and then west along Winner Rd, ending at Sterling Avenue. The plans for this section include both a separated cycle track and a shared use path and also includes improvements to the crossings and intersections. Phase 2 runs along Sterling Avenue from Winner Rd to US 40 and includes protected bike lanes on either side of the street and an improved six-foot sidewalk. A portion of the corridor improvements, along US 40, is a separate MoDOT project that includes bike on shoulder. Finally, phase 3 runs along Blue Ridge Cutoff From US 40 to the Truman Sports Complex and terminating at the trailhead for the Rock Island Trail. This portion includes a 10-foot wide shared use trail along the west side of the road. Figure 9 illustrates the Truman Connected phased approach.

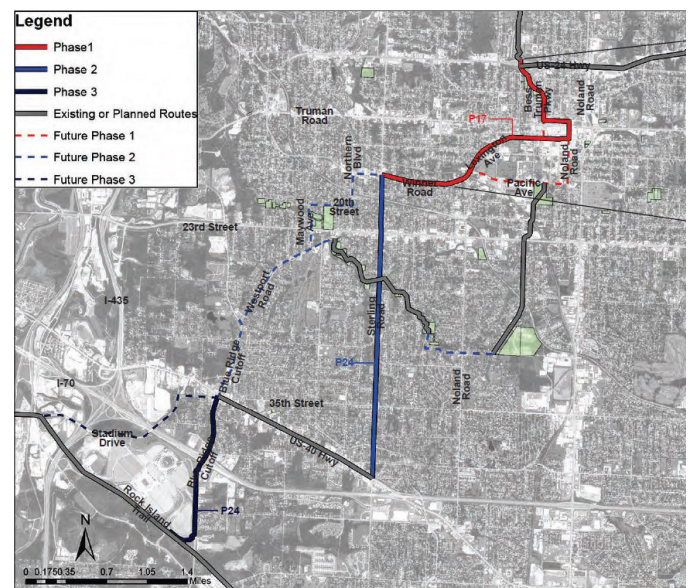
Other Investments

Other significant upcoming projects that include sidewalk, bike lane, or trail components include:

- Noland Road Complete Streets: awarded \$10.10 million from the federal RAISE program for upgrading Noland Road from 24 Highway to Fair Street with dedicated bike lanes, new sidewalks, ADA features, pedestrian signals, and improved bus stops.

- Winner Road Complete Streets: adding ADA-compliant sidewalks, a multi-use trail, pedestrian signal improvements, bus stop improvements, green infrastructure, and new street lighting and traffic-calming measures.
- 24 Highway Complete Streets: New sidewalk, multi-use trail, curb & gutter, pedestrian signals, sidewalk ramps, street lighting, and other improvements on the south side of US 24 Highway.
- 40 Highway Complete Streets: New sidewalk, dedicated bike lane, curb & gutter, pedestrian signals, sidewalk ramps, street lighting, and other improvements on the north side of US 40 Highway.
- Square Streetscape Project: Streetscape and roadway improvements including sidewalks, lighting, and implementation of bicycle and pedestrian amenities.
- Truman Depot and Pacific Trail Improvements: Restoration of the Historic Truman Depot as a historic site and waiting area for Amtrak, and a multi-use trail to the National Historic Frontier Trails Museum.
- Independence Historic Trails Project: Shared-use trail along Liberty Street and Pacific Ave. to the Bingham-Waggoner Estate, 100% funded through the Federal Lands Access Program (FLAP).
- Fairmount Loop Trail: This project will include a multi-use trail on Ash Ave and on Kentucky Rd, creating a loop that ties the existing Fairmount Loop Trail on Arlington Street to the proposed improvements on US 24 Highway.

Figure 9: Truman Connected Corridor
From Truman Connected Plan (2020)



2 Engagement



Introduction & Overview

The *Independence Transportation for All* Plan is built on the input provided by community members that have engaged in the planning process. People living or otherwise traveling within the city are the experts of the existing system, needs, and opportunities. This section provides an overview of the input received during the process, what was learned from the input, and how it provides a framework for Plan recommendations and implementation steps.

Community engagement efforts included:

- **Focus Group interviews** with key stakeholders to understand issues, challenges, and opportunities for active transportation in the city. A total of four focus groups were assembled, representing a wide array of community interests, including economic development, sustainability, community services, and senior services, and school districts.
- A **community survey** to gather information on the city's most significant transportation challenges and needs, including comfort levels and desired improvements to active transportation infrastructure or policies.

- **Public events** that included two pop-up events early in the process to gather ideas and input, a group bicycle ride and workshop to highlight transportation issues and challenges, and an open house public meeting to review draft recommendations that included bicycle training exercises for kids.
- A **Steering Committee** comprised of city staff from different departments, to help guide the development of the Plan and ensure that recommendations meet community needs and represent community interests.

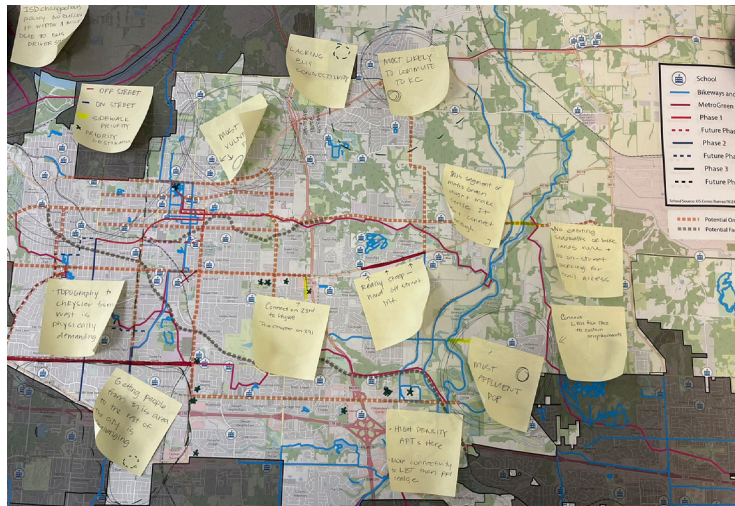
These combined efforts provided the project team with an understanding of community challenges and desires, and guidance on recommendations and materials throughout the Plan. Specific input and engagement results are summarized on the following pages.

Steering Committee

The planning process was guided by a committee of key City staff who provided ideas and input throughout the project. This committee represented a variety of city departments, including Community Development, Parks, Recreation, and Tourism, Municipal Services, Power & Light, and the Police Department. The committee's input early in the process was critical to understanding constraints and existing conditions as a baseline for the process. Late in the process, the committee helped to develop concepts and refine recommendations.

Specific input included:

- Guidance on operations and maintenance considerations of infrastructure, such as city versus homeowner responsibility for sidewalks, and sustainable funding for maintenance activities.
- Identifying community champions for active transportation, such as school staff, bicycle advocates, and others brought into the process.
- Background on the city's Complete Streets policy and needs to improve and strengthen this policy, such as requiring specific elements in new development projects.
- Assisting with planning public engagement events, including locations, timeframes, and communications.
- Input on transit needs and components of existing ridership patterns, and access to bus stop considerations.
- Identified locations (e.g. New Town at Harmony) in developing areas of the city with mixed-use plans and high-demand for active transportation integration.
- Known issues with existing city codes on priority and protection of cyclists and pedestrians.
- Information on other related processes impacting implementation of active transportation improvements, such as a Parks Master Plan in progress, and discussions of a potential upcoming general obligation bond that could include active transportation improvements along with other community needs.



With experience in a wide range of city functions, the Plan Steering Committee assisted the project team with identifying opportunities and challenges for the active transportation network.



Stakeholder Engagement

The project team convened a series of stakeholder interviews to learn about opportunities and challenges from a broad representation of the community. To gather as many voices as possible, stakeholders were grouped into four focus groups that met to discuss plan needs and goals. These discussions are summarized below.

Economic Development

(including Independence Chamber of Commerce, Noland Road CID, Northpoint Development, and Centerpoint Hospital)

- There are few places to cross safely on key corridors (e.g. 40 Highway, Truman Rd.) due to incomplete sidewalks, many driveways, and lack of crosswalks.
- Little Blue Trace Trail is an asset for nearby businesses it connects to. Need to focus on building connections out from the trail.
- “Leapfrog” development is a challenge for completing transportation networks of all modes; seek to improve development requirements and policies.
- Some employers, specifically Centerpoint, have issues filling positions due to incomplete transportation at all hours. Some employees use Uber to work due to lack of options.
- Bus transportation is limited, particularly to major employers, and isn’t an option at night and on Sundays. An on-demand or rideshare type service may be appropriate to meet these needs better.
- People do walk and bike in the community despite infrastructure challenges, such as to Metropolitan Community College Blue River campus and along Highway 40.
- Bikeshare may be an option around Independence Square, Englewood, and Truman Library.

Community, Senior, & Social Services

(including Community Services League, Palmer Center, and social justice advocates)

- Some people in the community are reliant on walking, or using a wheelchair, and they have a difficult time traveling in the city.
- Kids are having to play in areas that aren’t safe and close to traffic; connecting people to parks should be a priority.
- There are communication barriers that impact the Spanish-speaking community, such as City newsletters and other information that is not generally provided in Spanish.
- Active transportation west of Highway 291 is more for practical purposes; east of Highway 291 is more for recreational purposes.

- Speeding traffic is a safety issue for pedestrians at many locations. Sterling Ave, Highway 40, Highway 24, and Truman Road discussed specifically.
- Security concerns are a disincentive for people to walk or bike; many locations are not well-lit.

Sustainability Commission

(Independence Transportation for All group discussion at August 3, 2023 meeting)

- Some sidewalks along major arterial streets are not usable, including portions of Highway 24, Noland Road, 23rd Street, Chrysler Avenue, and Blue Ridge Boulevard. Issues with infrequent and low-quality crossings are also an issue on these corridors.
- Most places in the city don’t have bicycle parking.
- Limited transit service doesn’t allow for someone to be able to get both to and from work. Many more people would ride if it were an option.
- Narrower streets would help reduce traffic speeds, and improve bike safety.
- Would like to see a change to car culture that is more accommodating of pedestrians. Some small pockets such as the Square and Englewood, but need more areas like this and fewer barriers in between.
- Land use planning and zoning considerations should not be overlooked. Lack of small businesses in neighborhoods, and have to travel further to major amenity hubs.

Independence School District

(District management and administrative staff including transportation, facilities, family services, including input from individual schools.)

- Most schools have inadequate sidewalk access, especially in the western part of the city, not just around schools but into neighborhoods also.
- Parents share that their kids would walk to school if there were sidewalks.
- With school days being longer now, lighting is an issue along walking routes as it can be dark before and after school in the winter.
- There are areas served with bus transportation where students would be able to walk if there were sidewalks and safe crossings.
- Specific schools with highest priority needs: Nowlin, Castle Park, Nolan, Benton, Three Trails, and Korte.
- All three high schools are on major high-speed streets that create safety issues and barriers for walkability.

Pop-Up Meeting #1

Feedback provided the project team with information on specific areas of concern, such as areas where sidewalks are in poor condition, street crossings are dangerous, or other safety issues exist. Comments primarily came from residents concerned with providing more recreational opportunities. Many participants commented on the need for more separated facilities such as trails to provide longer-distance connections. This includes a desire for new trails in the southwestern part of the city to connect to the new Rock Island Trail near the Truman Sports Complex, and new trails in eastern Independence to connect to the Little Blue Trace Trail and trails along RD Mize Road. New bicycle lanes are desired on portions of Chrysler Avenue and on Lee's Summit Road, connecting to existing bike lanes south of the city.

The second pop-up meeting was held at Blendwell Café on a Saturday in October 2023, and coordinated with a pre-existing event with primarily Spanish-speaking attendees. A translator was provided for the event. Questions and format were similar to the first pop-up meeting.

Additionally, land use planning came up as an issue in this session, with attendees noting that there is too much distance between locations, and destinations are too far away. This, in addition to limited infrastructure, exacerbates the challenge of walking and biking.



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Bike the Square Event

In October 2023, the project team organized a bicycle ride designed to experience the challenges and opportunities for biking in the community. The route was a 4-mile round-trip from Independence Square to Mill Creek Park, with additional stops at Independence Transit Center, McCoy Park, Truman Library, Oregon Trail Trailhead, and the Historic Truman Courthouse. The ride included sections of on-street riding and off-street trails.

While this ride only included a small area of the city, it represents some of the city's most significant attractions, and provided an illustration of conditions that exist in other areas as well. Observations included:

- Bess Truman Parkway is part of the Truman Connected corridor, with an off-street trail planned. The group noted a major difference in feeling safe riding on a separated trail verses on-street alongside traffic.
- Riding at the right edge of a road can be a challenge with gravel, dirt, and debris that accumulates along the gutter of the street.
- The Mill Creek Trail was functional but has a significant number of potholes. Additionally, a lack of lighting along the trail would make using the trail at night feel unsafe.
- Independence Square is a great place to walk, but safe and convenient connections to it are lacking. Most people need to drive to get there, if they are able to do so.



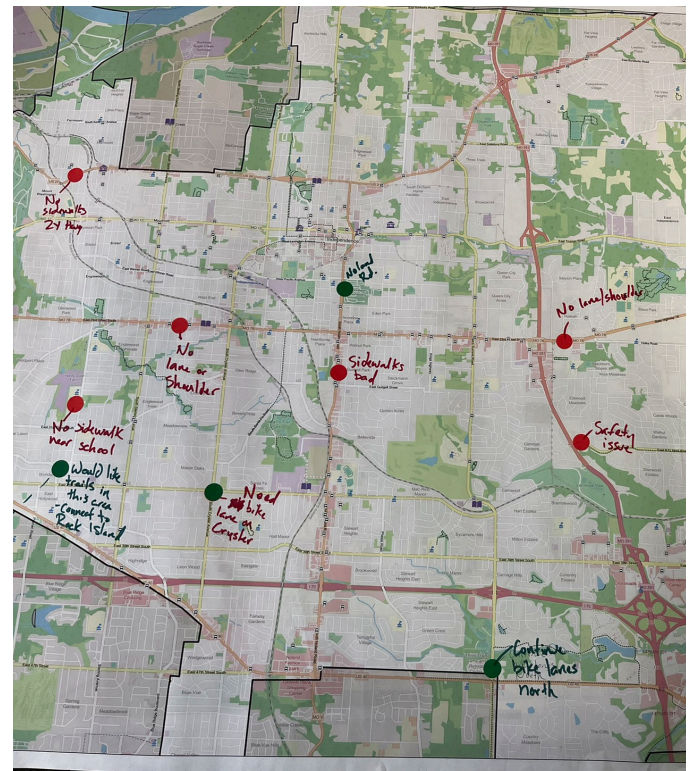
The October 2023 "Bike the Square" project featured a stop at Independence Transit Center to discuss transit service and accessibility.

Open House Meeting / Family Night Out

A final public meeting at the Roger T Sermon Community Center provided an opportunity to receive feedback on preliminary recommendations as they are in the process of being developed. This meeting was held as an open house format to display project materials and draft recommendations. BikeWalkKC provided a family bicycle skills training event in coordination with the meeting.

Attendees at the meeting expressed general agreement with preliminary recommendations. These included recommendations for citywide application as well as specific priorities for western and eastern Independence (see Section 3 for details on these recommendations). Additional detail on requests for new or extended bicycle routes were provided by some attendees.

Discussion at the meeting reiterated the need for prioritizing improvements around schools, parks, and focusing on better maintenance of existing resources, as well as targeted improvements to extend the reach and impact of these resources.

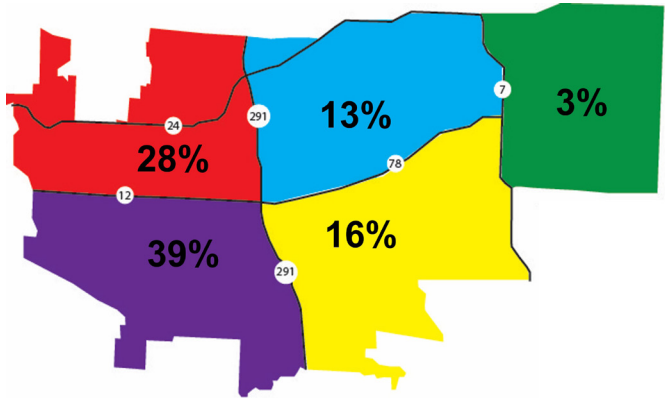


Map input from the SantiCaliGon Festival pop-up meeting in September 2023.

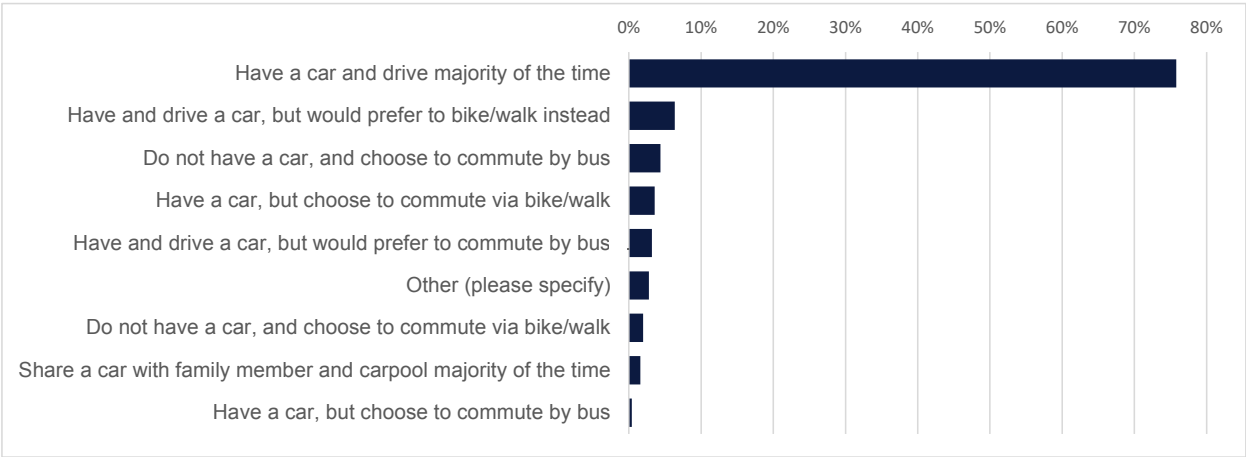
Community Survey

A community survey was conducted in the fall of 2023 in order to gather input from a larger population that may be interested in active transportation but have been unable to participate in public events described above. Surveys were available in both English and Spanish, and available online as well as on paper at public events. A total of 253 surveys were completed. This section summarizes significant findings of the survey.

Where do you live?



On an average day, what is your typical mode of transportation? Choose one



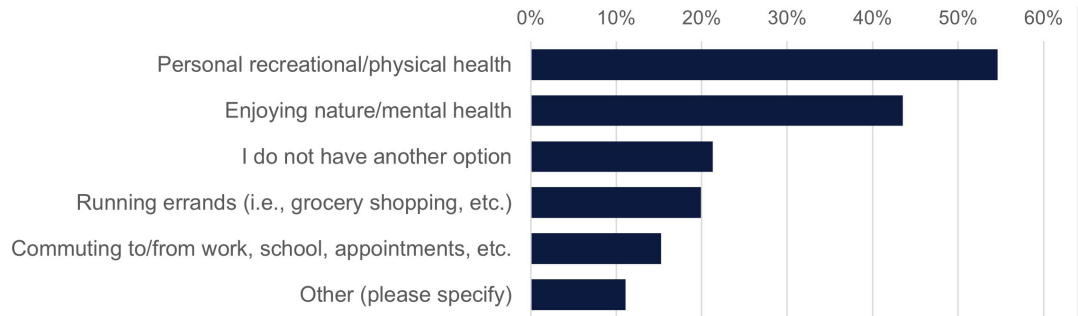
Car-Centered Mobility

- 85% of respondents primarily use personal cars for commuting and getting around.
- Nearly 10% of those respondents would prefer to walk, bike, or take transit if there were safer options and more connected options.
- Only 3% of respondents own a car, but choose to walk, bike, or take transit as their primary mode.
- This suggests alternatives to driving are primarily a mode of necessity versus a mode of choice.

Motivations for Active Transportation

- 54% of respondents claim personal recreational and physical health as their main driver for utilizing active transportation.
- 43% claim its for enjoyment of nature and/or for the betterment of their mental health.
- Respondents see a strong connection between staying active and their mental/physical well-being.
- Health-centric motivations suggest a community that values active transportation and high-quality recreation options, emphasizing the need for wellness considerations in transportation planning.

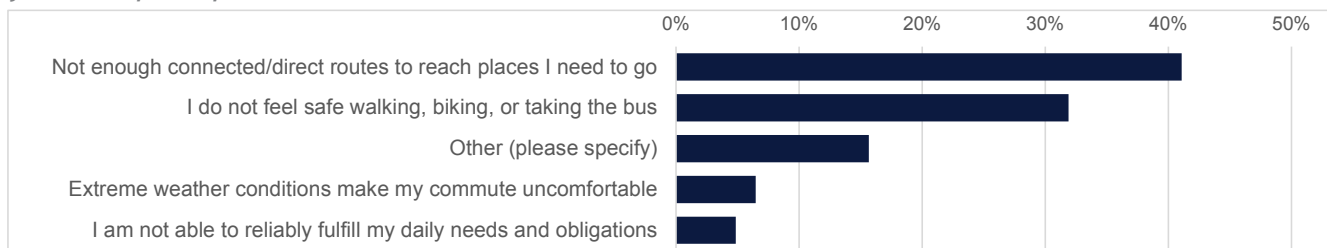
If you are not driving in a car, why are you using another mode of transportation such as walking, biking, or taking the bus? Choose all that apply



Barriers to Active Alternatives

- For those without personal vehicles, safety concerns (32%) and lack of connected routes (41%) are significant challenges.
- 50% of respondents said attempting to walk and bike in the city is not safe and not comfortable
- Only 6% claimed it was very comfortable and safe
- Infrastructure development, well-lit pathways, and improved route connectivity are crucial for fostering safer and more convenient transportation options

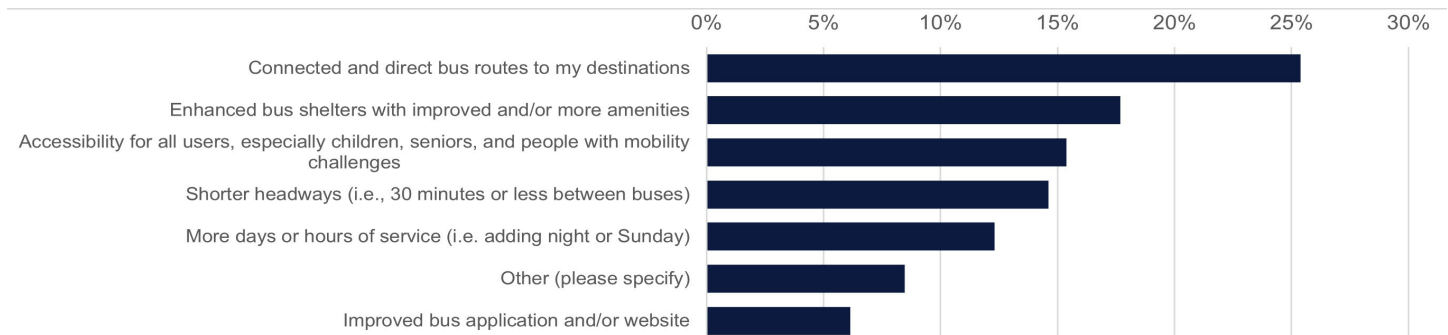
If you do not drive or have access to a vehicle, what are the challenges you face on a typical day as you walk, bike, or take the bus? Choose one



Transit Improvements

- 67% of respondents do not use the bus in Independence.
- Out of those who both use the bus and don't find the existing system safe or convenient:
 - » 75% want to see more direct connections.
 - » 54% would like improved shelters and stops.
 - » 47% would like to see more frequent buses.
 - » 40% would like more days and hours of service.
 - » The most popular routes included the 24 (23% of riders), the 301, 302, and 303 (35% combined).

Question: What is your comfort level with taking the bus in Independence? If you answered "Not comfortable or safe at all" or "Not very comfortable or safe" what would make you feel safer?

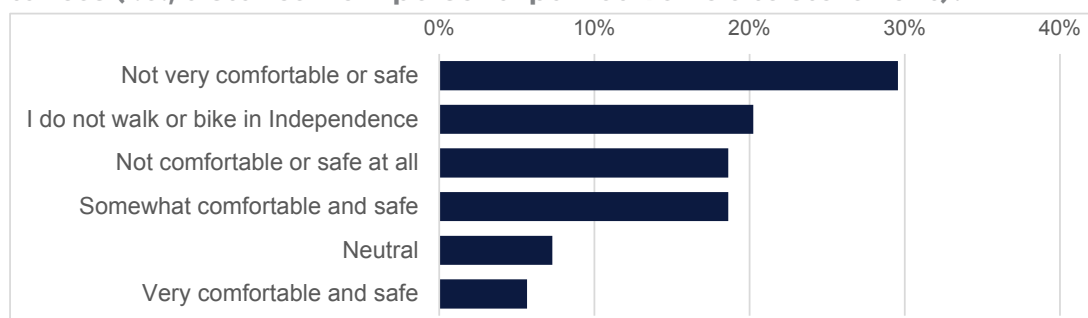


Potential Improvements

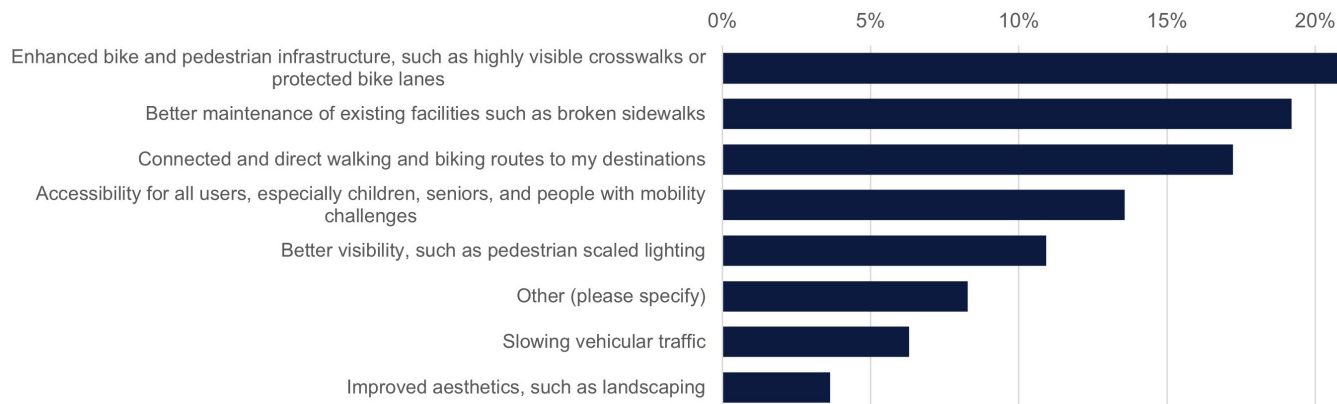
There are things we can do to make walking and biking safer, more comfortable, and more connected to the places people want to go, such as:

- Identify roads for bike/pedestrian improvements and new trail alignments – delivering a more complete bike/pedestrian network for the city
- Focus on ways to physically separate car, bicycle, and pedestrian traffic to the extent possible, to maximize the comfort and safety for all users.
- Align active transportation improvements with public health goals, capitalizing on the primary existing and desired use of active transportation in the city.

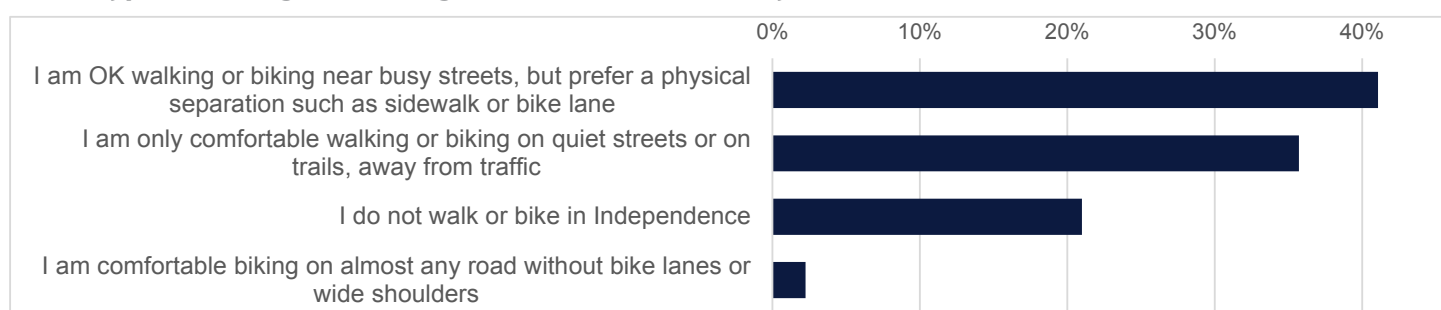
What is your comfort level with walking or biking in Independence for trips that exceed short distances (i.e., distance from personal parked vehicle to storefront)?



If you answered "Not comfortable or safe at all" or "Not very comfortable or safe" what would make you feel safer? Choose top three.



What type of biking or walking infrastructure makes you feel the most safe? Choose one.



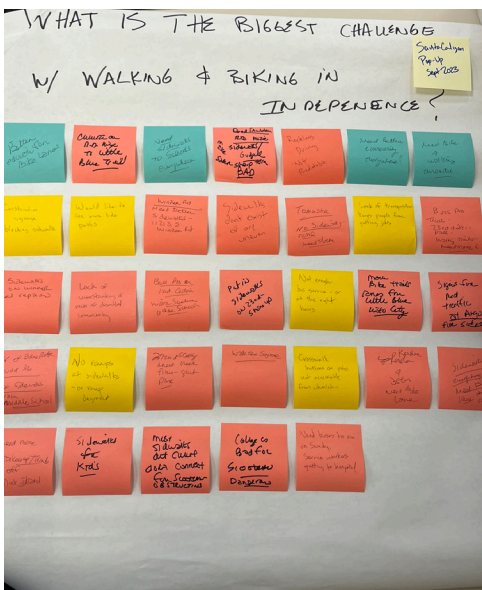
Ongoing Engagement

Because *Independence Transportation for All* is a citywide process, it encompasses a variety of needs and opinions that may vary at a neighborhood level, or based on how different groups of people use or are impacted by existing transportation systems. Corridor or smaller-area plans will still be an important planning task moving forward to ensure that planned and programmed infrastructure is locally-supportive and sensitive to each unique context.

These future efforts must incorporate community engagement as a key task that is integral to each process. As the community grows, the population changes, travel patterns shift, and new destinations emerge, it is important to keep the pulse of local residents and other stakeholders that will accrue the benefits and impacts of plans and projects.

While this planning and engagement is critical, “planning fatigue” can be a real challenge. Accordingly, it is important that residents see their ideas and efforts converted into funded projects that are implemented as well. This means pursuing available grants for projects eligible for certain federal or state funding programs, such as USDOT RAISE funding awarded for the Noland Road corridor. Demonstrating “wins” through successful project implementation builds additional support for public improvements to enhance quality of life in the city.

Ongoing public engagement efforts should include experiencing active transportation infrastructure first-hand, on bikes and by walking, as well as gathering ideas and experiences from community members at public events and meetings.



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3 Network Plan



Network Priorities

Information obtained from technical review (Section 1) and community input (Section 2) provide the basis for the creation of a network plan for future active transportation infrastructure and policies.

Active transportation infrastructure serves a wide variety of community needs by providing a means to connect people, regardless of personal mobility or vehicle ownership, to goods and services locally and regionally. In the case of Independence, several key components stand out as high priorities.

The overarching priority is the establishment and growth a city-wide bicycle and pedestrian network to provide residents active transportation alternatives. Truman Connected will serve as the starting point and the spine for the network expansion. This will involve enhancing corridors, creating east-west connections between Englewood, Downtown, and East Independence, and integrating existing trails on the city's east side into an expanded citywide trail network. The goal is to foster cohesive and accessible pathways for residents and visitors, promoting sustainable and healthy transportation options.

Additionally, the Plan emphasizes the integration of localized, neighborhood-level pedestrian connections.

Focus areas include equitable access and prioritization of disadvantaged neighborhoods, ensuring that the benefits of the network reach all residents. Safety and convenience considerations are paramount, addressing the unique needs of diverse communities within Independence. The overall vision extends beyond the physical pathways, aiming to build a network that fosters connectivity, community engagement, and inclusivity for all residents.

The implementation plan follows a phased approach. Immediate actions focus on addressing strategic improvements in disadvantaged areas and surrounding schools. Intermediate phases prioritize expanding routes from Truman Connected and other priority segments of the citywide network. In the long term, the plan envisions completing network connections citywide and continuously assessing supportive projects and policies based on community feedback.

Ultimately, the network priorities are guided by a commitment to community welfare, sustainability, and inclusivity. The goal is to create a resilient and interconnected city, where the bicycle and pedestrian network contributes to overall mobility and community well-being.

Challenges and Opportunities

This section provides a recap of what the project team learned through these engagement efforts, and how these led to the Network Plan development and recommendations on the following pages.

Existing infrastructure in the city is largely insufficient to provide for safe and connected non-motorized transportation for residents. Several key challenges are detailed and categorized to the right, as major items that the Network Plan should seek to address. Similarly, key opportunities to enhance active transportation are detailed, based on community conversations and input throughout the engagement process.



Mis-aligned ramp and crosswalk near McCoy Park



Independence Transit Center

Key Challenges

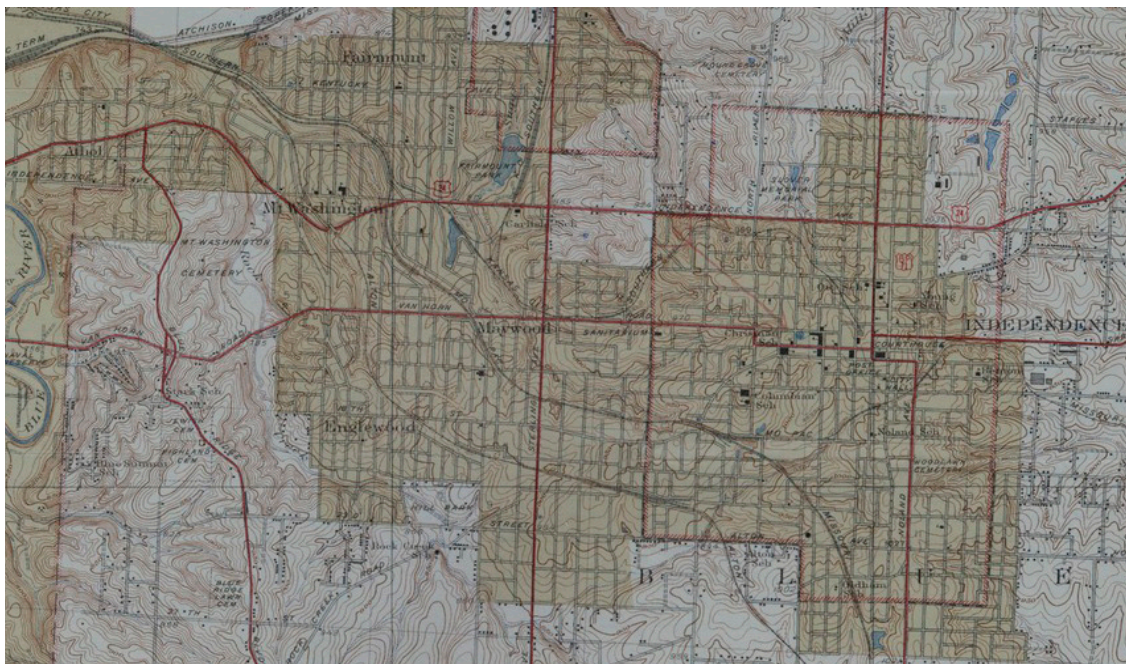
- 1. Most areas of city have no dedicated bicycle infrastructure.** Cyclists in the city generally have to ride in mixed traffic. Only a small segment of the population, the most confident riders, is comfortable riding in this environment. (In the community survey, only two percent of respondents answered that they are “comfortable biking on almost any road without bike lanes or wide shoulders.”)
- 2. Bicycle infrastructure that does exist are not close to existing populated areas** and not accessible from most of city. This includes the Blue River Trace Trail and shared use paths alongside Little Blue Parkway, Jackson Drive, and E 39th Street.
- 3. Some neighborhoods in Independence were built without sidewalks**, and are still lacking sidewalks. As is typical for lower-density neighborhoods developed as suburbanization grew rapidly starting in the 1950s, many streets in the city lack sidewalks, as well as curb and gutters for drainage. Newer neighborhoods typically have sidewalks on one side of the street. Sidewalks around schools are a notable shortcoming in many areas.
- 4. Sidewalk infrastructure is a challenge to maintain across the city.** Public comments noted many areas in need of sidewalk repairs. Sidewalk maintenance in Independence is the responsibility of the property owner. However, many owners are unable to pay for costly sidewalk repairs or replacements.
- 5. City codes and policies are in need of updating to improve active transportation safety.** These are detailed in the next section, and include items such as parking requirements for cars and bicycles, sidewalk requirements, street design, and traffic policies.
- 6. Bus Service in Independence is inadequate to meet many transportation needs.** A robust transit service supplements walking and biking and allows more people to meet their needs without a car. In particular, current routes do not run often enough and have no service on evenings and Sundays.

Key Opportunities

1. Independence has a **strong historic core with a connected grid** street network and quality walking environment. Much of this historic core was developed prior to 1940 (see *Figure 10* below). This includes activity centers such as Independence Square and Englewood Arts District, as well as traditional neighborhoods that are part of the city's "Rediscovering Independence" initiative (Benton, Englewood/Proctor, Golden Acres, Manor Oaks, Mount Washington/Fairmount, North Main, South Main, Truman, and Winner).
2. **Blue River Trace Trail is major recreation amenity/destination** that crosses multiple jurisdictions and provides a high-quality recreational environment, with the potential to be a strong transportation asset.
3. **Planned and funded active transportation infrastructure is on the way.** This includes Truman Connected, Noland Road improvements, and several other corridor and neighborhood sidewalk and trail connections.
4. **A variety of parks are provided throughout the city,** as active transportation destinations and community gathering points. Many of these parks can serve as nodes for a future connected walking and biking network.
5. **Significant corridor and neighborhood-level planning background** have engaged the community in localized needs and built support for improvements. This includes prior and current "Safe Routes to School" work focused on identifying needs and prioritizing infrastructure and program development around schools.
6. Independence is **home to many regional amenities and destinations** that attract tourists and other visitors to the city. Examples include the Truman Library, Independence Square and Historic Truman Courthouse, Truman Historic District, MCC Blue River campus, Independence Center Mall, Cable Dahmer Arena, Community of Christ Temple, and various major retailers.
7. The city has planned for future growth with the **inclusion of shared-use paths along several arterial streets in eastern Independence.** This includes Little Blue Parkway, Jackson Drive, and E. 39th Street. These facilities can serve as a spine for a larger active transportation network as development occurs along these arterials.
8. While currently limited in size and service hours, **Independence has an established bus network.** Its more feasible to improve and expand an existing bus service than to start a new system from scratch. Existing infrastructure such as the Independence Transit Center and several improved bus stops with shelters in the city can provide quality access points to growing service in the future.

Figure 10: 1940 Map of Independence, Missouri

Credit: United States Department of the Interior, United States Geological Survey. State of Missouri, Geological Survey and Water Resources. Courtesy Harry S. Truman Library & Museum, Independence, Missouri. Map "M103."



Recommended Network Plan

As detailed above, transportation needs in Independence are diverse and require multiple methods to address challenges and opportunities identified. Information obtained from the community, and data reviewed from multiple sources, led to the development of a Network Plan, as shown in *Figure 11*, that provides a framework for active transportation in Independence.

While the goal of this plan is to help facilitate citywide networks, localized needs vary throughout the city. In particular, needs vary between the historic and mostly developed western part of the city and the suburban and undeveloped eastern part of the city. This section organizes plan recommendations by citywide considerations, West Independence, and East Independence.

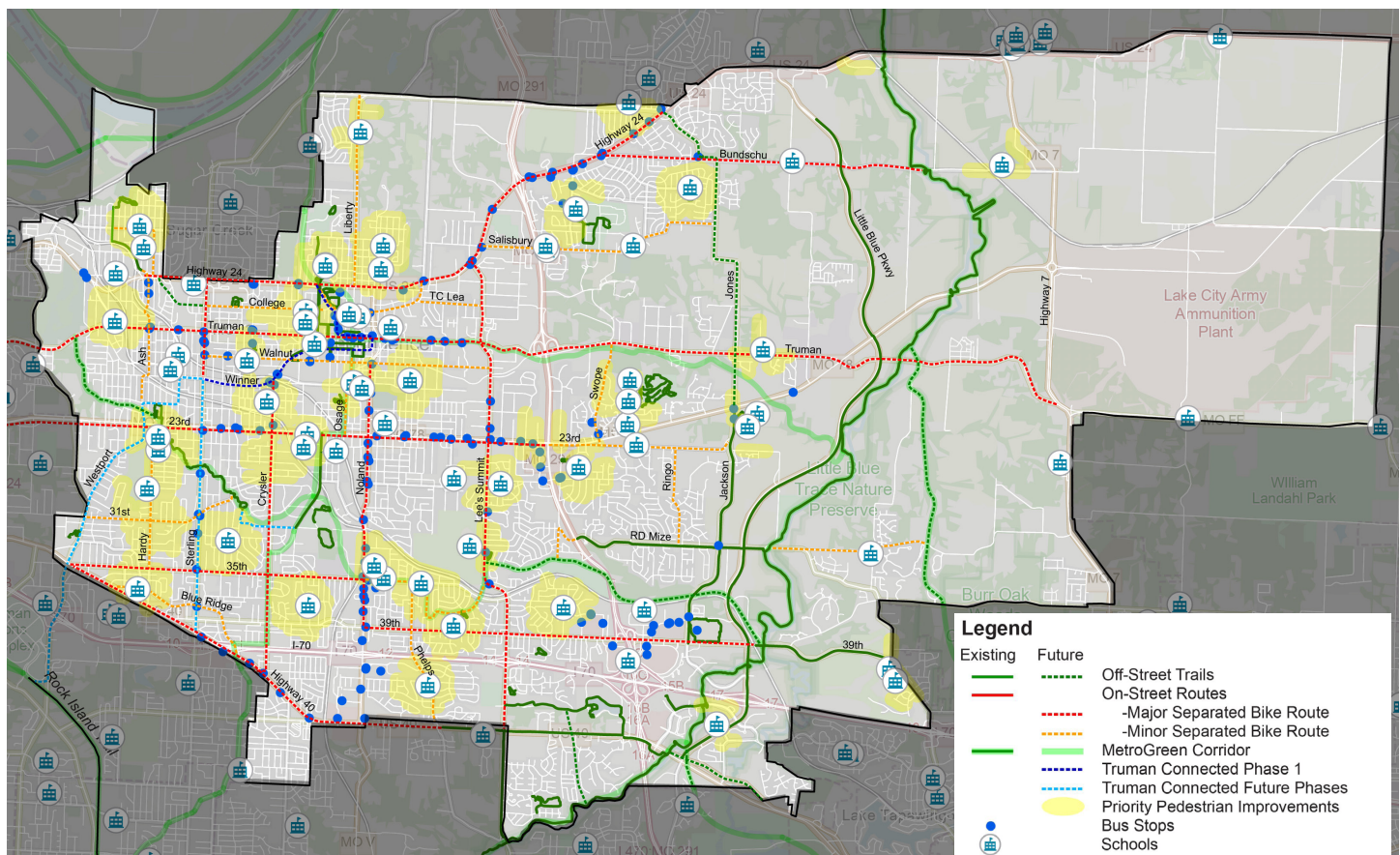
Citywide Network Priorities

1. **Gap-Filling and Maintenance in Environmental Justice Areas:** Targeting improvements in disadvantaged communities that allow residents to more easily meet their basic transportation needs. This includes prioritization of both local sidewalk needs at specific nodes as well as larger network-focused improvements.

With safety as the top priority, completing gaps in sidewalk networks and safer crossings across major roads within a quarter-mile (an approximately five-minute walk) of major destinations including schools, parks, and commercial districts.

