



May 20, 2024
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

SERGIO QUINTERO

Sergio Quintero will give the invocation in Spanish

THE PLEDGE OF ALLEGIANCE

ROLL CALL

Councilmember Fears - Present Councilmember Perkins - Present Councilmember Stewart -
Appeared via Teams Councilmember McCandless - Present Councilmember Wiley - Present
Councilmember Vaught - Present Mayor Rowland - Present

CITIZEN REQUESTS

Bob Sorenson spoke about the 2024-2025 Budget; Matt Roberts (non-citizen) spoke about
Chapter 5 of the City Code; Mike Fowler spoke about the FOP contract

PRESENTATION RESOLUTIONS

PROCLAMATIONS

1. A Proclamation for Emergency Medical Services Week

CONSENT AGENDA

1. Council action is requested to increase expenditures \$27,000 with Ozark Kenworth for heavy equipment fleet repairs for the Central Garage for the Municipal Services Department. The total amount of expenditures will increase to \$75,000.00

APPROVED

Reports and Recommendations of the City Manager

1. Council action is requested to authorize the City Manager to approve a General Utility Easement and a Sanitary Sewer Easement vacation for the properties located at 1210 and 1220 S. Powell Road. **APPROVED**
2. Council action is requested authorizing the City Manager to execute a six-month contract extension for intra-city transit services with First Transit. **APPROVED**

Resolutions

1. 24-718 A resolution establishing the opioid settlement advisory committee, stating the broad policy guidelines for use of said funds, and outlining the process by which funds will be dispersed. (*Sponsored by Councilmember Bridget McCandless*). **APPROVED __ 6 in favor 1 opposed Res. No. 7007**
2. 24-725 A resolution appointing Meagan Borth to the Board of Directors of the Independence Events Center Community Improvement District. **APPROVED Res. No. 7008**
3. 24-726 A Resolution reappointing Mindy Meadows, Helen Hurley, Virginia Hudson and Nina Woodson-Falls to the Human Relations Commission **APPROVED Res. No. 7009**
4. 24-727 A resolution authorizing the City Manager to sign the Generator Interconnection Agreement between Southwest Power Pool, Blue Valley Grid, LLC and the City of Independence. **APPROVED Res. No. 7010**
5. 24-728 A resolution authorizing an agreement with the Fraternal Order of Police, Lodge # 1, For the term of July 1, 2024 through June 30, 2028 **APPROVED**
6. 24-729 A resolution accepting the City of Independence City Wide Housing Study update. **APPROVED Res. No. 7012**

REGULAR AGENDA

Public Hearing(s)

1. A public hearing for the amendment to the Unified Development Ordinance, Chapter 14, of the City Code relating to Data Center Use. **Full Public Hearing.**
 - a. 24-032 2R An ordinance amending the Unified Development Ordinance, Chapter 14, of the City Code pertaining to Data Center use in I-1. ***This addresses item 2.1.c of the 2023-2024 Independence Action Plan.*** 2R **PASSES 7-0 Ord.**

No. 19550

2. A public hearing for the application by Elevated Spaces to rezone the property at 9519 E. Truman Road from C-2, General Commercial, and R-12, Two-Family Residential, to R-6, Single Family Residential. ***New Information Only.***
 - a. 24-034 2R An ordinance approving a rezoning from District C-2 (General Commercial) and District R-12 (Two-Family Residential) to District R-6 (Single-Family Residential) for the property at 9519 E. Truman Road. 2R
POSTPONED FOR 60 DAYS to July 15th agenda
3. A public hearing for the application by Robert Scarborough to rezone the property at 120 E. College Street from R-30/PUD, High Density Residential/Planned Unit Development, to R-6, Single Family Residential. ***New Information Only.***
 - a. 24-035 2R An ordinance approving a rezoning from District R-30/PUD (High Density Residential) to R-6 (Single Family Residential) for the property at 120 E College Street. 2R **POSTPONED FOR 60 DAYS to July 15th agenda**
4. A public hearing for the application by Bobby Anderson to rezone the property at 908 N. Liberty Street from C-2, General Commercial, to R-6, Single Family Residential. ***New Information Only.***
 - a. 24-036 2R An ordinance approving a rezoning from District C-2 (General Commercial) to District R-6 (Single Family Residential) for the property at 908 N. Liberty Street. 2R **PASSES 7-0 Ord. No. 19551**
5. A full public hearing for a Restaurant Selling Intoxicating Liquor License application for Catrina's Tacos & Tequilas located at 19801 E. Valley View Parkway. ***Full Public Hearing.***
 - a. Council action is requested on the Restaurant Selling Intoxicating Liquor License application for Catrina's Tacos & Tequilas located at 19801 E. Valley View Pkwy. **PASSES 7-0**
6. Fiscal year 2024-25 Proposed Budget Hearing. ***Full Public Hearing.***

Ordinances

1. 24-031 2R An Ordinance amending Chapter 9 (Fire Code) of the Independence City Code by Adding Article 2 to add Lift Assist Cost Recovery and Non-Resident Mitigation Fees. 2R **PASSES 7-0 Ord. No. 19552**
2. 24-033 2R An ordinance repealing Chapter 5, Article 1 and adding a new Chapter

5, Article 1 of the City Code and renaming Chapter 5 to “Business Licenses”. ***This addresses item 2.1.a of the 2023-2024 Independence Action Plan.*** 2R **PASSES 7-0 Ord. No. 19553**

3. 24-037 2R An ordinance approving the petition to establish the Fairmount Community Improvement District, establishing the district, and making findings and authorizing actions related to establishment of the district. 2R **PASSES 7-0 Ord. No. 19554**
4. 24-040 2R An ordinance imposing a Police Sales Tax at the rate of one-fourth of one percent of the receipts from the sale at retail of all tangible personal property or taxable services at retail within the City of Independence, Missouri, which shall remain in effect at said rate thereafter until repealed by the voters of the City; calling for the proposition adopting said tax to be placed on the ballot at the regularly scheduled election to be held August 6, 2024; proposing the form of the ballots and directing the City Clerk to do all things called for by law in connection with the holding of said election. 2R **PASSES 7-0 Ord. No.19555**

First Reading(s)