2. **Pedestrian Safety Improvements Near Schools:** Working with Independence School District, as well as other districts serving Independence (Raytown, Fort Osage, and Blue Springs) to implement targeted “Safe Routes to School” (SRTS) investments including new sidewalks, sidewalk repairs, crosswalks, traffic signal improvements, traffic calming features, and lighting. Several schools have already conducted planning processes to determine needs; others are in need of a SRTS process to prioritize needs.
3. **Access to Parks and Commercial Districts:** Residents, and especially kids, should be able to access parks safely by walking. Mill Creek Trail as a connection to Mill Creek Park is an example of a well used multimodal connection to a park, with a connection to the area’s “Three Trails” history. Independence’s many parks should be considered as key nodes that are connected by active transportation corridors, as shown in *Figure 11*.

Figure 11: Recommended Network Plan – Citywide



4. **Bus Stop Improvements:** Many Independence bus stops are lacking in accessibility, such as concrete landing pads connected to sidewalks, as well as additional features such as benches and shelters. Prioritize improvements at the city's highest ridership stops, such as along the 24 Independence route, and align further improvements with future planning efforts for intra-city bus service.
5. **Strengthen & Clarify City Policies and Codes:** A review of city codes has identified opportunities to improve accessibility and safety for non-motorized modes of transportation. These are detailed in *Table 2* below.

Network Plan Facility Descriptions

Existing bicycle infrastructure in the city consists of off-street trails, primarily in the eastern portion of the city and within parks, and a few segments with on-street bike routes, generally in the form of unprotected bike lanes.

The *Independence Transportation for All* Network Plan identifies segments for new and improved infrastructure for both off-street and on-street applications. It also includes planned improvements that have been adopted from other corridor or area-specific processes, including Truman Connected as well as regional MetroGreen corridors. The three types of future bike infrastructure include:

Off-Street Trails

Future trails are recommended to extend the reach of existing trails, as well as to connect trails together that are currently separated by significant gaps. Recommended segments labeled as off-street trails are generally expected to have a similar form as the existing Little Blue Trace Trail, following streamways or other natural areas and not necessarily alongside a street. However, in some cases, further planning and design work may determine a street-adjacent facility to be most appropriate or feasible for these facilities.



On Street: Major Separated Bike Routes

Bike routes on or alongside streets requiring a high level of separation from traffic are designated as Major Separated Bike Routes. These are generally shown on streets designated as major arterial or minor arterial by the City. Because of higher traffic speeds, volumes, turning movements, and other factors, unprotected bicycle lanes or shared-lane markings are not appropriate, and will not attract significant use other than from the most confident cyclists. Potential treatments for these facilities include:

- Street-adjacent shared-use path, similar to off-street trails but situated alongside a street, buffered by curb, gutter, and grass or planter strip.



- Protected bicycle lane, with parked cars, bollards, or other barriers protecting and separating the bike lane from traffic.



On Street: Minor Separated Bike Routes

This category of recommended bike routes apply to streets generally designated as Collector or Local streets by the City. Due to lower traffic speeds, volumes, and generally narrower street and right-of-way widths, separation treatments may not need to be as extensive or permanent as with major separated routes. Potential typologies include:

- Bike lanes with a painted line separating bicycle traffic from car traffic



- Buffered bike lanes, which are similar to bike lanes but with additional space (at least two feet) between the bike lane and the adjacent car lane.



- Shared lane markings, or “sharrows” are pavement markings and signage marking the street as a bike route, but with no physical separation from traffic. This typology should only apply to streets with very low traffic volumes and speeds.



Additionally, **Priority Pedestrian Improvements** refer to areas of highest-priority in need of new, modified, or repaired sidewalks, crosswalks, and ADA ramps to facilitate safer and more comfortable walking and wheelchair use. Because walking to school has been identified as the highest-priority active transportation need by many community members, these priority areas are generally adjacent and near schools that are known to be lacking in sidewalk infrastructure. In addition to sidewalks, crosswalks, and ramps, these areas should be prioritized for pedestrian-scale lighting, pedestrian signals, and shade trees to improve visibility and comfort for people walking.



City Codes and Policy Specific Recommendations

In addition to the policies, plans, and projects recommended, making specific updates to the Independence Code of Ordinances (“code”) is advised. *Table 2* outlines these proposed changes to enhance protections for vulnerable road users (VRUs), which includes pedestrians, people on a wheeled device (e.g., bike, scooter, roller skates, skateboard, etc.) and people using mobility assisted devices (e.g., wheelchair, cane, walker, etc.).

Table 2: Recommended City Codes Updates

Code location/ title	Current requirements	Proposed changes
Chapter 14 - Unified Development Ordinance		
14.501-08: Parking and Loading	Bike parking is required and takes a “one size fits all” approach that does not necessarily reflect how land uses interact with biking activity. The current language requires a certain number of bike parking based on the number of required car parking spaces. For instance, some businesses require large volumes of car parking (e.g., Home Depot, Walmart, Costco, etc.) that do not typically have high bike parking demand. This results in unused bike parking.	Require bike parking that is appropriate for the given land use to ensure that what is needed is available, but not required in excess, avoiding property or business owner resentment. Offer a deferral of bike parking or provide other bike/ pedestrian amenities when the number of bike parking spaces is not practical to the current land use. Resource: DERO Bike Parking Guide
14.509-04: Street Widths	Current language requires a minimum street width of 24 feet, and if a street is less than that, it must be widened.	There are many situations where a narrower street, like on a neighborhood greenway, routes to school, one-way service alleys, among others. This requirements imposes a design condition that can be hostile to urban design and bike/ped friendly design. Allow for more flexibility on street width that's sensitive to the land use context and built environment. Requiring a minimum is restrictive and paves the way for overbuilt streets. (Note: this also would need to be changed in the Public Works Manual).
14-603-09: Crosswalks	Currently, crosswalks only may be required when blocks exceed 600' and whenever deemed necessary to provide safe pedestrian circulation or near certain facilities, such as schools, playgrounds, shopping areas, transportation, and other community facilities.	Change the word “and” to “or” whenever deemed necessary to allow for more opportunities to place a crosswalk since sometimes a crosswalk is warranted even if the block is less than 600'.
Chapter 17 - Public Works Regulations		
Parklets, Outdoor Dining, Etc.	There is no specific problematic language within this chapter; however, currently certain activities supportive of walking and biking are either not allowable or not expressly stated in the code. For example, it is not legal to install a bike rack, put a parklet in a parking space, have outdoor terrace dining in ROW, and so on, resulting in no clear path forward for entities wanting to install these treatments.	There needs to be a process to install these treatments that states the rights of the user as it relates to encroachments and easements. Expand upon the allowable uses in the public ROW to include activities supportive of an active walking/biking area.
Chapter 18 - Traffic		

18.01.001: Definitions	The definitions in this chapter do not account for e-bikes, scooters, bike infrastructure, and more related to the bike/ped experience. The only terms defined are human powered bicycles and motorcycles but nothing in between. Terms such as “motor scooter” are included, which in today’s environment with app-based scooter rentals, require more clarification on definitions and allowable uses. Section 5300, adopted outright into the Design & Construction manual, does not address these definitions either.	Expand upon the definitions to include more roadway users. This is increasingly important in the diversity of modes available and the use must be defined in order to regulate the use itself. Manually powered bicycles, electric bikes, and motorbikes have varying speed capabilities and are powered differently. Some electric bikes require the cyclist to pedal, and limit maximum speeds. These vehicles can generally be treated like a regular bicycle. Other electric bicycles are faster and self-propelled. These higher-powered bicycles can overwhelm other riders and move more quickly than many bike facilities can safely accommodate. Defining scooters and electric scooters and adding it to the code is important so everyone understands how to responsibly operate, park, and store them. People on bikes are more susceptible to harassment and intimidation. Harassment regulations serve as education that people on bikes are legitimate road users and provide a recourse for persons who are threatened. This could be included in the Definitions section or somewhere else.
18.03.005 and .008: Enforcement and Obedience to Traffic Regulations	For the most part, people on wheels are not allowed on sidewalks in business districts (including: Englewood Business District, Fairmount Business District, Maywood Business District, Noland Road Business District, Central Traffic District, or any other private/public property where noted). This is a common area for people to be on wheels. Additionally, persons over the age of 13 are prohibited from riding a bike on any sidewalk.	Many “interested but concerned” cyclists may be uncomfortable riding in mixed traffic and are inclined to use the sidewalk to reach desired destinations. If bike facilities are implemented in the future, bikers may still use the sidewalk as a space to pull off and engage with local businesses. Many cities permit riding on the sidewalk alongside requirements for prioritizing and yielding to pedestrians.
18.07.009-.011: Right of Way for Vehicles and Pedestrians	The only place a pedestrian can lawfully cross is in a marked crosswalk. If the city’s infrastructure does not reflect pedestrian usage patterns and direct, comfortable, and convenient paths are not available for bikers or pedestrians, then people on foot or bike are regularly required to break the law. The code states vehicles are not required to yield to pedestrians in certain situations. Pedestrians must use a sidewalk when present. When no sidewalk is present, they must walk along the left side of the street or shoulder only to face oncoming traffic.	Expanding and clarifying the right of way for pedestrians at crosswalks and intersections is a way to further protect VRUs from unsafe driver behavior. The code needs to significantly strengthen the protections for bikes/ pedestrians crossing the roadway, including allowing crossing anywhere so people can cross where they need to without fear of legal repercussions. VRU protections consider that not all road users are subject to the same risks in the event of a crash. VRU code language acknowledges that drivers have responsibilities when encountering vulnerable road users on the roadway, and identifies specific provisions for passing, turning, and safely interacting with all types of people using the road who are not in automobiles.
18.11.001: One Way Streets and Alleys	This states bicycles must operate in the movement of traffic on one-way streets.	Update to say all traffic must operate one way, except bicycles. Pedestrians walk counter to traffic regularly and there are many instances (narrower roadways such as alleys and one-way streets) when it’s appropriate and safe for bikes to navigate contraflow. Oftentimes, the path to a destination will be more direct and more comfortable if a person on a bike can ride the same way someone would use a sidewalk to walk to their destination.
18.13.013: Miscellaneous Rules	Driving on a sidewalk is not allowed; however, the code does not make any mention of not driving on bike lanes.	As the City develops a network of bike infrastructure it will be necessary to clearly prohibit this unsafe use.

18.15.006: Stopping, Standing, and Parking - Where Prohibited	The code defines parking as being in a spot longer than 15 minutes, which means bike/pedestrian infrastructure could be legally blocked as long as it's for less than 15 minutes. In theory, it could be continuously blocked by multiple different vehicles occupying the space in 15 minute intervals.	Add bike lanes and other bike/pedestrian infrastructure to the prohibited parking area and consider lessening or dropping entirely the 15 minute grace period to ensure safe and continuous passage for people walking or biking.
Article 18. Regulations for Bicycles and Motorized Bicycles	Behavior on a bike is restricted in ways other modes are not, including laws on how you must sit on a bicycle.	Lessen the legislation on a bicycle. While progressive, the code could allow for Idaho stops, rolling stops, yield on stop and stop on red, etc., to broaden the legal allowances for people on bikes.
18.18.003: Riding on Roadways and Bicycle Paths	The code requires a biker to ride as near to the right hand as practicable AND the biker is responsible for exercising care when passing a vehicle. If there's a bike path present, bikers must use the bike path and not the road.	Riding as far to the right is generally recommended for bikers, but there are many cases where the biker taking the full lane is a safer method of riding: • When overtaking and passing another vehicle • When traveling at or near the same speed as other traffic • When preparing for a left turn • Where a lane is too narrow to share safely with another vehicle • To avoid any condition that makes it unsafe to continue along the right-hand curb or edge Even when dedicated bicycle facilities are provided, experienced and confident bikers will be comfortable with, and prefer, riding in traffic. Allowing riders to choose between using bike lanes or riding in the road removes barriers to biking for the greatest number of persons. A passing rule for bikes keeps all mode users safer, similarly to how vehicles have rules for passing other vehicles. Passing should take place to the left of a bicycle and with an appropriate amount of space for the given road conditions. A minimum standard is that cars should give at least 3 feet or space when passing a bicyclist.
Design and Construction Manual		
Sec. 5203.1: Design Criteria	The smallest ROW is 50' but vibrant urban designs and areas inclusive to bike/ped movements may want to be more narrow. The minimum width of travel lanes is 12' except for residential collectors with an option to reduce to 11' minimum when approved by the City Engineer. For major arterials, the sidewalk requirement says: "1 sidewalk and 1 shared use path" and for all others lists the number "2".	Be more flexible on ROW requirements depending on the land use context. Allow for a minimum width of 10' for roadways with interrupting flow operating at less than 45 mph. AASHTO recommends a minimum lane width of 12 feet for high-speed and high-volume roadways and a minimum of 10 to 11 feet for urban areas with heavy pedestrian activity. Provide clarity on required sidewalk and shared use path widths. Add "shared use path" to the definitions.
Use of Public Rights of Way	There's no language or mention of demonstrations, better blocks, temporary parklets, pilot projects, etc.	Make these uses allowable and assign permitting procedures associated with closures and modifications of streets. Often, the best place for bike parking is in the public ROW. This can make the installation of bike racks lengthy and cumbersome process for businesses and property owners. Other uses of the ROW, including parklets that provide public space amenities face similar challenges. A process to permit and streamline ROW encroachments for bike corrals, parklets, and other uses can encourage private citizens and businesses to support the city's goals for walkability and bikeability.

Section 5300 - Incidental Construction & Local Bicycle Facility Design Guidance	This guidance is from 2022.	This requires a detailed review as guidance for bicycle facility design has evolved significantly over the last 20 years. For instance, the only bicycle types defined are those powered by humans (an issue previously noted in the code) and facilities like “two-way bike lanes”, commonly referred to as cycle tracks, are a design treatment not recommended.
Traffic Calming Policy	The “disadvantages of traffic calming” present opinions versus facts. This section states “traffic calming treatments are typically the most expensive means of mitigation and have the most significant impact to residents.” The qualifications to be eligible for traffic calming are highly prohibitive, both physically and from a community support perspective.	Remove the “disadvantages of traffic calming”. If there are concerns related to traffic calming, use high quality research to provide information on why. Traffic calming treatments can be as simple as using paint to stripe a bike lane in an appropriate context, costing very few resources to a city. It is recommended to remove this statement or provide high quality research to demonstrate why traffic calming treatments are “the most expensive”. Reduce the number of qualifications for a street to be eligible for traffic calming. This section remains highly problematic and needs an extensive rewrite.

West Independence Network Priorities

The portion of Independence west of Highway 291 has unique challenges for those traveling without a car. Public and stakeholder feedback emphasize a need for improved active transportation infrastructure for a wide range of trips, including to employment, education, grocery shopping, recreational, and social purposes. Facilities should be planned with an emphasis on safety, both in terms of proximity to traffic as well as features such as lighting and visibility. Specific priorities are summarized below and shown in *Figure 12*.

- 1. Safe Routes to School** infrastructure improvements, policy, and programming to make it safer and easier for students to walk or bike to and from school. Several schools have been noted by school district employees and parents as having specific concerns relating to active transportation safety. New sidewalks are needed to fill gaps in neighborhoods adjacent to schools, many existing sidewalks are in need of repair or replacement. Crosswalks are needed in more locations, and need improved visibility. Lighting is needed to improve safety while walking in the winter before and after school when it is dark.
- 2. Evaluation of Major Streets for Bicycle Facilities** to provide safe bicycle routes along selected arterial or collector streets providing direct connections through the city. West Independence features a grid of arterial and collector streets that could be utilized for bicycle routes. Due to a community preference for separated infrastructure, street-adjacent shared-use trail facilities or protected bike lanes are desired.

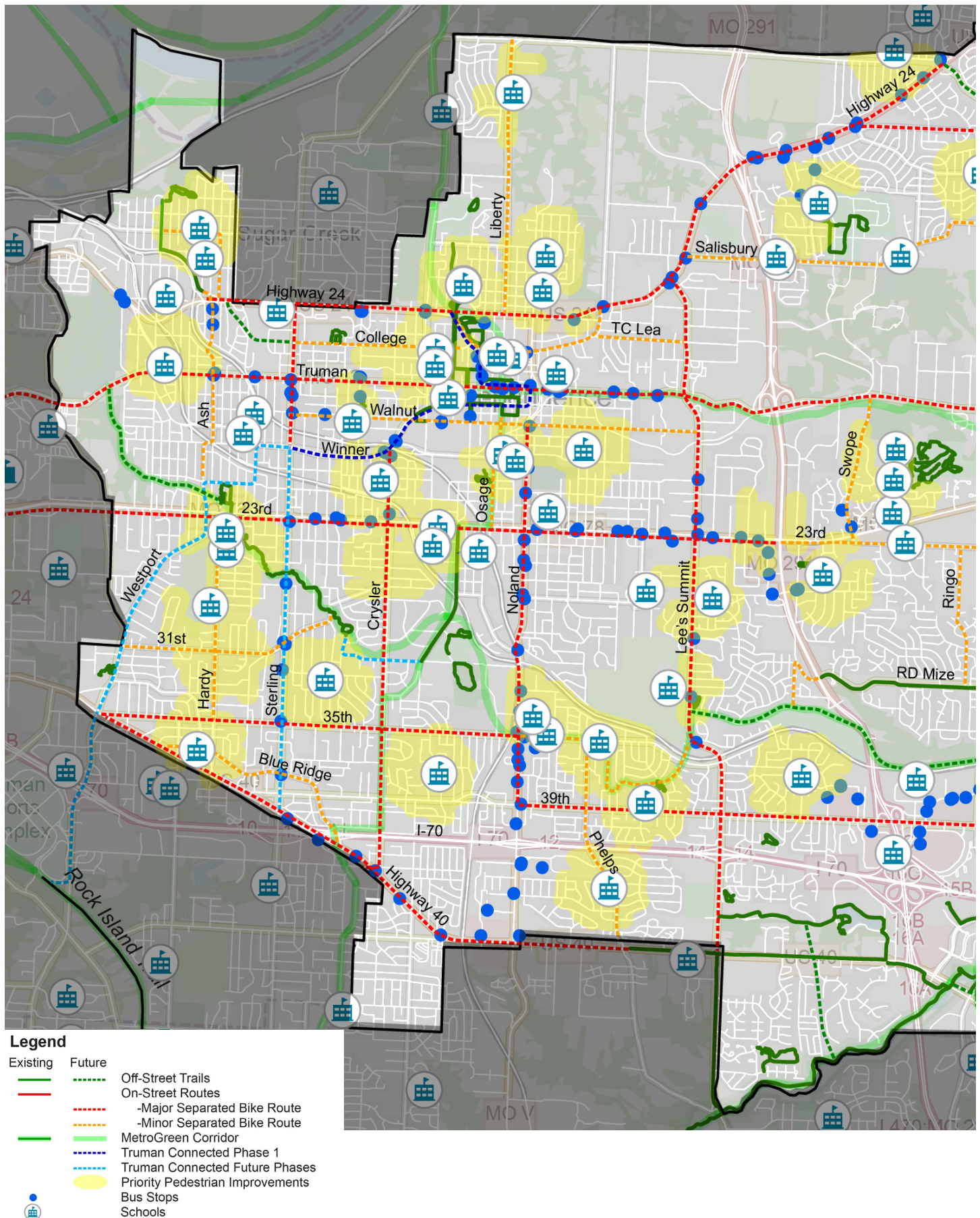
Priority east-west corridors include Highway 24, E 9th/College Street, Truman Road, E 15th/Walnut Street, E 23rd Street, E 35th Street, and E 39th Street. Priority north-south corridors include Blue Ridge Cutoff/Westport Rd, Chrysler Avenue, Noland Road, and Lee's Summit Road.

A more detailed assessment of each street will be needed to affirm feasible and appropriate facilities, based on right-of-way widths, lane widths, traffic counts, and other factors.

- 3. Capitalize on Planned Upcoming Investments** by adding neighborhood connectors/access points to these corridors. The City is already investing in multiple projects to improve active transportation connectivity. This includes new sections of sidewalks and/or trails along Noland Road, Highway 24, Highway 40, Winner Road, and Pacific Avenue, among others.

One investment in particular can serve as a bicycle and pedestrian spine for the area. The “Truman Connected” Phase 1 corridor is under design and will feature shared-use paths, cycle tracks, and sidewalks along segments of Bess Truman Parkway, Lexington Avenue, and Winner Road. Establishing a series of “neighborhood connectors” to extend access to this corridor will allow for a more extensive network to capitalize on this investment. Several of these include “alternate routes” that provide additional connectivity to neighborhood parks and schools and should be prioritized as components that will expand the reach and impact of the Truman Connected corridor.
- 4. Sidewalk maintenance activities** including ADA ramps, crosswalks, and signals at key intersections and commercial nodes. Sidewalk and ADA ramp assessments have been done for areas near schools. Sidewalk condition assessments should be prioritized near other popular destinations such as parks, libraries, community centers, and commercial districts. Key intersections and corridors near commercial centers known to be in need of safety upgrades include much of Highway 24 and Highway 40 where sidewalks are missing, as well as some key intersections such as Chrysler & W 23rd Street.

Figure 12: Recommended Network Plan – West Independence



East Independence Network Priorities

The portion of Independence east of Highway 291 is more suburban and rural in nature than the western side of the city. Public and stakeholder input indicated a priority for recreational amenities, including a more extensive trail network, and easier access to this network. However, non-motorized transportation needs for other purposes should not be ignored. Residents still should have the ability to connect to local destinations without needing to drive. Eastern Independence includes opportunities for retrofitting active transportation facilities on existing corridors—similar to the western part of the city—as well as integrating facilities with new public streets and private developments. Specific priorities are noted below.

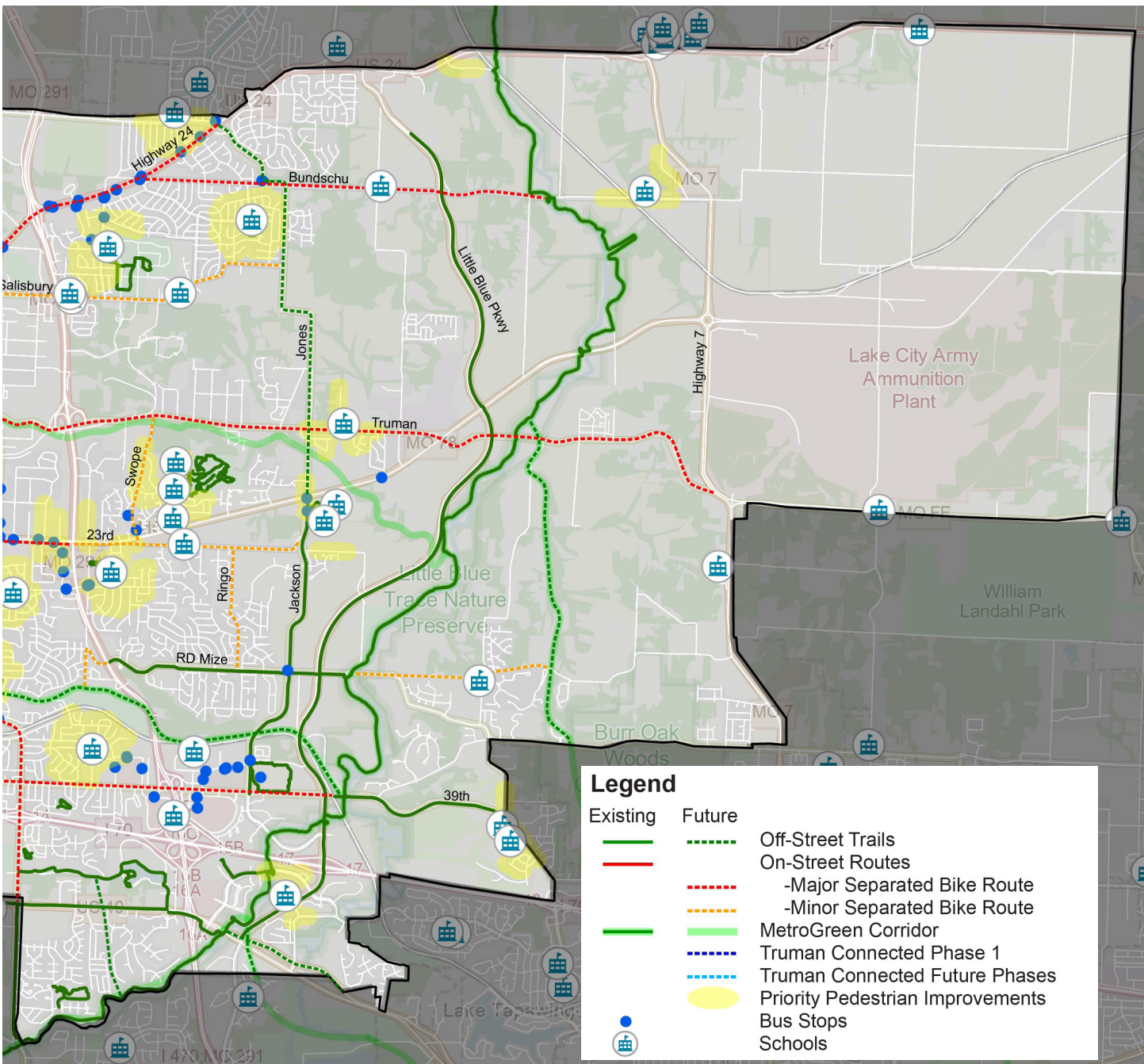
1. **Connections to Little Blue Trace Trail.** The Little Blue Trace Trail is an important local and regional transportation and recreation amenity, but is difficult to access without a car. East-West access is needed to connect residents to the trail from the rest of the city, such as along Truman Road and Bundschu Road. Future developments alongside the trail should include connector trails that provide access to the trail from activity centers and residential neighborhoods.

2. **Implement MetroGreen.** The Little Blue Trace Trail is part of MARC's regional MetroGreen network of planned trails. Additional streamway trails are also recommended in the plan, including along Burr Oak Creek connecting eastern Independence to Blue Springs and the Burr Oak Woods Conservation Area. These are shown in *Figure 13* and would greatly expand the inter-jurisdictional connectivity and recreational opportunities.
3. **Development Integration.** Require and/or develop guidelines to include active transportation infrastructure, such as off-street trails and bicycle parking, with new development projects. This may include easements for future facilities, as appropriate. This process should include city code revisions to better align zoning and subdivision regulations to multimodal transportation needs.
4. **Complete Streets Projects.** Standardize the inclusion of separated bicycle facilities such as protected lanes, shared-use paths, or off-street trails as part of new major street projects. Sidewalks at least five feet in width, and ADA ramps at intersections, should be included on both sides of all future streets. Projects to improve or expand rural roads into urban collector or arterial streets should include these components that improves safety for all users.



The Blue River Trace Trail is a recreational amenity, with improved connections needed to nearby corridors and neighborhoods.

Figure 13: Recommended Network Plan – East Independence



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4 Implementation



Implementation

An actionable plan needs specific steps and strategies to guide implementation, with anticipated timelines and responsible parties. This section defines implementation steps for improving multimodal transportation connectivity in the city based on public input and technical review in the *Independence Transportation for All* process. Some steps involve additional planning work to better define improvements on specific corridors, some involve facility design tasks, and others involve policy or procedural items. Implementation tables below organize action steps into three categories:

- **Policy, Process, and Administration:** Develop and narrow concepts for the plan document based on community engagement process findings.
- **Additional Planning Work:** Gain adoption approval for the refined plan document, as well as other planning processes needed to advance projects.
- **Priority Projects:** Set forth critical first steps for to achieve plan recommendations.

Time Frame

Implementation of recommended improvements will take time. This is due to funding constraints and the time it will take to access grant opportunities and identifying local funds.

Additionally, some items require additional planning work, as well as engineering and design tasks. Generally, low-cost strategies with simple implementation steps are planned for the immediate future. The time frames are detailed as follows:

- **Continuous (Ongoing):** Varying costs, but necessary tasks to sustain the Plan and community goals.
- **Short-Term (0-2 years):** Low cost, ease of implementation, directly advances other strategies, or addresses critical issues.
- **Medium-Term (3-5 years):** Fairly significant cost, but with planning can be implemented within time frame.
- **Long-Term (5+ years):** Significant cost, requires implementation of other strategies first.

An important consideration for project time frame, as well as cost, is the potential to complete low-cost temporary improvements to test or “pilot” projects while the city determines the financing or scope for more permanent solutions. Such projects often only include paint, temporary planters, or other easily-movable items to simulate permanent infrastructure. These projects allow testing and data collection to assist with decision-making and budgeting of future permanent improvements.

Cost Impact

While the Plan process does not include design or engineering activities to determine project costs, a high-level cost impact estimate is provided to guide budgeting and planning for improvements. These categories include:

- **Low:** Strategies that require policy changes or partnerships with limited outside funding requirements.
- **Medium:** Strategies that require relatively affordable consulting services and/or infrastructure improvements.
- **High:** Strategies that require high levels of planning, engineering, and/or design and infrastructure improvements.

Project Priorities

Table 3: Project Priority List – Policy, Process, & Administration

Project Description	Time Frame	Cost Impact
City Codes Update	Short	Low
Update City Codes to provide more protections, options and incentives for walking and biking in the city. This includes sections of Chapter 14 – Unified Development Ordinance, Chapter 17 – Public Works Regulations, and Chapter 18 – Traffic, and Chapter 20 – Public Works Manual.		
Public Works Manual Update	Short	Low
In coordination with the update to city codes sections 14, 17, and 18, update the Public Works Manual (Chapter 20) to reflect changes needed to provide improved infrastructure for those traveling without cars.		
Complete Sidewalk Inventory	Continuous	Low
Sidewalk inventories have been completed in areas around schools, but are lacking elsewhere in the city. This process is needed throughout the city to ensure conditions are known and so repairs and additions to infrastructure can be budgeted and implemented.		
Walking and Biking to School Programs	Continuous	Low
Independence Transportation for All has identified a primary need for improved safety for kids walking or biking to school. Much of this relates to infrastructure needs, but establishing programs where adult volunteers can facilitate groups of students walking or biking to school (a “walking school bus,” for example) can enable kids to use active transportation safely and develop these healthy commuting habits.		
Bikeshare Pilot	Short	Medium
Develop a partnership with RideKC Bike to provide bicycles and/or electric bicycles in the City at key locations, such as Independence Square, Truman Library, and various parks around the city.		
Update Complete Streets Policy	Short	Low
The City’s current Complete Streets policy dates back to 2011. This policy should be reviewed and updated to account for specific active transportation needs identified in this Plan as well as other recent area and corridor plans.		

Table 4: Project Priority List – Additional Planning Work

Project Description	Time Frame	Cost Impact
Arterial Street Bike Routes - Advanced Planning & Preliminary Design	Short	Medium
Independence Transportation for All has identified a need for separated bicycle facilities on several major and minor collector streets in the City, including Truman, Crysler, 23rd Street, and others. Additional planning and preliminary design work is needed to evaluate specific facility options on these streets, including right-of-way availability, utility constraints, traffic and parking impacts, and other factors.		
Safe Routes to School	Short	Low
Past Safe Routes to School (SRTS) work has occurred at several Independence School District in the past. Partnering with ISD for additional schools can help to better define detailed infrastructure needs as well as educational programs to facilitate safer walking and biking for students.		
Transit Strategic Plan	Short	Low
The expansion of transit service has been identified as a significant need to allow people to better travel without a car. A plan is needed to evaluate current services, and how short- and long-term needs could be better met, including through alternative service models such as on-demand services.		
Little Blue Trace Connector Trails	Short	Medium
The Little Blue Trace is a high-quality recreational amenity, but is difficult to access except by car. As developments occur in eastern Independence, and as street projects are needed to support these developments, planning and design work is needed to develop “connector” trails to the main Little Blue Trace trail.		

Table 5: Project Priority List – Priority Projects

Project Description	Time Frame	Cost Impact
Safe Routes to School - Priority Projects	Short	Medium
Construct new sidewalks, install new crosswalks, and fill other walkability gaps in the vicinity of priority schools with the least-extensive sidewalk networks, or as identified by Independence School District as high-priority needs. These are predominantly in the western portion of the city, including Fairmount, Cassell Park, Three Trails, Pitcher, Korte, and Van Horn High School.		
Safe Routes to School - Additional Projects	Medium	Medium
Most schools in Independence have identified sidewalk gaps, sections of sidewalk in need of improvements, and ADA compliance needs. This project would construct this infrastructure within 1/4-mile of schools not otherwise covered in the above “Priority Projects.”		
Truman Connected - Phase 2 and Phase 3 Projects	Medium	High
An additional phase of the Truman Connected corridor has been identified to extend the Phase 1 trail currently under design. Identified Phase 2 corridors (Sterling Avenue and potentially portions of Westport Road and 31st or 32nd Streets).		
Trail Network - Parks Connections (West Independence)	Short	Low
Several parks in Independence include internal trail networks. Connectivity between these trails is limited. This work would extend segments of Waterfall Park Trail and Rock Creek Trail to better connect Little Blue Trace Trail, Waterfall Park, Adair Park, Santa Fe Park, Country Club Park, Rotary Park, Hill Park, and Davis Park.		
Trail Network - Parks Connections (East Independence)	Medium	Medium
This project would seek to connect parks in the central and eastern portions of the City, primarily focused on implementing trails on designated MetroGreen corridors. This includes connecting the Little Blue Trace trail to Burr Oak Woods Conservation Area and to future bicycle facilities on Lee’s Summit Road.		
Highway 40 Separated Bicycle Path	Medium	Medium
In coordination with MoDOT, pursue separated bicycle paths on Highway 40. While engineering and design activities will be needed to affirm the most feasible and appropriate infrastructure, sufficient right-of-way exists to provide a high-quality trail bicycle facility that is separated from the roadway, and fulfilling recommendations of the Highway 40 Corridor and Focus Area Plan.		
Bus Stop Improvements	Medium	Low
Many bus stops in Independence are lacking accessibility features or comfort amenities for riders. Several prominent stops with higher ridership or transfer activity are in need of improvement. Examples include HyVee at Highway 40 & Noland Road, 23rd & Noland Road, Independence Center Mall, and stops serving the 24 Independence route along Winner Road and Highway 24.		

Funding Options

Funding tools potentially available for implementing Independence Transportation for All come in several different forms: regulatory, taxing, districts, bonds, and grants. It is important to note the objective of securing funding is to pay for improvements that otherwise would not have a source of funding, and to provide seed monies for the encouragement of private investment to occur. The investment and leverage of private dollars is crucial to the success of the Plan, particularly for localized connections to private developments and for access within a property that serves as a community destination. Major impacts can be realized when tools are used in combination with each other.

The responsible entities should collaboratively analyze the appropriateness, cost benefits and best application of these tools as necessary to implement the Plan's recommendations.

Regulatory

- **Impact Fees:** The development applicant pays a fee as a condition of the City's approval of the development, to help pay for off-site public improvements that benefit the development.

Taxes

- **Excise Tax:** Excise taxes can be levied on a particular activity, measured by the amount of business done or income received.
- **Capital Improvements Tax:** Capital improvement taxes can be levied on all retail sales for the purpose of funding capital improvements.
- **Transportation Development District (TDD) Sales Tax:** Sales tax can be levied on all retail sales to generate revenues for transportation purposes.

Districts

- **Special Improvement District (SID) / Local Improvement District (LID):** SIDs or LIDs, which are not separate political subdivisions, permit the collection of special assessments applied to individual properties in the amount of "special benefit" conferred on such property by the improvements. Allowed improvements include any type of public improvement a municipality can provide (e.g., roads, sidewalks, water lines, and sewer lines).
- **General Improvement District (GID) / Public Improvement District (PID):** GIDs or PIDs are separate political subdivisions that are permitted to levy a property tax, special assessments on benefited property within the district, or impose fees, tolls, or charges for revenue-producing services or facilities.

- **Business Improvement District (BID) / Community Improvement District (CID):** BIDs or CIDs, which are separate political subdivisions, are designed for public improvements, economic development, and business-related services, such as marketing. District boundaries may only include commercial property but may have a service area broader than its boundaries. BIDs/CIDs may levy ad valorem taxes, issue general obligation bonds, levy special assessments on benefited property, issue special assessment bonds, or impose rates, fees, and charges and issue revenue bonds. Allowed improvements include a broad base of public improvements.

Bonds

- **General Obligation Bonds:** General obligation bonds are issued with the city's full faith and credit that are paid by a dedicated amount of property tax.
- **Revenue Bonds:** Revenue bonds are issued to finance facilities with a definable user or revenue base. Revenue bonds differ from general obligation bonds as they are backed by a specific revenue stream.

Federal Grant Opportunities

- **Congestion Mitigation and Air Quality (CMAQ) Program:** The CMAQ is a federally-funded program for transportation projects designed to reduce traffic congestion and improve air quality (and thus contribute to the attainment of maintenance of a national ambient air quality standard). Examples of eligible projects include transit amenity improvements, bicycle and pedestrian facilities and improvements, intersection improvements, and more.
- **Surface Transportation Block Grant (STBG) Program:** The STBG is a flexible funding program, intended to fund a wide variety of projects that address multiple modes of transportation. Examples of eligible projects include the construction of highways, bridges, tunnels, recreational trails, and more.
- **Transportation Alternatives (TA) Program:** The TA program is intended to create safe, accessible, and environmentally-sensitive communities by providing funding for a variety of active transportation projects, including pedestrian and bicycle transportation improvements, historic/scenic transportation activities, and environmental mitigation. Examples of eligible projects include the construction of pedestrian and bicyclist transportation facilities, construction of viewing areas, vegetation management practices, and more.

- **Rebuilding American Infrastructure with Sustainability and Equity (RAISE) Discretionary Grant Program:** This competitive program can be used for capital projects or planning activities for surface transportation infrastructure projects that will have a significant local or regional impact. This discretionary grant program has supported projects that improve safety, economic strength and global competitiveness, equity, and climate and sustainability consistent with USDOT's strategic goals.
- **Safe Streets and Roads for All (SS4A):** This discretionary grant program created by the Infrastructure Investment and Jobs Act (also known as the Bipartisan Infrastructure Law), provides planning, design, development, and implementation activities for projects that prevent roadway deaths and serious injuries. The development and establishment of a Comprehensive Safety Action Plan is a key component of this program.
- The Federal Transit Administration provides formula and discretionary grant opportunities to transit providers for capital and operating needs. In particular, the **Buses and Bus Facilities Program** can fund transit center and bus stop improvements, and the **Areas of Persistent Poverty Program** provides for planning, engineering, and development of plans to improve transit services or infrastructure within USDOT-designated "Areas of Persistent Poverty" and "Historically Disadvantaged Communities." Additionally, FTA's Pilot Program for Transit-Oriented Development Planning awards grants for planning development around major transit investments.
- The Mid-America Regional Council's (MARC) **Planning Sustainable Places program**, funded through a regional set-aside of federal Surface Transportation Block Grant funding, provides opportunities for additional planning work for specific areas or corridors. This program has a history of advancing plans that ultimately lead to implementation. A "call for projects" generally occurs once every two years on a recurring basis.

Leveraging Public Dollars

The role of the private sector in the development and revitalization of multimodal transportation infrastructure in Independence is critical. Public improvements including streets, signals, crosswalks, sidewalks, and trails can provide the spine of the city's active transportation network. Such public investment can express to the private sector that investment in the area of interest is welcomed and supported. Local access—such as to the front door of a business or within an apartment complex—often relies on sidewalks and ADA-compliant accessible paths on private property for someone to complete their trip. Both the public and private investment working together can greatly expand the network and make a greater variety of trips feasible without a car.

Additionally, quality active transportation infrastructure such as off-street trails can have significant economic development value. These amenities are quality-of-life benefits and attract residents and businesses who value these features for transportation and for recreation. Accordingly, the private sector must be invited into and engaged in the planning process, aware of the vision for the city, and attentive to incentives and requirements for infrastructure development.

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

25-726 A Resolution appointing Hayley Woods and Deputy Chief Michelle Sumstad to the Truman Memorial Scholarship Fund Candidate Selection Committee **Approved Res. No. 7107**

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

**Department /
Contact**

Council and Board /

REVIEWERS

Jeremy Cover
Zachary Walker
Susanne Holland

ATTACHMENTS:

1. H Woods M Sumstad Appt Truman Memorial Scholarship

BILL NO. _____

RESOLUTION NO. _____

A RESOLUTION APPOINTING HAYLEY WOODS AND DEPUTY CHIEF MICHELLE SUMSTAD 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 appoint Hayley Woods and Deputy Chief Michelle Sumstad 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>
Hayley Woods	19100 E. 30 th St. S	8/21/2028
Michelle Sumstad	223 N. Memorial Dr	8/21/2028

PASSED THIS _____ DAY OF MARCH 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:

25-727 A Resolution appointing Laura Garcia-Siegfried to the Japanese Sister City Committee **Approved Res. No. 7108**

Recommendations:

Background:

Emergency Justification:

Fiscal Impact:

Council Action:

**Department /
Contact**

Council and Board /

REVIEWERS

Jeremy Cover
Zachary Walker
Susanne Holland

ATTACHMENTS:

1. L Siegfried Appt Res to JSCC

BILL NO. _____

RESOLUTION NO. _____

A RESOLUTION APPOINTING LAURA GARCIA SIEGFRIED AS A MEMBER OF THE
JAPANESE SISTER CITY COMMITTEE OF THE CITY OF INDEPENDENCE, MISSOURI

WHEREAS, the City Council, by the passage of Resolution No. 1239 on January 16, 1978, did establish a Japanese Sister City Committee to work for a lasting relationship, to build a mutual friendship and understanding, and thereby enhance the cause of international peace under the Sister City International Program with specific contact with the City of Higashimurayama, Japan; and,

WHEREAS, a resignation has created a vacancy; and,

WHEREAS, the City Council deems it necessary and advisable to appoint Laura Garcia Siegfried to said Committee because of their qualities of leadership, temperance, judgment, and interest in said Committee; and,

WHEREAS, said individual is duly qualified to so serve, according to the Charter and ordinances of the 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 named citizens to the Japanese Sister City Committee to serve without compensation for the indicated term or until duly succeeded by another person, property qualified and appointed:

Name

Term Expires

Laura Garcia Siegfried

5/1/2028

PASSED THIS _____ DAY OF MARCH 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:

25-728 A Resolution appointing Caleb Holder as an alternate to the Board of Adjustment **Approved Res. No. 7109**

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

**Department /
Contact**

Council and Board /

REVIEWERS

Jeremy Cover
Zachary Walker
Susanne Holland

ATTACHMENTS:

1. C Holder Res for Appt Board of Adjustment

Board of Adjustment
Appt C. Holder
3/3/25 SH

BILL NO. _____

RESOLUTION NO. _____

A RESOLUTION APPOINTING CALEB HOLDER AS AN ALTERNATE MEMBER OF THE
BOARD OF ADJUSTMENT OF THE CITY OF INDEPENDENCE, MISSOURI.

WHEREAS, the City Council of the City of Independence, Missouri, did, pursuant to ordinance No. 427 passed on the 27th day of September 1963, as amended (Section 1.19.001 of the City Code), and the City Charter, Article 12, Section 12.5 and 12.6 create the Board of Adjustment of the City of Independence, Missouri; and,

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

WHEREAS, the City Council deems it advisable to appoint Caleb Holder as an alternate to the Board of Adjustment 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 appoints the following individual as an alternate to the Board of Adjustment, to serve without compensation for the indicated term or until duly succeeded by another person properly appointed and qualified:

Name	Address	Term Expiration Date
Caleb Holder	629 N. Cloverdale Ave.	7/1/2028

PASSED THIS ____ DAY OF MARCH 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:

A public hearing for the application to rezone the property at 2000 N. Elsea Smith Road from R-A, Residential-Agricultural, to R-4, Single Family Residential Low Density. ***New Information Only.***

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

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

REVIEWERS

Tom Scannell
Jeremy Cover
Zachary Walker
Susanne Holland

ATTACHMENTS:

1. 1-14-25 Public Notice Proof

INTERIM AD DRAFT

This is the proof of your ad scheduled to run in **Examiner** on the dates indicated below. If changes are needed, please contact us prior to deadline at **(816) 254-8600**.

Notice ID: 7W4SkwoisQBYqDErLhVF | **Proof Updated: Dec. 20, 2024 at 02:02pm CST**
Notice Name: 1/14/25 PC Ad

This is not an invoice. Below is an estimated price, and it is subject to change. You will receive an invoice with the final price upon invoice creation by the publisher.