1. 24-038 1R An ordinance authorizing a contract with the Missouri Department of Health and Senior Services to provide financial assistance for the State Investment in Local Public Health Services Grant Program for the period of June 1, 2024, through May 31, 2025; accepting funds for the period in the amount of \$118,386; authorizing future change orders for additional funding and/or time extensions for the same project; and authorizing certain future appropriations. 1R
2. 24-039 1R An ordinance approving a Final Plat for Wader’s Place – Replat A, in Independence, Jackson County, Missouri. 1R

INFORMATION ONLY

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

COUNCILMEMBER COMMENTS

ADJOURNMENT

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

Council action is requested to increase expenditures \$27,000 with Ozark Kenworth for heavy equipment fleet repairs for the Central Garage for the Municipal Services Department. The total amount of expenditures will increase to \$75,000.00 **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 may vary depending upon the number & type of heavy equipment repairs. Past Central Garage spending has mostly been for brake system parts for fire apparatus. Ozark has performed several large engine repairs/replacements for this fiscal year. Increasing this PO will increase total expenditures for the fiscal year to \$75,000.00

Emergency Justification:**Fiscal Impact:**

The fiscal impact to the City is up to \$75,000.00. Fleet funding is included in the fiscal year 2023-2024 adopted budget book, page 81, account 5121-5210 (Central Garage for outsourced parts & 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

Lisa Reynolds
Jeremy Cover
Meagan Borth
Zachary Walker
Susanne Holland

ATTACHMENTS:

None

I484383

I1138P 895

Grant of Easement for Sewer Line

THIS INDENTURE made..... 21st day of..... April 1982....., by and between
 ASSOCIATION FOR INDUSTRIAL DEVELOPMENT FOR INDEPENDENCE, INC.

of the County of..... Jackson and State of..... Missouri hereinafter referred
 to as the Grantors and the City of Independence, Missouri hereinafter referred to as the Grantee.

WITNESSETH: That for and in consideration of the sum of ONE (\$1.00) DOLLAR paid by said
 grantee to said grantors, the receipt of which is hereby acknowledged, the grantors do hereby grant to the
 City of Independence, Missouri for the purpose of installing and maintaining a..... sanitary
 sewer line over, across and upon the following described property, to-wit:

A 15 foot permanent sanitary sewer easement, the centerline of which
 is described as follows:

Beginning at a point on the North line of the Southeast 1/4 of
 Section 4, Township 49, Range 31 in Independence, Jackson County,
 Missouri, said point being 85 feet West of the Northeast corner
 thereof; thence due South parallel to the East line of said 1/4
 section, a distance of 349.21 feet to a point designated as "Point
 A"; thence continuing due South a distance of 795.56 feet; thence
 South 24°-45'-39" East a distance of 340.23 feet; thence South
 55°-01'-23" West, a distance of 262.71 feet. Also, beginning at
 "Point A" as described above; thence due West a distance of 212.5
 feet to the point of termination.

And the said grantee does hereby agree to replace all excavated earth and to maintain said sewer line,
 and to replace all excavated earth that may hereafter be removed for the purpose of properly maintaining
 said line.

IN WITNESS WHEREOF the grantor has hereunto set its hand the day and year above written.

ASSOCIATION FOR INDUSTRIAL DEVELOPMENT
 FOR INDEPENDENCE, INC.

By *[Signature]*
 GEO C. MATTESON, President

STATE OF.....)
 COUNTY OF.....) SS.

On this..... day of..... 19.....
 before me,....., a Notary Public, personally appeared.....
 and..... his wife,
 to me known to be the persons described in and who executed the foregoing instrument, and acknowledged
 that..... executed the same as..... free act and deed.

IN TESTIMONY 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..... 19.....

Notary Public - State of Missouri
 Commissioned in Jackson County
 My Commission Expires July 27, 1982

[Signature]
 Notary Public in and for said County and State.

ACKNOWLEDGEMENT - UNMARRIED PERSON

I1138P 896

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 declared _____ to be single and unmarried.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office in _____ the day and year last above written.

My commission expires _____ Notary Public in and for said County and State

ACKNOWLEDGEMENT - MAN AND WIFE

STATE OF _____ }
COUNTY OF _____ } ss.

On this _____ day of _____, 19____, before me, a Notary Public, personally appeared _____ and _____, 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 TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office in _____ the day and year last above written.

My commission expires _____ Notary Public in and for said County and State

ACKNOWLEDGEMENT - CORPORATION

STATE OF MISSOURI }
COUNTY OF JACKSON } ss.

On this 21st day of April, 1982, before me, a Notary Public, appeared Geo C. Matteson to me personally known, who, being by me duly sworn, did say that he is the President of ASSOCIATION FOR INDUSTRIAL DEVELOPMENT FOR INDEPENDENCE, INC., a corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said Geo C. Matteson acknowledged said instrument to be the free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office in Independence, Missouri the day and year last above written.

My commission expires July 27, 1982

Lou Woods
Notary Public in and for said County and State.
Lou Woods

Note: See Page 1 for Notary Seal and signature.

STATE OF MISSOURI } ss
JACKSON COUNTY }
OFFICE OF INSTRUMENT RECEIVED

1982 APR 28 PM 1 19.3
I1138P 895

RECORDED BY PAGE
KAREN H. ILEY STUBBS
DIRECTOR OF RECORDS

Page 2 of 2

CITY OF INDEPENDENCE
PUBLIC WORKS ENGINEERING
103 NORTH MAIN STREET
INDEPENDENCE, MO 64050

100
700
800
J. Morales

1801778

Dtd #9962
I1727P1535

EASEMENT CONVEYANCE

THIS INDENTURE, made on the 28th day of JULY, 1987,
by and between Meyer Brothers Properties (A Missouri Partnership)
of the County of JACKSON and the State of MISSOURI, party of
the First Part, and the City of Independence, in the County of Jackson, in the State of
Missouri, party of the Second Part.

WITNESSETH, That the said party of the First Part, in consideration of the sum of
One and no/100 Dollars, and other good and valuable considerations, the receipt
and sufficiency of which are hereby acknowledged, do grant, bargain, sell and 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 land
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 communications purposes, and including the right and privilege
at any 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 15 foot wide utility easement over the following described property

Lot 4, Truman Road Industrial Park East, a subdivision in Section 4,
Township 49, Range 31, Independence, Jackson County, Missouri.