FILER

Miranda Rice
mrice@indepmo.org
(816) 325-7109

FILING FOR

Examiner

Columns Wide:	1	Ad Class: Legals
Total Column Inches:	10.88	
Number of Lines:	87	

12/28/2024: Other	147.07
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Subtotal	\$147.07
Tax	\$0.00
Processing Fee	\$0.00
Total	\$147.07

See Proof on Next Page

Notice of Public Hearing

Notice is hereby given that a public hearing will be held by the Independence City **Planning Commission** at 6 p.m., Tuesday, January 14, 2025, and by the Independence **City Council** at 6 p.m., Monday, March 3, 2025, in the Independence City Hall City Council Chambers (lower level, north entrance) 111 E. Maple Avenue, in Independence, Missouri on the following matter(s):

Case 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).

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).

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).

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).

The Planning Commission will conduct full public hearing on these applications. The City Council will only hear new information that was not presented at the Planning Commission's public hearing if such facts were not reasonably available at the time of the Planning Commission hearing. Any new information proposed to be presented to the City Council must be submitted in writing to the Community De-

velopment Department and Law Department at least seven (7) days prior to the City Council meeting.

Witness my hand this 20th day of December, 2024.

Tom Scannell, Community Development Director
The City of Independence, Missouri is an Equal Opportunity Employer/Contractor/MFD

Published in the Examiner, Dec 28, 2024

#####

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

25-008 **2R** 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. **2R Item Fails 0-7**

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>

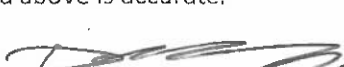
Basic Application Requirements (See the Planning & Zoning Application Guide for additional requirements)

☒ 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
--	--

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.

Applicant's Signature Date: 11-13-24 Owner's Signature Date: 11-13-24

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

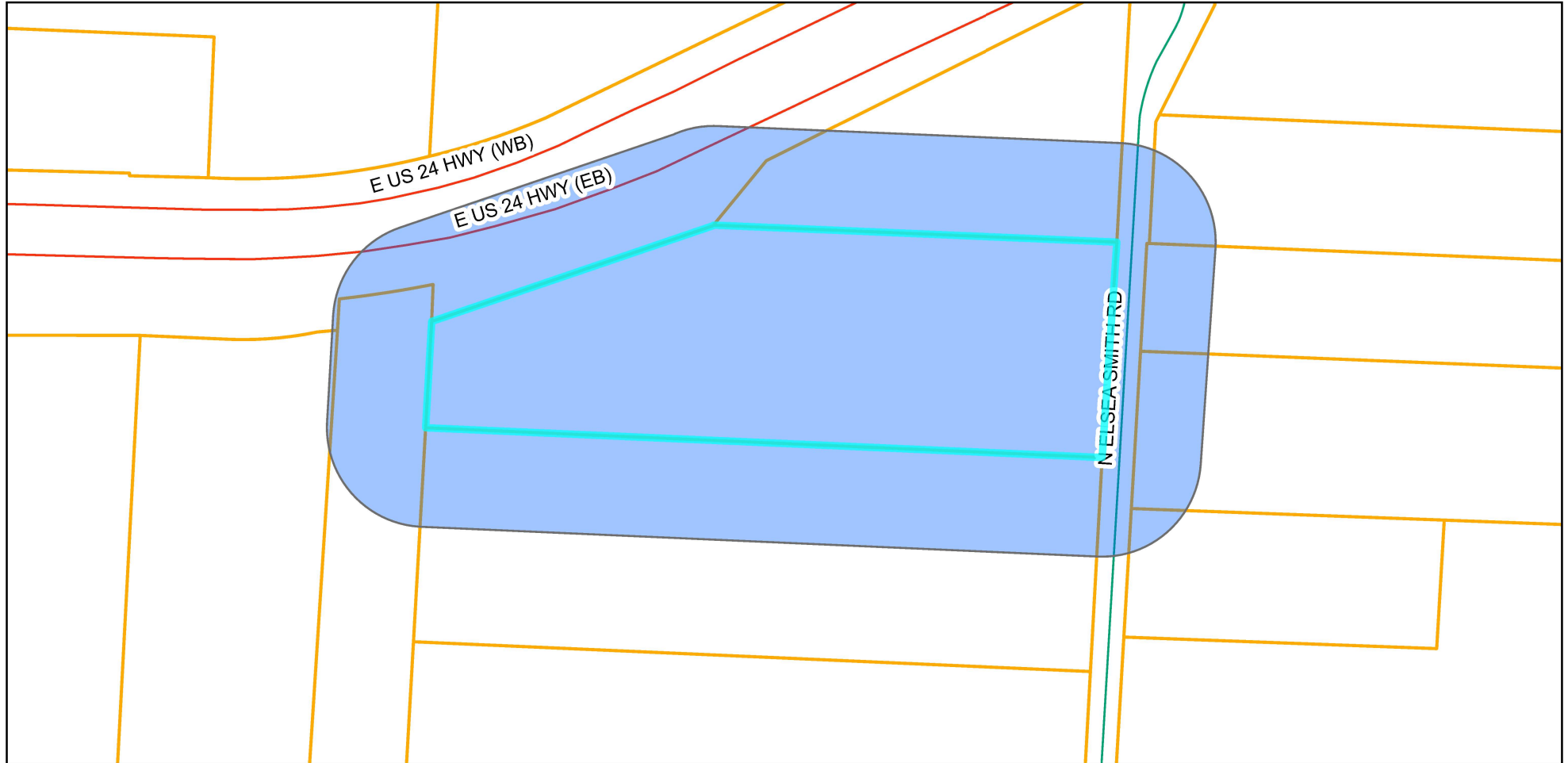
MONACO SHELBY - 1921 N ELSEA SMITH RD INDEPENDENCE MO 64056

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.**

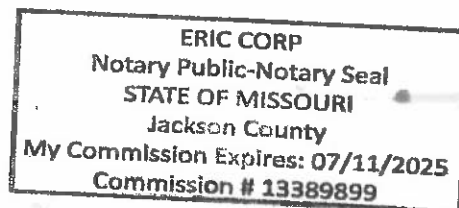
These notices were mailed on the 25th day of November, 2024.


Signature of Agent, Owner or Attorney

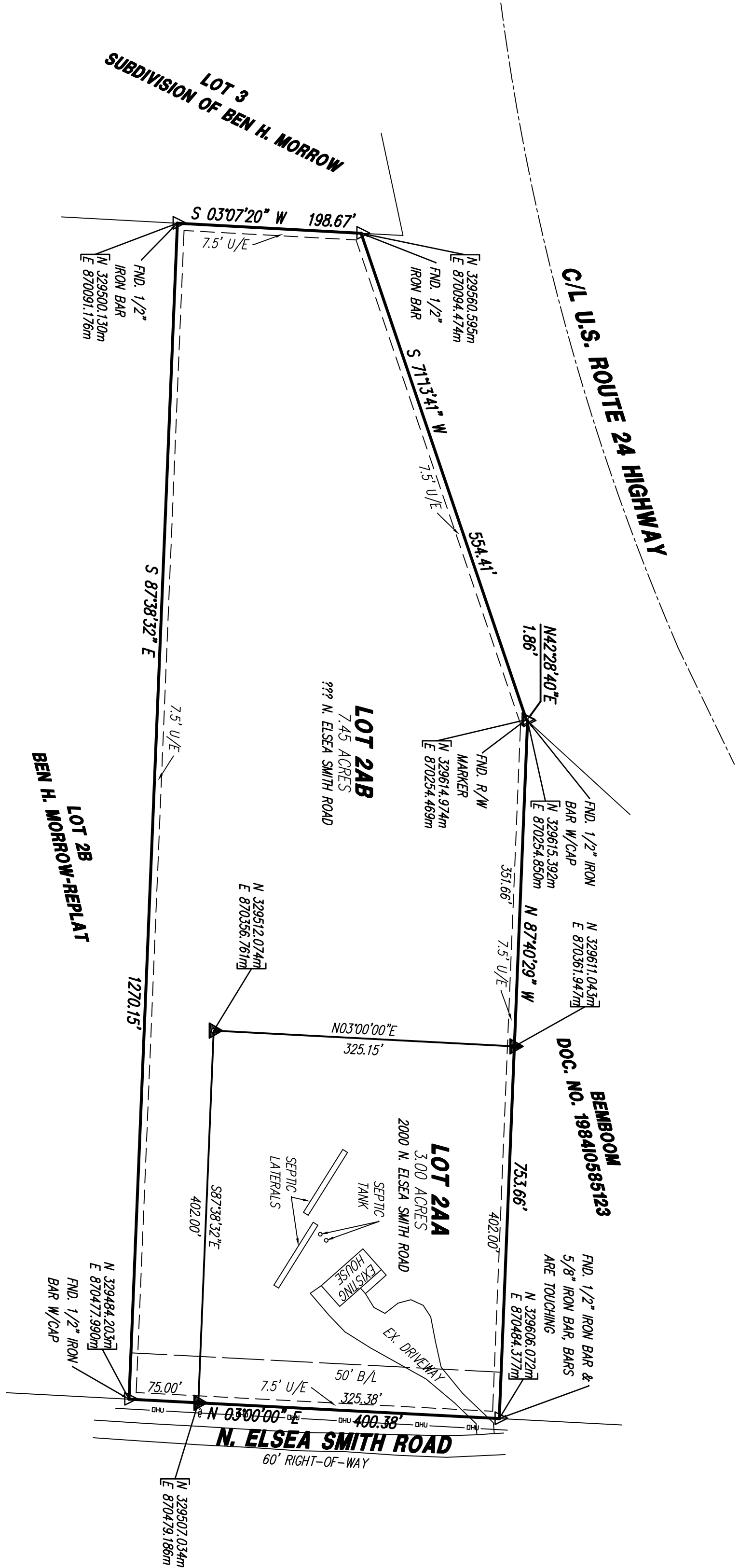
Subscribed and sworn to before me this 25 day of NOVEMBER, 2024.


Notary Public

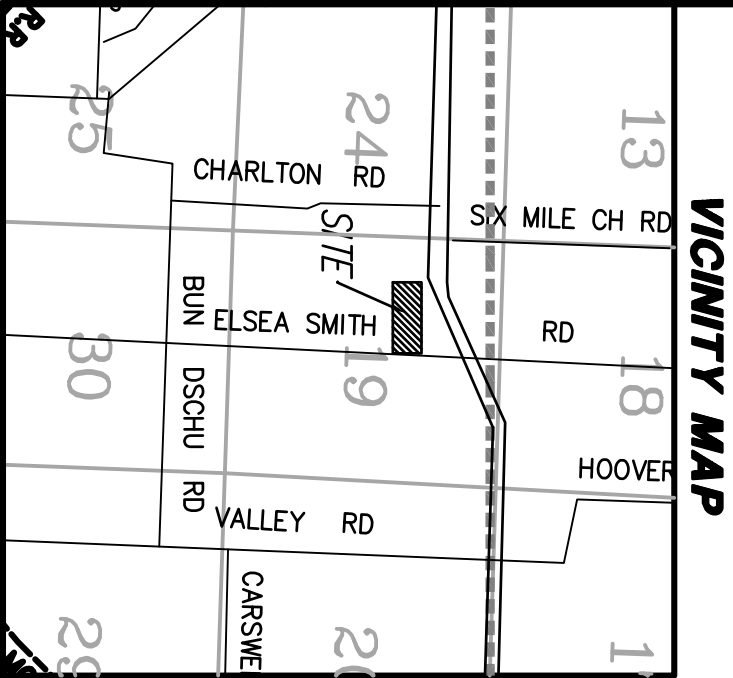
07/11/2025
Commission Expiration Date



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 0.9999077 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 that 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.

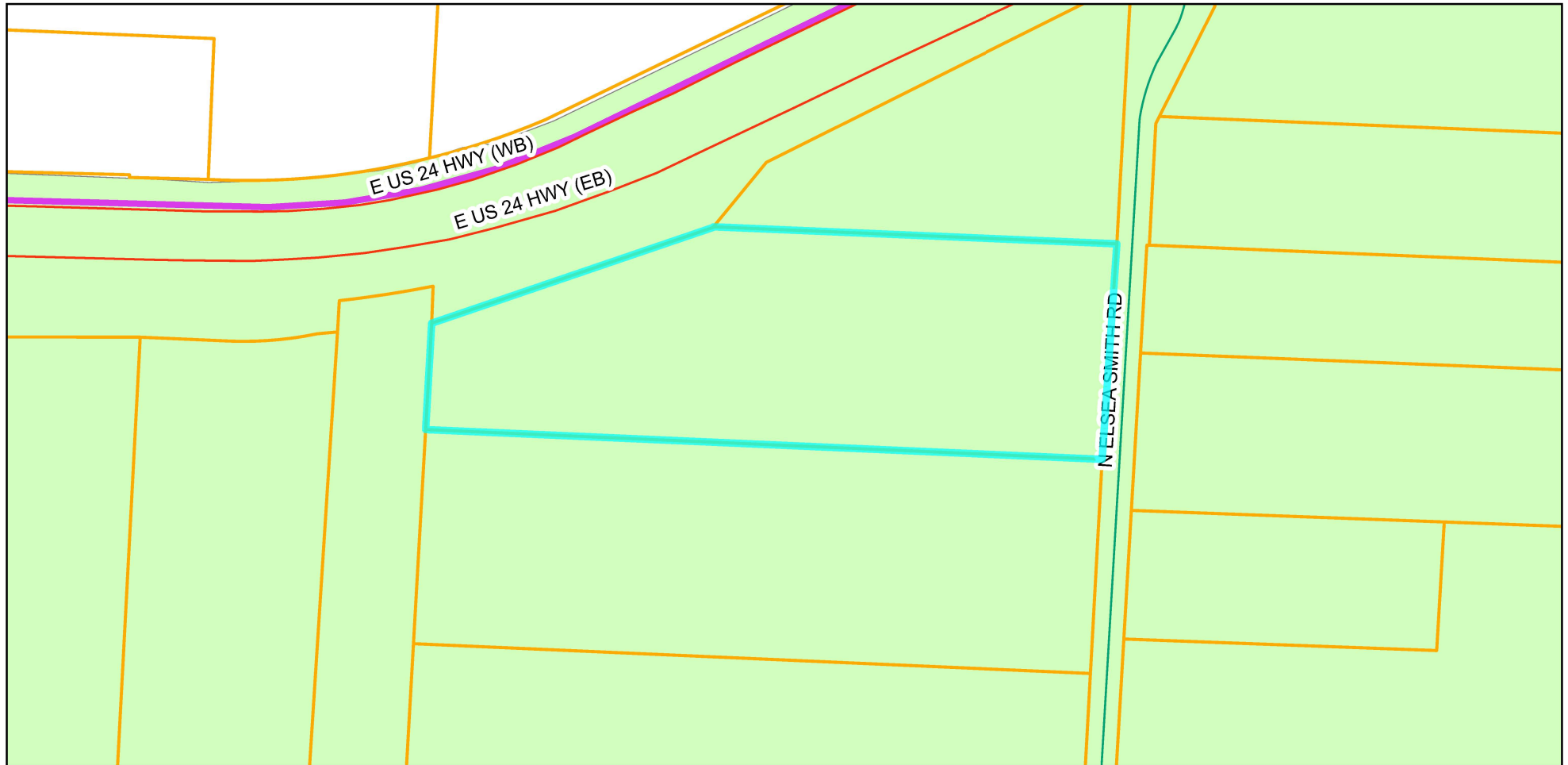


Brandon E. Ludwig PLS 2006016533
DEC. 6, 2024
IF THIS IS NOT A BLUE INK SEAL AND THE SIGNATURE IN BLUE INK, THE PLAT IS A COPY AND MAY CONTAIN UNAUTHORIZED ALTERATIONS. THE COPY PLAT COPIED OR THIS DOCUMENT SHALL NOT BE USED TO ANY OTHER PROJECT NO. 24-127

Comprehensive Plan Map

2000 N Elsea Smith Rd

Permit #25-100-01



Legend

Parcels

 Parcels

Streets

 Highway

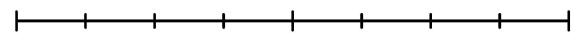


City Limits

 City Limits

Proposed Land Use (Comp Plan)

 Agricultural

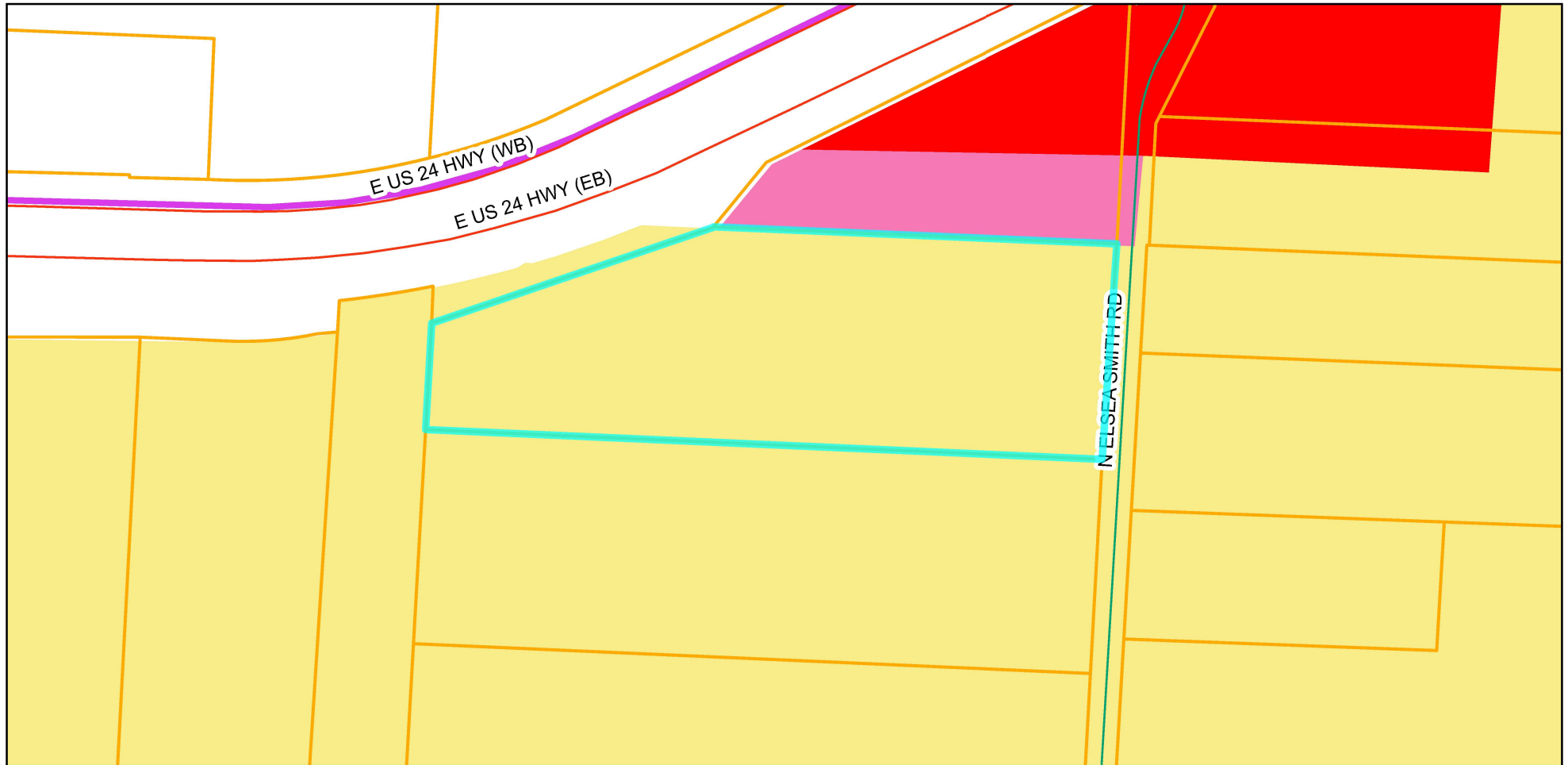
0 0.05 0.1 0.2 Miles


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:

A public hearing for the application to rezone the property 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. ***New Information Only.***

Recommendations:**Background:****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. 1-14-25 Public Notice Proof

INTERIM AD DRAFT

This is the proof of your ad scheduled to run in **Examiner** on the dates indicated below. If changes are needed, please contact us prior to deadline at **(816) 254-8600**.

Notice ID: 7W4SkwoisQBYqDErLhVF | **Proof Updated: Dec. 20, 2024 at 02:02pm CST**
Notice Name: 1/14/25 PC Ad

This is not an invoice. Below is an estimated price, and it is subject to change. You will receive an invoice with the final price upon invoice creation by the publisher.

FILER

Miranda Rice
mrice@indepmo.org
(816) 325-7109

FILING FOR

Examiner

Columns Wide: 1 **Ad Class:** Legals

Total Column Inches: 10.88

Number of Lines: 87

12/28/2024: Other 147.07

Subtotal	\$147.07
Tax	\$0.00
Processing Fee	\$0.00
Total	\$147.07

See Proof on Next Page

Notice of Public Hearing

Notice is hereby given that a public hearing will be held by the Independence City **Planning Commission** at 6 p.m., Tuesday, January 14, 2025, and by the Independence **City Council** at 6 p.m., Monday, March 3, 2025, in the Independence City Hall City Council Chambers (lower level, north entrance) 111 E. Maple Avenue, in Independence, Missouri on the following matter(s):

Case 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).

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).

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).

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).

The Planning Commission will conduct full public hearing on these applications. The City Council will only hear new information that was not presented at the Planning Commission's public hearing if such facts were not reasonably available at the time of the Planning Commission hearing. Any new information proposed to be presented to the City Council must be submitted in writing to the Community De-

velopment Department and Law Department at least seven (7) days prior to the City Council meeting.

Witness my hand this 20th day of December, 2024.

Tom Scannell, Community Development Director
The City of Independence, Missouri is an Equal Opportunity Employer/Contractor/MFD

Published in the Examiner, Dec 28, 2024

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City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

25-009 **2R** 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. **2R Item Passes 7-0 Ord. No. 19655**

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 /
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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.

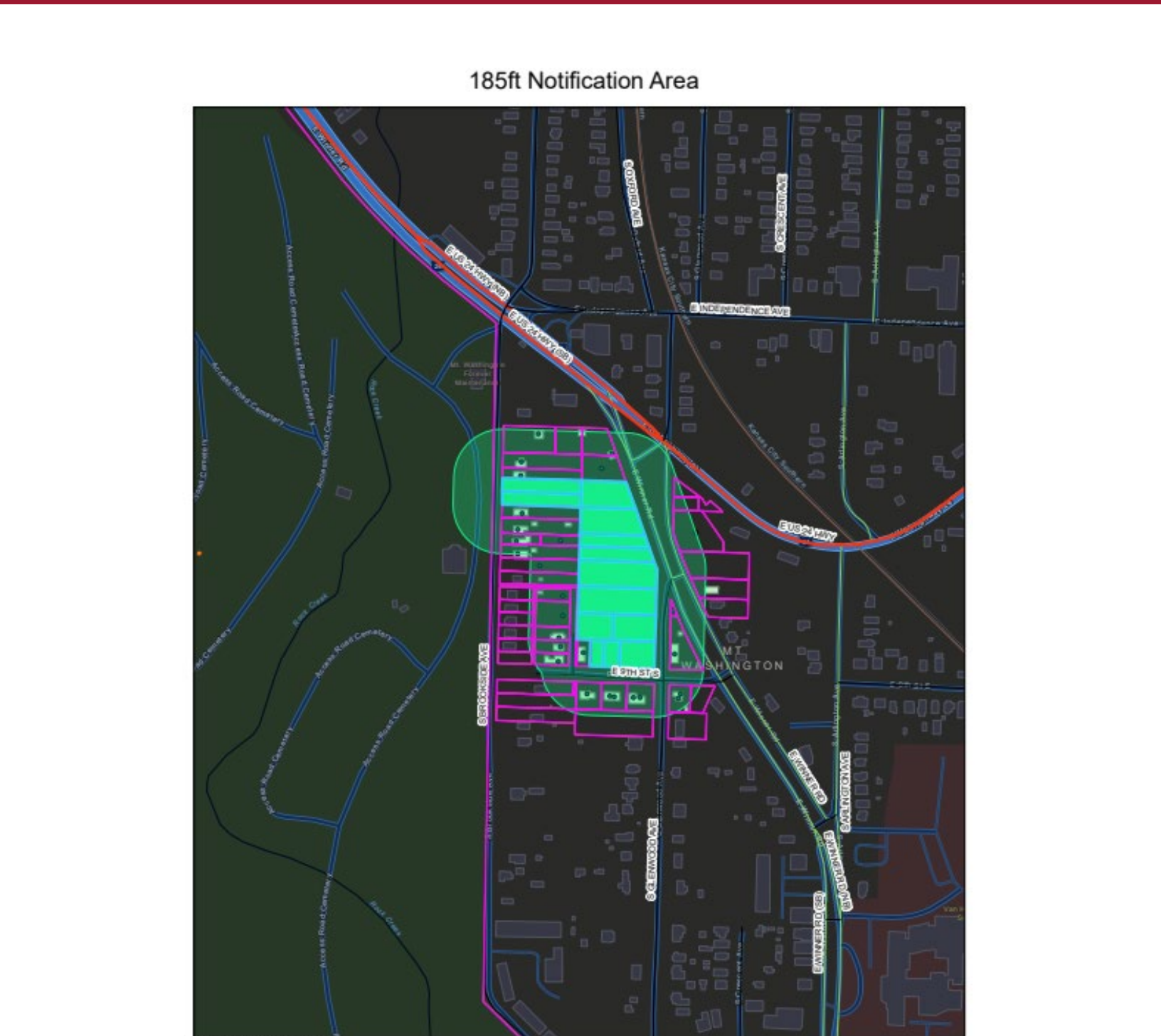
A formal public hearing on this rezoning will be held on **January 14, 2025** by the Independence Planning Commission at 6:00 p.m. The meeting will also be streamed on City 7 and YouTube. The City Council is scheduled to consider action on this request at its 6:00 p.m. meeting on March 3, 2025.

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



12/17/2024, 6:07:34 PM

Streets — Local • Address
Collector Railroads Building Footprint
Highway Rule_1 Parcels

East Community Maps Contributors, City of Independence MO, Missouri Dept. of Conservation, Missouri DNR, © OpenStreetMap, Microsoft, Esri, TomTom, Garmin, SafeGraph, GeoTechnologies, Inc., METINASA, USGS, EPA, NPS, US Census Bureau, USDA, USFWS

City of Independence Missouri (2024)

111 EAST MAPLE AVE. • INDEPENDENCE, MO 64050
INDEPENDENCEMO.ORG



December 18, 2024

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Sincerely,

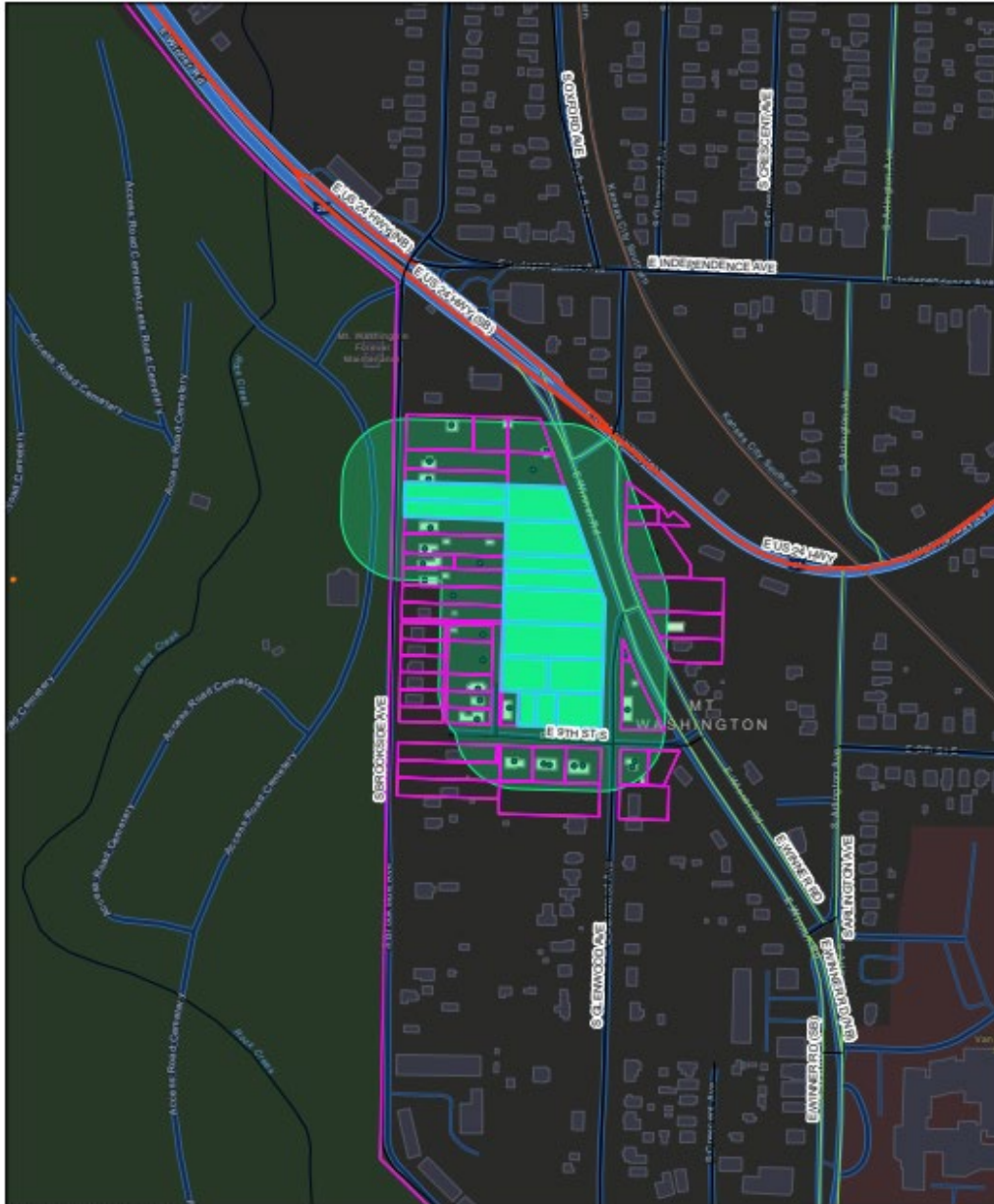
Brian L. Harker
Senior Planner



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, Microsoft, Esri, TomTom, Garmin, SafeGraph, GeoTechnologies, Inc., METI/NASA, USGS, EPA, NPS, US Census Bureau, USDA, USFWS

City of Independence Missouri (2024)

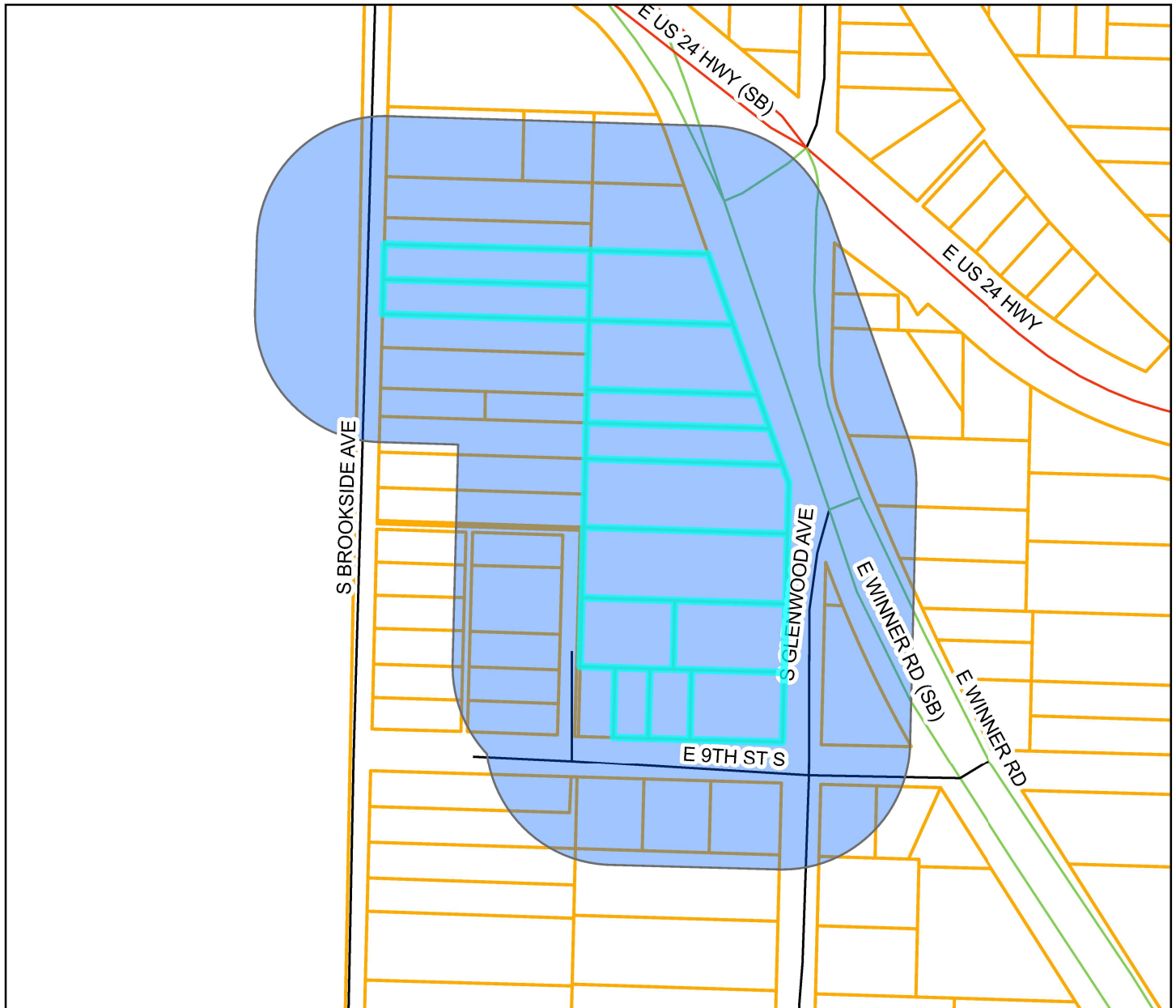
Property Address	Property Owner	Owner Address	City	State	ZIP Code
9345 E WINNER RD	EVANS MARILYN A	10605 LEXINGTON AVE	SUGAR CREEK	MO	64054
731 S BROOKSIDE AVE	WHITTLE ROMIE & SARA	30039 SKYVIEW DR	EDWARDS	MO	65326
9300 E 9TH ST S	MILLER VICKI	9300 E 9TH ST S	INDEPENDENCE	MO	64053
723 S BROOKSIDE AVE	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.

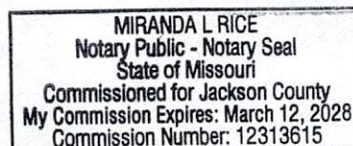


Signature of Agent, Owner or Attorney

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.**

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Signature of Agent, Owner or Attorney

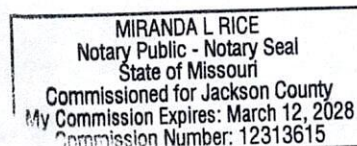
Subscribed and sworn to before me this 19 day of December, 2024.

Miranda L Rice

Notary Public

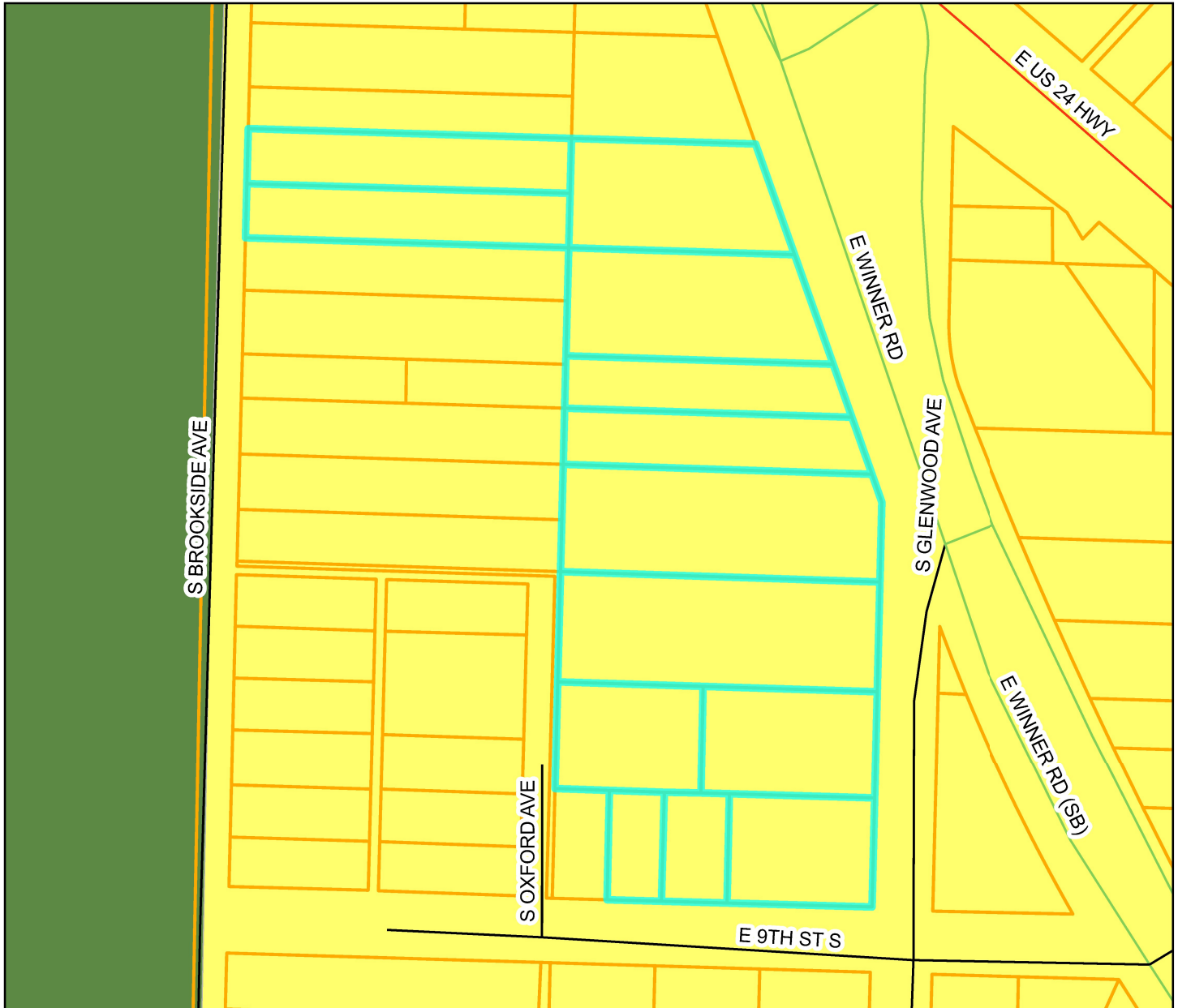
3-12-28

Commission Expiration Date



Comprehensive Plan Map

Permit #25-100-04



Legend

Parcels

Orange outline: Parcels

Streets

Green line: Collector
Red line: Highway
Black line: Local

City Limits

Purple outline: City Limits

Proposed Land Use (Comp Plan)

Yellow fill: Residential Neighborhoods
Green fill: Parks

0 0.03 0.05 0.1 Miles

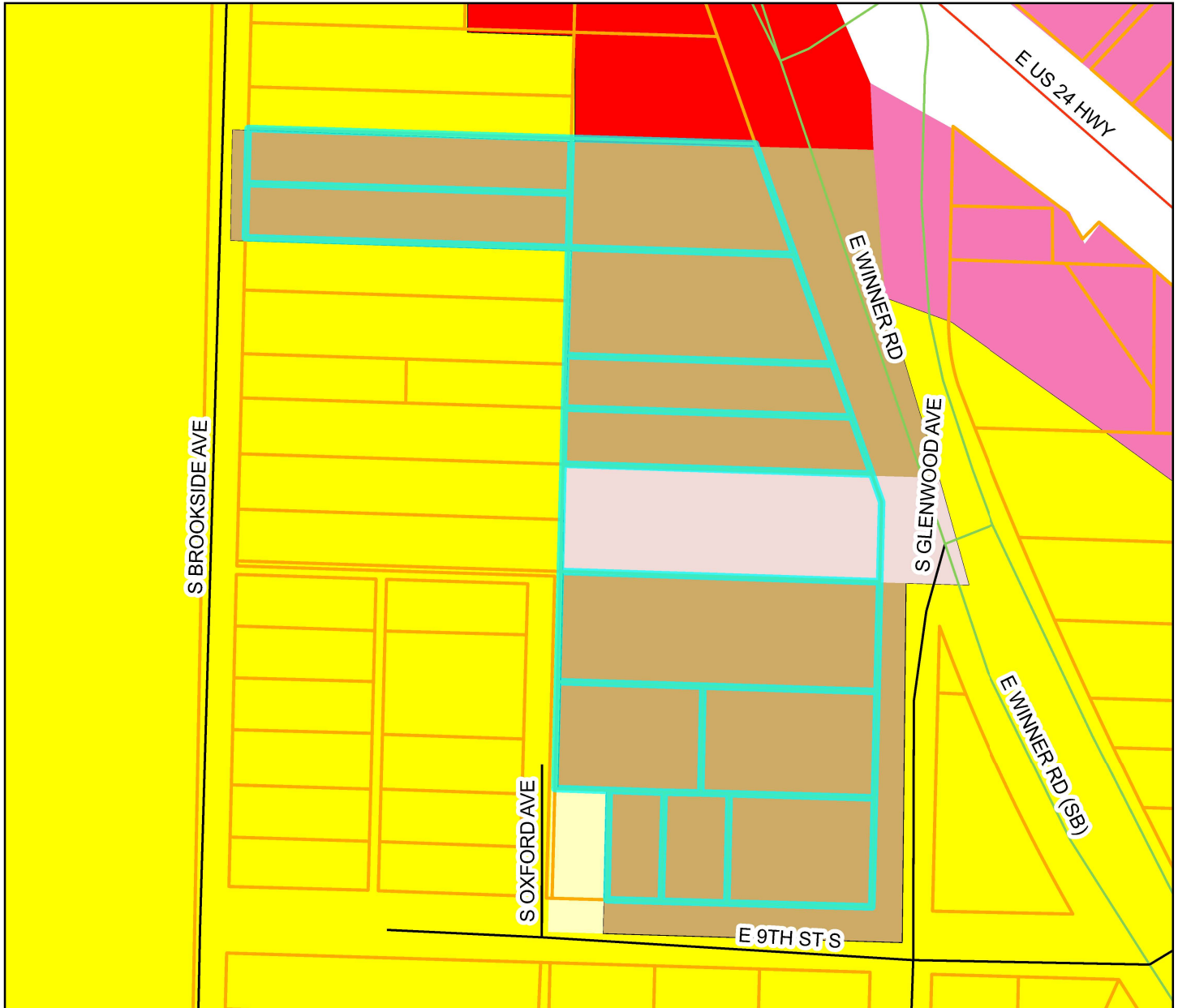
Prepared by: Gabe Glaser

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:

A public hearing for the application 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. ***New Information Only.***

Recommendations:**Background:****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. 1-14-25 Public Notice Proof

INTERIM AD DRAFT

This is the proof of your ad scheduled to run in **Examiner** on the dates indicated below. If changes are needed, please contact us prior to deadline at **(816) 254-8600**.

Notice ID: 7W4SkwoisQBYqDErLhVF | **Proof Updated: Dec. 20, 2024 at 02:02pm CST**
Notice Name: 1/14/25 PC Ad

This is not an invoice. Below is an estimated price, and it is subject to change. You will receive an invoice with the final price upon invoice creation by the publisher.

FILER

Miranda Rice
mrice@indepmo.org
(816) 325-7109

FILING FOR

Examiner

Columns Wide: 1 **Ad Class:** Legals

Total Column Inches: 10.88

Number of Lines: 87

12/28/2024: Other 147.07

Subtotal	\$147.07
Tax	\$0.00
Processing Fee	\$0.00
Total	\$147.07

See Proof on Next Page

Notice of Public Hearing

Notice is hereby given that a public hearing will be held by the Independence City **Planning Commission** at 6 p.m., Tuesday, January 14, 2025, and by the Independence **City Council** at 6 p.m., Monday, March 3, 2025, in the Independence City Hall City Council Chambers (lower level, north entrance) 111 E. Maple Avenue, in Independence, Missouri on the following matter(s):

Case 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).

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).

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).

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).

The Planning Commission will conduct full public hearing on these applications. The City Council will only hear new information that was not presented at the Planning Commission's public hearing if such facts were not reasonably available at the time of the Planning Commission hearing. Any new information proposed to be presented to the City Council must be submitted in writing to the Community De-

velopment Department and Law Department at least seven (7) days prior to the City Council meeting.

Witness my hand this 20th day of December, 2024.

Tom Scannell, Community Development Director
The City of Independence, Missouri is an Equal Opportunity Employer/Contractor/MFD

Published in the Examiner, Dec 28, 2024

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City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

25-010 **2R** 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. **2R Item Passes 7-0 Ord. No. 19656**

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.

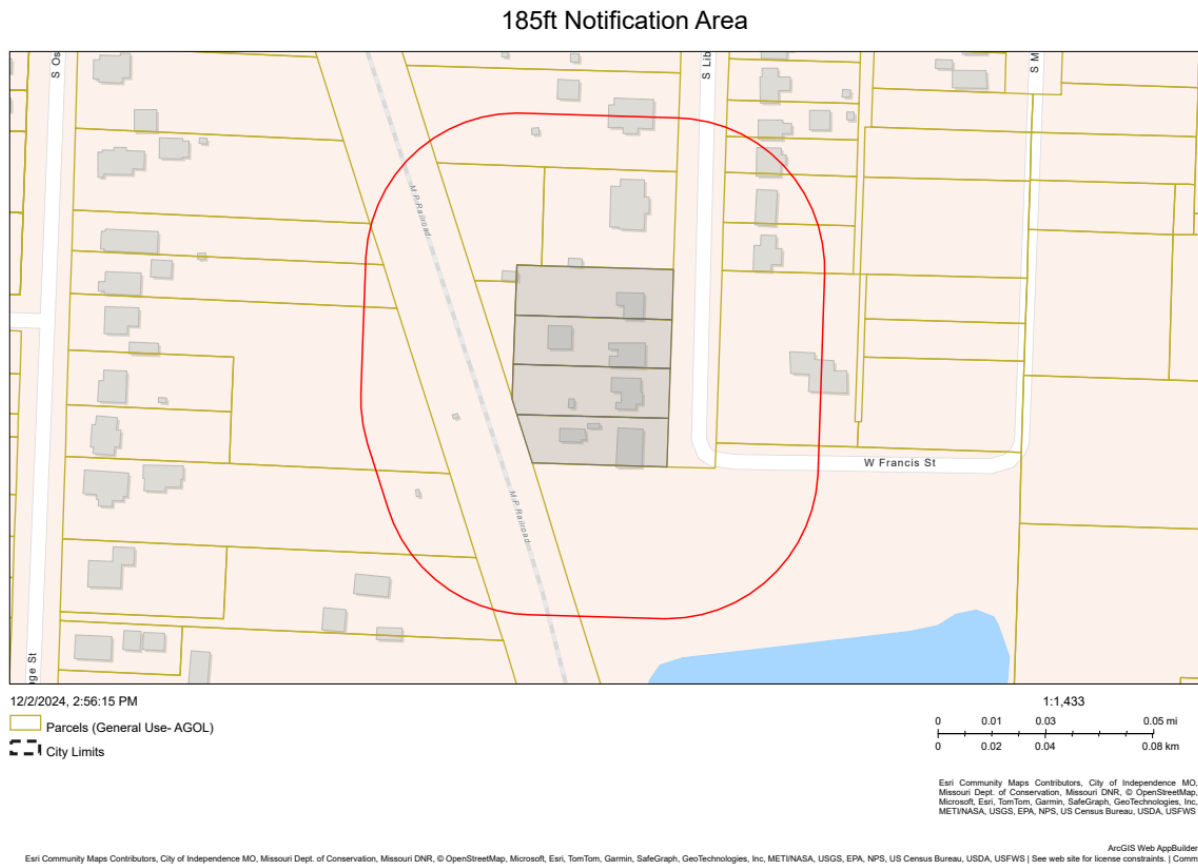
A formal public hearing on this rezoning will be held on **January 14, 2025** by the Independence Planning Commission at 6:00 p.m. The meeting will also be streamed on City 7 and YouTube. The City Council is scheduled to consider action on this request at its 6:00 p.m. meeting on March 3, 2025.

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

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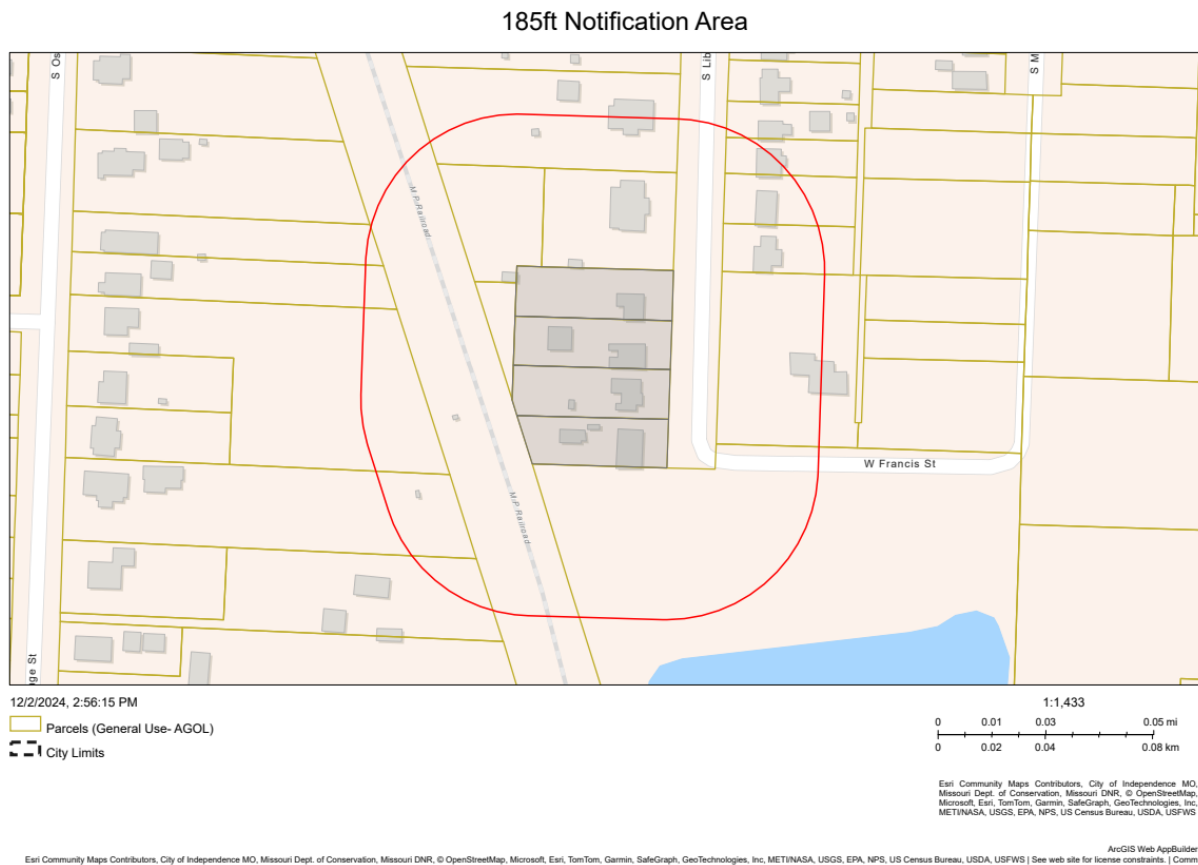
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Property owners included in this rezoning have a right to legally protest the application. Forms are available in the Community Development Department at City Hall.

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

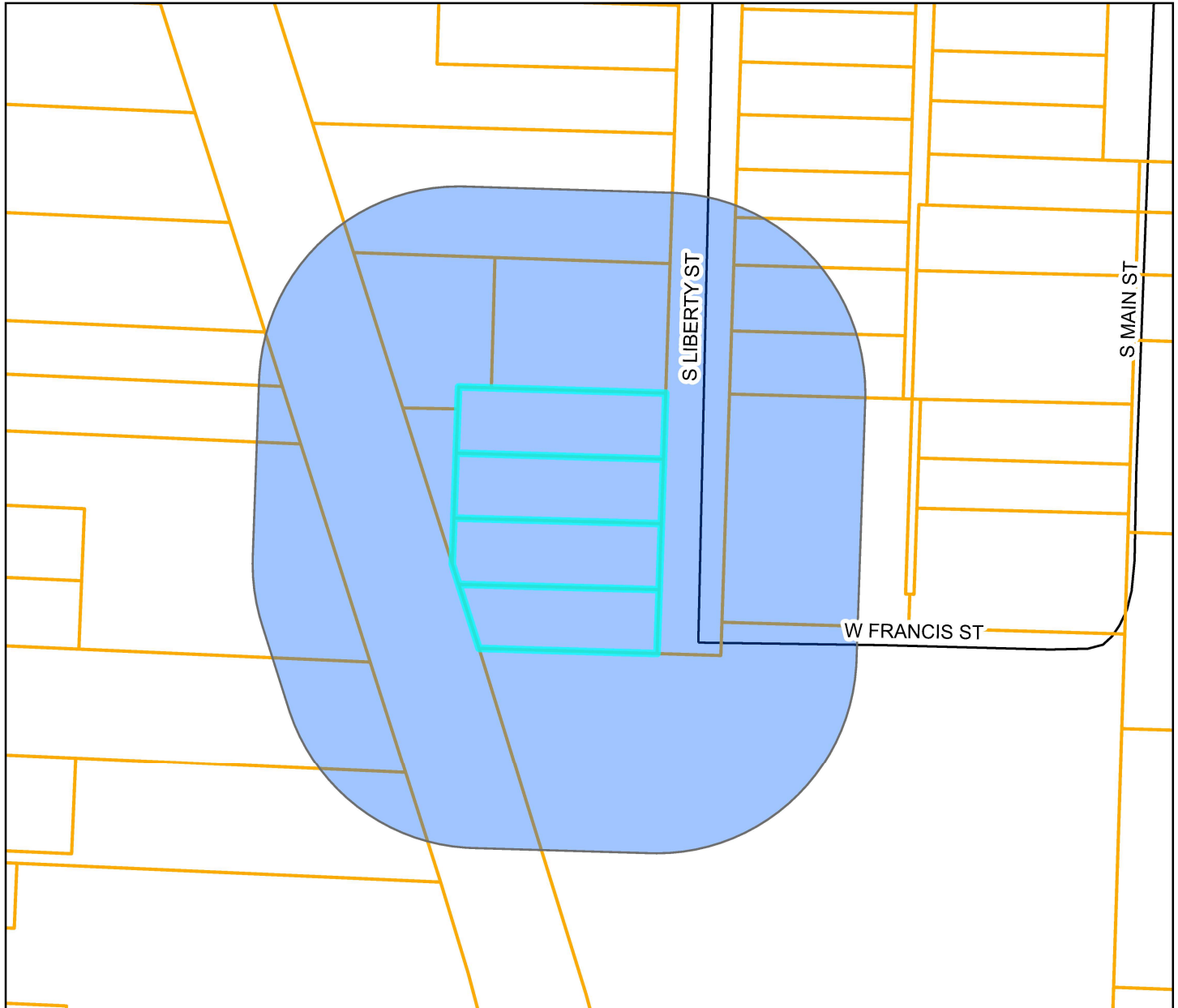


Property Address	Property Owner	Address	City	State	ZIP Code
NO ADDRESS ASSIGNED BY CITY	LAND TRUST OF JACKSON COUNTY MISSOURI	4035 CENTRAL ST	KANSAS CITY	MO	64111
1401 S LIBERTY ST	SIGNAL HOME SOLUTIONS LLC	2217 SE 3RD ST	LEES SUMMIT	MO	64063
1421 S OSAGE ST	MCBEE PROPERTIES LC	1203 E US 24 HWY	INDEPENDENCE	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

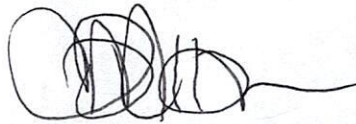
COUNTY OF JACKSON

Case No. 25-100-05 (Internal)

I, Je'Nai Moulon, of lawful age being first duly sworn upon oath, state:

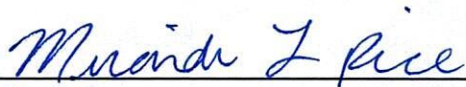
That I am the (agent, owner, attorney) for the property for which the application was filed and did, not later than fifteen (15) days prior to the date of the public hearing scheduled before the Planning Commission, mail notices to all persons owning property within 185 feet of the subject property.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



Notary Public

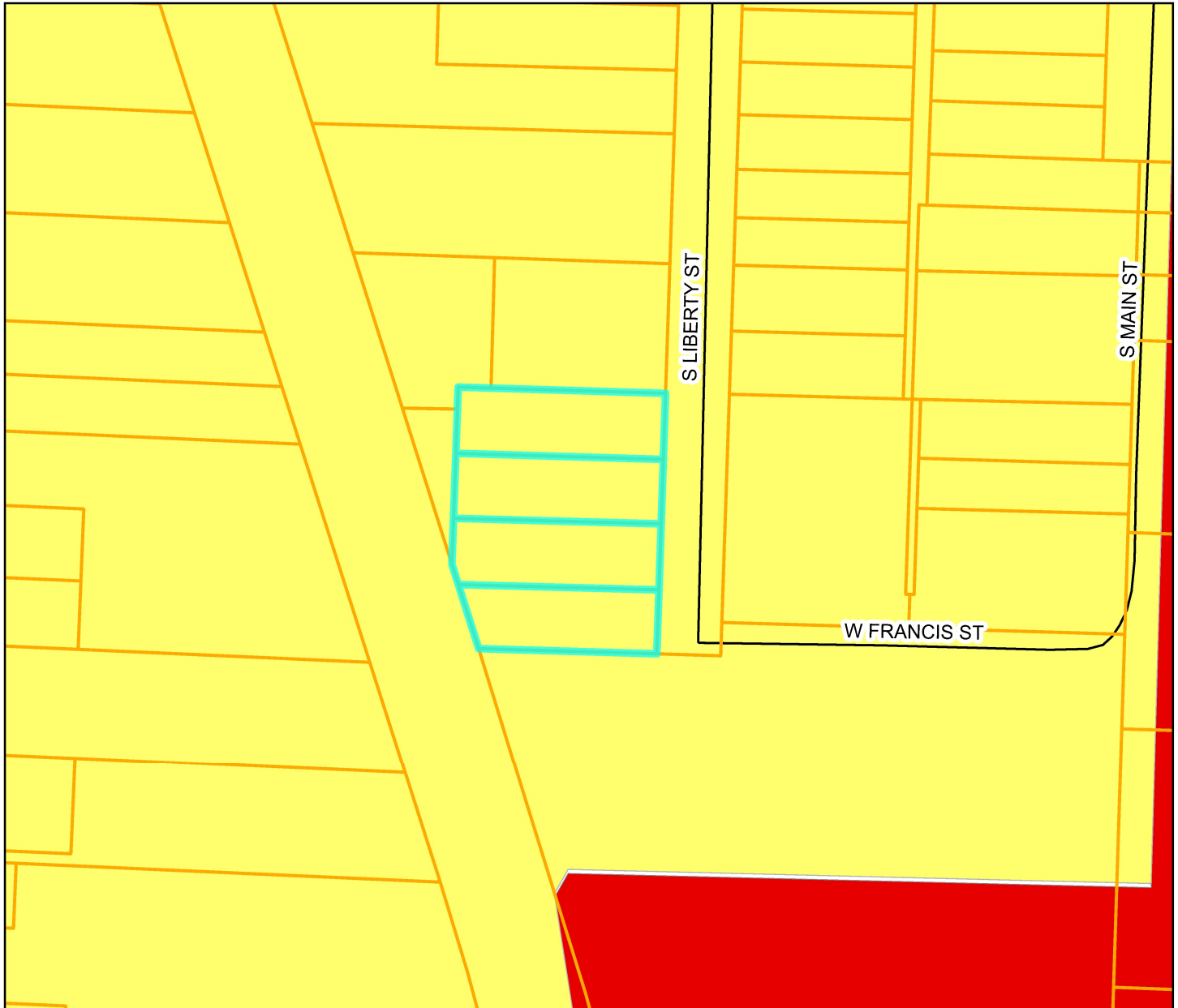
3-12-28

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

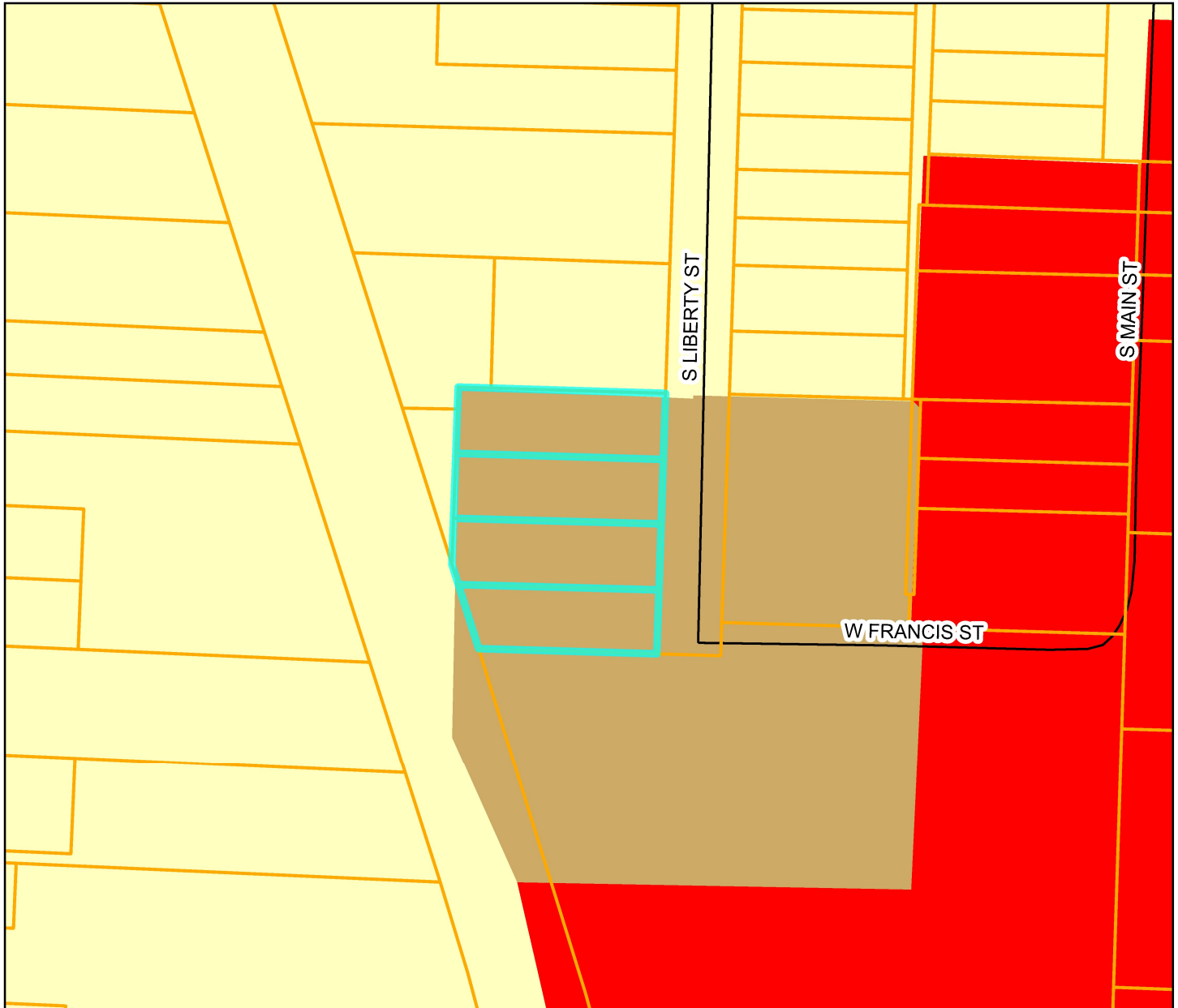
Prepared by: Gabe Glaser

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:

Council action is requested on the application received from KC Galaxy, LLC for Retail Selling of Intoxicating Liquor of all kinds in the original package for Galaxy Liquors that will be located at 2321 S. Lee's Summit Rd. **Item Fails 0-7**

Recommendations:

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

Background:

The applicant is requesting City Council approval for a Retail Selling of Intoxicating Liquor of all kinds in the original package license. The applicant has also requested a Sunday Sales and Tasting Permit license. These licenses will be approved administratively should the City Council approve the license. The hours of operation will be Monday – Sunday 9:00 am to 11:00 pm. The applicant has indicated that this location will have alcohol sales that meet the City's Alcoholic Beverage Code.

Background:

Applicant: KC Galaxy, LLC

Name of business: Galaxy Liquors

Business Address: 2321 S. Lee's Summit Rd.

Size of establishment (includes outdoor patio space if applicable): Galaxy Liquors will be operating within approximately 3,000 square feet of space at 2321 S Lee's Summit Rd.

Liquor License Types: Retail Selling of Intoxicating Liquor of all kinds in the original package license including Sunday Sales and Tasting Permit

Types of Alcohol to be sold/served: Various types of intoxicating liquor in original package

History of any liquor license at this location; if a new building, provide a brief update on the construction: Galaxy Liquors plans to operate as liquor store leasing the standalone commercial space located at 2321 S. Lee's Summit Rd. Quik Trip operated in this space with an active liquor license since 1991 and closing in 2024. This space has been vacant since Quik Trip closed. There are other liquor establishments within 1,000 feet: Hy-Vee Food and Drug Store (Hy-Vee Market Grille and Hy-Vee Gas included) to the west, Walgreen's and KC Quick 6 to the north, and Aldi Store to the east.

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

Managing Officer Information and results from background check: KC Galaxy, LLC has indicated Nancy E. Whiton will serve as the appointed managing officer. The background investigation conducted by the Missouri State Highway Patrol on Nancy E. Whiton revealed she meets the requirements of the Alcoholic Beverages code.

Emergency Justification:

Fiscal Impact:

Council Action:

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

REVIEWERS

Tom Scannell
Jeremy Cover
Zachary Walker
Susanne Holland

ATTACHMENTS:

1. Redacted KC Galaxy Liquor Application
2. Aerial Map - KC Galaxy
3. Zoning Map - KC Galaxy
4. Notification Map - KC Galaxy
5. Notification Letter KC Galaxy
6. Notification Addresses

Hazelton & Laner LLP

attorneys at law

STEPHANIE G. HAZELTON

Suite 650
4600 Madison
Kansas City, Missouri 64112
(816) 753-5678
Fax (816) 753-6208

January 27, 2025

ELECTRONIC TRANSMISSION AND FIRST CLASS MAIL

Mr. Jordon Ellena
Regulated Industries Division
111 E. Maple Avenue
Independence, Missouri 64050

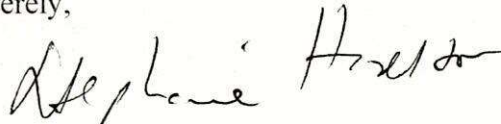
Re: 2321 S Lee's Summit Road
Independence, Missouri 64050

Dear Mr. Ellena:

This law firm represents KC Galaxy, LLC, a limited liability company seeking to acquire the closed Quik Trip at 2321 S Lee's Summit Road, Independence, Missouri 64050. Enclosed are our client's liquor and business license applications. Also enclosed are renderings of the remodeled location, financial projections of the proposed business and some information about our client group and their other closed Quik Trip acquisitions and remodels.

I look forward to discussing this proposed project with you.

Sincerely,



Stephanie G. Hazelton



Liquor License

Application Form

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

Application Type: ☒ Package ☐ Drink ☐ Manufacturing ☐ Wholesale ☐ Special ☐ Ownership Change

Business Information

This Business is a: ☐ Sole Proprietor ☐ Partnership ☐ LP ☒ LLC ☐ Corporation

Legal Name of Entity KC Galaxy LLC

Type of Business Liquor Store

Galaxy Liquors

Doing Business as (d/b/a) (if different than above)

Physical Address 2321 S Lees Summit Road Independence, Missouri 64055

Mailing Address (if different from above) 4600 Madison Ave, Suite 650, Kansas City, MO

Phone 816-753-5678 Cell Phone 816-686-0549 Email Nancy@h/blaw.net Zip 64112

State & Date of Incorporation or Organization Missouri 9-30-24

Missouri Retail Sales Tax Number

Date business scheduled to open May 1, 2025 - Estimated

Give dimensions or square footage of the building, outdoor patio, and any other areas in which alcoholic beverages may be stored or dispensed: Diagram attached

Is the proposed location within 300 feet of a church, school, or hospital? No

Proposed hours of operation: 9:00 am - 11:00 pm 7 days each week

If existing business, from whom was the business purchased? N/A

Date of purchase: _____ Date of Possession: Upon issuance of all liquor

Does the former owner of the business have any interest, either directly or indirectly, in the business for which you seek a license? If so, explain: licenses

N/A

I hereby apply to the City of Independence, MO, for the following license(s) for the business and premises described above (mark all license types for which you are applying on page 2). I also certify that the information given in this application is true to the best of my knowledge and that the license is non-transferable. I also agree that this business will observe the restrictions specifically enumerated in Chapter 2 of the Independence City Code related to alcoholic beverages.

Nancy E. Whiton
Signature of Applicant

Nancy E. Whiton
Printed Name

Managing Officer
Title

January 14, 2025
Date

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

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

Package Liquor Licenses

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

Drink Licenses

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

Manufacturing, Distilling, Blending Licenses

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

Wholesale Licenses

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

Special Licenses

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

Managing Officer, Sole Owner, or Managing Partner Information

Full Name: Nancy E. Whiton
 Sex: F Age: 71 Height: 5' Weight: 200 Date of Birth: [REDACTED] Place of Birth: Akron, Ohio Social Security Number: [REDACTED] Are you a U.S. Citizen: Yes
 Home Address: 4037 Oak City: Kansas City State: MO Zip: 64111
 Place of Employment (other than business): Hazelton & Laner, LLP Employment Phone: 816-753-5678 Email: Nancy@h16law.net
 Employment Address: 4600 Madison Ave, Suite 650, Kansas City, MO State: MO Zip: 64112

City or Town where the Managing Officer, Sole Owner, or Managing Partner pays taxes:

Kansas City, MO

Will this person be in active control and management of this business? Please explain (part-time/full-time, etc.):

Part Time - Liquor Licensing Compliance

Have you, any partner or employee ever been arrested anywhere in the United States for the violation of any City, State or Federal Law? If so, who, where, when and what offense (do not include minor traffic offenses):

No

Have you, any partner or employee ever been the holder of a license to manufacture or sell alcoholic beverages, which was revoked? If so, explain:

No

Have you, or any member of your household or immediate family, ever made application for a permit for the Director of Liquor Control that was denied? If so, explain and provide approximate date of denial:

No

Do you rent or lease the premises for which this business is to be used? If so, give terms of rent or lease, and name and address of property owner:

Property will be required when liquor license is approved.
Rent will be \$7,000 per month. Landlord entity will be
created closer to closing Date of real property.

Partnership or Member Information (complete only for partnerships or LLCs with multiple members)

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

Pradipkumar Patel 37.5% 9374 Cottonwood Canyon Dr., Lenexa, KS 66219
Amitkumar Patel 37.5% 9366 Cottonwood Canyon Dr., Lenexa, KS 66219
Sankit Rathod 25% 1717 NE Ravenwood Dr., Lee's Summit, MO 64086

Corporate Information (complete only for a corporation)

List full name, complete address, phone number, date of birth and Social Security Number of all corporate officers:

President: _____

Vice President: _____

Secretary: _____

Treasurer: _____

Managing Officer: _____

Names, address, and phone number of shares owned of all stockholders who hold 10% or more of the capital stock:

Is the corporation or any stockholder or the managing officer thereof, or any member of his/her household or immediate family, have interest directly in any other permit issued by the Director of Liquor Control? If so, explain:

Has any stockholder of the corporation or an officer ever been employed by any person, partnership, or corporation that had a license revoked or suspended? If so, who, where, when and what offense:

Alcoholic Beverage Code Certifications – Adult Materials

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

Alcoholic Beverage Code Certifications – Allow Entry for Inspection

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

Alcoholic Beverage Code Certifications – Restaurant Liquor Sales

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

Alcoholic Beverage Code Certifications – Package Liquor Sales

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

- ☒ This location will have alcohol sales that are less than 90% of gross store sales.
☐ This location will have alcohol sales that are more than 90% of gross store sales.

Additional Documentation Required

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

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

KANSAS CITY ELECTION BOARD

Union Station - Lower Level
30 West Pershing Rd, Suite G10, K.C., MO 64108 (842-4020)

PRESORTED
FIRST-CLASS MAIL
U.S. POSTAGE
PAID
KANSAS CITY, MO
PERMIT NO. 737



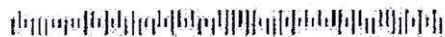
ELECTION: Primary
DATE: 8/5/2014
YOUR WARD 04 & PRECINCT 09



Voter ID #25662366
*****AUTO**SCH 5-DIGIT 64111
Nancy E. Whiton
4037 Oak St.
Kansas City, MO 64111-1612

YOUR VOTING LOCATION IS:
ST. PAUL'S EPISCOPAL CH
11 E. 40TH ST. PARISH
ROOM (GYM)

VOTE HERE - 6 a.m. - 7 p.m.





No Match Notification

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

Date of Search: 01/26/2025

Name (1): AMITKUMAR PATEL

Name (2):

Name (3):

Date Of Birth:

SSN:

Control Number: 7014946

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

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



No Match Notification

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

Date of Search: 01/26/2025

Name (1): PRADIPKUMAR PATEL

Name (2):

Name (3):

Date Of Birth: [REDACTED]

SSN: [REDACTED]

Control Number: 7014945

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

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



No Match Notification

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

Date of Search: 01/26/2025

Name (1): SANKIT RATHOD

Name (2):

Name (3):

Date Of Birth:

SSN:

Control Number: 7014947

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

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



No Match Notification

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

Date of Search: 01/26/2025

Name (1): NANCY WHITON

Name (2):

Name (3):

Date Of Birth:

SSN:

Control Number: 7014948

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

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

KANSAS CITY ELECTION BOARD

Union Station - Lower Level
30 West Pershing Rd, Suite 610, K.C., MO 64108 (842-4820)



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PAID
KANSAS CITY, MO
PERMIT NO. 707

ELECTION: Primary
DATE: 8/5/2014
YOUR WARD 04 & PRECINCT 09



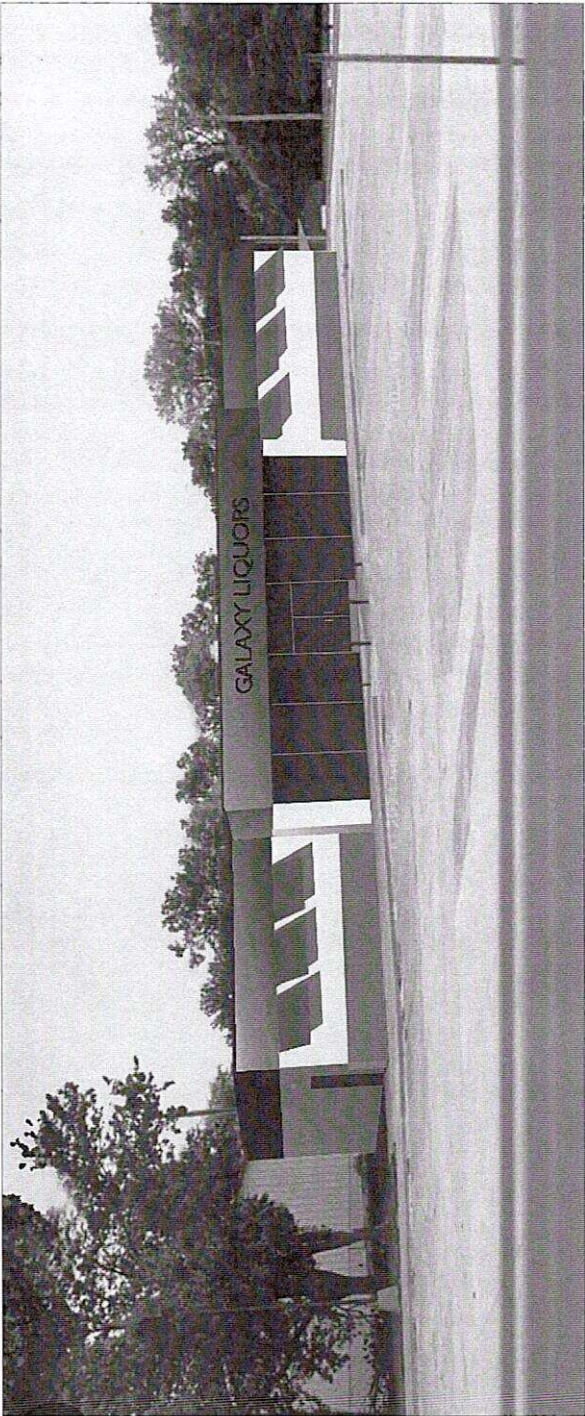
Voter ID #25662366
*****AUTO**SCH 5-DIGIT 64111
Nancy E. Whiton
4037 Oak St
Kansas City, MO 64111-1612

YOUR VOTING LOCATION IS:
ST. PAUL'S EPISCOPAL CH
11 E. 40TH ST PARISH
ROOM (GYM)

VOTE HERE - 6 a.m. - 7 p.m.







FRONT VIEW

DLA ARCHITECTURE + INC.
www.dlaarchitecture.com
970-206-0060 • OFFICE
970-206-0061 • MOBILE

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strictly prohibited and may result
in legal action.

PROJECT:
GALAXY WINE & SPIRITS
232 LEE'S SUMMIT ROAD
Sedalia, Missouri 64555

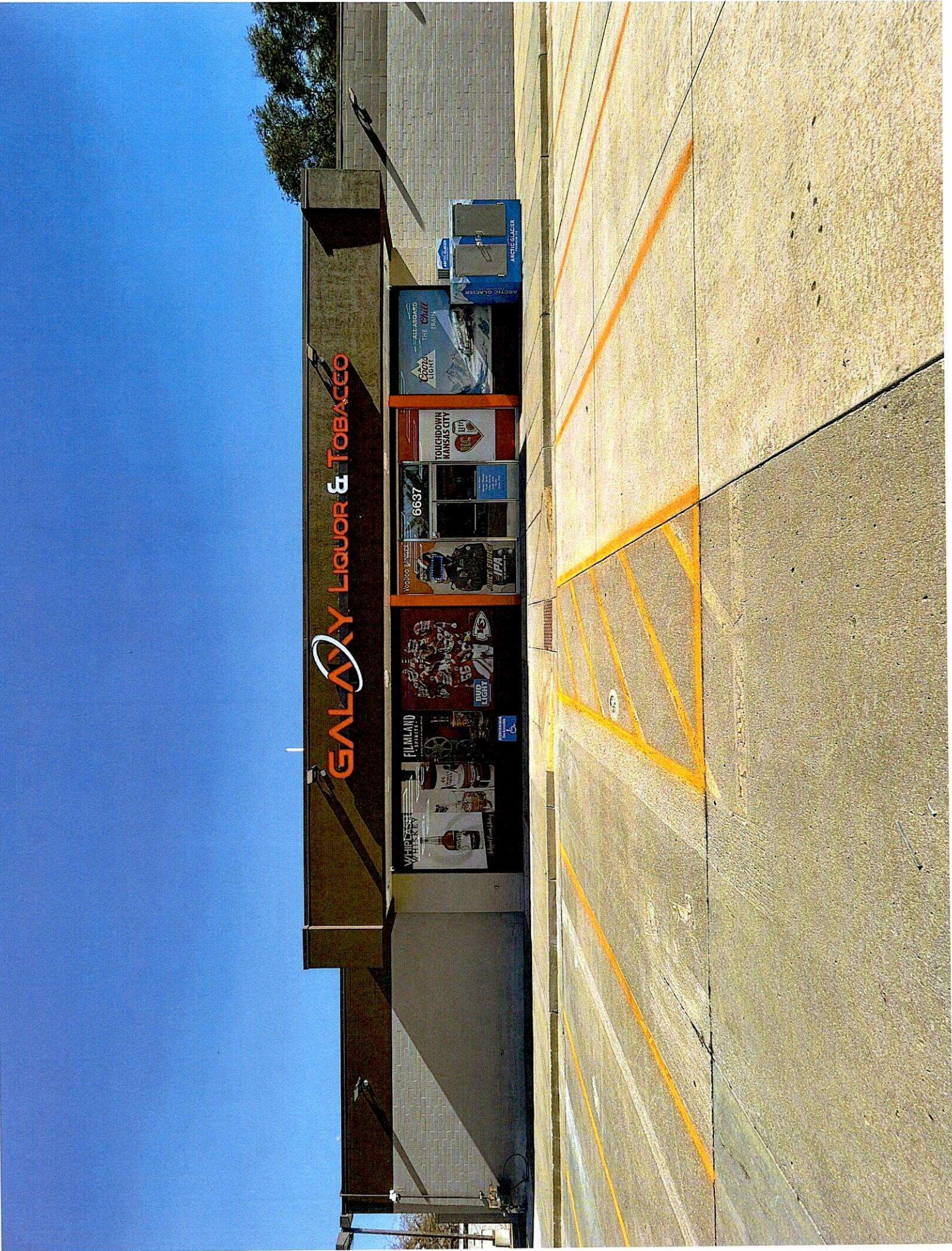
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CONTRACT INITIATION
JUNE 30, 2024
AS-BUILT MEASURING/COMPLETION
7/7/24
OWNERS DESIGN REVIEW
7/7/24
PLANNING PRE-APP REVIEW
7/7/24
PLANNING SPECIAL USE SUBMITTAL
7/7/24
OWNERS CD REVIEW
7/7/24
PLANS AVAILABLE FOR PERMIT SUBMIT
7/7/24
PLANS PERMIT RESUBMIT
7/7/24

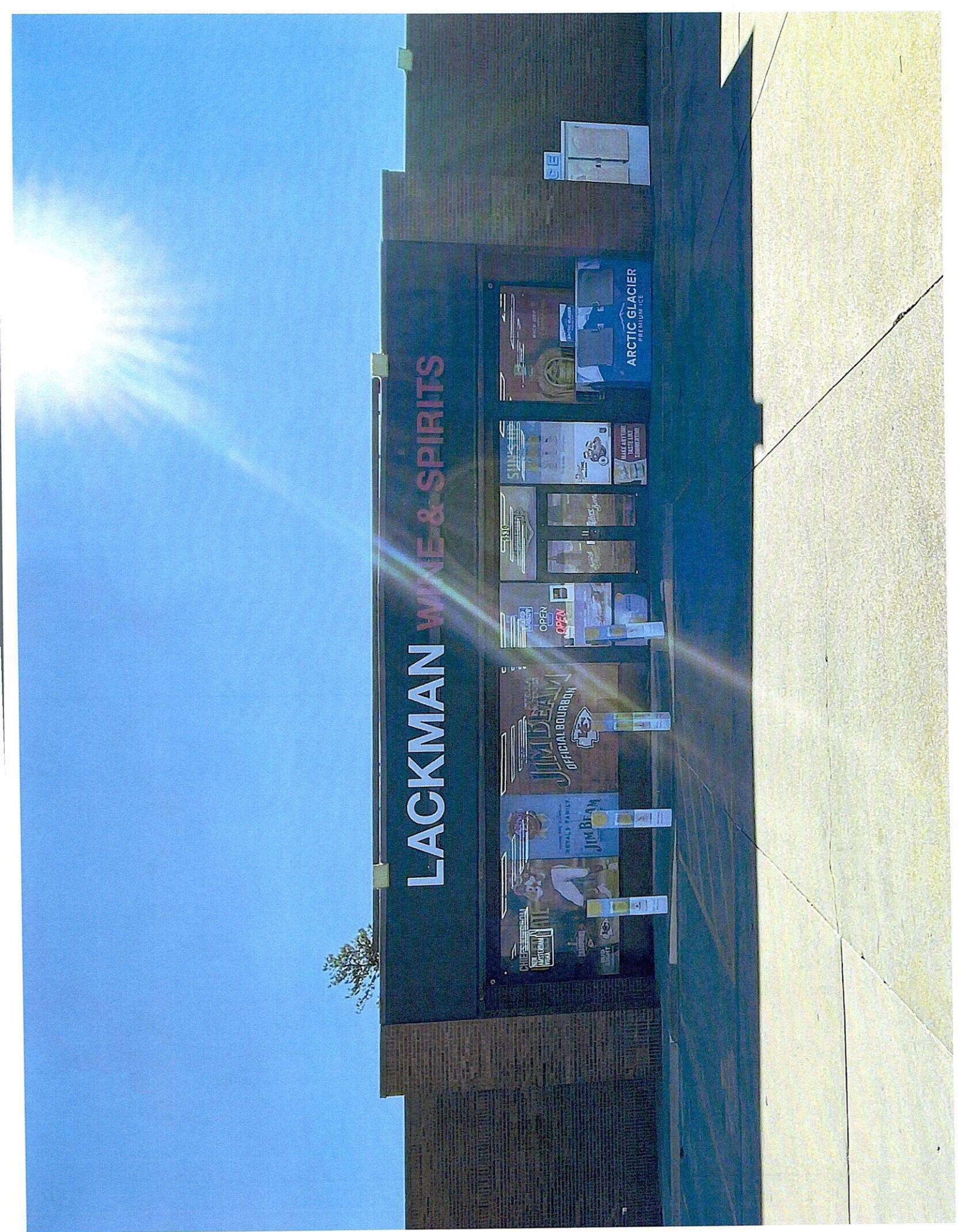
REVISIONS:
1. REVISED PER CITY
7/7/24
2. REVISED PER CITY
7/7/24

SHEET TITLE:
FRONT VIEW

SHEET NO.:
A0

PROJECT NUMBER:
063024









INDEPENDENCE
* COMMUNITY DEVELOPMENT *

PD CK# 249163 \$439.25
1/28/25 DP

Business License Application Form

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

Business Information

Application Type: ☒ New ☐ Renewal ☐ Change of Ownership ☐ Address Transfer (in-town) ☐ Temporary Business

KC GALAXY LLC

Name of Business
GALAXY LIQUORS

Account Number (existing accounts only)

Doing Business as Name (d/b/a) (if different than above)
LIQUOR STORE

Description of Business Activity
23321 S LEE'S SUMMIT ROAD

Business Address
INDEPENDENCE

Suite/Unit #
MISSOURI

City
8167535678

State
8166860549

Zip
NANCY@HLBLAW.NET

Phone

Cell Phone

Email

This Business is: ☐ Sole Proprietor ☐ Partnership ☐ Corporation ☐ LP ☒ LLC
Business Type: ☐ Home, Phone or Mail-based ☒ In-Town ☐ Out-of-Town

Consult the Business License Guide for Following Types of Businesses for additional requirements:
Medical Marijuana, Pawn Shop, Short-Term Rental, Taxi, Trash/Refuse Hauler, Watch Guard

Does the business include retail sales: ☐ No ☒ Yes

Missouri Sales Tax Number: 30005477

Date of Incorporation or Organization: 09/30/2024

State of Incorporation or Organization: MISSOURI

Number of Employees: 3

FEIN or SSN: 332697517

Do you certify that your business holds the required liability insurance and/or workers' compensation coverage?
☐ No ☒ Yes If yes, email certificate of insurance to insurancecerts@indepmo.org.

Owner Information

PRADIPKUMAR PATEL

Business Owner
9374 COTTONWOOD CANYON DRIVE

Mailing Address
LENEXA

Suite/Unit #
KANSAS

City
9139089973

State

Zip
INFO@KCGALAXY.COM

Phone

Cell Phone

Email

STEPHANIE HAZELTON

Individual Responsible (if different than above; license and renewals sent to this contact)
4600 MADISON AVENUE

SUITE 650

Mailing Address
KANSAS CITY

Suite/Unit #
MISSOURI

64112

City
816-753-5678

State

Zip
NANCY@HLBLAW.NET

Phone

Cell Phone

Email

Calculation

If applying for an Insurance Company, Pawn Shop or Watch Guard License, you will need to consult the Schedule of Fees for the fee amount due.

The **minimum** business license fee is \$75, **maximum** fee is \$50,000.
 Use the formula below (number 6) to calculate the cost of the license.