The 15 foot wide utility easement is described as follows

The North 15 feet of the above described property

Note: See Mortgagee's Subordination Agreement Exhibit "A" attached

STATE OF MISSOURI
COUNTY OF JACKSON
CERTIFY INSTRUMENT RECEIVED

1987 SEP 24 P 3:40.0

RECORDED
CATHERINE K. MOCHLA
DIRECTOR OF RECORDS

300
11.00
14.00
Expense

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, the said parties of the first part have hereunto set their
hand S and seal S, the day and year first above written.

Mark R. Meyer Mark R. Meyer
David R. Meyer David R. Meyer
Roger P. Meyer Roger P. Meyer

Jeannette M. Calhoun - Witness

I1727P1536

ACKNOWLEDGEMENT BY ALL MEMBERS OF PARTNERSHIP

STATE OF Missouri)
COUNTY OF Jackson) SS

On this 28th day of July, 1987, before me, a Notary Public, appeared Mark R. Meyer, David R Meyer and Roger P. Meyer

who being by me duly sworn did say that they are all members of the partnership of Meyer Brothers Properties

composed of Mark R. Meyer, David R. Meyer, & Roger P. Meyer partners, and acknowledge that they executed the foregoing instrument as their free act and deed and as the free act and deed of the partnership.

In testimony whereof, I have hereunto set my hand and affixed my official seal the day and year aforesaid,

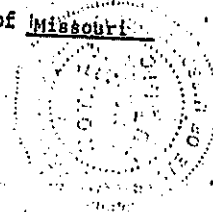
Cheryl A. Campbell

NOTARY PUBLIC

County of Jackson, State of Missouri

My commission expires: _____

CHERYL A. CAMPBELL
Notary Public - State of Missouri
Commissioned in Jackson County
My Commission Expires March 4, 1991



2001975711

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

Council action is requested authorizing the City Manager to execute a six-month contract extension for intra-city transit services with First Transit. **APPROVED**

Recommendations:

Staff recommends approval.

Background:

Currently, First Transit operates the six (6) fixed routes within the City through the current transit services contract that expires on June 30, 2024. The City seeks a six (6) month extension to the current transit services contract with First Transit that would continue the same intra-city fixed route services and would end on December 31, 2024.

The extension would allow the City and KCATA to go through the Request for Proposal (RFP) selection process and allow the selected vendor time to mobilize and start operations on January 1, 2025.

Emergency Justification:**Fiscal Impact:**

The City's Community Development FY 24-25 budget includes \$1,334,110 in Cost Center 4414 Account 5226 for transportation services. In addition, revenues from the Centerpoint TIF Special Allocation Fund, the State of Missouri transit operations assistance funds, and FTA Federal Formula funds offset the cost.

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

Council Action:

Department / Contact	Community Development /
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REVIEWERS

Tom Scannell

Jeremy Cover
Meagan Borth
Zachary Walker
Susanne Holland

ATTACHMENTS:

1. Extension Agreement
2. 6-month extension pricing

SECOND EXTENSION AND AMENDMENT AGREEMENT

THIS SECOND EXTENSION AND AMENDMENT (“Extension and Amendment”) is made and entered by and between the City of Independence, Missouri (“City”) and First Transit, Inc. (“First Transit”) and is effective upon final signature hereto.

WHEREAS, the parties entered into that certain Agreement for Professional Services, dated July 1, 2017 (the “Agreement”); and

WHEREAS, the parties previously entered an Extension and Amendment Agreement having a term commencing July 1, 2022 and continuing through June 30, 2023, and amended certain provisions of the Agreement; and

WHEREAS, the parties desire to again extend the term of the Agreement and amend the pricing for the extended term.

NOW THEREFOR, in consideration of the mutual promises and covenants contained in this Extension, and good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties mutually agree as follows:

1. **TERM.** The parties hereby agree to extend the term of the Agreement for a period of six (6) months commencing July 1, 2024 and continuing through December 31, 2024 (“Extension Term”).

2. **PRICING.** The pricing for the Extension Term is set forth on Exhibit B attached hereto, which shall be the new Exhibit B to the Agreement and replace in its entirety any previous Exhibit B. For purposes of this Extension and Amendment, the term “Option Year” as reflected in Exhibit B shall mean “Extension Term.” Pricing set forth on Exhibit B is “tiered” based on a baseline of service volume of 7,806 hours (the “Baseline Hours”) at a rate of \$64.55 per hour. At the end of the Extension Term the parties will calculate the total number of hours First Transit operated during the Extension Term. In the event the hours during the Extension Term deviated by ten percent (10%) or more from the Baseline Hours, the parties agree to apply the applicable rate and make a one-time “true-up” payment (either from the City to First Transit in the event the hours during the Extension Period were 7,026 or fewer; or from First Transit to the City in the event the hours during the Extension period were 8,587 or more). The Management Fee is fixed and in no way shall deviations in hours impact or change the Management Fee.

3. **MISCELLANEOUS.** Except as may be expressly defined herein, (i) all words in this Extension and Amendment shall have the same meanings as in the Agreement and (ii) all other terms and conditions of the Agreement shall remain in full force and effect. This Extension and Amendment shall inure to the benefit of and be binding upon the parties, their successors and assigns. In the event of a conflict between this Extension and Amendment and any other documents comprising the Agreement, this Extension and Amendment shall govern.

-SIGNATURES ON NEXT PAGE-

IN WITNESS WHEREOF, this Extension and Amendment has been signed and executed in duplicate on behalf of the parties hereto by persons duly authorized.

CITY OF INDEPENDENCE, MISSOURI

FIRST TRANSIT, INC.

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Attest: _____

EXHIBIT B

	Cost per Performed Operating Hour	Option Year Proposed Costs	
	7/1/24 - 12/31/24 Option Year	Estimated Hours Option Period	Year 1 Total Cost (cost per hour x est. hours)
24 Passenger vehicle (minimum)	\$64.55	7,806	\$ 503,877.30
Service reduction by 10%	\$68.67	7,026	\$ 482,475.42
Service increase by 10%	\$63.80	8,587	\$ 547,850.60
Marketing Fee		-	\$ -
Management Fee	483,648.63		\$ 483,648.63
Total Cost (Total Operating Fees plus Management Fee - Option Year)			\$ 987,525.93

Includes Driver Wage Scale Increase to \$23.00 to Start up to \$25.00 Cap. Other Staff positions increases reduced from prior submittal levels.

Fuel - Contractor's base fuel cost is \$2.50 per gallon of diesel/gasoline fuel, inclusive of all applicable taxes. Each month, during the term of this Agreement, Contractor's invoice shall include an adjustment for increases or decreases in fuel costs calculated by multiplying (i) the number of gallons of fuel purchased by the Contractor for consumption in the performance of this contract by (ii) the difference between the Base Fuel Cost and the average price per gallon of fuel paid during the month for which the invoice was issued.

April 5, 2023

Via Email: tscannell@indepmo.org

Tom Scannell
Community Development Director
City of Independence

Re: First Transit Contract Extension Rates – City of Independence

Mr. Scannell,

First Transit is pleased to submit this extension pricing to you for the City of Independence Transit Services. As your current provider, we value our partnership and are proud of the accomplishments we have achieved together. We have a unique understanding of this service and your expectations for safe, customer-focused service delivery.

Below is our price proposal for a 6-month extension option (7/1/24 – 12/31/24), along with a brief explanation of line-item price increases that are included in our extension pricing.

6-Month Extension Pricing

			Cost per Performed Operating Hour			Option Period Proposed Costs	
			7/1/24 - 12/31/24			Estimated Hours-Option Period	Total Cost (cost per hour x est. hours)
24 Passenger vehicle (minimum)						7,806	503,877.30
Service reduction by 10%						7,026	\$482,475.42
Service increase by 10%						8,587	\$547,850.60
Marketing Fee						-	\$0.00
Management Fee					483,648.63		\$483,648.63
Total Cost (Total Operating Fees plus Management Fee - 6-month Option Period)							\$987,525.93

Hourly Rate Explanation

Wages

The current CBA for operators expires on 6/30/24. In anticipation of upcoming CBA negotiations and wage trends in the region, we have increased operator wages significantly to ensure our ability to recruit and retain necessary personnel for our operations.

Fuel

First Transit

A Transdev Company  transdev
the mobility company

Fuel cost is flat in the pricing due to the continued pass thru noted in our agreement at +/- \$2.50 per gallon.

Insurance

Insurance rates have continued to rise over the past year. Our price is reflective of the annual change in pricing we receive from Corporate to cover insurance.

Maintenance Expense

Maintenance expenses have been adjusted slightly based on the continually increasing age of the fleet.

Management Fee

Wages (non-driving)

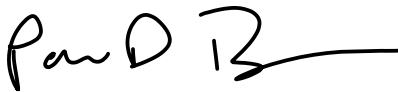
Non driver salaries are being adjusted in line with the updated operator pay scale. These increases are intended to allow us to remain competitive in the labor market for all our non-driving positions.

Facility

Facility costs have increased slightly year over year due to market increases.

We look forward to our continued partnership with you through this extension, and the opportunity to expand our relationship even further through the upcoming RFP. Please reach out to Scott Germann, Operations VP at 925-357-7599 or Scott.Germann@transdev.com or Maury Gibboney, Director of Business Development at 513-205-2762 or maureen.gibboney@transdev.com with any questions you may have, or to discuss this proposal further.

Sincerely,



Paul Buharin
Region Vice President

First Transit

A Transdev Company  **transdev**
the mobility company

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

24-718 A resolution establishing the opioid settlement advisory committee, stating the broad policy guidelines for use of said funds, and outlining the process by which funds will be dispersed. (*Sponsored by Councilmember Bridget McCandless*). **APPROVED __ 6 in favor 1 opposed Res. No. 7007**

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

Department / Contact	City Manager /
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REVIEWERS

Jeremy Cover
Meagan Borth
Zachary Walker
Susanne Holland

ATTACHMENTS:

1. McCandless Opioid Resolution (1)
2. 20240524Res. No. 7007103422

BILL NO. _____

RESOLUTION NO. _____

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

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

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

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

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

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

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

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

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

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

SECTION 3. Section 3: That the Opioid Settlement Advisory Committee shall consist of 5-9 members who shall be residents of or work in Independence. It shall also have any city employee designees that the City Manager shall assign. The City Manager is hereby directed to solicit applications from candidates with the qualities of leadership, temperance, judgement and interest in programs and services designed to combat the opioid epidemic.

Two City Councilmembers shall be assigned to this committee and shall interview applicants and recommend appointments to the City Council. Appointments to the committee will be made by a majority vote of the City Council. The committee shall give priority to members who have lived experience, mental health or substance use disorder treatment or prevention experience, family or child service experience and shall collectively bring the perspective of a broad range of ages.

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

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

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

ATTEST:

City Clerk

APPROVED - FORM AND LEGALITY:

City Counselor

REVIEWED BY:

City Manager

BILL NO. 24-718

RESOLUTION NO. 7007

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

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

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

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

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

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

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

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

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

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

SECTION 3. Section 3: That the Opioid Settlement Advisory Committee shall consist of 5-9 members who shall be residents of or work in Independence. It shall also have any city employee designees that the City Manager shall assign. The City Manager is hereby directed to solicit applications from candidates with the qualities of leadership, temperance, judgement and interest in programs and services designed to combat the opioid epidemic.

Two City Councilmembers shall be assigned to this committee and shall interview applicants and recommend appointments to the City Council. Appointments to the committee will be made by a majority vote of the City Council. The committee shall give priority to members who have lived experience, mental health or substance use disorder treatment or prevention experience, family or child service experience and shall collectively bring the perspective of a broad range of ages.

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

PASSED THIS 20th DAY OF May, 2024, BY THE CITY COUNCIL OF
THE CITY OF INDEPENDENCE, MISSOURI.



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

ATTEST:



City Clerk

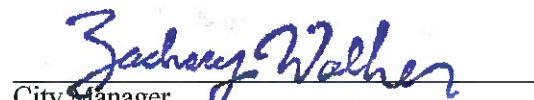
APPROVED - FORM AND LEGALITY:



City Counselor



REVIEWED BY:



City Manager

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

24-725 A resolution appointing Meagan Borth to the Board of Directors of the Independence Events Center Community Improvement District. **APPROVED Res. No. 7008**

Recommendations:

Staff recommends approval of the resolution.