		Total Fee Due
1. Change of Ownership	\$50 fee	
2. Address Transfer (in-town only)	\$50 fee	
3. Temporary Business	\$150 fee	
4. New Food Truck (out-of-town only)	\$25 fee	
5. New Small Business (10 or fewer employees, 1 st year)	\$75 fee	\$75.00
6. New Business or Renewal *If projected gross receipts is less than \$25,000, skip to Line E		
A. Projected gross receipts for next 12-month period	\$1,200,000.00	
B. Subtract \$25,000 from Line A	\$1,175,000.00	
C. Divide Line B by \$1,000	\$1,175.00	
D. Multiply Line C by 0.31	\$364.25	
E. Add in the minimum fee (\$75.00)	\$75.00	
	Total Base Fee Due (Lines A-E)	\$439.25

If the business will include the following, add in the additional fees below:

7. Taxicabs (with Council approval)	@ \$25 per vehicle	
8. Trash Hauler (with Council approval)	@ \$25 per vehicle	
9. Amusement Device	@ \$15 per machine	
10. Billiard Table	@ \$20 per table	
11. Coin Operated Pool Table	@ \$10 per table	
12. Game Board	@ \$50 per board	
13. Juke Box	@ \$50 per machine	
14. Public Dance License	\$60 per year or \$10 per month	

TOTAL FEES DUE WITH APPLICATION (Add lines 1-14 for total fee due) **\$439.25**

By signing below, you certify that the information given in this application is true to the best of your knowledge and that the license is non-transferable. You also agree that you will observe the restrictions specifically enumerated in Chapter 5 of the Independence City Code related to business and occupation licensing and that you will notify us if you discontinue your business.

X 
 Signature of Applicant

PRADIPKUMAR PATEL

Printed Name

MEMBER

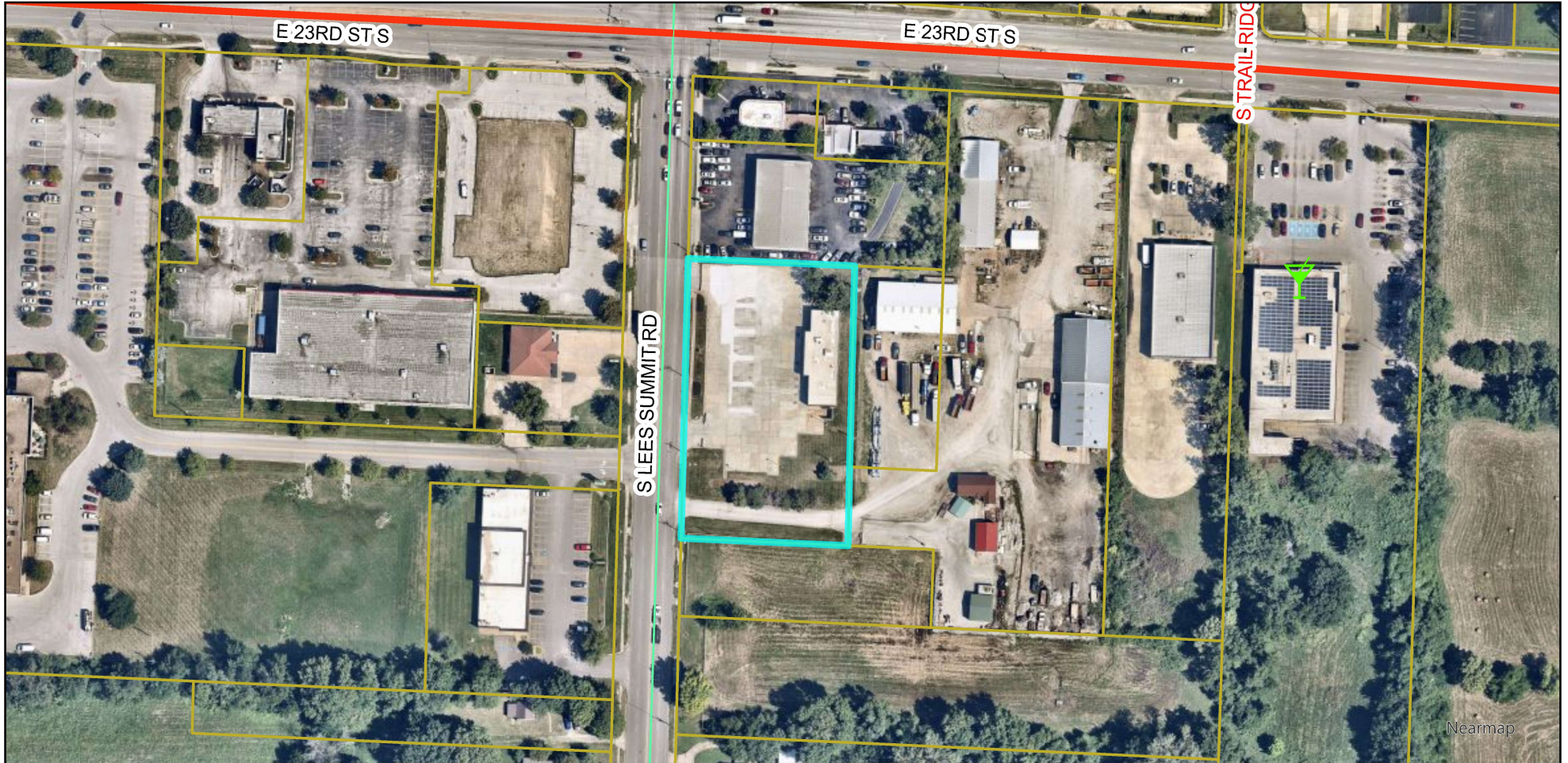
Title

Date

1/27/2025

Aerial Imagery

2321 S Lees Summit Rd



Legend

Streets

- Highway
- Local

- Major Arterial
- ▲ Liquor Licenses-Active
- Houses of Worship

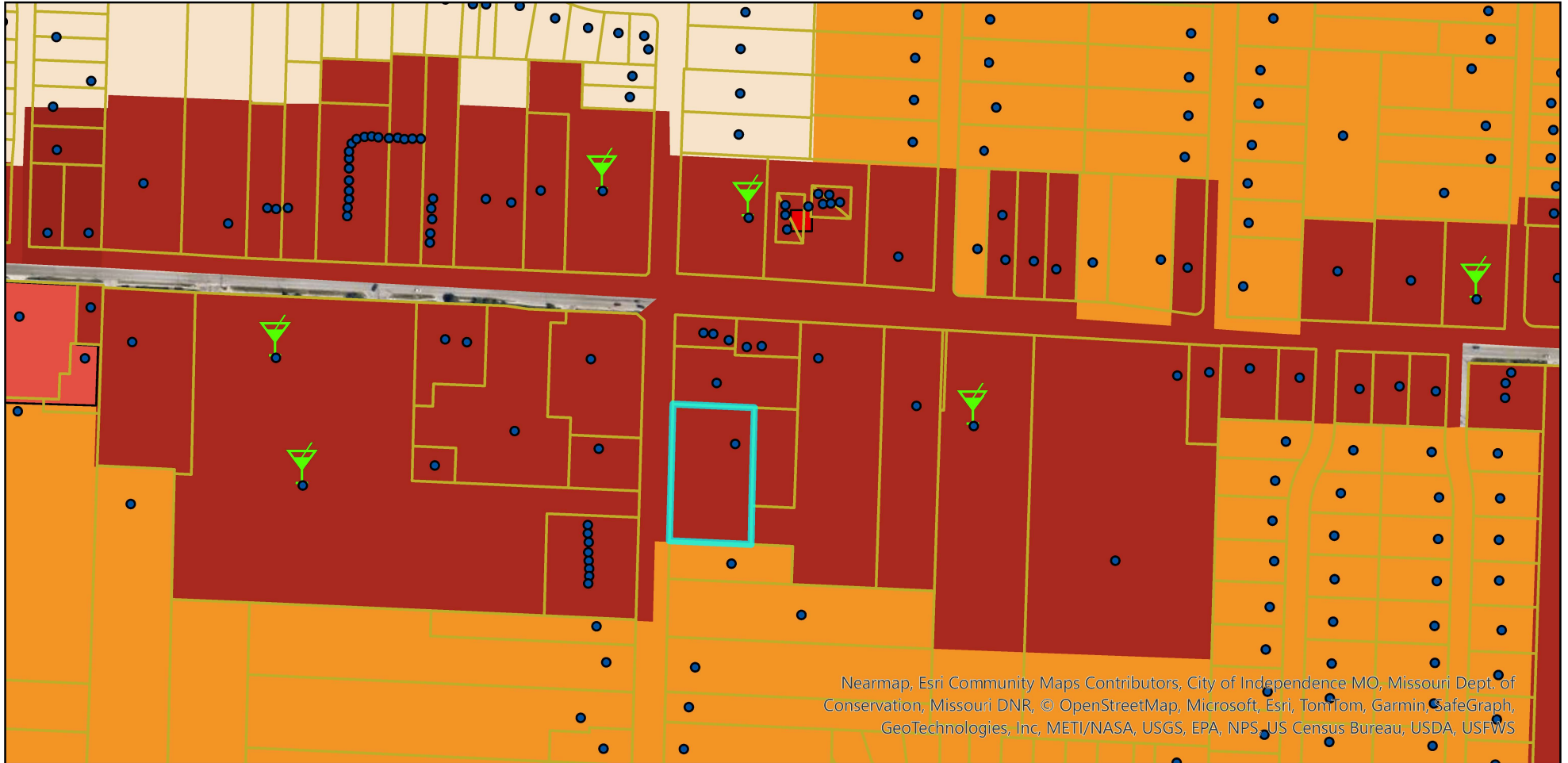
0 100 200 400 Feet

Prepared For: City Council
Community Development Department
Meeting Date: March 3, 2025



Zoning Map

2321 S. Lee's Summit Road



Nearmap, Esri Community Maps Contributors, City of Independence MO, Missouri Dept. of Conservation, Missouri DNR, © OpenStreetMap, Microsoft, Esri, TomTom, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, EPA, NPS, US Census Bureau, USDA, USFWS

Legend



Zoning District (Traditional Colors)

C-1
C-2

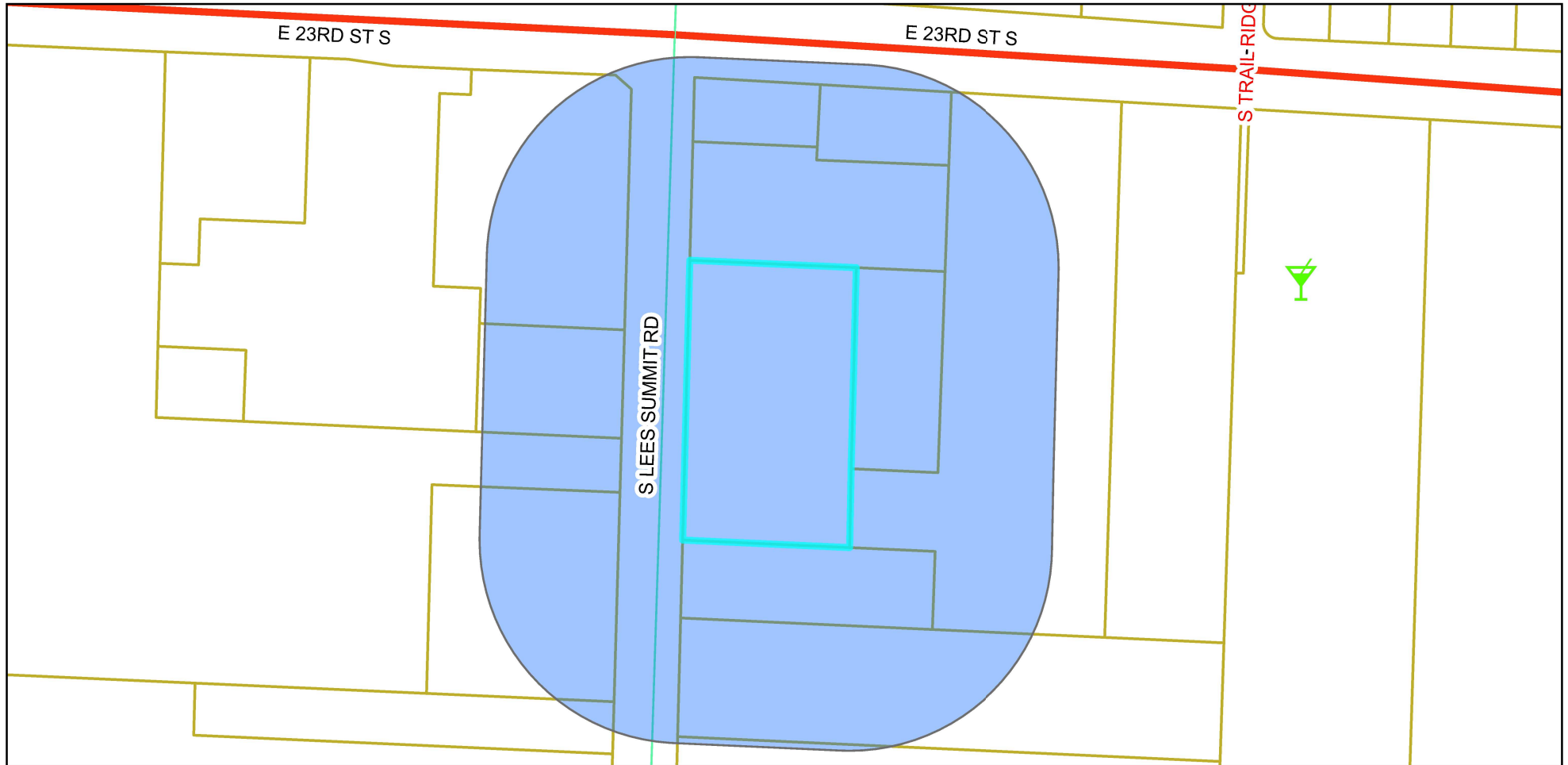
C-2/SUP
O-1
R-6
R-12

0 0.05 0.1 0.2 Miles

Prepared For: City Council
Community Development Department
Council Meeting Date: March 3, 2025

Notification Area

2321 S Lees Summit Rd



Legend

 Notification Area

Streets

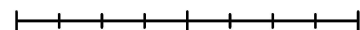
 Highway

 Local

 Major Arterial

 Liquor Licenses-Active

 Houses of Worship

0 100 200 400 Feet


Prepared For: City Council
 Community Development Department
 Meeting Date: March 3, 2025





February 17, 2025

Dear Property Owner:

KC Galaxy, LLC submitted a liquor license application for the Retail Selling of Intoxicating Liquor of all kinds in the original package including Sunday Sales with the City of Independence Regulated Industries Division. The application is for Galaxy Liquors planning to be located at 2321 S. Lee's Summit Rd., Independence, MO, 64055.

City Code requires written notification of the public hearing to all Property Owners within three hundred (300) feet of the proposed premises. The public hearing pertaining to this case is scheduled for the regular City Council meeting at 6:00 p.m., Monday, March 3, 2025 in Council Chambers at 111 East Maple Ave.

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

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

Regards,

Jill M. Dodson

Jill M. Dodson
Regulated Industries Supervisor

Owner	Address	City	State	Zip Code
ODELL LINDA L-TRUSTEES	24501 E LANGSFORD	LEE'S SUMMIT	MO	64063
SPP INVESTORS III LLC	221 PINE ST UNIT 400	SAN FRANCISCO	CA	94104
SAITTA INVESTMENTS LLC	12521 E US 40 HWY STE A	INDEPENDENCE	MO	64055
FOODTOWN DEVELOPMENT COMPANY LLC	4520 MADISON 300	KANSAS CITY	MO	64111
JOSHUA WHITFORD PROPERTIES LLC	221 HIGH POINT LN	RAYMORE	MO	64083
KIGER DEVELOPMENT LLC	4520 MADISON 300	KANSAS CITY	MO	64111
GMC 2400 LLC	20209 W 90TH TER	LENEXA	KS	66220
MORALES ELLARD R	642 KAKALA ST # 1403	KAPOLEI	HI	96707
SIMON BRUCE E	2407 S LEES SUMMIT RD	INDEPENDENCE	MO	64055
THE SALVATION ARMY	3637 BROADWAY	KANSAS CITY	MO	64111
OGAZ GERARDO N & BAYLON ANA D	2408 S LEES SUMMIT RD	INDEPENDENCE	MO	64055
MONTEREY EDITH LLC	514 KINGSFORD ST	MONTEREY PARK	CA	91754

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

Council action is requested on the application received from KC Stores, LLC for Retail Selling of Intoxicating Liquor of all kinds in the original package for Fast Zone 8 located at 2561 S. M 291 Hwy. **Item Passes 7-0**

Recommendations:

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

Background:

The applicant is requesting City Council approval for a Retail Selling of Intoxicating Liquor of all kinds in the original package license. The applicant has also requested a Sunday Sales license. This license will be approved administratively should the City Council approve the license. The hours of operation will be Monday – Sunday 6:00 am to 11:00 pm. The applicant has indicated that this location will have alcohol sales that meet the City's Alcoholic Beverage Code.

Background:

Applicant: KC Stores, LLC

Name of business: Fast Zone 8

Business Address: 2561 S. M 291 Hwy.

Size of establishment (includes outdoor patio space if applicable): Fast Zone 8 will be operating within approximately 2,000 square feet of space at 2561 S. M 291 Hwy.

Liquor License Types: Retail Selling of Intoxicating Liquor of all kinds in the original package license including Sunday Sales

Types of Alcohol to be sold/served: Various types of intoxicating liquor in original package

History of any liquor license at this location; if a new building, provide a brief update on the construction: Fast Zone 8 is operating as convenience store with fuel sales in the standalone commercial space located at 2561 S. M 291 Hwy. The owner of KC Stores, LLC purchased this property from Minit Mart in September 2024. Minit Mart operated this location as a convenience store with fuel sales from 2015 – 2024 and Conoco/Phillips 66 from 2003 – 2015. This location has had an active liquor license with all prior owners. There are two other active liquor establishments within 1,000 feet: Minsky's Pizza directly to the north and Quik Trip to the south.

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

Managing Officer Information and results from background check: KC Stores, LLC has indicated Syed Amir Raza Naqvi will serve as the appointed managing officer. The background investigation conducted by the Missouri State Highway Patrol on Syed Amir Raza Naqvi revealed she meets the requirements of the Alcoholic Beverages code.

Emergency Justification:

Fiscal Impact:

Council Action:

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

REVIEWERS

Tom Scannell
Jeremy Cover
Zachary Walker
Susanne Holland

ATTACHMENTS:

1. Redacted KC Stores, LLC dba Fast Zone 8 Liquor App
2. Aerial Map - Fast Zone 8
3. Zoning Map - Fast Zone 8
4. Notification Map - Fast Zone 8
5. Notification Letter
6. Notification Addresses

Delaney Peters

From: Amirkc14@outlook.com
Sent: Monday, February 17, 2025 1:17 PM
To: Delaney Peters
Subject: Letter

EXTERNAL EMAIL - CAUTION: This email originates from an EXTERNAL source. Do not reply, click links, scan QR codes, or open attachments unless you trust the source and know the content is safe. Report suspicious messages using the Phish Alert Button (PAB) or forward to phish-report@indepmo.org. Direct any questions or concerns to the Tech Services HelpDesk

Miss Peter.

Hi I have have purchased 19 locations from minit mart witch is (eg america)
In sep 2024 one of the location. Witch is in independence mo I recently apply for the liquor license witch minit mart use to have one with city of independence .
I will have everything same what they use to sell like candy/soda/beer/liquor/cigarettes/gas etc

Thank you

Sent from my Verizon, Samsung Galaxy smartphone
Get [Outlook for Android](#)



Liquor License Application Form

Registered Professional Brewer
201 E. 10th St. - Kansas City, MO 64105
816.241.1000
Brewers@independence.org

Application Type: ☐ Package ☐ Drink ☐ Manufacturing ☐ Wholesale ☐ Special ☐ Ownership Change

Business Information

This Business is a: ☐ Sole Proprietor ☐ Partnership ☐ LP ☒ LLC ☐ Corporation

Legal Name of Entity

Type of Business

EAST ZONE

Doing Business as (d/b/a) (if different than above)

8561 N 291 FRONTAGE RD INDEPENDENCE MO 64057
Physical Address City State Zip

Mailing Address (if different from above)

Phone

Cell Phone

Email

MO

29657971

State & Date of Incorporation or Organization

Missouri Retail Sales Tax Number

1-10-25

Date business scheduled to open

Give dimensions or square footage of the building, outdoor patio, and any other areas in which alcoholic beverages may be stored or dispensed: 2000 sq. ft.

Is the proposed location within 300 feet of a church, school, or hospital? NO

Proposed hours of operation: 6AM TO 11PM

If existing business, from whom was the business purchased? MINI MART

Date of purchase: NOV 24 Date of Possession: NOV 24

Does the former owner of the business have any interest, either directly or indirectly, in the business for which you seek a license? If so, explain: NO

I hereby apply to the City of Independence, MO, for the following license(s) for the business and premises described above (mark all license types for which you are applying on page 2). I also certify that the information given in this application is true to the best of my knowledge and that the license is non-transferable. I also agree that this business will observe the restrictions specifically enumerated in Chapter 2 of the Independence City Code related to alcoholic beverage.

Signature of Applicant

Printed Name

MEMBER

AMR R20

Title

Date

1-19-25

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

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

Package Liquor Licenses

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

Drink Licenses

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

Manufacturing, Distilling, Blending Licenses

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

Wholesale Licenses

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

Special Licenses

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

Managing Officer, Sole Owner, or Managing Partner Information

SYED AMIR RAZA MADU						[REDACTED]		
Full Name						Social Security Number		
M	48	6	250	[REDACTED]	PAKISTAN	YES		
Sex	Age	Height	Weight	Date of Birth	Place of Birth	Are you a U.S. Citizen		
6433	48	MARSH	KC			mo	6457	
Home Address			City		State			Zip
Place of Employment (other than business)				Employment Phone		Email		
Employment Address			City		State			Zip

City or Town where the Managing Officer, Sole Owner, or Managing Partner pays taxes:

KANSAS CITY MO

Will this person be in active control and management of this business? Please explain (part-time/full-time, etc.):

NO

Have you, any partner or employee ever been arrested anywhere in the United States for the violation of any City, State or Federal Law? If so, who, where, when and what offense (do not include minor traffic offenses):

NO

Have you, any partner or employee ever been the holder of a license to manufacture or sell alcoholic beverages, which was revoked? If so, explain:

NO

Have you, or any member of your household or immediate family, ever made application for a permit for the Director of Liquor Control that was denied? If so, explain and provide approximate date of denial:

NO

Do you rent or lease the premises for which this business is to be used? If so, give terms of rent or lease, and name and address of property owner:

OWNED

Partnership or Member Information (complete only for partnership or LLCs with multiple members)

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

Corporate Information (complete only for a corporation)

List full name, complete address, phone number, date of birth and Social Security Number of all corporate officers:

President: _____
Vice President: _____
Secretary: _____
Treasurer: _____
Managing Officer: _____

Names, address, and phone number of shares owned of all stockholders who hold 10% or more of the capital stock:

Is the corporation or any stockholder or the managing officer thereof, or any member of his/her household or immediate family, have interest directly in any other permit issued by the Director of Liquor Control? If so, explain:

Has any stockholder of the corporation or an officer ever been employed by any person, partnership, or corporation that had a license revoked or suspended? If so, who, where, when and what offense:

Alcoholic Beverage Code Certifications – Adult Materials

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

Alcoholic Beverage Code Certifications – Allow Entry for Inspection

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

Alcoholic Beverage Code Certifications – Restaurant Liquor Sales

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

Alcoholic Beverage Code Certifications – Package Liquor Sales

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

- ☐ This location will have alcohol sales that are less than 90% of gross store sales.
☐ This location will have alcohol sales that are more than 90% of gross store sales.

Additional Documentation Required

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

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

J. Dodson@indepmo.org

Jill Dodson





SHIPJAC 1070

No Match Notification

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

Date of Search: 08/12/2024

Name (1): SYED AMIR RAZA NAQVI

Name (2):

Name (3):

Date Of Birth: [REDACTED]

SSN: [REDACTED]

Control Number: 6856390

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

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

Board of Election Commissioners
100 W Mississippi
Liberty, MO 64068

PRESORTED
FIRST CLASS MAIL
U.S. POSTAGE PAID
ONE OUNCE
LIBERTY, MO
PERMIT NO. 14

RETURN SERVICE REQUESTED

To vote you must present a form of Identification from the following list: an ID issued by the state of Missouri including a state agency, a local election authority of Missouri, the US government, or an institution of higher education of Missouri; a copy of a current utility bill, bank statement, government check, Paycheck or other government document with your name and address; a driver's license or state identification card issued by another state; or an affidavit signed by you and two supervising election judges, one from each major political party, stating the election judges personally know you.

Voting Location

27-PLEASANT VALLEY BAPTIST CHURCH This is a Voter Notification Card
1600 N 291 HWY

LIBERTY MO 64068

Election Districts

US Representative District 6

State Senate District 17

State House District 35

EASTERN

KANSAS CITY 01

LIBERTY SCHOOL MO 53

Voter ID #: 750376971

Clay County
Ward/Precinct:

27.02 - (27) 21LIB 01

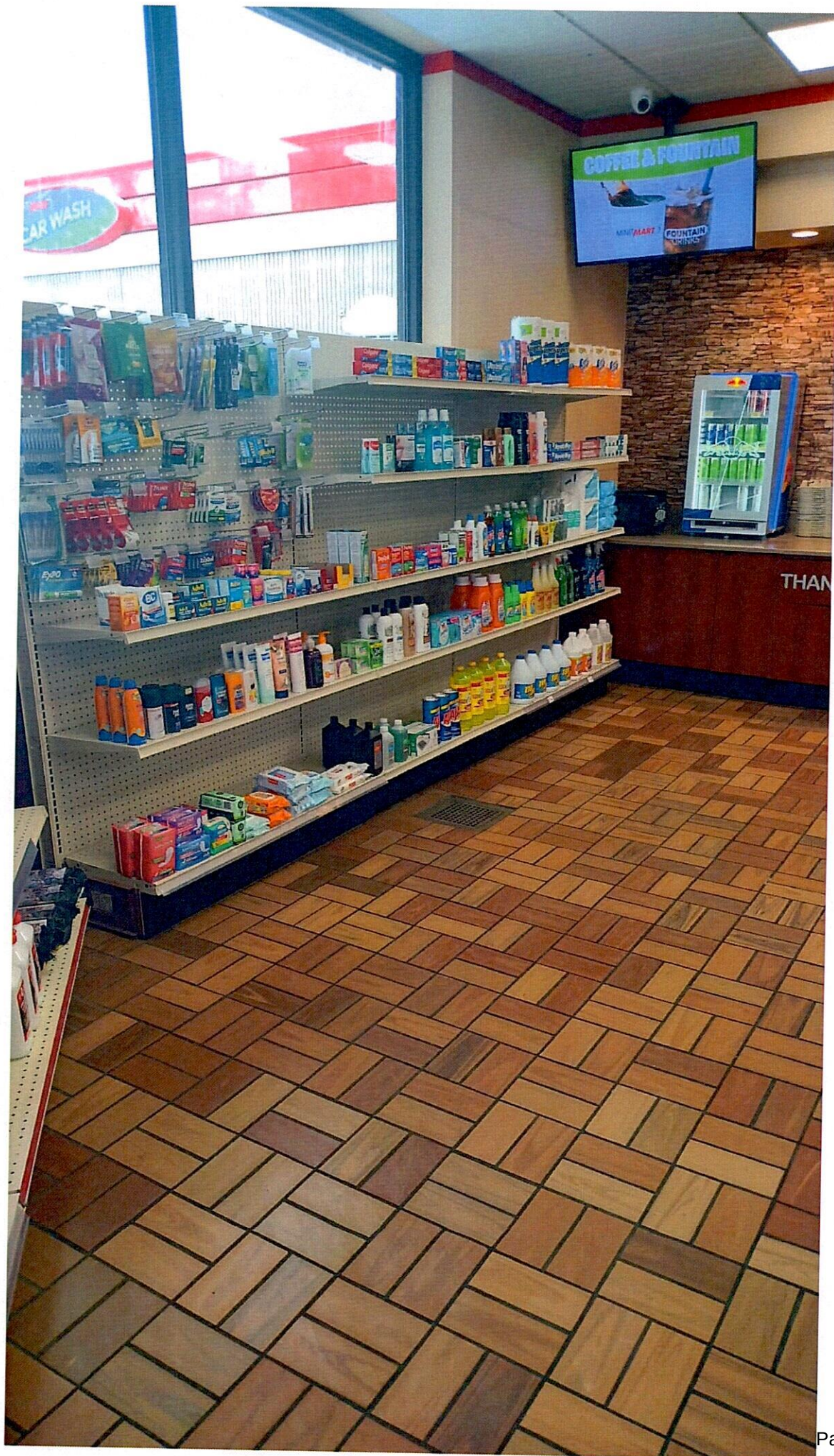
County Registration Date: 09/02/2008

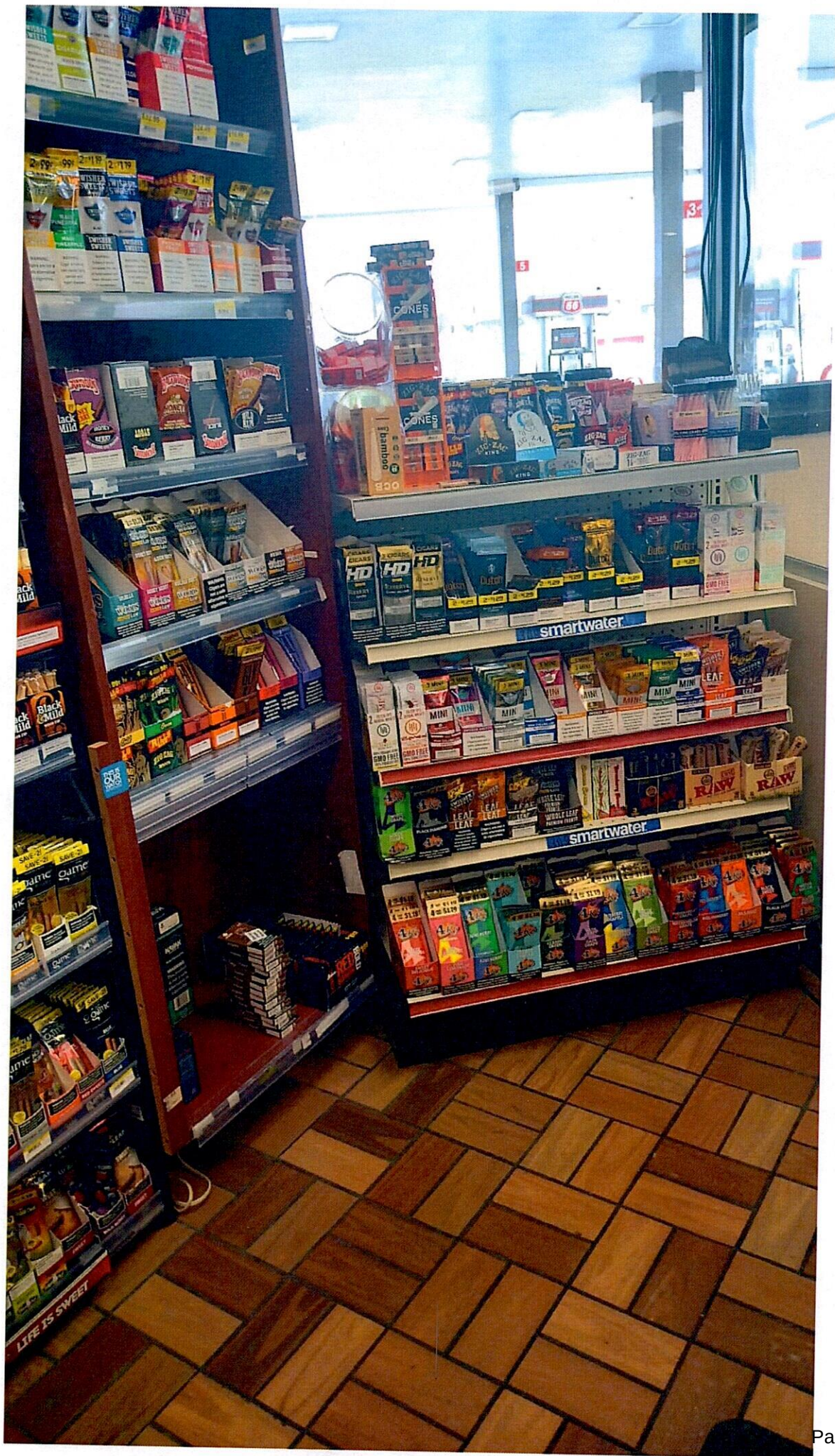
NAQVI, SYED AMIR RAZA

10433 N MARSH AVE

KANSAS CITY MO 64157







1/19/25, 11:35 PM

Mail - Amirkc14@outlook.com - Outlook





Clay County, Missouri

Official Tax Payment Receipt

Receipt No.:	4854971	Date and Time:	12/31/2024	Print Date:	1/14/2025 12:10:36 AM
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Receipt Details				
Parcel No.	Tax Year	TCA/District	Amount Applied	Unpaid Balance Amount*
00099000807697	2024	130	1,803.20	0.00
				Description
				Property Tax Principal

Name and Address Information

Name	Address	Tender Type	Amount Applied
RAZA NAQVI SYED AMIR	10433 N MARSH AVE ,KANSAS CITY ,MO64157-7645	Lock Box	1,803.20

Distribution to Districts

Parcel No.	Tax Year	Agency	Amount
00099000807697	2024	COUNTY SERVICES	
	2024	HANDICAP TAX	23.629600000000
	2024	HEALTH TAX	20.903500000000
	2024	KANSAS CITY	17.434000000000
	2024	KCJC TAX	333.066700000000
	2024	LIBERTY SCHOOL DISTRICT	38.919400000000
	2024	LIBRARY TAX	1277.422000000000
	2024	MENTAL HEALTH TAX	67.925700000000
	2024	STATE TAX	17.434000000000
			6.465000000000

Motor Vehicles

Parcel No.	Tax Year	Type	Make	Model	Series	Model Year	Item ID	Plate No.	Name on Title 1	Name on Title 2
00099000807697	2024	AUTO	TOYT	COROLLA LE	COROLLA LE	2011	2T1BU4EE7BC723992		UNKNOWN PARTY	
	2024	TRUCK	LEXS	LX570 4WD	LX570 4WD	2019	JTJHY7AX6K4290270		UNKNOWN PARTY	

***Interest and penalty will be assessed on any unpaid balance amount.** The unpaid balance amount shown on this receipt is valid as of time of payment. Changes in the taxable value may alter your unpaid balance amount.

Failure of this payment to clear your financial institution will void this receipt. A returned item fee and late penalty may be assessed.

Please verify with your financial institution that this payment has cleared.

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Version 1.0.6626.23691

pu casm...
 JRF 10-10-24

Business Information

Application Type: ☐ New ☐ Renewal ☒ Change of Ownership ☐ Address Transfer (in-town) ☐ Temporary Business

KC STORES LLC

Name of Business FAST ZONE 8 Account Number (existing accounts only)

Doing Business as Name (d/b/a) (if different than above)

C-STORE / Gas Station

Description of Business Activity

2561 S 291 HIGHWAY

Business Address Suite/Unit #

INDEPENDENCE MO

City State Zip

913.633-0040 AMIR KC 14@outlook.com

Phone Cell Phone Email

This Business is: ☐ Sole Proprietor ☐ Partnership ☐ Corporation ☐ LP ☒ LLC
 Business Type: ☐ Home, Phone or Mail-based ☐ In-Town ☐ Out-of-Town

Consult the Business License Guide for Following Types of Businesses for additional requirements:
 Medical Marijuana, Pawn Shop, Short-Term Rental, Taxi, Trash/Refuse Hauler, Watch Guard

Does the business include retail sales: ☐ No ☒ Yes Missouri Sales Tax Number: 29657971

Date of Incorporation or Organization: 2 State of Incorporation or Organization: MO

Number of Employees: FEIN or SSN: 99-4979311

Do you certify that your business holds the required liability insurance and/or workers' compensation coverage?
☒ No ☐ Yes If yes, email certificate of insurance to insurancecerts@indepmo.org.

Owner Information

AMIR RAZA

Business Owner 2561 S 291 HIGHWAY

Mailing Address Suite/Unit #

INDEPENDENCE MO

City State Zip

913.633.0040

Phone Cell Phone Email

Individual Responsible (if different than above; license and renewals sent to this contact)

Mailing Address Suite/Unit #

City State Zip

Phone Cell Phone Email

Fee Calculation

If applying for an Insurance Company, Pawn Shop or Watch Guard License, you will need to consult the Schedule of Fees for the fee amount due.

The **minimum** business license fee is \$75, **maximum** fee is \$50,000.
 Use the formula below (number 6) to calculate the cost of the license.

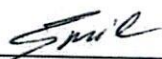
		Total Fee Due
1. ☒ Change of Ownership	\$50 fee	
2. Address Transfer (in-town only)	\$50 fee	
3. Temporary Business	\$150 fee	
4. New Food Truck (out-of-town only)	\$25 fee	
5. New Small Business (10 or fewer employees, 1 st year)	\$75 fee	
6. New Business or Renewal *If projected gross receipts is less than \$25,000, skip to Line E		
A. Projected gross receipts for next 12-month period		
B. ☒ Subtract \$25,000 from Line A		
C. Divide Line B by \$1,000		
D. Multiply Line C by \$0.31		
E. Add in the minimum fee (\$75.00)		
Total Base Fee Due (Lines A-E)		

If the business will include the following, add in the additional fees below:

7. Taxicabs (with Council approval)	@ \$25 per vehicle	
8. Trash Hauler (with Council approval)	@ \$25 per vehicle	
9. Amusement Device	@ \$15 per machine	
10. Billiard Table	@ \$20 per table	
11. Coin Operated Pool Table	@ \$10 per table	
12. Game Board	@ \$50 per board	
13. Juke Box	@ \$50 per machine	
14. Public Dance License	\$60 per year or \$10 per month	

TOTAL FEES DUE WITH APPLICATION (Add lines 1-14 for total fee due) \$75

By signing below, you certify that the information given in this application is true to the best of your knowledge and that the license is non-transferable. You also agree that you will observe the restrictions specifically enumerated in Chapter 5 of the Independence City Code related to business and occupation licensing and that you will notify us if you discontinue your business.

 Signature of Applicant	 Printed Name
 Title	10/10/24 Date



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/04/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Rural Missouri Insurance Agency, Inc.
P.O. Box 320
Grant City MO 64456

CONTACT NAME: **Tiffany Troutwine**PHONE (A/C, No, Ext): **660-564-3575**

FAX (A/C, No):

E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURED Tarkio Real Estate, LLC
10063 ST HWY 148
Hopkins MO 64461

INSURER A: **Auto Owners**

INSURER B:

INSURER C:

INSURER D:

INSURER E:

INSURER F:

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY	☐	☐	244605-75264256-24	09/16/2024	09/16/2025	
	☐ CLAIMS-MADE ☐ OCCUR						EACH OCCURRENCE \$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
							MED EXP (Any one person) \$ 10,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY \$ 1,000,000
	☐ POLICY ☐ PRO-JECT ☐ LOC						GENERAL AGGREGATE \$ 1,000,000
	OTHER:						PRODUCTS - COMP/OP AGG \$ 1,000,000
							\$
	AUTOMOBILE LIABILITY	☐	☐				COMBINED SINGLE LIMIT (Ea accident) \$
	☐ ANY AUTO						BODILY INJURY (Per person) \$
	☐ OWNED AUTOS ONLY	☐	☐				BODILY INJURY (Per accident) \$
	☐ HIRED AUTOS ONLY	☐	☐				PROPERTY DAMAGE (Per accident) \$
	☐ SCHEDULED AUTOS NON-OWNED AUTOS ONLY						\$
	UMBRELLA LIAB	☐	☐				EACH OCCURRENCE \$
	EXCESS LIAB	☐	☐				AGGREGATE \$
	DED ☐ RETENTION \$						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE ☐ OTH-ER ☐
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	☐	N/A				E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

2561 Route 291 Independence MO 64057

CERTIFICATE HOLDER

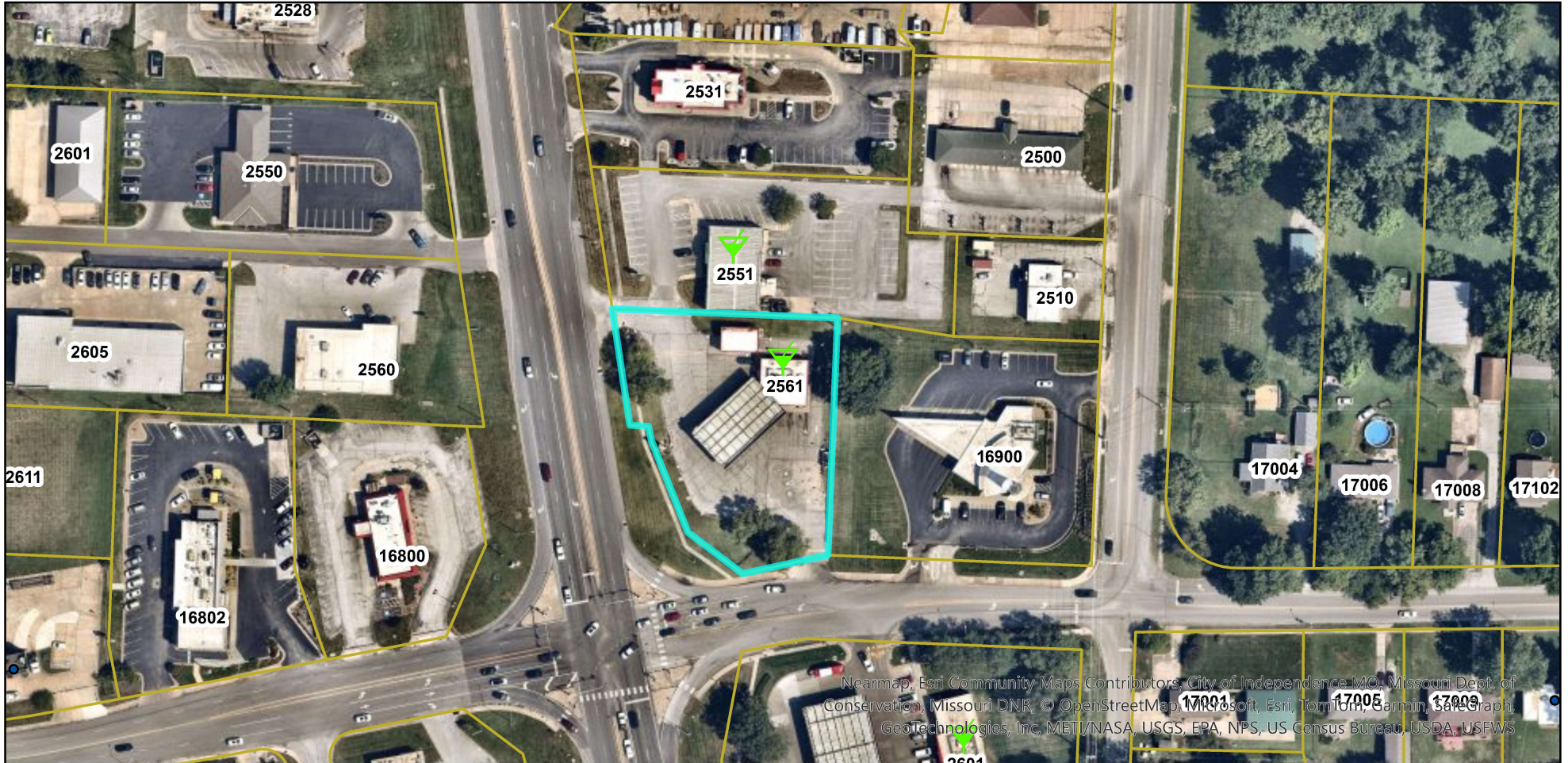
CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Aerial Map

2561 S. M 291 Hwy.



Zoning Map

2561 S. M 291 Hwy.



Nearmap, Esri Community Maps Contributors, City of Independence MO, Missouri Dept. of Conservation, Missouri DNR, © OpenStreetMap, Microsoft, Esri, TomTom, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, EPA, NPS, US Census Bureau, USDA, USFWS

Legend



Liquor Licenses-Active



Houses of Worship



Schools

Zoning District (Traditional Colors)

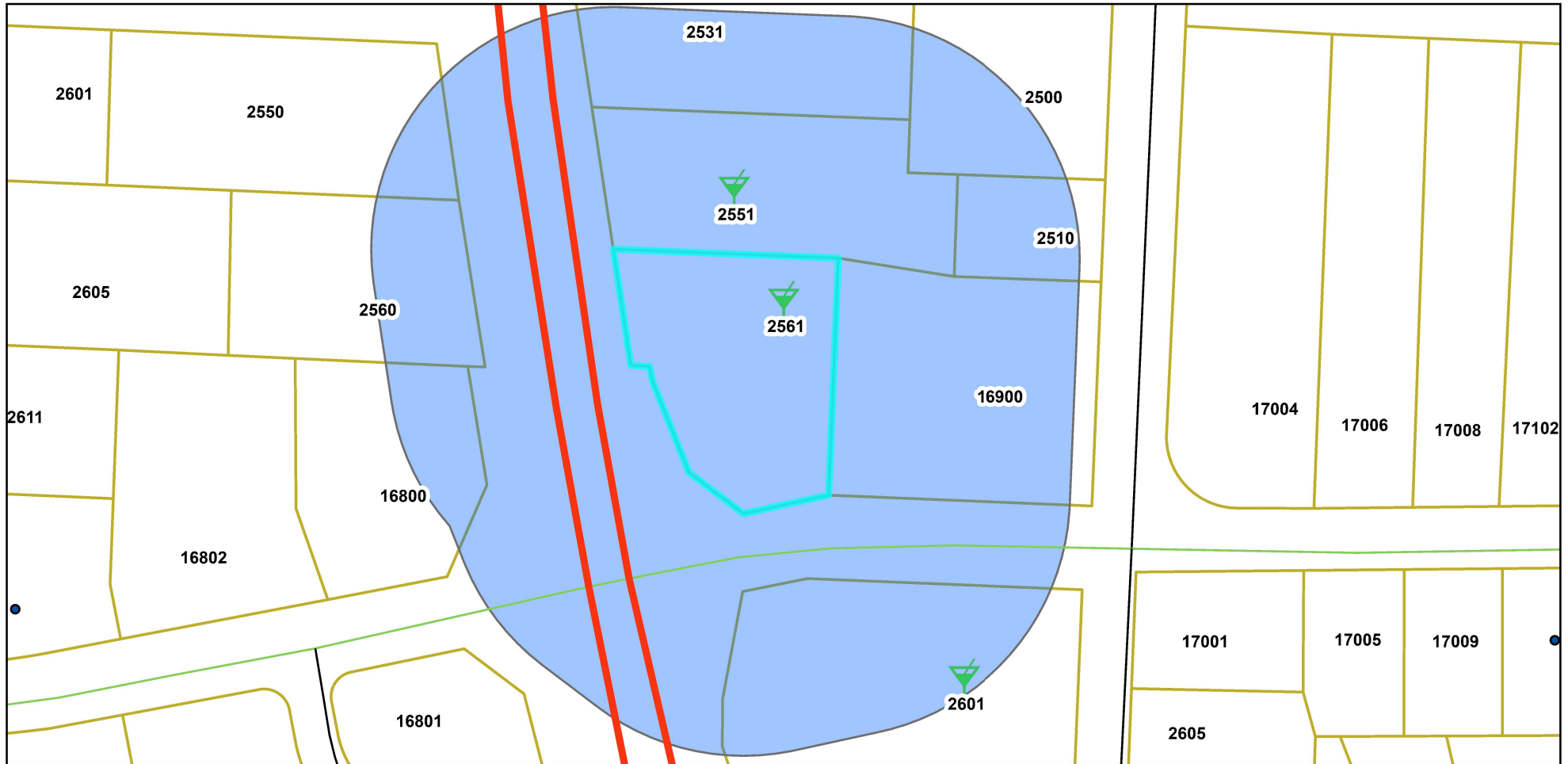
- C-1
- C-2
- R-6

0 0.03 0.05 0.1 Miles

Prepared For: City Council
Community Development Department
Council Meeting Date: March 3, 2025

Notification Map

2561 S. M 291 Hwy.



Legend

 Notification Area
 Liquor Licenses-Active

 Houses of Worship
 Schools

0 0.03 0.05 0.1 Miles

Prepared For: City Council
Community Development Department
Council Meeting Date: March 3, 2025



February 17, 2025

Dear Property Owner:

KC Stores, LLC submitted a liquor license application for the Retail Selling of Intoxicating Liquor of all kinds in the original package including Sunday Sales with the City of Independence Regulated Industries Division. The application is for Fast Zone 8 located 2561 S. M 291 Hwy., Independence, MO, 64057.