Background:

The Independence Events Center Community Improvement District (the District) was established on December 20, 2007 under the Missouri Community Improvement District Act, sections 67.1401 to 67.1571 of the Revised Statutes of Missouri. The District was created to levy taxes for the purpose of funding public improvements and services within the District.

The District was established to be governed by a five-member board, of which three are City employees appointed by the City Council. This resolution appoints Meagan Borth, Interim Director of Finance, to an unexpired term ending December 19, 2027.

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

Department / Contact	Parks, Recreation and Tourism /
---------------------------------	---------------------------------

REVIEWERS

Jamie Rouch
Jeremy Cover
Meagan Borth
Zachary Walker
Susanne Holland

ATTACHMENTS:

1. Resolution appointing M Borth 5-2024
2. 20240524Res. No. 7008103456

RESOLUTION BILL NO. _____

RESOLUTION NO. _____

A RESOLUTION APPOINTING A MEMBER TO THE BOARD OF DIRECTORS OF
THE INDEPENDENCE EVENTS CENTER COMMUNITY IMPROVEMENT
DISTRICT.

WHEREAS, the Independence Events Center Community Improvement District (the
“District”) was formed by Ordinance No. 16905 of the City Council of the City of Independence,
Missouri (the “City”); and

WHEREAS, Board members of the District are to be appointed by the Mayor, subject to
the consent of the City Council; and,

WHEREAS, the Mayor and City Council desire to make appointments to the Board of
Directors as set forth herein;

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

SECTION 1. The following appointment to the Board of Directors is hereby made by the
Mayor, with the consent of the City Council:

Meagan Borth, City of Independence Interim Director of Finance, is appointed to fill an
unexpired term ending December 19, 2027.

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

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

ATTEST:

City Clerk

APPROVED AS TO FORM AND LEGALITY:

City Counselor

REVIEWED BY:

City Manager

RESOLUTION BILL NO. 24.725

RESOLUTION NO. 7008

A RESOLUTION APPOINTING A MEMBER TO THE BOARD OF DIRECTORS OF THE INDEPENDENCE EVENTS CENTER COMMUNITY IMPROVEMENT DISTRICT.

WHEREAS, the Independence Events Center Community Improvement District (the "District") was formed by Ordinance No. 16905 of the City Council of the City of Independence, Missouri (the "City"); and

WHEREAS, Board members of the District are to be appointed by the Mayor, subject to the consent of the City Council; and,

WHEREAS, the Mayor and City Council desire to make appointments to the Board of Directors as set forth herein;

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

SECTION 1. The following appointment to the Board of Directors is hereby made by the Mayor, with the consent of the City Council:

Meagan Borth, City of Independence Interim Director of Finance, is appointed to fill an unexpired term ending December 19, 2027.

PASSED THIS 20th DAY OF May, 2024, BY THE CITY COUNCIL OF THE CITY OF INDEPENDENCE, MISSOURI



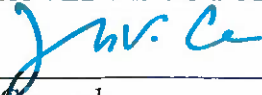
Presiding Officer of the City Council
of the City of Independence, Missouri

ATTEST:



City Clerk

APPROVED AS TO FORM AND LEGALITY:



City Counselor

REVIEWED BY:



City Manager



City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

24-726 A Resolution reappointing Mindy Meadows, Helen Hurley, Virginia Hudson and Nina Woodson-Falls to the Human Relations Commission **APPROVED Res. No. 7009**

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

**Department /
Contact**

City Clerk /

REVIEWERS

Jeremy Cover
Meagan Borth
Zachary Walker
Susanne Holland

ATTACHMENTS:

1. Meadow, Hurley, Hudson and Woodson-Falls Reappt Human Relations Comm Res
2. 20240524Res. No. 7009103526

Human Relations Commission
Reappointment Meadows, Hurley,
Hudson and Woodson-Falls
5/20/2024 SH

BILL NO. _____
RESOLUTION NO. _____

A RESOLUTION REAPPOINTING MINDY MEADOWS, HELEN HURLEY, VIRGINIA HUDSON AND NINA WOODSON-FALLS AS MEMBERS OF THE HUMAN RELATIONS COMMISSION OF THE CITY OF INDEPENDENCE, MISSOURI

WHEREAS the City Council of the City of Independence, Missouri, did, pursuant to Ordinance No. 728 passed on the 27th day of July, 1964, create the Human Relations Commission of the City of Independence, Missouri; and,

WHEREAS, Mindy Meadows, Helen Hurley, Virginia Hudson and Nina Woodson-Falls were members of the Human Relations Commission and their term has expired, and

WHEREAS, the City Council deems it necessary and advisable to reappoint Mindy Meadows, Helen Hurley, Virginia Hudson and Nina Woodson-Falls as members of the Human Relations Commission because of their qualities of leadership, temperance and judgment, and said individual is duly qualified to serve;

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) to the Human Relations Commission to serve without compensation for the indicated term or until duly succeeded by another person properly reappointed and qualified:

<u>Name</u>	<u>Address</u>	<u>Term Expires</u>
Mindy Meadows	133 N. Davidson Ave.	2/16/2027
Helen J. Hurley	1701 S. Evanston Ave.	2/16/2027
Virginia Hudson	1204 E. Frederick St.	2/16/2027
Nina L. Woodson-Falls	18955 E. Geronimo Ct.	2/16/2027

PASSED THIS _____ DAY OF MAY 2024 BY THE CITY COUNCIL OF THE CITY OF INDEPENDENCE, MISSOURI, AS FOLLOWS:

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

Human Relations Commission
Reappointment Meadows, Hurley,
Hudson and Woodson-Falls
5/20/2024 SH

BILL NO. 24-726
RESOLUTION NO. 7009

A RESOLUTION REAPPOINTING MINDY MEADOWS, HELEN HURLEY, VIRGINIA HUDSON AND NINA WOODSON-FALLS AS MEMBERS OF THE HUMAN RELATIONS COMMISSION OF THE CITY OF INDEPENDENCE, MISSOURI

WHEREAS the City Council of the City of Independence, Missouri, did, pursuant to Ordinance No. 728 passed on the 27th day of July, 1964, create the Human Relations Commission of the City of Independence, Missouri; and,

WHEREAS, Mindy Meadows, Helen Hurley, Virginia Hudson and Nina Woodson-Falls were members of the Human Relations Commission and their term has expired, and

WHEREAS, the City Council deems it necessary and advisable to reappoint Mindy Meadows, Helen Hurley, Virginia Hudson and Nina Woodson-Falls as members of the Human Relations Commission because of their qualities of leadership, temperance and judgment, and said individual is duly qualified to serve;

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) to the Human Relations Commission to serve without compensation for the indicated term or until duly succeeded by another person properly reappointed and qualified:

<u>Name</u>	<u>Address</u>	<u>Term Expires</u>
Mindy Meadows	133 N. Davidson Ave.	2/16/2027
Helen J. Hurley	1701 S. Evanston Ave.	2/16/2027
Virginia Hudson	1204 E. Frederick St.	2/16/2027
Nina L. Woodson-Falls	18955 E. Geronimo Ct.	2/16/2027

PASSED THIS 20th DAY OF MAY 2024 BY THE CITY COUNCIL OF THE CITY OF INDEPENDENCE, MISSOURI, AS FOLLOWS:



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

ATTEST:

Suzanne Holland
City Clerk

APPROVED AS TO FORM AND LEGALITY:

J. M. C.
City Counselor



REVIEWED BY:

Zachary Walker
City Manager

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

24-727 A resolution authorizing the City Manager to sign the Generator Interconnection Agreement between Southwest Power Pool, Blue Valley Grid, LLC and the City of Independence. **APPROVED Res. No. 7010**

Recommendations:

Staff recommends approval.

Background:

Blue Valley Grid, LLC submitted a request in 2018 to SPP to build a 50 MW battery installation that would connect to the City's transmission facilities at Substation A. Blue Valley Grid, LLC would fully own and operate the battery installation that would be connected to and interact directly with SPP with an expected commercial operation date of June 30, 2028. SPP has determined that specific facilities are required to be constructed by the City at Substation A to enable the Generator to fully interconnect and integrate with the SPP system.

Emergency Justification:**Fiscal Impact:**

There is no current fiscal impact to the City. Funding will be allocated to a future capital project estimated at \$4.4M which would be included in the 6-year capital improvement program in the appropriate fiscal year. The costs expended by the City for engineering, procurement, and construction of the suggested facilities at Substation A will be recovered through SPP's FERC-approved tariff and reimbursed to the City.

Council Action:

Department / Contact	Power and Light /
---------------------------------	-------------------

REVIEWERS

Joseph Hegendeffner
Jeremy Cover
Meagan Borth
Zachary Walker

Susanne Holland

ATTACHMENTS:

1. IPL GIA Resolution 05202024
2. GEN-2018-031 Blue Valley Grid_Final_REV 1
3. 20240524Res. No. 7010103547

BILL NO. _____

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INDEPENDENCE, MISSOURI, TO AUTHORIZE THE CITY MANAGER TO SIGN THE GENERATOR INTERCONNECTION AGREEMENT (“GIA”) BETWEEN SOUTHWEST POWER POOL (“SPP”), BLUE VALLEY GRID, LLC (“INTERCONNECTION CUSTOMER”), AND THE CITY, TO AUTHORIZE THE APPROPRIATION OF THE ESTIMATED \$4.4 MILLION FOR THE PURPOSE OF PAYING THE COSTS FOR THE ENGINEERING, PROCUREMENT, AND CONSTRUCTION OF THE FACILITIES AT SUBSTATION A, AND TO RECOGNIZE THAT THE COSTS EXPENDED BY THE CITY FOR ENGINEERING, PROCUREMENT, AND CONSTRUCTION OF THE FACILITIES WILL BE RECOVERED THROUGH SPP’S FERC-APPROVED TARIFF AND REIMBURSED TO THE CITY.

WHEREAS, the Interconnection Customer submitted a request in 2018 to SPP to build a 50 MW battery installation that would connect to City’s transmission facilities at Substation A; and

WHEREAS, the Interconnection Customer would fully own and operate the battery installation that would be connected to and interact directly with SPP with an expected commercial operation date of June 30, 2028; and

WHEREAS, SPP has determined that specific facilities are required to be constructed by the City at Substation A to enable the Interconnection Customer to fully interconnect and integrate with the SPP system; and

WHEREAS, the City will be required to appropriate and expend funds for the engineering, procurement, and construction of those necessary facilities, estimated to cost \$4.4 million, at Substation A to allow the Interconnection Customer to connect to and integrate with SPP’s system through the City’s transmission facilities; and

WHEREAS, the costs expended by the City for engineering, procurement, and construction of those facilities will be recovered through SPP’s FERC-approved tariff and reimbursed to the City.

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

SECTION 1. APPROVAL OF THE AGREEMENT. The City Manager is hereby authorized, on behalf of the City, to execute the GIA between SPP, Interconnection Customer, and the City.

SECTION 2. APPROVAL OF EXPENDITURES. The City expects to make capital expenditures after the date of this Resolution in connection with the engineering, procurement, and construction of the facilities at Substation A, estimated to cost \$4.4 million. The costs expended by the City for engineering, procurement, and construction of the facilities will be recovered through SPP's FERC-approved tariff and reimbursed to the City.

SECTION 3. FURTHER AUTHORITY. IPL is hereby authorized, empowered, and directed to approve and authorize any other actions and documents as may be necessary or desirable to complete the construction of the facilities authorized by this Resolution. IPL is authorized, empowered, and directed to do all such acts and things and to execute, acknowledge, and deliver all such documents as may be deemed necessary or desirable to carry out and comply with the terms and provisions of this Resolution; and all of the acts of IPL that are performed in conformity with the intent and purposes of this Resolution, whether heretofore or hereafter taken or done, shall be the same as are hereby in all respects ratified, confirmed, and approved.

SECTION 4. EFFECTIVE DATE. This Resolution shall be in full force and effect from and after the date of its passage, unless subsequently amended or repealed.