City Code requires written notification of the public hearing to all Property Owners within three hundred (300) feet of the proposed premises. The public hearing pertaining to this case is scheduled for the regular City Council meeting at 6:00 p.m., Monday, March 3, 2025 in Council Chambers at 111 East Maple Ave.

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

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

Regards,

Jill M. Dodson

Jill M. Dodson
Regulated Industries Supervisor

Owner Name	Address	City	State	Zip Code
UMB BANK	1010 GRAND BLVD 4TH FLOOR	KANSAS CITY	MO	64106
WESCOTT DEAN E & REBECCA A-TRUSTEES	11117 S ALLEY JACKSON RD	GRAIN VALLEY	MO	64029
MINIT MART LLC	165 FLANDERS RD	WESTBOROUGH	MA	1581
QUIKTRIP CORPORATION	PO BOX 3475	TULSA	OK	74101-3475
RJK ENTERPRISES INC	2530 LOBB CEMETARY RD	BLUE SPRINGS	MO	64015
CDI-NAMED SERIES OF IZZYS MGMT LLC	17211 E 35TH ST S	INDEPENDENCE	MO	64055
MDC COAST 12 LLC	6200 OAK TREE BLVD STE 250	INDEPENDENCE	OH	44131
THOMAS TREVOR-TRUSTEE	108 ALBACORE LN	JUPITER	FL	33477
ACC VENTURES LLC	733 E MARIPOSA DR	REDLANDS	CA	92373
CITY CREDIT UNION	2550 S M 291 HWY	INDEPENDENCE	MO	64057
CAMPBELL PHYLLIS R TRUST	2511 S MO 291 HWY	INDEPENDENCE	MO	64057
7 ELEVEN INC	PO BOX 711	DALLAS	TX	75221-0711
PHYLLIS R CAMPBELL TRUST OF 4-8-2021	212 SHAGBARK LEES SUMMIT		MO	64064

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

25-011 **2R** 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. **2R Item Passes 7-0 Ord. No. 19657**

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 _____ }
COUNTY OF _____ } ss. On this _____ day of _____, 19____
before me _____, a 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 }
COUNTY OF Jackson } ss. On this 23rd day of October, 1996
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

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.

Deputy.

Recorder's Fee, \$ _____

CITY CLERK'S OFFICE
City Hall
Independence, Mo. 64050

326-765

STATE OF _____ }
COUNTY OF _____ } ss.

IN THE RECORDER'S OFFICE

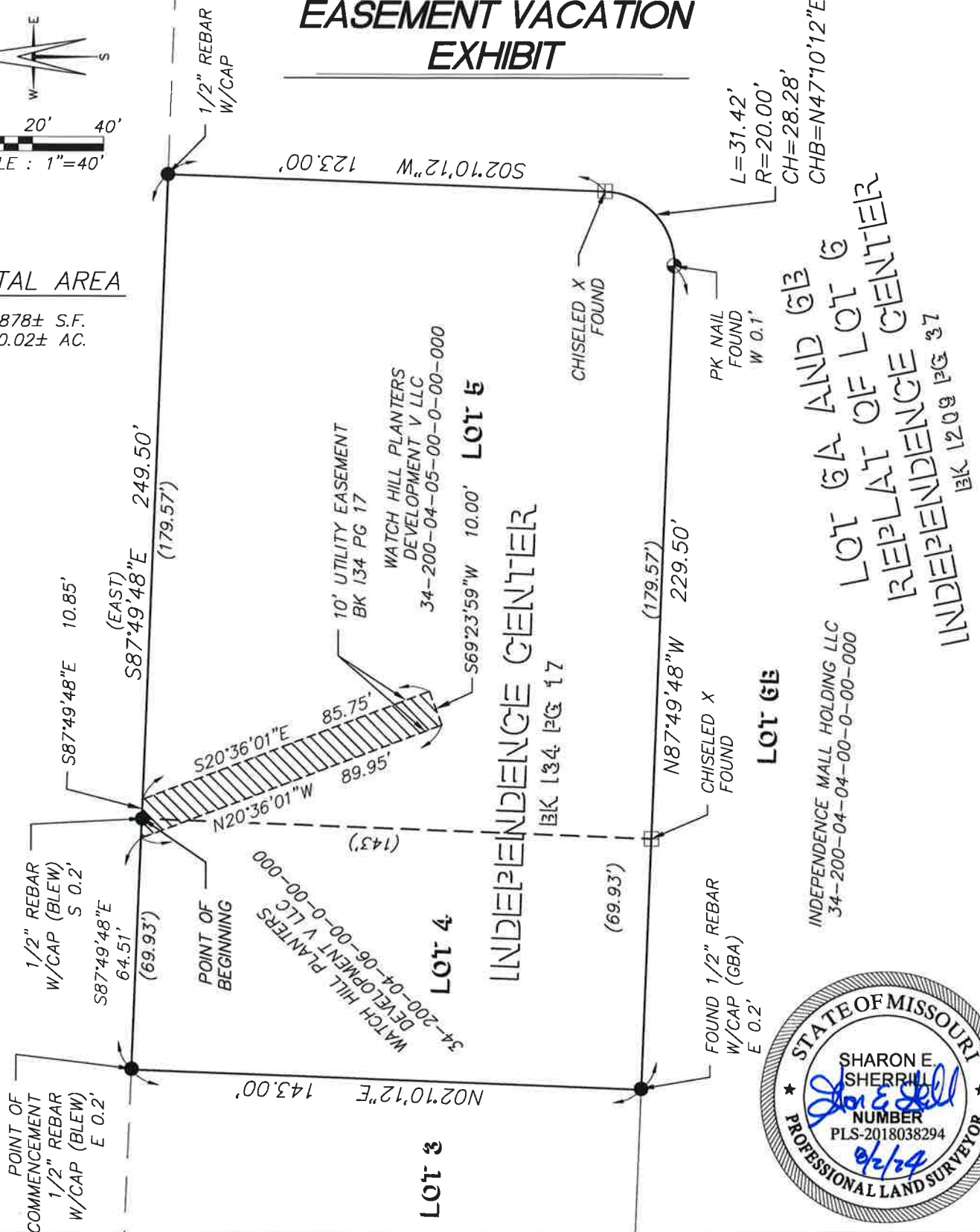
I, _____ Recorder of said County, do hereby certify that the within
instrument of writing was, at _____ o'clock, and _____ minutes _____ M., on the _____ day of _____
A.D., 19____, duly filed for record in my office, and is recorded in the records of this office, in book _____ at page _____

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at _____
this _____ day of _____ A.D., 19____

Recorder.

878± S.F.
0.02± AC.

E 39TH STREET (100'w)
(ASPHALT)(PUBLIC)(79'± PAVEMENT WIDTH)



E 0.2
 STATE OF MISSOURI
 SHARON E. SHERRILL
 NUMBER
 PLS-2018038294
 PROFESSIONAL LAND SURVEYOR
 02/24

Surveyors – Engineers – Planners

315 Main Street
Edwardsville, IL 62025

FAX (618) 656-9251
(618) 656-9496



ILLINOIS DESIGN FIRM #184-001238

[illegible]

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



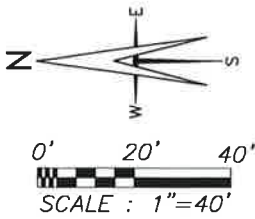
ILLINOIS DESIGN FIRM #184-001238

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

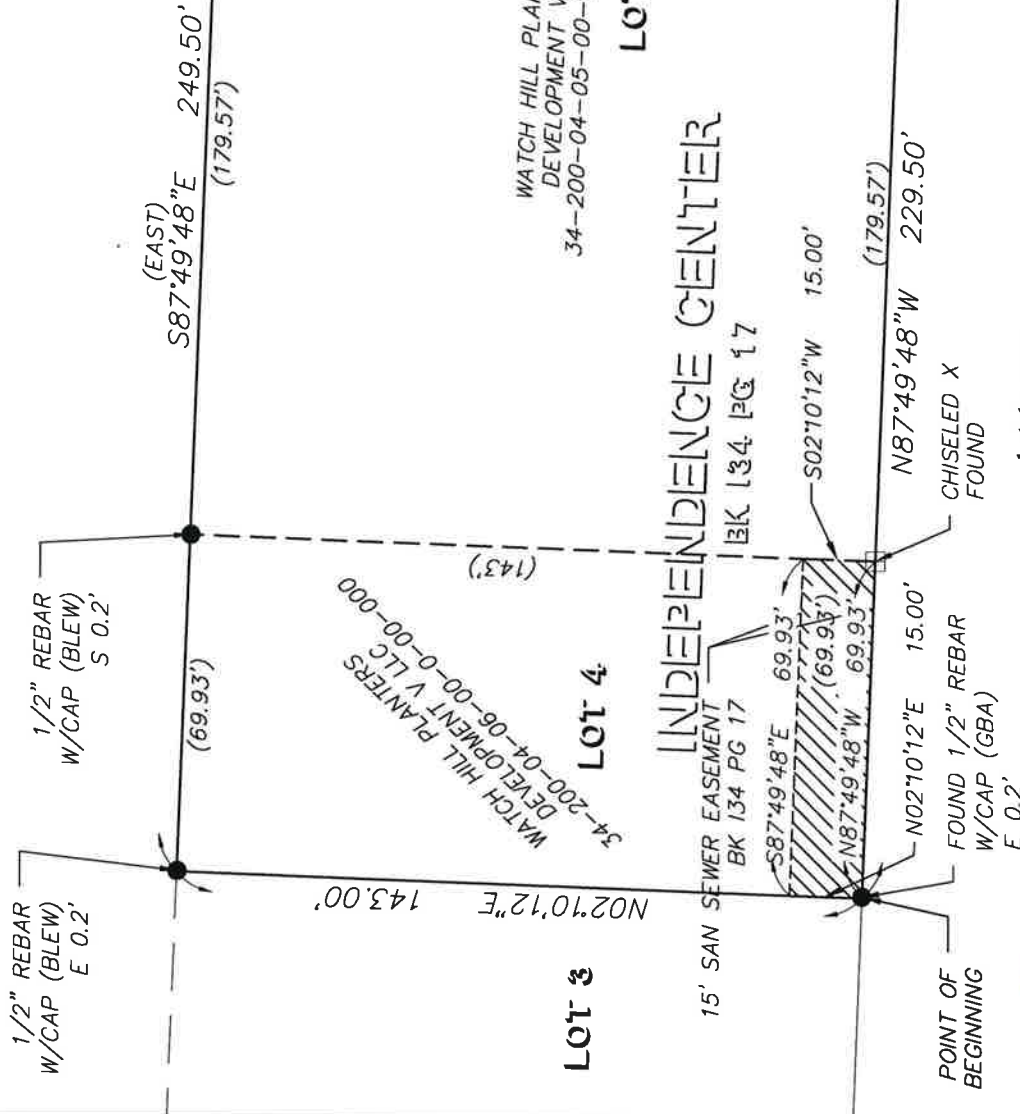


SANITARY SEWER EASEMENT VACATION EXHIBIT

TOTAL AREA

1,049± S.F.
0.02± AC.

E 39TH STREET (100'w)
(ASPHALT)(PUBLIC)(79± PAVEMENT WIDTH)



INDEPENDENCE MALL HOLDING LLC
34-200-04-04-00-00-000



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

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
FAX (618) 656-9496



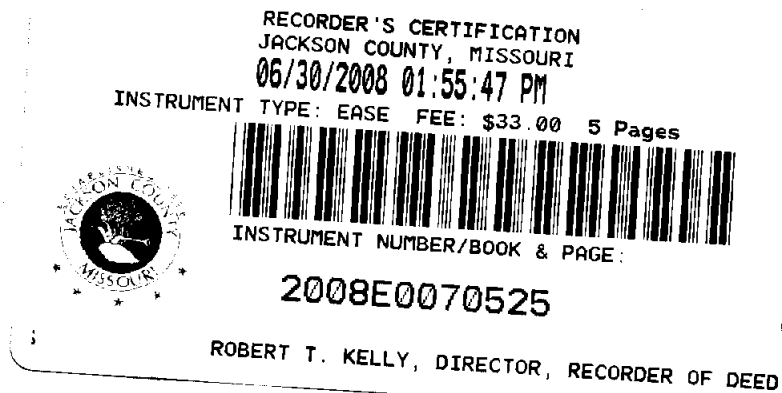
ILLINOIS DESIGN FIRM #184-001238

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.

Mindy Ann Combelleck
Notary Public in and for said
County and State

My commission expires

4/12/2010



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.

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

25-012 **2R** 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. **2R Item Passes 7-0 Ord. No. 19658**

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 /
---------------------------------	-------------------

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.
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 - 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.
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- 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.

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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:

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- 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

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- 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
- BMcD CONFIDENTIAL & PROPRIETARY INFORMATION

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.").

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, sharing 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.

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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

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

25-013 **1R** An ordinance approving a Final Plat for Timber Creek Ranch - 5th Plat generally located north of Bundschu and Old Mill Road in Independence, Jackson County, Missouri. **1R Read**

Recommendations:

Commissioner Nesbitt made a motion to recommend approval of the final plat of Timber Creek Ranch-5th Plat with the following conditions:

1. Situs Addresses for the Lots on the Final Plat shall be as follows:

Lots 94 through 99 will be 1329 through 1349 N. Hanover Court (odd every fourth).
Lots 100 through 105 will be 1348 through 1328 N. Hanover Court (even every fourth).
Lots 114 through 119 will be 1329 through 1349 N. Heartland Court (odd every fourth).
Lots 120 through 125 will be 1348 through 1328 N. Heartland Court (even every fourth).

2. Public improvements are needed in conjunction with the construction this phase per engineering requirements.
3. Include the name, "Susanne Holland," on the City Clerk's signature line.
4. Provide state plane coordinates.
5. Easements as shown on the Plat should match the easements as shown on the Approved "Water Engineering Plans".

A second to the motion was made by Commissioner O'Neil. The City Planning Commission voted as follows:

Commissioner Wiley - Yes
Commissioner Ferguson – Yes
Commissioner Young – Yes
Commissioner Nesbitt – Yes
Commissioner O'Neil – Yes
Commissioner Ashbaugh – Yes
Commissioner Torres - Yes

The motion passed with a recommendation for approval to be forwarded to the City Council for consideration. Staff concurs with the recommendation of the Planning Commission.

Background:

PROJECT DESCRIPTION:

A request by Jim Pollard, Pollard Development, Inc., to approve a Final Plat the property located at Heartland Court and Hanover Court

Proposal:

This is the final build out of 24-lots for Timber Creek Ranch to finish out the subdivision.

Physical Characteristics of Property:

The proposed 24-lot plat is a 6.949-acre area, located at the north of the existing terminuses of Heartland Court and Hanover Court. It has slightly sloping topography that slopes southeastward toward a creek basin.

Characteristics of the Areas:

The property to the north is developed single-family residential neighborhood. To the west is an undeveloped phase of Timber Creek Ranch. To the east is a creek. To the south is an undeveloped portion of the subdivision.

The existing homes in the area are a mixture of ranch and two-story homes with siding and brick wainscots.

ANALYSIS**Historic and Archeological Sites:**

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

Public Utilities:

Both water and sanitary services are available along the Hanover Court and Heartland Court rights-of-way and in the general area. Electrical service will be available in easements at the rear of the property.

Storm Water Detention, Stream Buffers and Flood Plain Area:

The development drains to detention basins located in the east central and southern portions of the property located in a creek basin within a stream buffer area. Stream Buffers, the 100-year flood plains and floodway are confined to the east central, southern and southwestern portions of the subdivisions. The common tracts are within the federally designated flood plain area and within the City's designated Stream Buffer Area.

CIP Investments:

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

Driveways and Sidewalks:

Each home will have a two-car wide driveway and garage.

Covenants (CC&R's):

The existing CC&R's, with its covenants and restrictions, will be updated with these lots added. Annual dues are collected to maintain the detention basins, entrances and pay taxes on the common tracts.

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 Ordinance 24-320-06
2. Final Plat Staff Report
3. Narrative
4. Application
5. Revised Preliminary Plat
6. New Timber Creek Ranch 5th Plat Rev-01-24-25
7. Timber Creek Ranch 5th Plat Legal
8. Comp Plan Map
9. Zoning Map
10. Planning Commission Meeting Minutes 01-28-25

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE APPROVING A FINAL PLAT FOR TIMBER CREEK RANCH - 5TH PLAT GENERALLY LOCATED NORTH OF BUNDSCHU AND OLD MILL ROAD IN INDEPENDENCE, JACKSON COUNTY, MISSOURI.

WHEREAS, the application submitted by Pollard Development, LLC, requesting approval of the final plat entitled “Timber Creek Ranch-5th Plat,” was referred to the Planning Commission as required by the Unified Development Ordinance; and,

WHEREAS, the Planning Commission considered the final plat on January 28, 2025, and rendered a report to the City Council recommending the plat be approved by a vote of 7-0; and,

WHEREAS, in accordance with the Unified Development Ordinance, it was determined that the final plat is consistent with the approval criteria in Section 14-702-04.

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

SECTION 1. That the final plat entitled “Timber Creek Ranch-5th Plat” is a subdivision located in:

That part of the East half of the Northwest Quarter of Section 28, Township 50 North, Range 31 West of the Fifth Principal Meridian, Independence, Jackson county, Missouri described as follows: Commencing at the Northeast Corner of said Northwest Quarter; thence North 87 degrees 42 minutes 42 seconds West on the North Line of said Northwest Quarter, 415.91 feet to the Point of Beginning; thence continuing North 87 degrees 42 minutes 42 seconds West on said North line, 612.89 feet to the northeast corner of Lot 140, Timber Creek Ranch 3rd Plat, a subdivision of record; thence South 02 degrees 04 minutes 05 seconds West on the east line of Lots 135 through Lot 140 inclusive, Timber Creek Ranch 3rd Plat, 494.31 feet to the Northwest corner of Lot 126, Timber Creek Ranch 4th Plat, a subdivision of record; thence South 87 degrees 55 minutes 55 seconds East on the north line of Lot 126, Lot 113, Lot 106 and the easterly extension thereof, 490.00 feet to the east right of way line of North Hannover Court; thence South 02 degrees 04 minutes 05 seconds West on said east right of way line, 3.85 feet to the northwest corner of Lot 93, Timber Creek Ranch 4th Plat; thence South 87 degrees 55 minutes 55 seconds East on the north line of said Lot 93, 122.88 feet to the northeast corner of said Lot 93; thence North 02 degrees 04 minutes 05 seconds East, 495.80 feet to the Point of Beginning. Contains 6.949 acres more or less.

SECTION 2. All of the conditions of approval have been resolved by the applicant except for the conditions listed below:

1. Situs Addresses for the Lots on the Final Plat shall be as follows:

Lots 94 through 99 will be 1329 through 1349 N. Hanover Court (odd every fourth).

Lots 100 through 105 will be 1348 through 1328 N. Hanover Court (even every fourth).

Lots 114 through 119 will be 1329 through 1349 N. Heartland Court (odd every fourth).

Lots 120 through 125 will be 1348 through 1328 N. Heartland Court (even every fourth).

2. Public improvements are needed in conjunction with the construction this phase per engineering requirements.
3. Include the name, “Susanne Holland,” on the City Clerk’s signature line.
4. Provide state plane coordinates.
5. Easements as shown on the Plat should match the easements as shown on the Approved "Water Engineering Plans".

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 28, 2025

STAFF: Brian Harker, Senior Planner

PROJECT NAME: Timber Creek Ranch, 5th Plat

CASE NUMBER/REQUEST: **Case 24-320-06 – Final Plat – Timber Creek Ranch, 5th Plat** – A request for approval of a Final Plat generally located north of Bundschu and Old Mill Road.

APPLICANT: Timber Creek Ranch, 5th Plat

OWNER: Pollard Development, LLC

PROPERTY LOCATION: On N. Heartland Court & N. Hanover Court north of E. 13th Street N.

SITE ACERAGE: 6.949-acres

NUMBER OF LOTS: 24-lots

SURROUNDING ZONING/LAND USE:

North: R-6 (Single-Family Residential)...single-family homes

S/E/W: R-4 (Single-Family Residential)...single-family homes

FURTHER ACTION:

Following action by the Planning Commission, this Final Plat request is scheduled for resolution by the City Council on March 17, 2025.

RECOMMENDATION

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

1. Situs Addresses for the Lots on the Final Plat shall be as follows:
 - Lots 94 through 99 will be 1329 through 1349 N. Hanover Court (odd every fourth).
 - Lots 100 through 105 will be 1348 through 1328 N. Hanover Court (even every fourth).
 - Lots 114 through 119 will be 1329 through 1329 N. Heartland Court (odd every fourth).
 - Lots 120 through 125 will be 1348 through 1328 N. Heartland Court (even every fourth).
2. Public improvements are needed in conjunction with the construction this phase per engineering requirements.
3. Include the name, "Susanne Holland," on the City Clerk's signature line.
4. Provide state plane coordinates.
5. Easements as shown on the Plat should match the easements as shown on the Approved "Water Engineering Plans".

PROJECT DESCRIPTION & BACKGROUND INFORMATION

PROJECT DESCRIPTION: A request by Jim Pollard, Pollard Development, Inc., to approve a Final Plat the property located at N. Heartland Court and N. Hanover Court.

Current Zoning: R-4 (Single-Family Residential)

Current Use: Undeveloped lots

Proposed Use: Single-Family Homes

Proposal:

This is the final build out of 24-lots for Timber Creek Ranch to finish out the subdivision.

Physical Characteristics of Property:

The proposed 24-lot plat is a 6.949-acre area, located at the north of the existing terminuses of Heartland Court and Hanover Court. It has slightly sloping topography that slopes southeastward toward a creek basin.

Characteristics of the Areas:

The property to the north is developed single-family residential neighborhood. To the west is an undeveloped phase of Timber Creek Ranch. To the east is a creek. To the south is an undeveloped portion of the subdivision.

The existing homes in the area are a mixture of ranch and two-story homes with siding and brick wainscots.

ANALYSIS

Historic and Archeological Sites:

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

Public Utilities:

Both water and sanitary services are available along the Hanover Court and Heartland Court rights-of-way and in the general area. Electrical service will be available in easements at the rear of the property.

Storm Water Detention, Stream Buffers and Flood Plain Area:

The development drains to detention basins located in the east central and southern portions of the property located in a creek basin within a stream buffer area. Stream Buffers, the 100-year flood plains and floodway are confined to the east central, southern and southwestern portions of the subdivisions. The common tracts are within the federally designated flood plain area and within the City's designated Stream Buffer Area.

CIP Investments:

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

Driveways and Sidewalks:

Each home will have a two-car wide driveway and garage.

Covenants (CC&R's):

The existing CC&R's, with its covenants and restrictions, will be updated with these lots added. Annual dues are collected to maintain the detention basins, entrances and pay taxes on the common tracts.

EXHIBITS

1. Narrative
2. Application
3. Preliminary Plat
4. Final Plat
5. Comprehensive Plan
6. Zoning Map

POLLARD DEVELOPMENT, LLC
Jim Pollard
3030 S. Crenshaw
Independence, Missouri 64057

June 17, 2024

To: City of Independence

This is the final build out of 64 lots for Timber Creek Ranch to finish out the subdivision. The engineering for the 3 final phases have been submitted and phase 3 and 4 have been approved. I have submitted corrections on comments on phase 5.

The existing homes association with its covenants and restrictions will be updated with these lots added. Annual dues are collected to maintain the detention basins, entrances and pay taxes on the common tracts.

Jim Pollard

Developer

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

TIMBER CREEK RANCH 5TH PLAT
Project Name

THE END of N HOLLAND CT & END OF N HANOVER CT
Project Address/Location

24 LOTS
Number of Lots/Tracts

Sq. Ft. of Building Acreage Steam Buffer (Yes or No)

Existing Zoning Proposed Zoning Existing Land Use Proposed Land Use

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

☐ Completed & Signed Application Form ☐ 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

Jim Pollard - Pollard Development LLC
Name Company

3030 S. CLEMENS HWY. INDEPENDENCE MO 64057
Address

816-686-8800 jim@dreamsb6@gmail.com
Phone Email

Architect/Engineer/Surveyor/Other: _____

Todd Polk CRS Engineers
Name Company

3015 E CAIRO ST SPRINGFIELD MO 65802
Address

417-986-4067 tpolk@cre.com
Phone Email

Owner

SAME AS APPLICANT
Name Company

Address

Phone Email

Architect/Engineer/Surveyor/Other: _____

Brian Glenn
Name Company

Phoenix Eng & Surveying LLC
Address

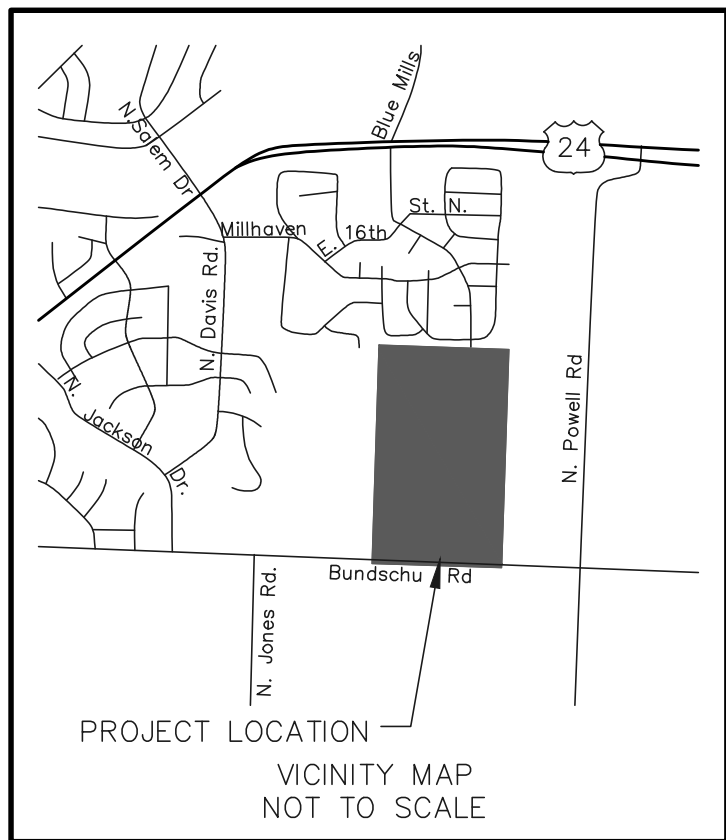
38555 NORTHERN BLVD INDEPENDENCE MO 64052
Phone Email

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

Jim Pollard June 17, 2024
Applicant's Signature Date

Brian Glenn June 17, 2024
Owner's Signature Date

THE EAST 1/2 OF THE NW 1/4 OF SEC. 28 T2N 50N R3E, A SUBDIVISION
OF LAND IN INDEPENDENCE, JACKSON COUNTY, MISSOURI.



PROPOSED		EXISTING	
●	Manhole	○	
●	Curb Inlet	⌘	
■	Field Inlet	△	
Flared End Section		△	
■	Fire Hydrant	⌘	
⌘	Blow Off	⌘	
⌘	Water Valve	⌘	
⌘	Water Meter	⌘	
●	Straddle	○	
4' Sidewalk			
2' Curb			
Contour			
Handicap Ramp			

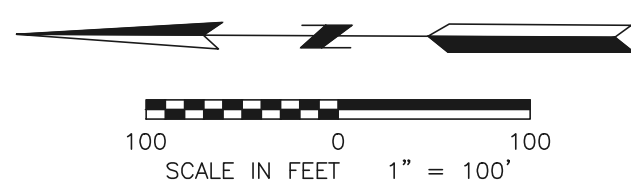
LOT#	OWNER/ADDRESS
34	Juliana Bryon T. & Jill R. 1401 Old Mill Ct. Independence, MO. 64056
35	Cape Kent K. 1403 Old Mill Ct. Independence, MO. 64056
130	Kellis Michael D. & Katherine F. 1404 Holland Dr. Independence, MO. 64056
131	Hernandez Jorge H. & Veronica 1404 Holland Dr. Independence, MO. 64056
484	US SFE Asset Company 5 LLC 20307 E. 14th St. N. Independence, MO 64056
485	Harp Matthew E. & Jennifer 20305 E. 14th St. N. Independence, MO. 64056
486	Wilson Larry Raymond & Deborah S. 20307 E. 14th St. N. Independence, MO. 64056

LOT#	OWNER/ADDRESS
487	Howell Scott D. Jr. & Stacy A. 20301 S 14th St. N. Independence, MO 64056
535	Farmer Jared. 20225 E 14th St. N. Independence, MO 64056
536	Highland Scott A. 20221 E 14th St. N. Independence, MO 64056
537	D'Arcy Investments LLC 20219 E Burgess Rd Buckner, MO 64016
538	Oliver Gayle R. 20213 E 14th St. N. Independence, MO 64056
539	Schumacher George L. & Lisa M. 20209 E 14th St. N. Independence, MO 64056
540	Turner Travis L. & Trina D.. 20203 E 14th St. N. Independence, MO 64056

LOT#	OWNER/ADDRESS
541	Allison Joshua 20205 E 14th St. N. Independence, MO 64056
542	Gotway Robert L. 20203 E 14th St. N. Independence, MO 64056
543	Lloyd Clayton E. & Susan A. 20103 E 14th St. N. Independence, MO 64056
544	Oliver Charles K. & Amanda L. 20101 E 14th St. N. Independence, MO 64056
545	Jorgensen Benjamin & Diana 20005 E. 14th St. N. Independence, MO 64056
546	Andrews Michael D 20313 E. 17th TER. N. Independence, MO 64056
547	McDonald Larry B. & Nancy 20101 E 14th St. N. Independence, MO 64056

LOT#	OWNER/ADDRESS
548	Helm Bradley W. 1400 N Holland Dr. Independence, MO. 64056

CONSTRUCTION PHASE	# OF LOTS
PHASE 1	41 LOTS
PHASE 2	46 LOTS
PHASE 3	23 LOTS
PHASE 4	20 LOTS
PHASE 5	21 LOTS
PHASE 6	2 LOTS



LEGAL DESCRIPTION:
THE EAST HALF OF THE NORTHWEST QUARTER OF
SECTION 28, TOWNSHIP 50 NORTH, RANGE 31 WEST
OF THE 5TH PRINCIPAL MERIDIAN, INDEPENDENCE,
JACKSON COUNTY, MISSOURI, CONTAINING 80.4 ACRES,
MORE OR LESS.

DEVELOPER:
ANDACHTER-POLLARD DEVELOPMENT LLC
3030 S. CRENSHAW ROAD
INDEPENDENCE, MO. 64057
PH. 816-686-8800
FAX 816-795-6360

TIMBER CREEK RANCH

THE EAST 1/2 OF THE NW 1/4 OF
SEC. 28 T2N 50N R6E 31W,
A SUBDIVISION OF LAND IN INDEPENDENCE, JACKSON COUNTY, MISSOURI.

[illegible]

PRELIMINARY
PLAT

C1.0

NOT FOR
CONSTRUCTION

[illegible]

Designed by: TRP	Date: 5/18/2022
Dwn by: DJS	Project No. 22-5321
Submitted by: TRP	Plot scale: NA
File name: DJS_22-5321 TOR PrePlot.dwg	

CFS ENGINEERS

cfse.com

LEGAL DESCRIPTION:

THAT PART OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 28, TOWNSHIP 50 NORTH, RANGE 31 WEST OF THE FIFTH PRINCIPAL MERIDIAN, INDEPENDENCE, JACKSON COUNTY, MISSOURI DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID NORTHWEST QUARTER; THENCE N87°42'42"W ON THE NORTH LINE OF SAID NORTHWEST QUARTER, 415.91 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING N87°42'42"W ON SAID NORTH LINE, 612.89 FEET TO THE NORTHEAST CORNER OF LOT 140, TIMBER CREEK RANCH 3RD PLAT, A SUBDIVISION OF RECORD; THENCE S02°04'05"W ON THE EAST LINE OF LOTS 135 THROUGH LOT 140 INCLUSIVE, TIMBER CREEK RANCH 3RD PLAT, 494.31 FEET TO THE NORTHWEST CORNER OF LOT 126, TIMBER CREEK RANCH 4TH PLAT, A SUBDIVISION OF RECORD; THENCE S87°55'55"E ON THE NORTH LINE OF LOT 126, LOT 113, LOT 106 AND THE EASTERLY EXTENSION THEREOF, 490.00 FEET TO THE EAST RIGHT OF WAY LINE OF NORTH HANOVER COURT; THENCE S02°04'05"W ON SAID EAST RIGHT OF WAY LINE, 3.85 FEET TO THE NORTHWEST CORNER OF LOT 93, TIMBER CREEK RANCH 4TH PLAT; THENCE S87°55'55"E ON THE NORTH LINE OF SAID LOT 93, 122.88 FEET TO THE NORTHEAST CORNER OF SAID LOT 93; THENCE N02°04'05"E, 495.80 FEET TO THE POINT OF BEGINNING. CONTAINS 6.949 ACRES MORE OR LESS.

NOTES

- THIS DOCUMENT WAS PREPARED FROM INFORMATION PROVIDED BY AND THE LAND REFERRED TO IN FIRST AMERICAN TITLE INSURANCE COMPANY'S CONDITION OF TITLE - GUARANTEE NO.: 1638315, EFFECTIVE DATE JULY 13, 2023.
- THIS SURVEY MEETS OR EXCEEDS THE MISSOURI DEPARTMENT OF NATURAL RESOURCES MINIMUM STANDARDS FOR PROPERTY BOUNDARY SURVEY REQUIREMENTS FOR URBAN CLASS PROPERTY.
- BEARINGS SHOWN HEREON ARE REFERENCED TO THE MISSOURI STATE PLANE COORDINATE SYSTEM OF 1983, WEST ZONE BY UTILIZATION OF NATIONAL GEODETIC SURVEY - NGS DATA SHEET "SHROUT AZ MK" 2023 ADJUSTMENT DATA.
- THE SUBJECT TRACT CONTAINS 6.949 ACRES MORE OR LESS.
- ITEM NO. 1 OF THE ABOVE REFERENCED TITLE COMMITMENT SCHEDULE B REFERS TO A SEWER EASEMENT TO THE CITY OF INDEPENDENCE, MISSOURI CITY RECORDED AS DOCUMENT NO. 19740181899. SAID EASEMENT DOES NOT CROSS THE SUBJECT PROPERTY AND THEREFORE IS NOT SHOWN HEREON.
- ITEM NO. 2 OF THE ABOVE REFERENCED TITLE COMMITMENT SCHEDULE B REFERS TO A SEWER EASEMENT TO THE CITY OF INDEPENDENCE, MISSOURI CITY RECORDED AS DOCUMENT NO. 19740181900. SAID EASEMENT DOES NOT CROSS THE SUBJECT PROPERTY AND THEREFORE IS NOT SHOWN HEREON.
- ITEM NO. 3 OF THE ABOVE REFERENCED TITLE COMMITMENT SCHEDULE B REFERS TO A SEWER EASEMENT TO THE CITY OF INDEPENDENCE, MISSOURI CITY RECORDED AS DOCUMENT NO. 19760263962. SAID EASEMENT DOES NOT CROSS THE SUBJECT PROPERTY AND THEREFORE IS NOT SHOWN HEREON.
- THE SUBJECT PROPERTY IS LOCATED WITHIN "ZONE X" (UNSHADED); AN AREA DESIGNATED AS AN AREA OF MINIMAL FLOODING ACCORDING TO THE JACKSON COUNTY, MISSOURI AND INCORPORATED AREAS, FLOOD INSURANCE RATE MAPS (FIRM), MAP NUMBER 29095C01906 MAP REVISED DATE: JANUARY 20, 2017 & MAP NUMBER 20905C20302G MAP REVISED DATE: JANUARY 20, 2017
- ALL REAR LOT CORNERS SHALL BE SET WITH 1/2" IRON BAR & CAP UPON SUBSTANTIAL COMPLETION OF GRADING AND THE PROLONGATION OF THE SIDE LOT LINES SHALL BE MONUMENTED BY A CHISELED CUT ON THE CURB.
- LOTS 94 THROUGH 98 ARE SUBJECT TO THE CITY OF INDEPENDENCE, MISSOURI'S "STREAM BUFFERS AND SETBACK REGULATIONS". THE OUTER ZONE OF THE REQUIRED STREAM BUFFER, BASED ON DATA PROVIDED BY THE CITY OF INDEPENDENCE, MISSOURI, IS CONTAINED WITHIN THE 20-FOOT REAR YARD SETBACK REQUIRED BY ZONING REGULATIONS. NO STRUCTURES SHALL BE CONSTRUCTED EXCEPT FOR FENCING WITHIN THE STREAM BUFFER OUTER ZONE.

LEGEND

- FOUND SECTION CORNER / 1/4 SECTION CORNER MONUMENT AS NOTED
- SET MONUMENT, 5/8" IRON BAR WITH ALUMINUM CAP STAMPED "MO2000 151303"
- SET MONUMENT, 1/2" IRON BAR WITH PLASTIC CAP STAMPED "MO2000 151303"
- FOUND SURVEY MONUMENT AS NOTED
- (M) = MEASURED DIMENSION
- (D) = DEED DIMENSION
- C/L = CENTERLINE
- R/W = RIGHT OF WAY
- D/E = DRAINAGE EASEMENT
- L/E = LANDSCAPE EASEMENT
- U/E = UTILITY EASEMENT
- B/L = BUILDING SETBACK LINE
- (NR) = NON-RADIAL
- R = RADIUS
- L = ARC LENGTH
- Pr. O.S. = PRIVATE OPEN SPACE
- #XXXX = LOT ADDRESS NUMBER

SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY: THAT THIS PLAT OF "TIMBER CREEK RANCH 5TH PLAT", 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 ESTABLISHED BY THE MISSOURI CODE OF STATE REGULATIONS (DIVISION 2030, CHAPTER 16) TO THE BEST OF MY PROFESSIONAL KNOWLEDGE AND BELIEF.

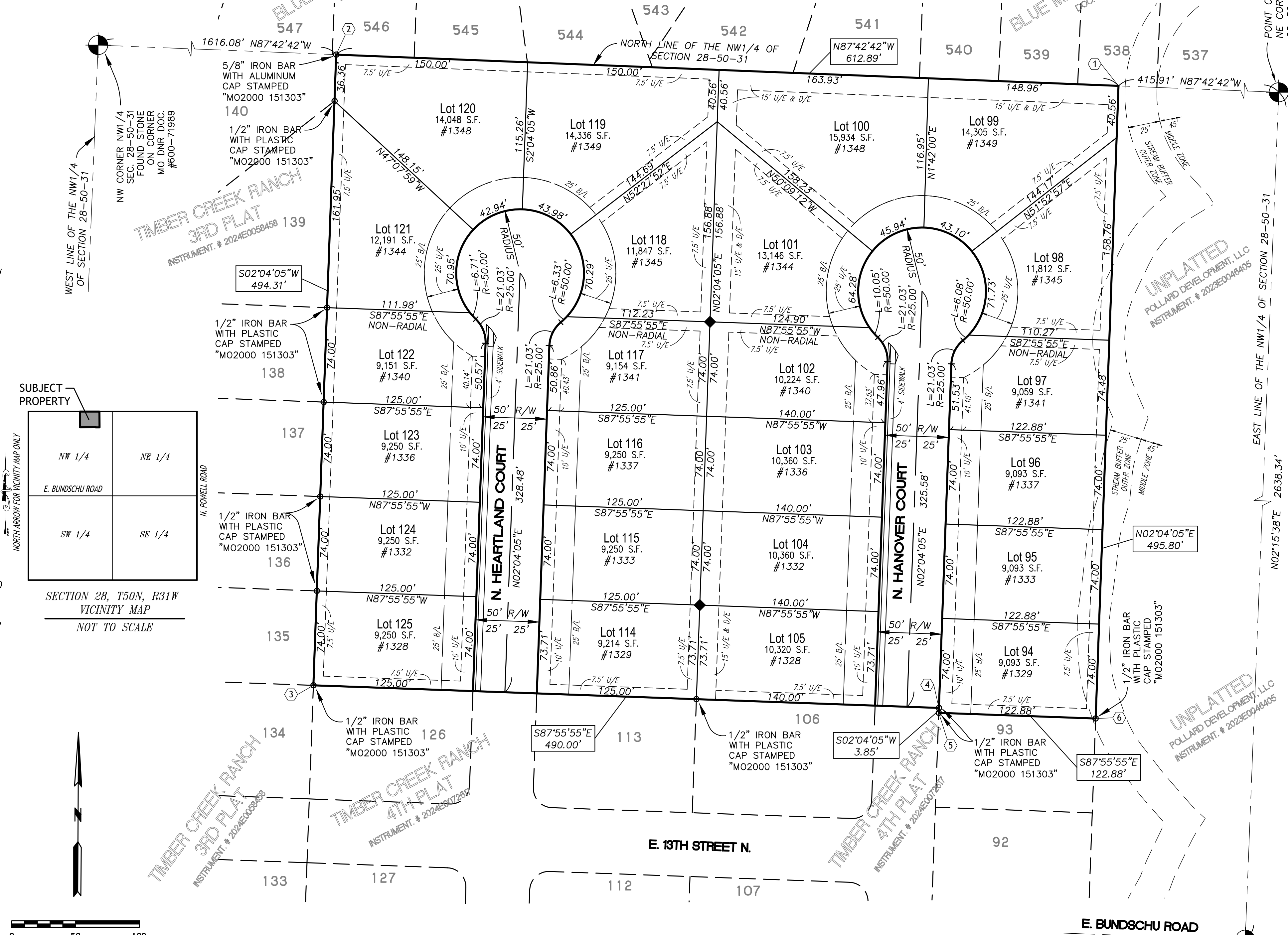
Wesley Scroggins M.O.L.S. 2184 Date of Survey
as agent of Phoenix Engineering & Surveying LLC. M.O.L.S. 2000151303

FINAL PLAT

TIMBER CREEK RANCH 5TH PLAT

LOTS 94 THROUGH 105 & 114 THROUGH 125

PART OF THE NW 1/4 OF SEC 28, TOWNSHIP 50N, RANGE 31W,
INDEPENDENCE, JACKSON COUNTY, MISSOURI



MISSOURI STATE PLANE TRAVERSE TABLE

COORDINATES SHOWN ARE IN METERS ON
MISSOURI STATE PLANE COORDINATE SYSTEM OF 1983, WEST ZONE.