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

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

ATTEST:

City Clerk

APPROVED AS TO FORM AND LEGALITY:

City Counselor

GIA with
Southwest Power Pool
5/20/24 SH

REVIEWED BY:

City Manager

[Remainder of this page intentionally left blank]

GENERATOR INTERCONNECTION AGREEMENT (GIA)

entered into by the

Southwest Power Pool, Inc.,

City of Independence, Missouri

and

Blue Valley Grid, LLC

entered into on the _____ day of _____ 2024

GEN-2018-031

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GENERATOR INTERCONNECTION AGREEMENT

THIS GENERATOR INTERCONNECTION AGREEMENT

(“Agreement”) is made and entered into this ____ day of _____ 2024 by and among Blue Valley Grid, LLC , a limited liability company organized and existing under the laws of the State of Delaware (“Interconnection Customer” with a Generating Facility), Southwest Power Pool, Inc., a corporation organized and existing under the laws of the State of Arkansas (“Transmission Provider”) and City of Independence, Missouri, a constitutional charter city existing under and by virtue of the laws of the State of Missouri, through its Power and Light Department (“Transmission Owner”). Interconnection Customer, Transmission Provider and Transmission Owner each may be referred to as a “Party” or collectively as the “Parties.”

RECITALS

WHEREAS, Transmission Provider functionally controls the operation of the Transmission System; and,

WHEREAS, Interconnection Customer intends to own, lease and/or control and operate the Generating Facility identified as a Generating Facility in Appendix C to this Agreement; and,

WHEREAS, Transmission Owner owns facilities to which the Generating Facility is to be interconnected and may be constructing facilities to allow the interconnection; and,

WHEREAS, Interconnection Customer, Transmission Provider and Transmission Owner have agreed to enter into this Agreement for the purpose of interconnecting the Generating Facility with the Transmission System;

NOW, THEREFORE, in consideration of and subject to the mutual covenants contained herein, it is agreed:

When used in this Generator Interconnection Agreement, terms with initial capitalization that are not defined in Article 1 shall have the meanings specified in the Article in which they are used or the Open Access Transmission Tariff (Tariff).

ARTICLE 1. DEFINITIONS

Adverse System Impact shall mean the negative effects due to technical or operational limits on conductors or equipment being exceeded that may compromise the safety and reliability of the electric system.

Affected System shall mean an electric system other than the Transmission System that may be affected by the proposed interconnection.

Affected System Operator shall mean the entity that operates an Affected System.

Affiliate shall mean, with respect to a corporation, partnership or other entity, each such other corporation, partnership or other entity that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such corporation, partnership or other entity.

Ancillary Services shall mean those services that are necessary to support the transmission of capacity and energy from resources to loads while maintaining reliable operation of the Transmission System in accordance with Good Utility Practice.

Applicable Laws and Regulations shall mean all duly promulgated applicable federal, state and local laws, regulations, rules, ordinances, codes, decrees, judgments, directives, or judicial or administrative orders, permits and other duly authorized actions of any Governmental Authority.

Applicable Reliability Council shall mean the reliability council applicable to the Transmission System to which the Generating Facility is directly interconnected.

Applicable Reliability Standards shall mean the requirements and guidelines of NERC, the Applicable Reliability Council, and the Control Area of the Transmission System to which the Generating Facility is directly interconnected.

Base Case shall mean the base case power flow, short circuit, and stability data bases used for the Interconnection Studies by the Transmission Provider.

Breach shall mean the failure of a Party to perform or observe any material term or condition of the Generator Interconnection Agreement.

Breaching Party shall mean a Party that is in Breach of the Generator Interconnection Agreement.

Business Day shall mean Monday through Friday, excluding Federal Holidays.

Calendar Day shall mean any day including Saturday, Sunday or a Federal Holiday.

Clustering shall mean the process whereby a group of Interconnection Requests is studied together, instead of serially, for the purpose of conducting Interconnection Studies.

Commercial Operation shall mean the status of a Generating Facility that has commenced generating electricity for sale, excluding electricity generated during Trial Operation.

Commercial Operation Date of a unit shall mean the date on which the Generating Facility commences Commercial Operation as agreed to by the Parties pursuant to Appendix E to the Generator Interconnection Agreement.

Confidential Information shall mean any confidential, proprietary or trade secret information of a plan, specification, pattern, procedure, design, device, list, concept, policy or compilation relating to the present or planned business of a Party, which is designated as confidential by the Party supplying the information, whether conveyed orally, electronically, in writing, through inspection, or otherwise.

Contingent Facilities shall mean those unbuilt Interconnection Facilities and Network Upgrades upon which the Interconnection Request's costs, timing, and study findings are dependent, and if delayed or not built, could cause a need for restudies of the Interconnection Request or a reassessment of the Interconnection Facilities and/or Network Upgrades and/or costs

and timing. Contingent Facilities are identified in Appendix A of the Generator Interconnection Agreement.

Control Area shall mean an electrical system or systems bounded by interconnection metering and telemetry, capable of controlling generation to maintain its interchange schedule with other Control Areas and contributing to frequency regulation of the interconnection. A Control Area must be certified by the Applicable Reliability Council.

Default shall mean the failure of a Breaching Party to cure its Breach in accordance with Article 17 of the Generator Interconnection Agreement.

Definitive Interconnection System Impact Study shall mean an engineering study that evaluates the impact of the proposed interconnection on the safety and reliability of Transmission System and, if applicable, an Affected System. The study shall identify and detail the system impacts that would result if the Generating Facility were interconnected without project modifications or system modifications, or that may be caused by the withdrawal or addition of an Interconnection Request, or to study potential impacts, including but not limited to those identified in the Scoping Meeting as described in the Generator Interconnection Procedures. The Definitive Interconnection System Impact Study is conducted in two phases.

Definitive Interconnection System Impact Study Queue shall mean a Transmission Provider separately maintained queue for valid Interconnection Requests for a Definitive Interconnection System Impact Study.

Dispute Resolution shall mean the procedure in Section 13.5 of the Generator Interconnection Procedures for resolution of a dispute between the Parties in which they will first attempt to resolve the dispute on an informal basis.

Distribution System shall mean the Transmission Owner's facilities and equipment that are not included in the Transmission System. The voltage levels at which Distribution Systems operate differ among areas.

Distribution Upgrades shall mean the additions, modifications, and upgrades to the Distribution System at or beyond the Point of Interconnection to facilitate interconnection of the Generating Facility and render the transmission service necessary to effect Interconnection Customer's wholesale sale of electricity in interstate commerce. Distribution Upgrades do not include Interconnection Facilities.