POINT	NORTHING (m)	EASTING (m)	GRID AZIMUTH	GRID DISTANCE (m)
SHROUT AZ MK	329413.278	863764.576	163° 54'33"	838.427
①	328607.283	863995.381	272° 17'18"	186.791
②	328614.742	863808.739	182° 04'05"	150.651
③	328464.189	863803.302	92° 04'05"	149.338
④	328458.800	863952.543	182° 04'05"	1.175
⑤	328457.626	863952.501	92° 04'05"	37.452
⑥	328456.275	863989.928	02° 04'05"	151.107
⑦	328607.283	863995.381		

STATE PLANE COORDINATE INFORMATION:

ALL BEARINGS AND STATE PLANE COORDINATES SHOWN ARE BASED ON THE MISSOURI STATE PLANE COORDINATE SYSTEM OF 1983, WEST ZONE. SAID COORDINATES WERE ESTABLISHED USING THE NATIONAL GEODETIC SURVEY - NGS DATA SHEET - SHROUT AZ MK - 2023 ADJUSTMENT DATA. THE PUBLISHED GRID FACTOR FOR THE MONUMENT IS 0.99990533 (NGS DATA SHEET).

DEDICATION:

THE UNDERSIGNED OWNER OF THE ABOVE DESCRIBED TRACT OF LAND HAS CAUSED THE SAME TO BE SUBDIVIDED IN THE MANNER SHOWN ON THE ACCOMPANYING PLAT, WHICH PLAT AND SUBDIVISION SHALL HEREAFTER BE KNOWN AS "TIMBER CREEK RANCH 5TH PLAT".

STREETS: STREETS SHOWN ON THIS PLAT AND NOT HERETOFORE DEDICATED TO PUBLIC USE ARE HEREBY SO DEDICATED.

EASEMENTS: AN EASEMENT OR LICENSE IS HEREBY GRANTED TO THE CITY OF INDEPENDENCE, MISSOURI, TO LOCATE, CONSTRUCT AND MAINTAIN OR TO AUTHORIZE THE LOCATION, CONSTRUCTION AND MAINTENANCE AND USE OF CONDUITS FOR ALL OR ANY PURPOSE, WATER, GAS, SEWER MAINS, STORM SEWERS, POLES AND WIRES TO ALL OR ANY OF THEM OVER, UNDER AND ALONG THE STRIPS MARKED "UTILITY EASEMENT" (U/E) OR WITHIN ANY STREET OR THOROUGHFARE DEDICATED TO PUBLIC USE ON THIS PLAT.

THOSE EASEMENTS LABELED AS "UTILITY & DRAINAGE EASEMENT" (U/E & D/E) SHALL BE ESTABLISHED WITH THE ABOVE CRITERIA FOR "U/E" WITH THE ADDITION OF THE LOCATION, CONSTRUCTION, AND MAINTENANCE OF SURFACE DRAINAGE SWALES.

BUILDING LINES: BUILDING LINES OR SET BACK LINES ARE HEREBY ESTABLISHED AS SHOWN ON THE ACCOMPANYING PLAT AND NO BUILDING OR PORTION THEREOF SHALL BE CONSTRUCTED BETWEEN THIS LINE AND THE STREET RIGHT OF WAY LINE.

EXECUTIONS:

IN TESTIMONY WHEREOF: JAMES POLLARD OF POLLARD DEVELOPMENT, LLC, HAS CAUSED THESE PRESENTS TO BE SIGNED THIS ____ DAY OF ____, 20__.

POLLARD DEVELOPMENT, LLC

JAMES POLLARD

ATTEST

STATE OF MISSOURI)

SS

COUNTY OF JACKSON)

BE IT REMEMBERED: THAT ON THIS ____ DAY OF ____, 20__, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR THE COUNTY AND STATE AFORESAID, APPEARED JAMES POLLARD OF POLLARD DEVELOPMENT, LLC, KNOWN TO ME TO BE THE PERSON DESCRIBED HEREIN AND WHO EXECUTED THE FOREGOING INSTRUMENT AND BEING DULY SWORN BY ME ACKNOWLEDGED THAT HE EXECUTED THE SAME AS HIS FREE ACT AND DEED AND ON BEHALF OF SAID LLC.

IN WITNESS THEREOF: I HAVE HEREUNTO SET MY HAND AND AFFIXED MY NOTARIAL SEAL AT MY OFFICE IN SAID COUNTY, THE DAY AND YEAR LAST ABOVE WRITTEN.

NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE

MY COMMISSION EXPIRES

ACKNOWLEDGMENT:

THIS CERTIFIES THAT THE PLAT OF TIMBER CREEK RANCH 5TH PLAT, WAS SUBMITTED TO AND DULY APPROVED BY THE CITY OF INDEPENDENCE, MISSOURI, THIS ____ DAY OF ____, 20__, BY ORDINANCE NO. ____.

BY: SUSANNE HOLLAND
CITY CLERK

CITY OF INDEPENDENCE, MISSOURI APPROVALS:
STREET LOCATIONS AND LOT DIMENSIONS APPROVED

BY: ALEX LOPEZ
MUNICIPAL SERVICES DIRECTOR DESIGNEE

DATE

BY: TOM SCANNELL
DIRECTOR OF COMMUNITY DEVELOPMENT

DATE

BY: JACKSON COUNTY ASSESSOR

DATE

DEVELOPER

POLLARD DEVELOPMENT, LLC
ATTENTION: JAMES POLLARD
3030 S. CRENSHAW ROAD
INDEPENDENCE, MO 64057
PHONE: 816-686-8800
FAX: 816-795-6360

PREPARED BY:

PHOENIX ENGINEERING
& SURVEYING, LLC

3855 S. NORTHERN BLVD., INDEPENDENCE, MO 64052
(816) 743-9000

PROJECT NO.	040020	DATE PREPARED:	12-09-2024	DATE REVISED:	01-24-2025
PROJECT NAME	TIMBER CREEK RANCH 5TH PLAT				
DIR. & DWG. NAME	S:\PROJECTS\2004\040020 - Timber Creek Ranch 5th\dwg\TCR5FINALPLAT.DWG				

M5031-28

SHEET 1 of 1



December 6, 2024

**TIMBER CREEK RANCH 5th PLAT
PLAT BOUNDARY DESCRIPTION
INDEPENDENCE, JACKSON COUNTY, MISSOURI**

PROJECT NO: 04002D

Prepared by: Wes

Doc. Path & Name: S:\Projects\04002D\doc\Timber Creek Ranch 5th Plat.doc

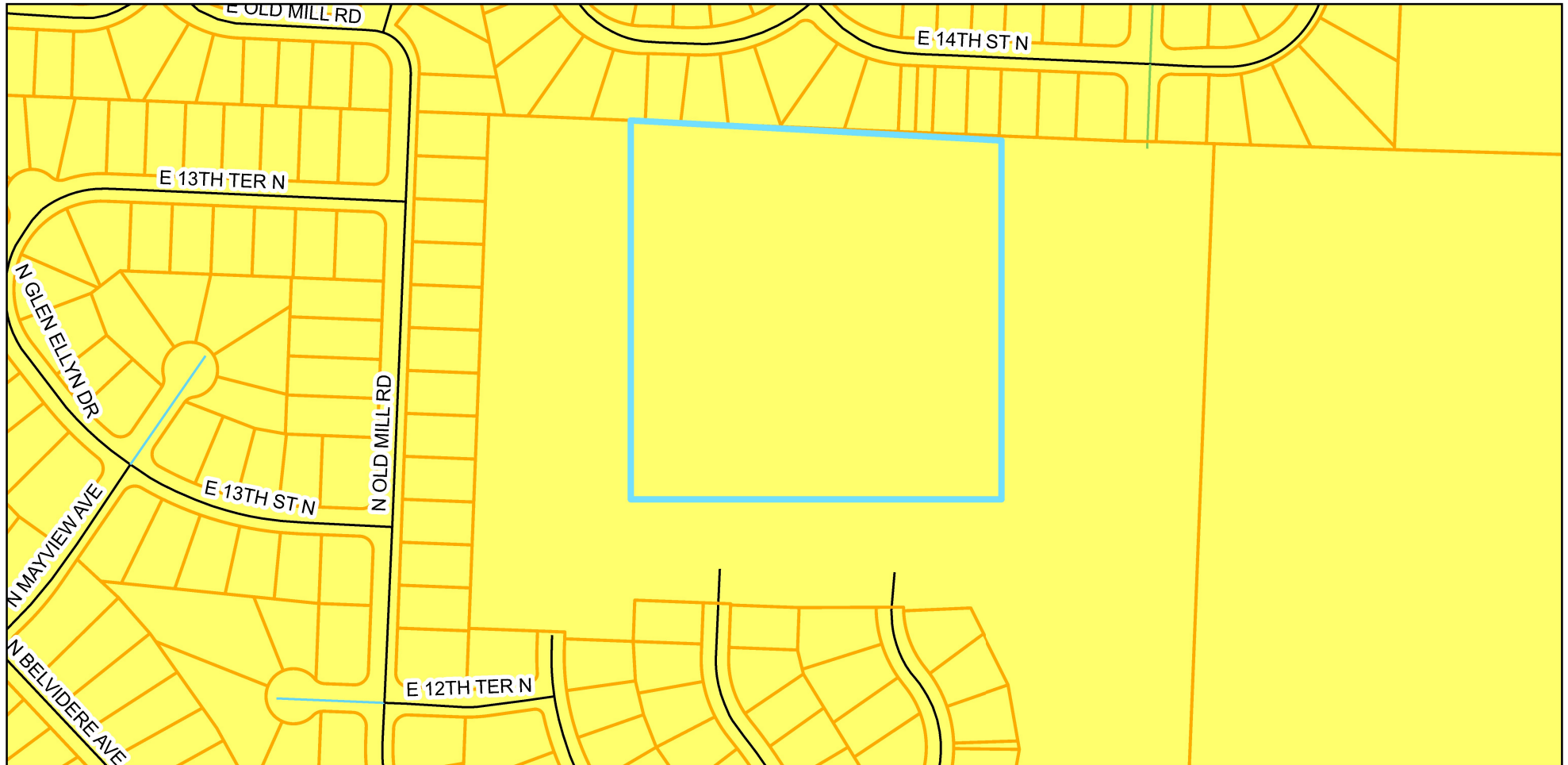
FILE: M5031-28

DESCRIPTION

That part of the East half of the Northwest Quarter of Section 28, Township 50 North, Range 31 West of the Fifth Principal Meridian, Independence, Jackson county, Missouri described as follows: Commencing at the Northeast Corner of said Northwest Quarter; thence North 87 degrees 42 minutes 42 seconds West on the North Line of said Northwest Quarter, 415.91 feet to the Point of Beginning; thence continuing North 87 degrees 42 minutes 42 seconds West on said North line, 612.89 feet to the northeast corner of Lot 140, Timber Creek Ranch 3rd Plat, a subdivision of record; thence South 02 degrees 04 minutes 05 seconds West on the east line of Lots 135 through Lot 140 inclusive, Timber Creek Ranch 3rd Plat, 494.31 feet to the Northwest corner of Lot 126, Timber Creek Ranch 4th Plat, a subdivision of record; thence South 87 degrees 55 minutes 55 seconds East on the north line of Lot 126, Lot 113, Lot 106 and the easterly extension thereof, 490.00 feet to the east right of way line of North Hannover Court; thence South 02 degrees 04 minutes 05 seconds West on said east right of way line, 3.85 feet to the northwest corner of Lot 93, Timber Creek Ranch 4th Plat; thence South 87 degrees 55 minutes 55 seconds East on the north line of said Lot 93, 122.88 feet to the northeast corner of said Lot 93; thence North 02 degrees 04 minutes 05 seconds East, 495.80 feet to the Point of Beginning. Contains 6.949 acres more or less.

Comprehensive Plan

#24-320-06



Legend

Parcels

Parcels

Streets

Collector
Local
Subsurface

City Limits

City Limits

Proposed Land Use (Comp Plan)

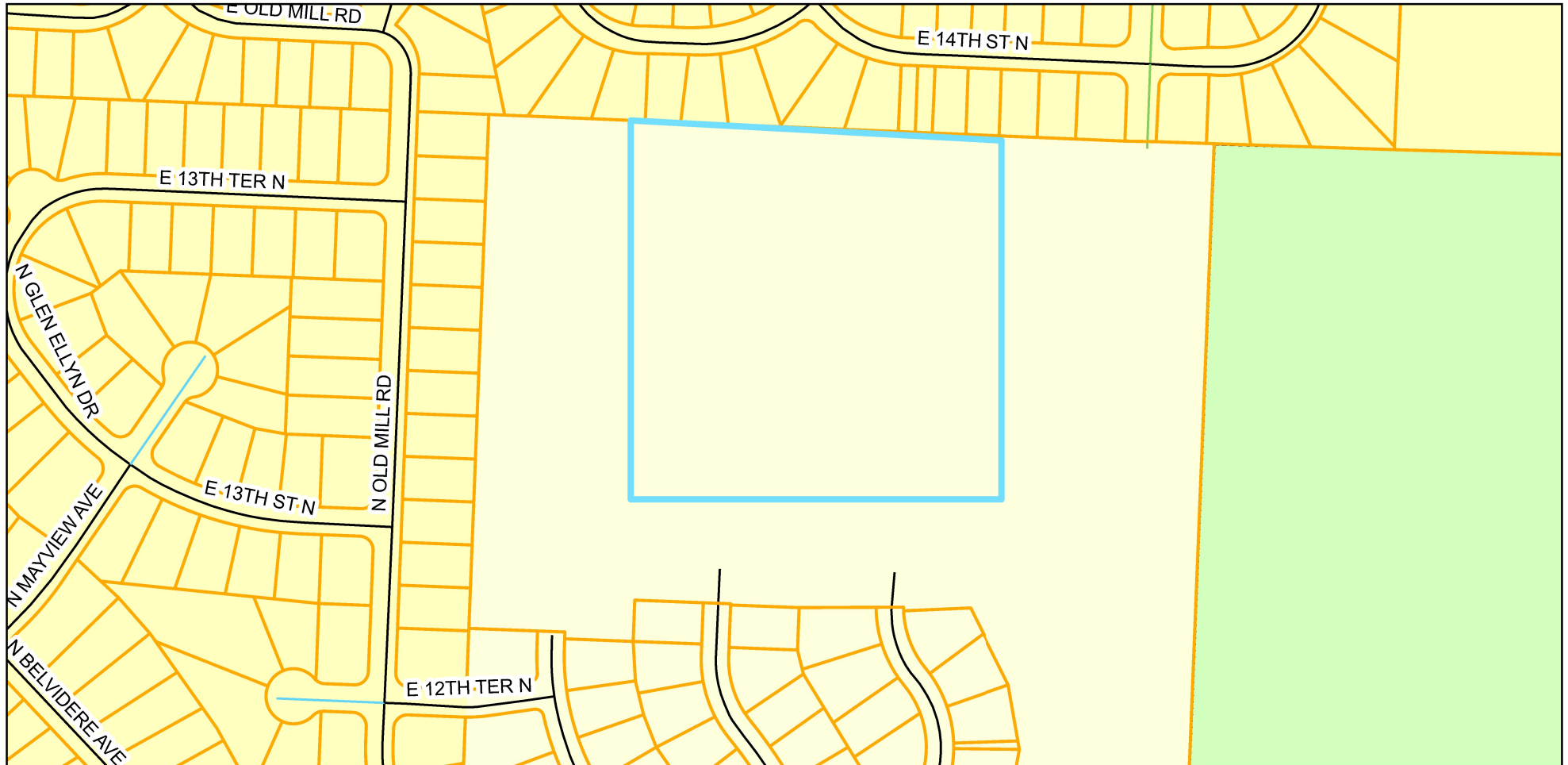
Residential Neighborhoods

0 0.05 0.1 0.2 Miles

Prepared by: Gabe Glaser
Community Development Department
Date Saved: 1/17/2025 11:59 AM

Zoning Map

#24-320-06



Legend

Parcels

Parcels

Streets

Collector
Local
Subsurface

City Limits

City Limits

Zoning District

R-4
R-6
R-A

0 0.05 0.1 0.2 Miles

Prepared by: Gabe Glaser
Community Development Department

Date Saved: 1/17/2025 11:59 AM



Planning Commission Minutes

January 28, 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 1/28/2025, 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.

Commissioner Nesbitt requested to pull case 24-320-06 off the Consent Agenda.

1. Planning Commission Minutes – January 14, 2025

Motion

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

2. Case 24-320-06 – Final Plat – Timber Creek Ranch, 5th Plat – A request for approval of a Final Plat generally located north of Bundschu and Old Mill Road.

Commissioner Comments

In response to Commissioner Nesbitt's question, Mr. Harker explained that the reason the plat looks different is because the preliminary plat phase lines changed.

Motion

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

PUBLIC HEARINGS

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

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.

In response to Commissioner Nesbitt's question, Mr. Glaser reviewed the stream buffer and water detention requirements.

Applicant Comments

Dustin Ferrell, 26917 E Flynn Rd, stated they would like an awning for their trucks and to complete this project, they need to combine these properties.

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.

2. **Case 25-100-06 – Rezoning – 336 N. Hocker Ave** – A request to rezone the property from I-1 (Industrial) 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. Mr. Harker noted the applicant was unable to attend.

In response to Commissioner Ashbaugh's question, Mr. Harker stated Municipal Services would determine if any curbing needs to be extended.

In response to Commissioner Nesbitt's question, Mr. Harker stated the house is currently categorized as a dangerous building. He further noted that the applicant must obtain a permit to address this issue, in addition to rezoning.

Public Comments

No public comments.

Motion

Commissioner Eric Ashbaugh made a motion to approve the case. Commissioner Virginia Ferguson seconded the motion. The motion was approved Yes 6, No 0, Abstained 1.

ROUNDTABLE - NEXT MEETING FEBRUARY 11, 2025

ADJOURNMENT

The meeting was adjourned at 6:30 p.m.

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

25-014 **1R** An ordinance approving a rezoning from Districts I-1 (Industrial), C-2 (General Commercial), and R-12 (Two-Family Residential) to District I-1 (Industrial) for the property at 10900 East Truman Road. **1R Read**

Recommendations:

Commissioner O'Neill made a motion to recommend approval of the rezoning for 10900 E Truman Rd. A second was made by Commissioner Nesbitt. The Independence Planning Commission voted as follows:

Commissioner Nesbitt – Yes

Commissioner Ferguson – Yes

Commissioner Ashbaugh – Yes

Commissioner O'Neill – Yes

Commissioner Torres – Yes

Commissioner Young – Yes

Commissioner Wiley – Yes

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

Background:**EXECUTIVE SUMMARY:**

A request to rezone the property from I-1 (Industrial), C-2 (General Commercial), and R-12 (Two Family Residential) to I-1 (Industrial).

PROPERTY'S HISTORY:

The majority of the subject site is comprised of non-platted tracts of land. While a small portion of the eastern region of this site was platted in 1923 as part of the Fairmount Highlands subdivision.

The subject site was annexed into the City of Independence, in 1961, as part of Ordinance 14871. In 1965, when the City of Independence adopted the Zoning Ordinance, this property was assigned multiple zoning district classifications: M-1 (Light Manufacturing), C-3 (Commercial), and R-2 (Two-Family Residential). In 1980, when the city updated its Zoning Ordinance, the zoning classifications remained largely unchanged: M-1 (Industrial), C-2 (General Commercial), and R-2 (Two-Family Residential). Most recently, when the city adopted the Unified Development Ordinance, in 2009, the zoning district classification, once again, remained largely unchanged: I-1 (Industrial), C-2 (General Commercial), and R-12 (Two-Family Residential). Since the adoption of the Zoning Ordinance, the zoning district classification of the properties comprising this application have remained consistent.

Missouri Secretary of State records indicate that Ted's Trash Service, Inc. was incorporated in 1970. Jackson County real estate records indicate that Ted's Trash Service, Inc. originally acquired the subject property in 1972. Based on information obtained via public record, the property owner has operated a refuse collection business from this property since 1972.

PROPOSAL:

The applicant has a separate application for a minor subdivision to combine the various tax parcels that comprise the subject site. The application for a minor subdivision (Case #24-330-22) is being processed concurrently with this application for a rezoning.

Due to the amalgamation of zoning district classifications that comprise the proposed single lot, the property owner is required to rezone the entire subject site under one classification, prior to approval of an application for a minor subdivision.

PHYSICAL CHARACTERISTICS OF THE PROPERTY:

The subject site is comprised of ±8.5 acres. The area of the site that fronts Truman Rd consists of two garage bays for vehicle/equipment storage; an office space for customer service; and recycling bins available to the public. This area is paved with concrete, meeting the City's development standard for all parking and loading areas in commercial districts to consist of paved, all-weather surfaces.

The remainder of the site is paved with gravel and/or other aggregate material and includes a gravel drive entrance off Harris Ave. These areas are used for vehicle/equipment storage. Any of these areas that are composed of gravel/aggregate are considered legal non-conforming. Future development will be required to be in full compliance with the development ordinance.

CHARACTERISTICS OF THE AREA:

The subject site is surrounded by a variety of zoning district classifications and property uses, ranging from single family residential to industrial.

South of the subject site, across Truman Road, contains a mixture of commercial establishments and residential dwellings. East of the subject site is the location of a legal nonconforming, multi-family development; the Fairmount Highlands subdivision, containing a mixture of single-family residences, duplexes, a restaurant, licensed tow lot, industrial equipment supplier, and used auto sales lot. West of the subject property houses a tow lot with two licensed tow operators, and a mixture of single-family and duplex residential uses. Lastly to the North of the subject site sits a large, undeveloped, wooded area along with the Pat-Mar Addition comprised of predominantly single-family residences.

Consistency with *Independence for All*, Strategic Plan:

This proposal conforms with Independence for All, Strategic Plan's objective to retain quality employers. Approval of this rezoning supports the applicant and their desired site improvements.

Comprehensive Plan Guiding Land Use Principles for the Current Designation:

Imagine Independence Comprehensive Plan 2040 envisions this property and the surrounding

area to be designated for residential use. Although the proposed rezoning does not conform to future land-use designations, the subject site has been designated a commercial and industrial zoning classification since the adoption of the Zoning Ordinance in 1965.

The guiding principles of Imagine Independence direct the city to, “Promote growth, innovation, investment and opportunity,” in the business & jobs sector. Imagine Independence provides a tool/policy to, “Focus retention on high-performing, capital intensive, existing employers so they may grow in place.”

Sub-Area Plans:

Although the subject site is located within the boundaries of the Downtown Redevelopment Area, this rezoning case falls outside of the scope of said sub-area plan.

Zoning:

The current zoning classification of the subject site is a broad amalgamation of two-family, general commercial and industrial. The proposed rezoning would help to unify the zoning classification in conformity with the current use of the site.

Platting:

The applicant has a separate application for a minor subdivision that is currently being processed administratively. One of the conditions for approval of the application for a minor subdivision (Case #24-330-22) requires the property owner to rezone their property. All lots in Independence must be comprised of one single zoning classification.

Historic and Archeological Sites:

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

Public Utilities:

All utilities are present and available to the applicant.

Floodplain/Stream Buffer:

A second order stream bisects the subject site, running generally Northwest. City Code requires stream buffers to be delineated on any plat recorded with Jackson County. As per City Code Sec. 7.05.005.B.2. second order streams are required to have a minimum average buffer width of 105 feet on each side of the stream. Language on the plat (#24-330-22) will be added indicating that there will no land disturbance/grading/development within the boundaries of the required stream buffer.

The second order stream buffer includes a flood zone designated by FEMA. This area has been delineated on the applicant’s plat and has been reviewed by City staff for conformity with all local, State, and Federal requirements.

CIP Investments:

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

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

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

Although Imagine Independence envisions Residential uses for the area, the Tools and Policies direct city staff to, “Focus retention on high-performing, capital intensive, existing employers so they may grow in place.” The approval of this rezoning supports the Tools and Policies outlined in Imagine Independence Comprehensive Plan.

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

Although the subject site is located within the Downtown Redevelopment Area, the nature of this proposal falls outside of its scope.

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

This area contains a variety of zoning classifications, including legal nonconforming uses—uses that would not be approved under the current version of the Development Code. Industrial uses surround the subject site to the West, Northwest, and East. This proposal is compatible with the current zoning and use of surrounding properties.

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

The character of the neighborhood includes a variety of zoning classification and uses. The subject site adjoins several industrial uses, as well as residential and commercial. This proposal is consistent with the character of the neighborhood.

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

This proposed rezoning will reduce existing nonconformities of the subject site. The proposed rezoning will allow for future development of the site, aiding in a well-planned community.

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

The property has been occupied since the early 1970’s, according to available public records.

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

The rezoning should have no detrimental effect on area properties. The current use adjoins several similar uses, and this property has been operated for several decades already. This proposal will not alter the character of the neighborhood.

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 cannot be platted according to the applicant's desired plan. Both this application for a rezoning and a subsequent minor subdivision will reduce existing nonconformities of the subject site.

Draft Planning Commission minutes are attached.

Emergency Justification:

Fiscal Impact:

Council Action:

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

REVIEWERS

Tom Scannell
Jeremy Cover
Zachary Walker
Susanne Holland

ATTACHMENTS:

1. Draft Ordinance 25-100-03
2. Rezoning Staff Report
3. Narrative
4. Application
5. Notification Letter
6. Address List
7. Notification Area Map
8. Affidavit
9. Minor Subdivision
10. Comp Plan
11. Zoning Map
12. Planning Commission Meeting Minutes 01-28-25

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE APPROVING A REZONING FROM DISTRICTS I-1 (INDUSTRIAL), C-2 (GENERAL COMMERCIAL), AND R-12 (TWO-FAMILY RESIDENTIAL) TO DISTRICT I-1 (INDUSTRIAL) FOR THE PROPERTY AT 10900 EAST TRUMAN ROAD.

WHEREAS, a request by the property owner to rezone the property located at 10900 East Truman Road from District I-1 (Industrial), C-2 (General Commercial), and R-12 (Two-Family Residential) to District I-1 (Industrial) 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 28, 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 7-0; and,

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

WHEREAS, 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 I-1 (Industrial), C-2 (General Commercial), and R-12 (Two-Family Residential) to District I-1 (Industrial) and shall be subject to the regulations of said district:

SEC 4 TWP 49 RNG 32 TH PT OF SW NE 1/4 DAF: BEG 50' N OF SW COR TH E 102.5' TH N 210' TH W 102.5' TH S 210' TO POB

AND

SEC 4 TWP 49 RNG 32; PT OF NE 1/4 DAF: BEG ON N LI TRUMAN RD 50' N AND 102.5' E OF; SW COR TH N 210' TO TR POB DAF: TH W 102.5' TO W LI 1/4 SEC; TH N 405' TH E 102.5' TH S 405' TO POB

AND

SEC 4 TWP 49 RNG 32 BEG 102.5' E OF SW COR TH N 615' TH E 181.5' TH S 615' TH W TH W 181.5' TO POB

AND

FAIRMOUNT HIGHLANDS; LOT 326 AND TH PT SW/4 NE1/4 SEC-04 TWP-49 RNG-32 DAF: BEG; 50' N AND 284' E OF SW COR SD SW NE ON N ROW TRUMAN RD TH E; 145.9' ALG SD ROW TH N 255' TH E 403.02' TO SE COR SD LOT; 326 ON W ROW HARRIS AVE TH N 70' M/L ALG SD ROW TO CEN LI; VAC RR TH NWLY 205' ALG SD CEN LI TH N 149' M/L TO NW COR; LOT 322 SD SUB TH W 400' M/L TH S 615' 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 28, 2025

STAFF: Gabe Glaser, Planner

PROJECT NAME: Teds Place Rezoning

CASE NUMBER/REQUEST: Continued Case 25-100-03 – Rezoning – 10900 E Truman Rd – A request to rezone the property from I-1 (Industrial), C-2 (General Commercial), and R-12 (Two Family Residential) to I-1 (Industrial).

APPLICANT: Dustin Ferrell

PROPERTY LOCATION: 10900 E Truman Rd

SURROUNDING ZONING/LAND USE:

North: R-12 (Two-Family Residential)Single-Family Residence
I-1 (Industrial)Construction Services; Industrial
Machinery/Equipment Service; Undisturbed Stream Buffer

East: R-12 (Two-Family Residential)Single-Family Residence; Two-Family
Residence (Duplex)
C-2 (General CommercialMulti-Family Residence; City-Owned
Property (Vacant); Single-Family Residence
I-1 (Industrial)Single-Family Residence; Tow Service Business

South: C-2 (General Commercial)Liquor Establishment; Single-Family
Residence
C-3 (Service Commercial)

West: R-12 (Two-Family Residential)Single-Family Residence; Two-Family
Residence (Duplex)
C-2 (General Commercial)Tow Service Business

PUBLIC NOTICE:

- Letters to property owners – January 2, 2025
- Public Notice published in the Independence Examiner – December 28, 2024
- Signs posted on property – January 10, 2025

FURTHER ACTION:

Following action by the Planning Commission, this rezoning request is scheduled for first reading by the City Council on March 3, 2025, and the public hearing/second reading on March 17, 2025.

RECOMMENDATION

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

PROJECT DESCRIPTION & BACKGROUND INFORMATION

PROJECT DESCRIPTION: A rezoning from I-1, C-2 and R-12 to I-1.

Current Zoning: C-2 (General Commercial); R-12 (Two-Family Residential); and I-1 (Industrial)

Proposed Zoning: I-1 (Industrial)

Current Use: Refuse Collection Business

Proposed Use: Refuse Collection Business

Zoning History:

The majority of the subject site is comprised of unplatted tracts of land. While a small portion of the eastern region of this site was platted in 1923 as part of the Fairmount Highlands subdivision.

The subject site was annexed into the City of Independence, in 1961, as part of Ordinance 14871. In 1965, when the City of Independence adopted the Zoning Ordinance, this property was assigned multiple zoning district classifications: M-1 (Light Manufacturing), C-3 (Commercial), and R-2 (Two-Family Residential). In 1980, when the city updated its Zoning Ordinance, the zoning classifications remained largely unchanged: M-1 (Industrial), C-2 (General Commercial), and R-2 (Two-Family Residential). Most recently, when the city adopted the Unified Development Ordinance, in 2009, the zoning district classification, once again, remained largely unchanged: I-1 (Industrial), C-2 (General Commercial), and R-12 (Two-Family Residential). Since the adoption of the Zoning Ordinance, the zoning district classification of the properties comprising this application have remained consistent.

Missouri Secretary of State records indicate that Ted's Trash Service, Inc. was incorporated in 1970. Jackson County real estate records indicate that Ted's Trash Service, Inc. originally acquired the subject property in 1972. Based on information obtained via public record, the property owner has operated a refuse collection business from this property since 1972.

Proposal:

The applicant has a separate application for a minor subdivision, to combine the various tax parcels that comprise the subject site. The application for a minor subdivision (case #24-330-22) is being processed concurrently with this application for a rezoning.

Due to the amalgamation of zoning district classifications that comprise the proposed single lot, the property owner is required to rezone the entire subject site under one classification, prior to approval of an application for a minor subdivision.

Physical Characteristics of Property:

The subject site is comprised of ±8.5 acres. The area of the site that fronts Truman Rd consists of two garage bays for vehicle/equipment storage; an office space for customer service; and recycling bins available to the public. This area is paved with concrete, meeting the City's development standard for all parking and loading areas in commercial districts to consist of paved, all-weather surfaces.

The remainder of the site is paved with gravel and/or other aggregate material and includes a gravel drive entrance off Harris Ave. These areas are used for vehicle/equipment storage. Any of these areas that are composed of gravel/aggregate are considered legal non-conforming. Future development will be required to be in full compliance with the development ordinance.

Characteristics of the Area:

The subject site is surrounded by a variety of zoning district classifications and property uses, ranging from single family residential to industrial.

South of the subject site, across Truman Road, contains a mixture of commercial establishments and residential dwellings. East of the subject site is the location of a legal nonconforming, multi-family development; the Fairmount Highlands subdivision, containing a mixture of single-family residences, duplexes, a restaurant, licensed tow lot, industrial equipment supplier, and used auto sales lot. West of the subject property houses a tow lot with two licensed tow operators, and a mixture of single-family and duplex residential uses. Lastly to the North of the subject site sits a large, undeveloped, wooded area along with the Pat-Mar Addition comprised of predominantly single-family residences.

ANALYSIS**Consistency with *Independence for All*, Strategic Plan:**

This proposal conforms with Independence for All, Strategic Plan's objective to retain quality employers. Approval of this rezoning supports the applicant and their desired site improvements.

Comprehensive Plan Tools and Policies for the Current Designation:

Imagine Independence Comprehensive Plan 2040 envisions this property and the surrounding area to be designated for residential use. Although the proposed rezoning does not conform to future land-use designations, the subject site has been designated a commercial and industrial zoning classification since the adoption of the Zoning Ordinance in 1965.

The guiding principles of Imagine Independence direct the city to, "Promote growth, innovation, investment and opportunity," in the business & jobs sector. Imagine Independence provides a tool/policy to, "Focus retention on high-performing, capital intensive, existing employers so they may grow in place."

Sub-Area Plans:

Although the subject site is located within the boundaries of the Downtown Redevelopment Area, this rezoning case falls outside of the scope of said sub-area plan.

Zoning:

The current zoning classification of the subject site is a broad amalgamation of two-family, general commercial and industrial. The proposed rezoning would help to unify the zoning classification in conformity with the current use of the site.

Platting:

The applicant has a separate application for a minor subdivision that is currently being processed administratively. One of the conditions for approval of the application for a minor subdivision

(#24-330-22) requires the property owner to rezone their property. All lots in Independence must be comprised of one single zoning classification.

Historic and Archeological Sites:

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

Public Utilities:

All utilities are present and available to the applicant.

Floodplain/Stream Buffer:

A second order stream bisects the subject site, running generally Northwest. City Code requires stream buffers to be delineated on any plat recorded with Jackson County. As per City Code **Sec. 7.05.005.B.2.** second order streams are required to have a minimum average buffer width of 105 feet on each side of the stream. Language on the plat (#24-330-22) will be added indicating that there will no land disturbance/grading/development within the boundaries of the required stream buffer.

The second order stream buffer includes a flood zone designated by FEMA. This area has been delineated on the applicant's plat and has been reviewed by City staff for conformity with all local, State, and Federal requirements.

CIP Investments:

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

REVIEW CRITERIA

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

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

Although Imagine Independence envisions Residential uses for the area, the Tools and Policies direct city staff to, "Focus retention on high-performing, capital intensive, existing employers so they may grow in place." The approval of this rezoning supports the Tools and Policies outlined in Imagine Independence Comprehensive Plan 2024

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

Although the subject site is located within the Downtown Redevelopment Area, the nature of this proposal falls outside of its scope.

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

This area contains a variety of zoning classifications, including legal nonconforming uses—uses that would not be approved under the current version of the Development Code. Industrial uses surround the subject site to the West, Northwest, and East. This proposal is compatible with the current zoning and use of surrounding properties.

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

The character of the neighborhood includes a variety of zoning classification and uses. The subject site adjoins several industrial uses, as well as residential and commercial. This proposal is consistent with the character of the neighborhood.

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

This proposed rezoning will reduce existing nonconformities of the subject site. The proposed rezoning will allow for future development of the site, aiding in a well-planned community.

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

The property has been occupied since the early 1970's, according to available public records.

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

The rezoning should have no detrimental effect on area properties. The current use adjoins several similar uses, and this property has been operated for several decades already. This proposal will not alter the character of the neighborhood.

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 cannot be replatted according to the applicant's desired plan. Both this application for a rezoning and a subsequent minor subdivision will reduce existing nonconformities of the subject site.

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



LAND SURVEYORS

INDUSTRIAL MEASUREMENT SPECIALISTS

FOUNDER: JAMES P. ANDERSON 1897 — 1948

PROFESSIONAL LAND SURVEYORS

JAMES S. ANDERSON, President
OLIVER S. ANDERSON 1926-1983
ROBERT W. ANDERSON 1924-1965
ROBERT J. ANDERSON
JOHN P. WEBSTER

November 27, 2024

City of Independence, Missouri
Community Development
Planning Department

APPLICANT COVER LETTER

RE: FAIRMOUNT HIGHLANDS, LOT 326 AND PART OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 4, TOWNSHIP 49, RANGE 32.

Fairmount Highlands, Lot 326 and part of the Southwest quarter of the Northeast quarter of Section 4, Township 49, Range 32 is a proposed Minor Subdivision Plat located at 10736 East Truman Road, Independence, Jackson County, Missouri.

The subject property currently has a metes and bounds description and is one lot platted. The owner intends to install a carport structure and seeks to combine the entire property to create a single lot to effectively eliminate building setback issues.

The owner also plans to dedicate a stream buffer zone.

The owner seeks to classify the entirety of the property under one single zoning designation.

All infrastructure and utilities are available and active to the subject property.



*The quiet of our estates, in a great measure, depends upon
the faithfulness, understanding, and care of our surveyors.
Virginia Statutes, 1705*



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

Teds Place
Project Name

10900 E Truman Rd. Independence, MO 64052
Project Address/Location

Sq. Ft. of Building 8.58 Acreage 4 (proposed 1) Yes
Existing Zoning I-1, C-2, R-12 Proposed Zoning I-1 Existing Land Use Trash Hauler Proposed Land Use Trash Hauler

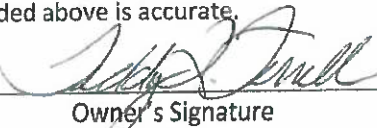
Basic Application Requirements (See the Planning & Zoning Application Guide for additional requirements)

☒ 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	
Dustin Ferrell	Ted's Trash Service Inc.	Teddy Ferrell	Ted's Trash Service Inc.
Name	Company	Name	Company
10736 E Truman Rd. Independence, MO 64052		10900 E Truman Rd. Independence, MO 64052	
Address		Address	
816-645-4194	dusty@tedstrash.com	816-252-1594 ext 103	dusty@tedstrash.com
Phone	Email	Phone	Email
Architect/Engineer/Surveyor/Other:		Architect/Engineer/Surveyor/Other:	
Russ Bishop	Anderson Survey	Nick Wahl	Wahl Construction
Name	Company	Name	Company
1270 NE Delta School Rd Lee's Summit, MO 64064		103 W 26 Ave STE 240 Kansas City, MO 64116	
Address		Address	
816-246-5050	rb@andersonsurvey.com	816-800-2148	nick@wahlcco.com
Phone	Email	Phone	Email

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

Applicant's Signature Date 11-25-24 Owner's Signature Date 11/25/2024

Appendix B - Property Owner Notification Letter

City of Independence, Missouri

Date: 1-2-2025

Case No. 25-100-03

Dear Property Owner:

This letter is to notify you that an application has been submitted for consideration by the Planning Commission and City Council. A full public hearing will be held by the Planning Commission and the City Council will consider new information on the dates and times below.

Proposed Case Type (Check One):

- ☒ Rezoning ☐ Rezoning/PUD ☐ Special Use Permit
☐ Preliminary Development Plan

Proposed project description: Construction of a canopy structure
for Ted's Trash Service Inc.

Applicant: Dusty Ferrell

Location of Property: 10900 E Truman Rd Independence, MO 64052

Planning Commission Meeting Date: January 28th, 2025, at 6:00 p.m.

City Council Meeting Date: March 17th, 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.


Applicant (or Owner/Agent)

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

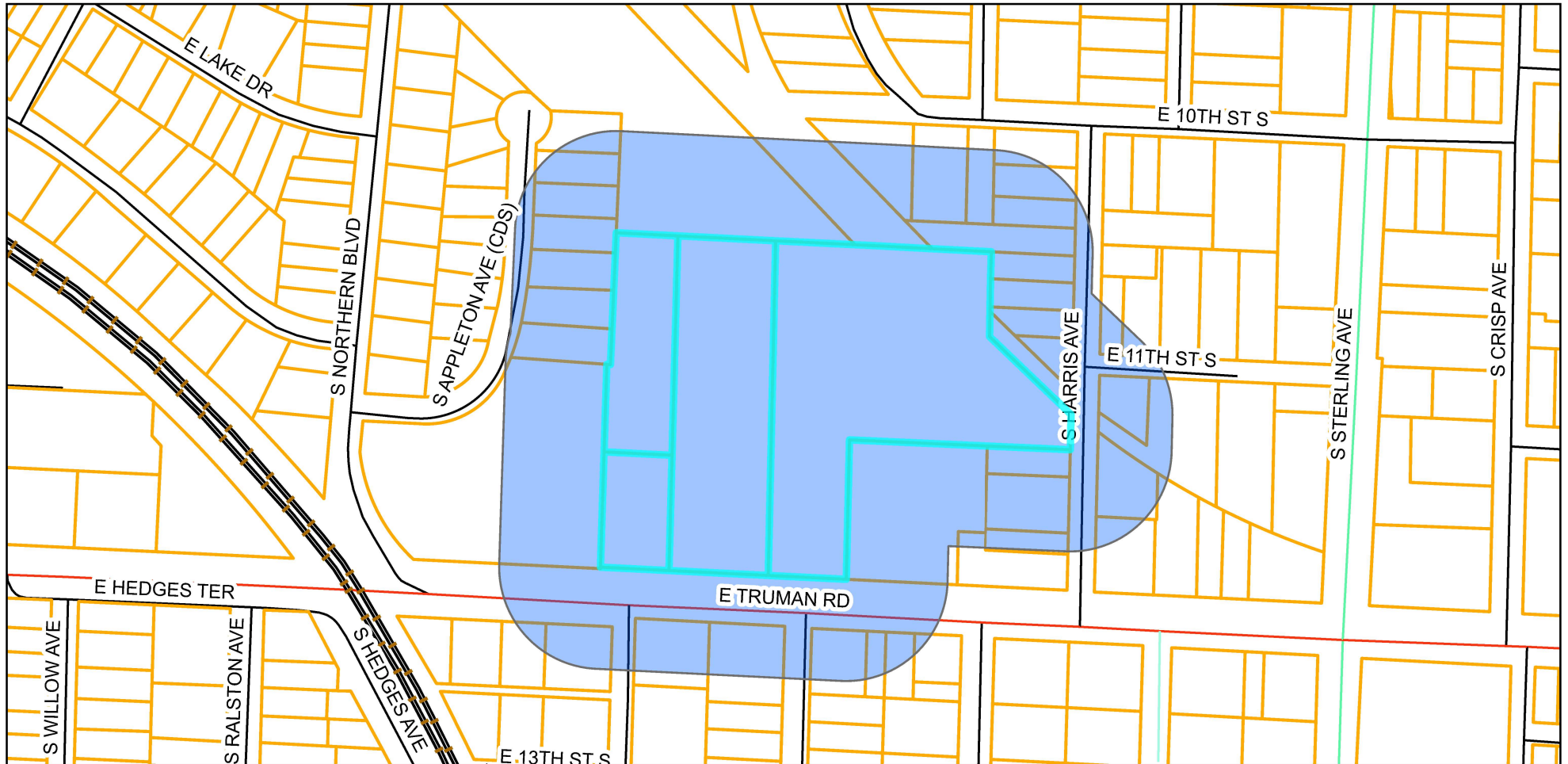
Property Address	Property Owner	Owner Address	City	State	ZIP Code
10736 E TRUMAN RD	TED'S TRASH SERVICE OFFICE LLC	10736 E TRUMAN RD	INDEPENDENCE	MO	64052
1109 S APPLETON AVE	LORBER LIGHT LLC	750 NELSON RANCH RD	CEDAR PARK	TX	78613
1008 S HARRIS AVE	BEAVER TALL PROPERIES LLC	1701 MCKINLEY	KANSAS CITY	MO	64126
1105 S APPLETON AVE	HUFF MICHAEL	16501 E GEORGE FRANKLYN DR	INDEPENDENCE	MO	64055
1101 S APPLETON AVE	HUFF MICHAEL J	16501 E GEORGE FRANKLYN DR	INDEPENDENCE	MO	64055
1014 S HARRIS AVE	MKMM NO 3 LLC	PO BOX 25	INDEPENDENCE	MO	64050
1010 S HARRIS AVE	BUCK PAUL A	P O BOX 520282	INDEPENDENCE	MO	64052
10906 E TRUMAN RD APT 3	LOSTAL ENTERPRISES LLC	401 N 5TH ST	KANSAS CITY	KS	66101
10710 E TRUMAN RD	TED'S TRASH SERVICE OFFICE LLC	10736 E TRUMAN RD	INDEPENDENCE	MO	64052
10900 E TRUMAN RD	TEDS TRASH SERVICE INC	10900 E TRUMAN RD	INDEPENDENCE	MO	64052
801 S NORTHERN BLVD	801-901 SOUTH NORTHERN BOULEVARD LLC	901 S NORTHERN BLVD	INDEPENDENCE	MO	64053
10730 E TRUMAN RD	ITR LLC	1015 S BETHANY ST	KANSAS CITY	KS	66105
1019 S APPLETON AVE	CABRERA JUAN	1019 S APPLETON AVE	INDEPENDENCE	MO	64053
1020 S HARRIS AVE	JOHNSON TALIGAI	1020 HARRIS	INDEPENDENCE	MO	64054
10800 E TRUMAN RD	TED'S TRASH SERVICE OFFICE LLC	10736 E TRUMAN RD	INDEPENDENCE	MO	64052
1108 S HARRIS AVE	SLH LLC	4024 EMERALD ST # 200C	TORRANCE	GA	90503
1017 S APPLETON AVE	HUFF MICHAEL J	16501 E GEORGE FRANKLYN DR	INDEPENDENCE	MO	64055
1022 S HARRIS AVE	JOHNSON TALIGAI PELA	1020 HARRIS	INDEPENDENCE	MO	64054
10903 E 10TH ST S	KERN GREGORY JOHN AND LUANN M	10903 E 10TH ST S	INDEPENDENCE	MO	64054
10907 E 10TH ST S UNIT B	JEAN NELSON LLC	PO BOX 12108 MC068	AUSTIN	TX	78711
10909 E 10TH ST S	LAND TRUST OF JACKSON COUNTY MISSOURI	4035 CENTRAL ST	KANSAS CITY	MO	64111
1006 S HARRIS AVE	KREISEL JEFFERY & MARY	1006 S HARRIS AVE	INDEPENDENCE	MO	64054
1114 S HARRIS AVE	HILLS ELDON R II	1114 S HARRIS	INDEPENDENCE	MO	64054
1107 S HARRIS AVE	ELMORE LANGER CYNTHIA & LANGER ANDREW	11074 E TRUMAN RD	INDEPENDENCE	MO	64052
11103 E 11TH ST S	BURNUP NINA C	1304 W SHORT	INDEPENDENCE	MO	64050
1101 S HARRIS AVE	ERAZO REYNA R	1101 S HARRIS AVE	INDEPENDENCE	MO	64054
1015 S APPLETON AVE	HAROLD JOHN R	1015 S APPLETON AVE	INDEPENDENCE	MO	64053
10805 E TRUMAN RD	MGM PROPERTY GROUP LLC	218 ADDYSTON	PARC SAINT PETERS	MO	63376
10817 E TRUMAN RD	FRYER BRANDON	16514 E MECHANIC AVE	INDEPENDENCE	MO	64050

10901 E TRUMAN RD	WAFIE MAHMOUD AL AND CHOUDHARY FAISAL MAHMOOD	7835 DONNELLY AVE	KANSAS CITY	MO	64138
1002 S HARRIS AVE	MOLINO FRANK J	19510 BUNDSCHU RD	INDEPENDENCE	MO	64056
10909 E TRUMAN RD	MONTALDI ANDREW	5527 WOODLAND LN	FT LAUDERDALE	FL	33312
10725 E TRUMAN RD	FATEH AZAD & OTHMAN ZIYAN	8818 NE 116TH PL	KANSAS CITY	MO	64157
11100 E 11TH ST S	FALTYNOWSKI HAILEY	11100 E 11TH ST S	INDEPENDENCE	MO	64054
10913 E TRUMAN RD	ACOSTA RAFAEL & HERCULES RAMOS MARIA DEL ROSARIO	1706 S POLLARD AVE	INDEPENDENCE	MO	64055
11014 E TRUMAN RD	LANGER RUDY F-TRUSTEE	4939 WARD PKWY	KANSAS CITY	MO	64112
11102 E 11TH ST S	HUMPHREY MAY ANN	11102 E 11TH ST	INDEPENDENCE	MO	64054
10717 E TRUMAN RD	DELA CALZADA SHAUN & TAHNEE	1814 WAIHEE ST	HONOLULU	HI	96817
1013 S APPLETON AVE	NEW EARTH PROPERTIES LLC	31605 E BURGESS RD	BUCKNER	MO	64016
1116 S HARRIS AVE	NEW DIRECTION IRA INC	13952 E MARINA DR APT 311	AURORA	CO	80014
11008 E TRUMAN RD	CITY OF INDEPENDENCE	111 E MAPLE	AVEINDEPENDENCE	MO	64050
10917 E TRUMAN RD	WOODS JIMMY	2001 BENTON BLVD	KANSAS CITY	MO	64127
1000 S HARRIS AVE	BLANKENSHIP CAROL	19510 E BUNDSCHU RD	INDEPENDENCE	MO	64056
11102 E TRUMAN RD	LANGER RUDY & LANGER CINDY	4939 WARD PARKWAY	KANSAS CITY	MO	64112

Notification Area Map

10900 E Truman Rd

#25-100-03



Legend

Parcels

Parcels

Streets

Highway

Local

Major Arterial

Unknown

City Limits

City Limits

0 0.05 0.1 0.2 Miles

Prepared by: Gabe Glaser
Community Development Department

Date Saved: 1/17/2025 10:53 AM

Appendix C - Property Owner Notification Affidavit

STATE OF MISSOURI

COUNTY OF JACKSON

Case No. 25-100-03

I, Teddy Ferrell, of lawful age being first duly sworn upon oath, state:

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

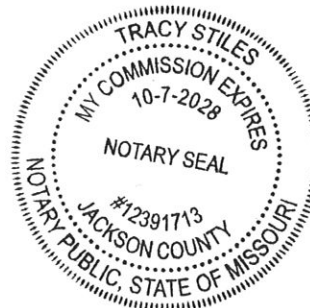
These notices were mailed on the 2 day of January, 2025.

Teddy Ferrell *President*
Signature of Agent, Owner or Attorney

Subscribed and sworn to before me this 2 day of January, 2025

Tracy Stiles
Notary Public

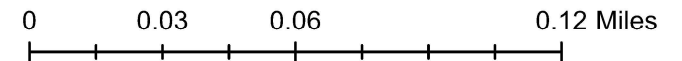
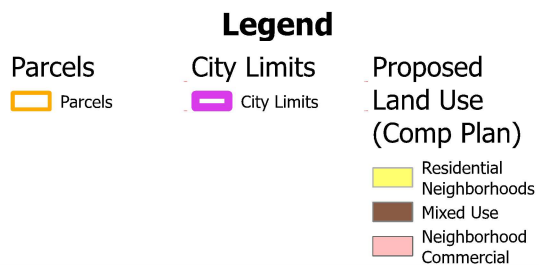
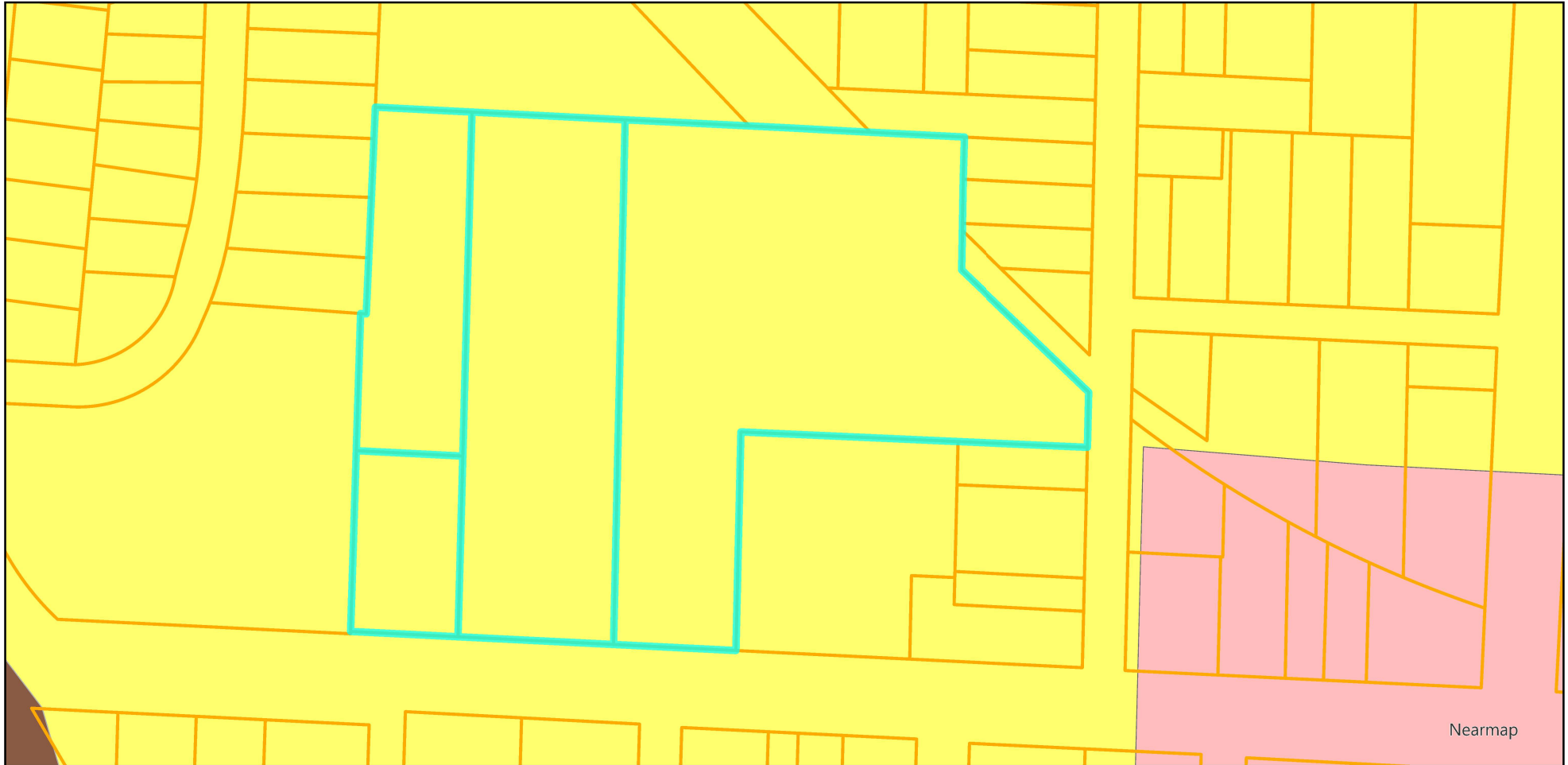
10/7/2028
Commission Expiration Date



Comprehensive Plan

10900 E Truman Rd

#25-100-03

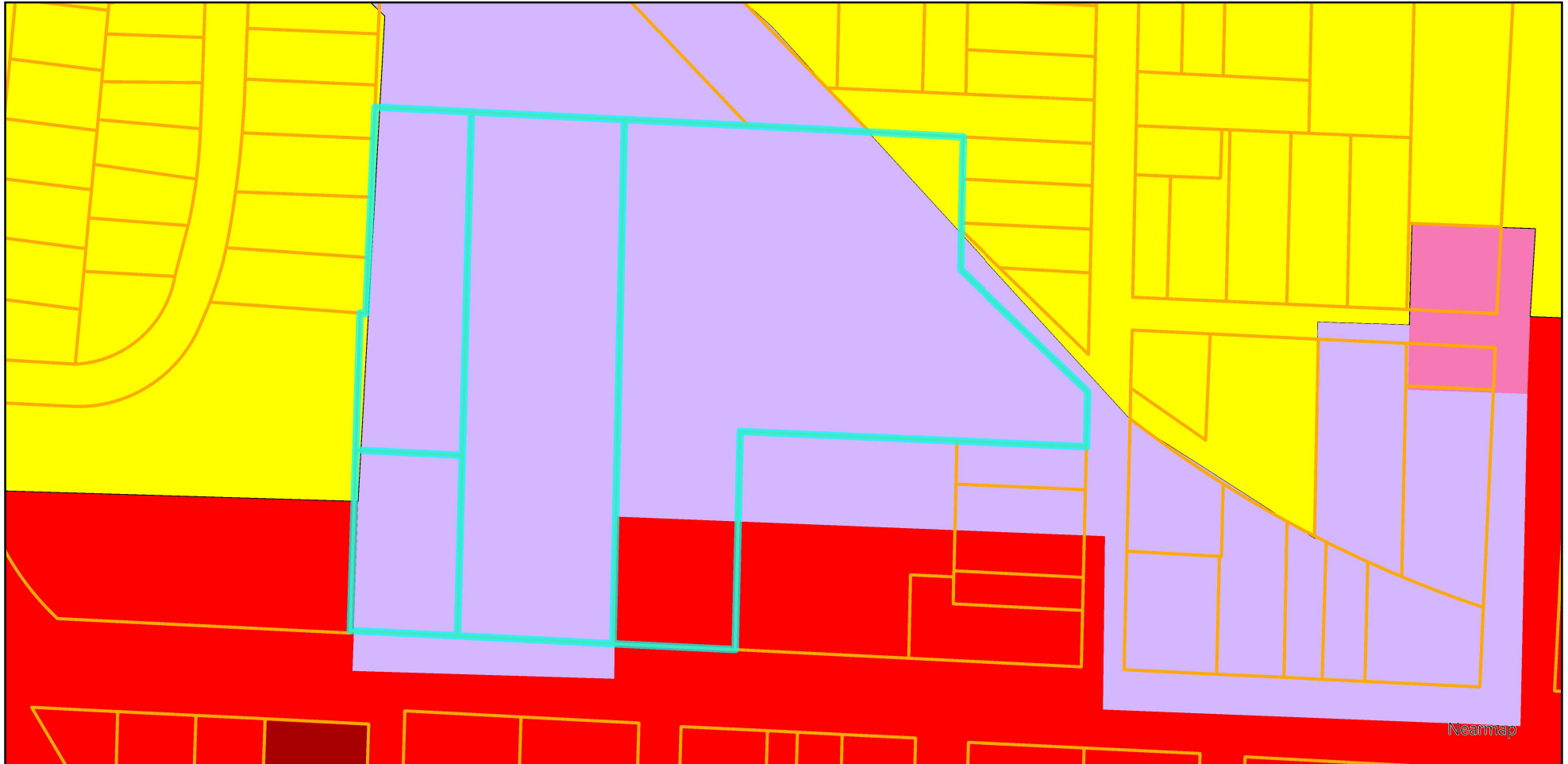


Prepared by: Gabe Glaser
Community Development Department
Date Saved: 1/17/2025 10:53 AM

Zoning Map

10900 E Truman Rd

#25-100-03



Nearmap

Legend

Parcels
 Parcels

City Limits
 City Limits

Zoning District
 C-1
 C-2
 C-3
 I-1
 R-12
 R-18/PUD

0 0.03 0.06 0.12 Miles


Prepared by: Gabe Glaser
 Community Development Department
 Date Saved: 1/17/2025 10:53 AM



Planning Commission Minutes

January 28, 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 1/28/2025, 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.

Commissioner Nesbitt requested to pull case 24-320-06 off the Consent Agenda.

1. Planning Commission Minutes – January 14, 2025

Motion

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

2. Case 24-320-06 – Final Plat – Timber Creek Ranch, 5th Plat – A request for approval of a Final Plat generally located north of Bundschu and Old Mill Road.

Commissioner Comments

In response to Commissioner Nesbitt's question, Mr. Harker explained that the reason the plat looks different is because the preliminary plat phase lines changed.

Motion

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

PUBLIC HEARINGS

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

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.

In response to Commissioner Nesbitt's question, Mr. Glaser reviewed the stream buffer and water detention requirements.

Applicant Comments

Dustin Ferrell, 26917 E Flynn Rd, stated they would like an awning for their trucks and to complete this project, they need to combine these properties.

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.

2. **Case 25-100-06 – Rezoning – 336 N. Hocker Ave** – A request to rezone the property from I-1 (Industrial) 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. Mr. Harker noted the applicant was unable to attend.

In response to Commissioner Ashbaugh's question, Mr. Harker stated Municipal Services would determine if any curbing needs to be extended.

In response to Commissioner Nesbitt's question, Mr. Harker stated the house is currently categorized as a dangerous building. He further noted that the applicant must obtain a permit to address this issue, in addition to rezoning.

Public Comments

No public comments.

Motion

Commissioner Eric Ashbaugh made a motion to approve the case. Commissioner Virginia Ferguson seconded the motion. The motion was approved Yes 6, No 0, Abstained 1.

ROUNDTABLE - NEXT MEETING FEBRUARY 11, 2025

ADJOURNMENT

The meeting was adjourned at 6:30 p.m.

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

25-015 **1R** An ordinance approving a rezoning from District I-1 (Industrial) to District R-6 (Single-Family Residential) for the property at 336 N. Hocker Avenue. **1R Read**

Recommendations:

Commissioner Ashbaugh made a motion to recommend approval of the rezoning for 336 N. Hocker Avenue. A second was made by Commissioner Ferguson. The Independence Planning Commission voted as follows:

Commissioner Nesbitt – Yes

Commissioner Ferguson – Yes

Commissioner Ashbaugh – Yes

Commissioner Wiley – Yes

Commissioner O’Neill – Abstain

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:**EXECUTIVE SUMMARY:**

A request by the City of Independence to rezone the property located at 336 N. Hocker Avenue from I-1 (Industrial) to R-6 (Single-Family Residential).

PROPERTY’S HISTORY:

In 1868, the property to be rezoned was platted as part of Johnsons 2nd Addition. It contains the north 45 feet of Lot 3 and the south 30 feet of Lot 5. The property was annexed by the City of Independence in 1851.

At the time Independence adopted its Zoning District Map (Ordinance No. 1132) in 1965, the property was designated M-1 (Industrial). In 2009, when the City adopted its Unified Development Ordinance (Ordinance No. 17339), this property was relabeled I-1 (Industrial).

PROPOSAL:

Yogi Gupta seeks to rezone the property at 336 N. Hocker Avenue to R-6 (Single-Family Residential) to rehabilitate a structure designed as a single-family home. It will better conform with the existing land use and character of the surrounding neighborhood.

PHYSICAL CHARACTERISTICS OF THE PROPERTY:

The small, dilapidated, pre-World War II house, deeper than it is wide, sets on an embankment west of a steep Hocker Avenue sloping down to the south. The only other house in the immediate vicinity is across the street to the northeast. About one-half block to the north is a

cluster of homes zoned I-1 (Industrial) as well.

CHARACTERISTICS OF THE AREA:

Residences in this neighborhood vary in era from the 1920's to 1960's. The single-family homes to the north are mostly small and of similar size. The apartment complex to the south dates from the early 1970's.

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 uses. The relevant 'Tool and Policies' is, "Identify areas within established neighborhoods where infill development would be appropriate."

Sub-Area Plans:

This property is 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). Whereas, the existing I-1 (Industrial) zoning allows for warehousing, wholesaling, vehicle repair, small engine repair, vehicle storage, office use, government facilities, utilities and manufacturing. The size of the lot would not be conducive for industrial type buildings, site configurations and uses.

Historic and Archeological Sites:

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

Public Utilities:

All utilities are available in the near-by right-of-way and easements.

Access and Driveway:

The property has a nonconforming gravel driveway that has been covered by soil and grass. The rehabilitated house will need a new paved driveway.

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. The relevant 'Tool and Policies' is, "Identify areas within established neighborhoods where infill development would be appropriate." 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 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 single-family homes to the north and northeast.

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 I-1 zoning is not compatible with existing housing stock and uses in the area. Further, the size of the lot would not be conducive for industrial type buildings, site configurations and uses.

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

The property has been vacant for three years.

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

The rezoning should not have a 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 rehabilitate this property. The lot is small, and the design of the small structure is not appropriate for industrial uses.

Draft Planning Commission 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 25-100-06
2. Rezoning Staff Report 25-100-06
3. Narrative
4. Application
5. Notification Letter
6. Notification Addresses
7. Notification Area Map
8. Affidavit
9. Aerial Photograph
10. Comprehensive Plan
11. Zoning Map
12. Planning Commission Meeting Minutes 01-28-25

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE APPROVING A REZONING FROM DISTRICT I-1 (INDUSTRIAL) TO DISTRICT R-6 (SINGLE-FAMILY RESIDENTIAL) FOR THE PROPERTY AT 336 N. HOCKER AVENUE.

WHEREAS, a request by the property owner to rezone the property located at 336 N. Hocker Avenue from District I-1 (Industrial) 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 28, 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 6-0 and 1 abstention; 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 I-1 (Industrial) to District R-6 (Single-Family Residential) and shall be subject to the regulations of said district:

JOHNSONS 2ND; N 45' LOT 3 AND S 30' LOT 5

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 28, 2025

STAFF: Brian L. Harker, Senior Planner

PROJECT NAME: Yogi Gupla Rezoning

CASE NUMBER/REQUEST: **Case 25-100-06 – Rezoning – 336 N. Hocker Ave** – A request to rezone the property from I-1 (Industrial) to R-6 (Single Family Residential).

APPLICANT: Yogi Gupla

PROPERTY LOCATION: 336 N. Hocker Avenue

SURROUNDING ZONING/LAND USE:

- North:** I-1 (Industrial)...vacant lots
South: R-18/PUD (Moderate Density Residential/Planned Unit Development)...apartment complex
East: I-1 (Industrial) and R-18/PUD (Moderate Density Residential/Planned Unit Development)...single-family home and apartment complex
West: I-1 (Industrial) and R-18/PUD (Moderate Density Residential/Planned Unit Development)...city park and apartment complex

PUBLIC NOTICE:

- Letters to property owners – January 10, 2025
- Public Notice published in the Independence Examiner – January 11, 2025
- Signs posted on property – January 10, 2025

FURTHER ACTION:

Following action by the Planning Commission, this rezoning request is scheduled for first reading by the City Council on March 3, 2025 and the public hearing/second reading on March 17, 2025.

RECOMMENDATION

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

PROJECT DESCRIPTION & BACKGROUND INFORMATION

PROJECT DESCRIPTION: A rezoning for this property from I-1 (Industrial) to R-6 (Single-Family Residential Low Density).

Current Zoning:	I-1 (Industrial)	Proposed Zoning:	R-6 (Single-Family Residential)
Current Use:	Vacant House		
Proposed Uses:	Restored Residence		

Zoning History:

In 1868, the property to be rezoned was platted as part of Johnsons 2nd Addition. It contains the north 45 feet of Lot 3 and the south 30 feet of Lot 5. The property was annexed by the City of Independence in 1851.

At the time Independence adopted its Zoning District Map (Ordinance No. 1132) in 1965, the property was designated M-1 (Industrial). In 2009, when the City adopted its Unified Development Ordinance (Ordinance No. 17339), this property was relabeled I-1 (Industrial).

Proposal:

Yogi Gupta seeks to rezone the property at 336 N. Hocker Avenue to R-6 (Single-Family Residential) to rehabilitate a structure designed as a single-family home. It will better conform with the existing land use and character of the surrounding neighborhood.

Physical Characteristics of Property:

The small, dilapidated, pre-World War II house, deeper than it is wide, sits on an embankment west of a steep Hocker Avenue sloping down to the south. The only other house in the immediate vicinity is across the street to the northeast. About one-half block to the north is a cluster of homes zoned I-1 (industrial) as well.

Characteristics of the Area:

Residences in this neighborhood vary in era from the 1920's to 1960's. The single-family homes to the north are mostly small and of similar size. The apartment complex to the south dates from the early 1970's.

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 uses. The relevant 'Tool and Policies' is, "Identify areas within established neighborhoods where infill development would be appropriate."

Sub-Area Plans:

This property is 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). Whereas, the existing I-1 (Industrial) zoning allows for warehousing, wholesaling, vehicle repair, small engine repair, vehicle storage, office use, government facilities, utilities and manufacturing. The size of the lot would not be conducive for industrial type buildings, site configurations and uses.

Historic and Archeological Sites:

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

Public Utilities:

All utilities are available in the near-by right-of-way and easements.

Access and Driveway:

The property has a nonconforming gravel driveway that has been covered by soil and grass. The rehabilitated house will need a new paved driveway.

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. The relevant 'Tool and Policies' is, "Identify areas within established neighborhoods where infill development would be appropriate." 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 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 single-family homes to the north and northeast.

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 I-1 zoning is not compatible with existing housing stock and uses in the area. Further, the size of the lot would not be conducive for industrial type buildings, site configurations and uses.

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

The property has been vacant for three years.

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

The rezoning should not have a 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 rehabilitate this property. The lot is small, and the design of the small structure is not appropriate for industrial uses.

EXHIBITS

1. Narrative
2. Application
3. Notification letter
4. Address List
5. Notification Area Map
6. Aerial Photograph
7. Affidavit
8. Comprehensive Plan map
9. Zoning map

we purchased the house from a
wholesaler & looks like it was vacant
for more than allowable period.

The property was grandfathered as
it & now it is II.

request you to rezone.

A handwritten signature in cursive script, featuring a large, stylized initial 'G' followed by a horizontal line.

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: 336 Hoecker

Project Address/Location: 336 Hoecker Ave., Independence, mo.

Sq. Ft. of Building: 800 sq Acreage: 1 Number of Lots/Tracts: 1 Steam Buffer (Yes or No):

Existing Zoning: I1 Proposed Zoning: RG Existing Land Use: Vacant SFR Proposed Land Use: SFR

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	
Name	Company	Name	Company
<u>Yogi Gupta</u>			
<u>18324 Conner St. O.P.K.S. - 66223</u>			
Address		Address	
<u>913-271-7330</u>		<u>sgpmanagementllc@gmail.com</u>	
Phone	Email	Phone	Email
<u>OSH'S CONSTRUCTION @gmail.com</u>			
Architect/Engineer/Surveyor/Other:		Architect/Engineer/Surveyor/Other:	
Name	Company	Name	Company
Address		Address	
Phone	Email	Phone	Email

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

Applicant's Signature	Date	Owner's Signature	Date
<u>[Signature]</u>	<u>12/4/24</u>		

Appendix B - Property Owner Notification Letter

City of Independence, Missouri

Date: 01/10/2025

Case No. #25-100-06

Dear Property Owner: CITY OF INDEPENDENCE

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: Converting commercial property into a residential property

Applicant: 22 CENTURY INVESTMENTS LLC

Location of Property: 336 N HOCKER AVE INDEPENDENCE, MO 64050

Planning Commission Meeting Date: January 28, 2025 at 6:00 p.m.

City Council Meeting Date: March 17, 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.

Yogendra Gupta

Applicant (or Owner/Agent)

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

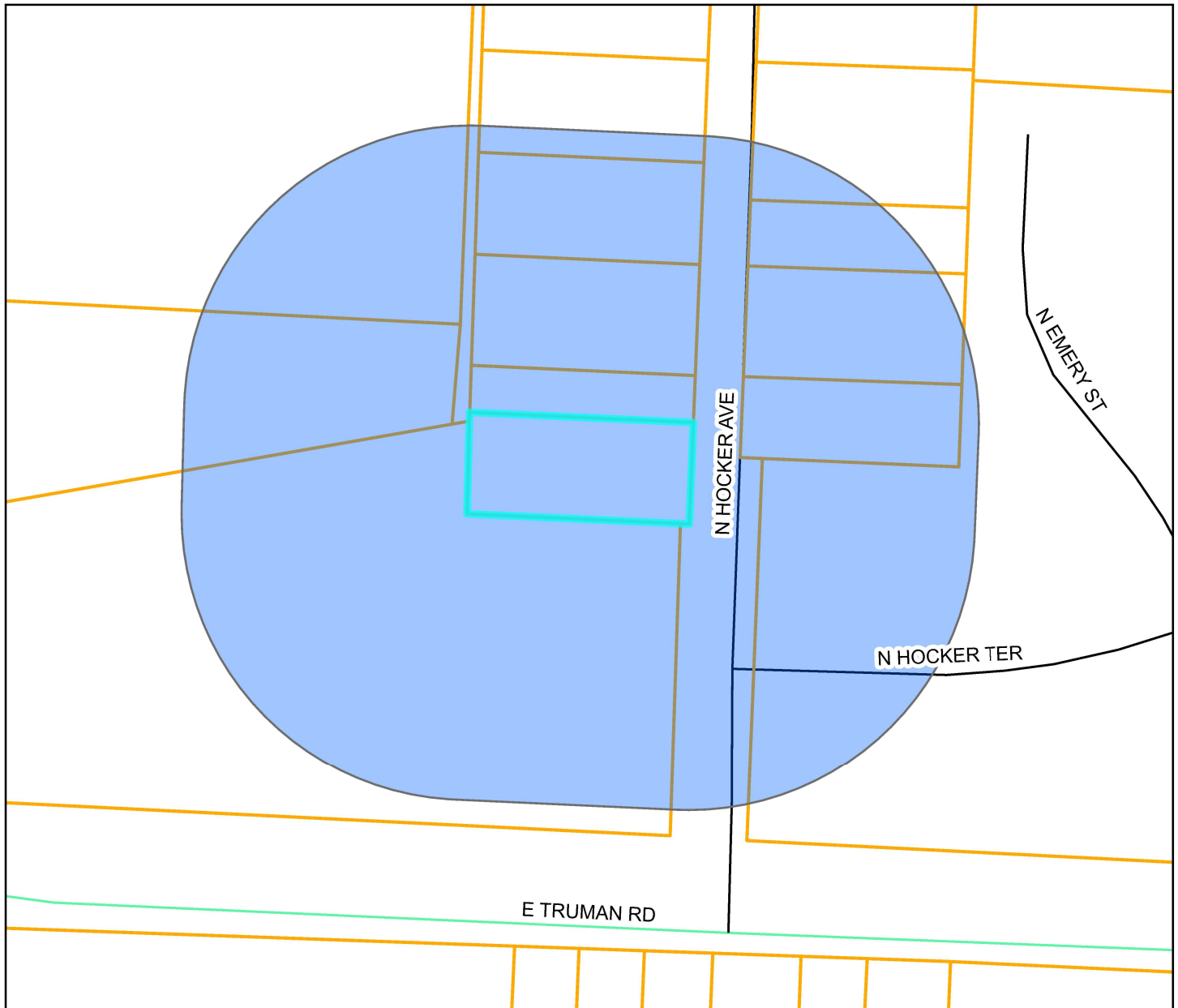
Property Address	Property Owner	Owner Address	City	State	ZIP Code
414 N EMERY ST	INDEPENDENCE HOUSING AUTHORITY	210 S PLEASANT ST APT 112	INDEPENDENCE	MO	64050
336 N HOCKER AVE	22 CENTURY INVESTMENTS LLC	7500 W 151ST ST STE 23201	OVERLAND PARK	KS	66283
323 N HOCKER AVE	KL INVESTMENT PROPERTIES LLC	1140 S DODGION AVE	INDEPENDENCE	MO	64050
400 N HOCKER AVE	CITY OF INDEPENDENCE	111 E MAPLE	AVEINDEPENDENCE	MO	64050
401 N HOCKER AVE	LAND TRUST OF JACKSON COUNTY MISSOURI	4035 CENTRAL ST	KANSAS CITY	MO	64111
414 N HOCKER AVE	CHRISMAN GEORGE W III	424 N HOCKER ST	INDEPENDENCE	MO	64050
501 N DODGION AVE	TRUMAN HERITAGE HABITAT FOR HUMANITY INC	505 N DODGION	INDEPENDENCE	MO	64050
338 N HOCKER AVE	REDMOND YVONNE P	2006 PARK TOWER DR	KANSAS CITY	MO	64126



185ft Notification Area

336 N Hocker Ave

#25-100-06



Legend

Parcels

Parcels

Streets

Local

Major Arterial

City Limits

City Limits

185ft Notification Area

0 0.02 0.04 0.07 Miles

Prepared by: Gabe Glaser

Community Development Department

Date Saved: 1/8/2025 3:10 PM

Appendix C - Property Owner Notification Affidavit

STATE OF MISSOURI

COUNTY OF JACKSON

Case No. 25-KD-06

Yogi Lupate, 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 505 feet of the subject property. **The list of property owners to whom notice has been mailed is attached.**

These notices were mailed on the 9th day of January, 2025

[Signature]
Signed by (Agent, Owner or Attorney)

Subscribed and sworn to before me this 23rd day of January, 2025

[Signature]
Notary Public

02/09/28
Commission Expiration Date



1817-2

Community Development Front Counter Map



9/13/2023, 3:03:51 PM

Addresses

Zoning District

R-6

ParcelViewer - Tax

I-1

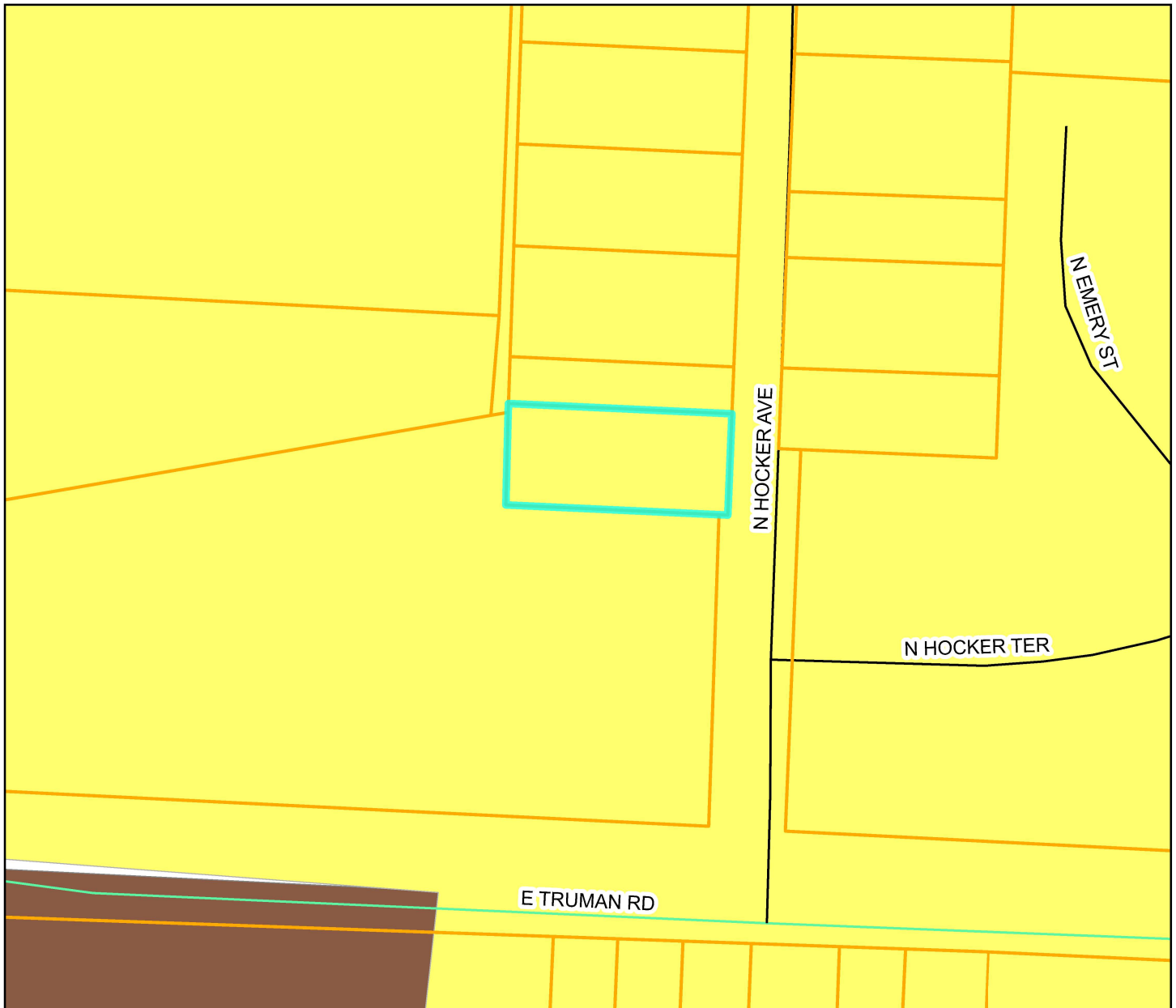
Municipal Boundaries 2023

R-18/PUD

Comprehensive Plan

336 N Hocker Ave

#25-100-06



Legend

Parcels

Parcels

Streets

Local

Major Arterial

City Limits

City Limits

Proposed Land Use (Comp Plan)

Residential Neighborhoods

Mixed Use

0 0.02 0.04 0.07 Miles

Prepared by: Gabe Glaser

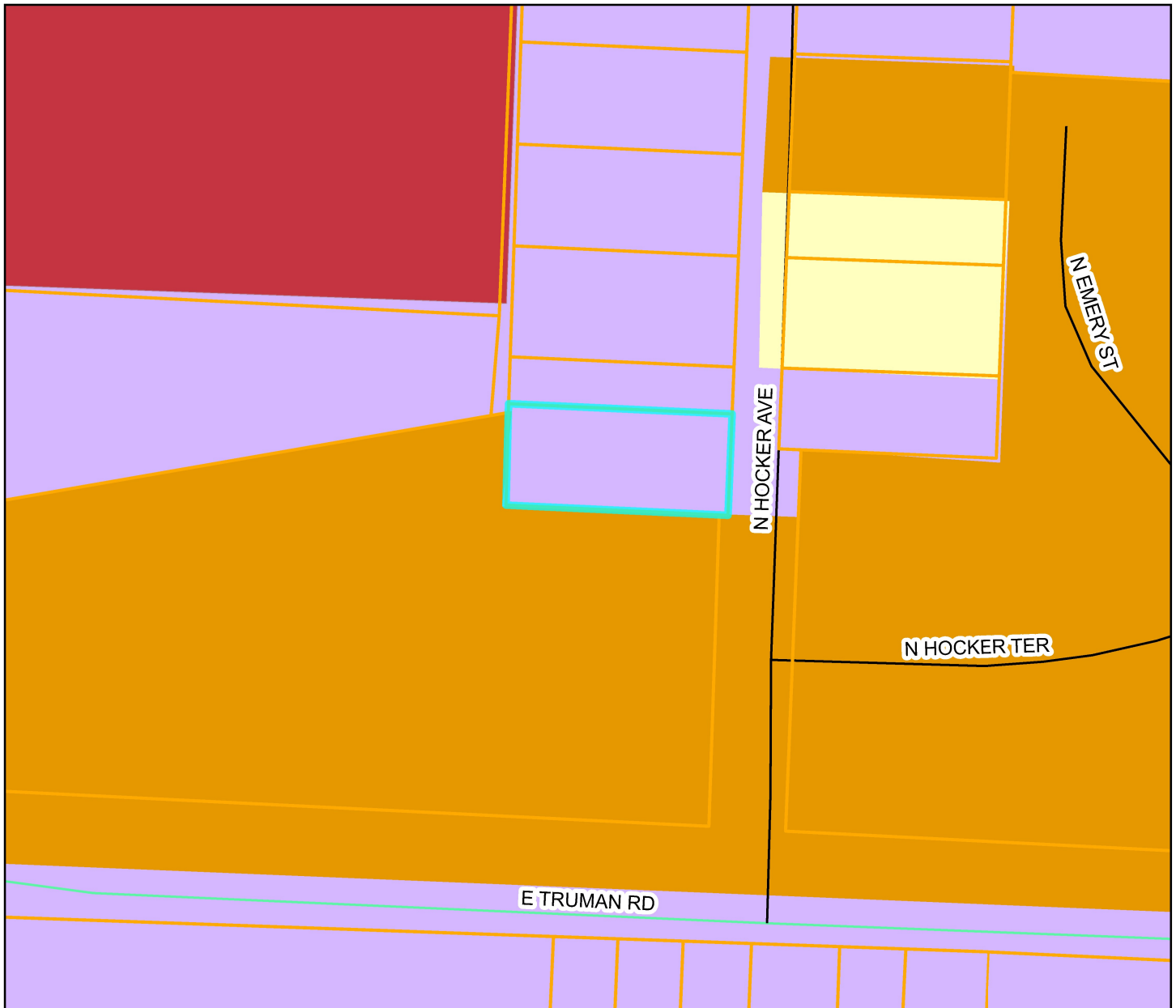
Community Development Department

Date Saved: 1/17/2025 11:15 AM

Zoning Map

336 N Hocker Ave

#25-100-06



Legend

Parcels

Parcels

Streets

Local

Major Arterial

City Limits

City Limits

Zoning District

I-1

R-18/PUD

R-6

Service Commercial/
Historic Landmark

0 0.02 0.04 0.07 Miles

Prepared by: Gabe Glaser

Community Development Department

Date Saved: 1/17/2025 11:15 AM



Planning Commission Minutes

January 28, 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 1/28/2025, 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.

Commissioner Nesbitt requested to pull case 24-320-06 off the Consent Agenda.

1. Planning Commission Minutes – January 14, 2025

Motion

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

2. Case 24-320-06 – Final Plat – Timber Creek Ranch, 5th Plat – A request for approval of a Final Plat generally located north of Bundschu and Old Mill Road.

Commissioner Comments

In response to Commissioner Nesbitt's question, Mr. Harker explained that the reason the plat looks different is because the preliminary plat phase lines changed.

Motion

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

PUBLIC HEARINGS

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

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.

In response to Commissioner Nesbitt's question, Mr. Glaser reviewed the stream buffer and water detention requirements.

Applicant Comments

Dustin Ferrell, 26917 E Flynn Rd, stated they would like an awning for their trucks and to complete this project, they need to combine these properties.

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.

2. **Case 25-100-06 – Rezoning – 336 N. Hocker Ave** – A request to rezone the property from I-1 (Industrial) 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. Mr. Harker noted the applicant was unable to attend.

In response to Commissioner Ashbaugh's question, Mr. Harker stated Municipal Services would determine if any curbing needs to be extended.

In response to Commissioner Nesbitt's question, Mr. Harker stated the house is currently categorized as a dangerous building. He further noted that the applicant must obtain a permit to address this issue, in addition to rezoning.

Public Comments

No public comments.

Motion

Commissioner Eric Ashbaugh made a motion to approve the case. Commissioner Virginia Ferguson seconded the motion. The motion was approved Yes 6, No 0, Abstained 1.

ROUNDTABLE - NEXT MEETING FEBRUARY 11, 2025

ADJOURNMENT

The meeting was adjourned at 6:30 p.m.

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

Case 25-100-03, a request by Dustin Ferrell to rezone the property located at 10900 E. Truman Road from I-1 (Industrial), C-2 (General Commercial), and R-12 (Two-Family Residential) to I-1 (Industrial), was advertised for a new information only public hearing at the March 3, 2025, City Council meeting. As this case was continued by the Planning Commission, the new information only public hearing will be held at the March 17, 2025, City Council meeting.

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

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

REVIEWERS

Tom Scannell
Jeremy Cover
Zachary Walker
Susanne Holland

ATTACHMENTS:

None