Effective Date shall mean the date on which the Generator Interconnection Agreement becomes effective upon execution by the Parties subject to acceptance by FERC, or if filed unexecuted, upon the date specified by FERC.

Electromagnetic Transient Study or EMT Study shall mean an analysis to determine the electromagnetic transient response of the electric power system due to system disturbances.

Emergency Condition shall mean a condition or situation: (1) that in the judgment of the Party making the claim is imminently likely to endanger life or property; or (2) that, in the case of Transmission Provider, is imminently likely (as determined in a non-discriminatory manner) to cause a material adverse effect on the security of, or damage to the Transmission System or the

electric systems of others to which the Transmission System is directly connected; or (3) that, in the case of Transmission Owner, is imminently likely (as determined in a non-discriminatory manner) to cause a material adverse effect on the security of, or damage to Transmission Owner's Interconnection Facilities; or (4) that, in the case of Interconnection Customer, is imminently likely (as determined in a non-discriminatory manner) to cause a material adverse effect on the security of, or damage to, the Generating Facility or Interconnection Customer's Interconnection Facilities. System restoration and black start shall be considered Emergency Conditions; provided, that Interconnection Customer is not obligated by the Generator Interconnection Agreement to possess black start capability.

Energy Resource Interconnection Service (ERIS) shall mean an Interconnection Service that allows the Interconnection Customer to connect its Generating Facility to the Transmission System to be eligible to deliver the Generating Facility's electric output using the existing firm or nonfirm capacity of the Transmission System on an as available basis. Energy Resource Interconnection Service in and of itself does not convey transmission service.

Engineering & Procurement (E&P) Agreement shall mean an agreement that authorizes the Transmission Owner to begin engineering and procurement of long lead-time items necessary for the establishment of the interconnection in order to advance the implementation of the Interconnection Request.

Environmental Law shall mean Applicable Laws or Regulations relating to pollution or protection of the environment or natural resources.

Existing Generating Facility shall mean a Generating Facility that is currently interconnected to the Transmission System of the Transmission Provider.

Federal Power Act shall mean the Federal Power Act, as amended, 16 U.S.C. §§ 791a et seq.

FERC shall mean the Federal Energy Regulatory Commission (Commission) or its successor.

Force Majeure shall mean any act of God, labor disturbance, act of the public enemy, war, insurrection, riot, fire, storm or flood, explosion, breakage or accident to machinery or equipment, any order, regulation or restriction imposed by governmental, military or lawfully established civilian authorities, or any other cause beyond a Party's control. A Force Majeure event does not include acts of negligence or intentional wrongdoing by the Party claiming Force Majeure.

Generating Facility shall mean Interconnection Customer's device for the production and/or storage for later injection of electricity identified in the Interconnection Request, but shall not include the Interconnection Customer's Interconnection Facilities. A Generating Facility consists of one or more generating unit(s) and/or storage device(s) which usually can operate independently and be brought online or taken offline individually.

Generating Facility Capacity shall mean the net capacity of the Generating Facility and the aggregate net capacity of the Generating Facility where it includes multiple energy production devices.

Generating Facility Modification shall mean modification to an Existing Generating Facility, including comparable replacement of only a portion of the equipment at the Existing Generating Facility.

Generating Facility Replacement shall mean the process of replacing one or more generating units and/or storage devices at an Existing Generating Facility with one or more new generating units or storage devices at the same electrical Point of Interconnection as those being decommissioned and electrically disconnected.

Generator Interconnection Agreement (GIA) shall mean the form of interconnection agreement applicable to an Interconnection Request pertaining to a Generating Facility that is included in the Transmission Provider's Tariff.

Generator Interconnection Procedures (GIP) shall mean the interconnection procedures applicable to an Interconnection Request pertaining to a Generating Facility that are included in the Transmission Provider's Tariff.

Generator Interconnection Study Agreement shall mean the study agreement for the Definitive Interconnection System Impact Study and the Interconnection Facilities Study in Appendix 3 of the Generator Interconnection Procedures.

Good Utility Practice shall mean any of the practices, methods and acts engaged in or approved by a significant portion of the electric industry during the relevant time period, or any of the practices, methods and acts which, in the exercise of reasonable judgment in light of the facts known at the time the decision was made, could have been expected to accomplish the desired result at a reasonable cost consistent with good business practices, reliability, safety and expedition. Good Utility Practice is not intended to be limited to the optimum practice, method, or act to the exclusion of all others, but rather to be acceptable practices, methods, or acts generally accepted in the region.

Governmental Authority shall mean any federal, state, local or other governmental regulatory or administrative agency, court, commission, department, board, or other governmental subdivision, legislature, rulemaking board, tribunal, or other governmental authority having jurisdiction over the Parties, their respective facilities, or the respective services they provide, and exercising or entitled to exercise any administrative, executive, police, or taxing authority or power; provided, however, that such term does not include Interconnection Customer, Transmission Provider, Transmission Owner or any Affiliate thereof.

Hazardous Substances shall mean any chemicals, materials or substances defined as or included in the definition of "hazardous substances," "hazardous wastes," "hazardous materials," "hazardous constituents," "restricted hazardous materials," "extremely hazardous substances," "toxic substances," "radioactive substances," "contaminants," "pollutants," "toxic pollutants" or words of similar meaning and regulatory effect under any applicable Environmental Law, or any other chemical, material or substance, exposure to which is prohibited, limited or regulated by any applicable Environmental Law.

Initial Synchronization Date shall mean the date upon which the Generating Facility is initially synchronized and upon which Trial Operation begins.

In-Service Date shall mean the date upon which the Interconnection Customer reasonably expects it will be ready to begin use of the Transmission Owner's Interconnection Facilities to obtain back feed power.

Interconnection Customer shall mean any entity, including the Transmission Owner or any of the Affiliates or subsidiaries of either, that proposes to interconnect its Generating Facility with the Transmission System.

Interconnection Customer's Interconnection Facilities shall mean all facilities and equipment, as identified in Appendix A of the Generator Interconnection Agreement, that are located between the Generating Facility and the Point of Change of Ownership, including any modification, addition, or upgrades to such facilities and equipment necessary to physically and electrically interconnect the Generating Facility to the Transmission System. Interconnection Customer's Interconnection Facilities are sole use facilities.

Interconnection Facilities shall mean the Transmission Owner's Interconnection Facilities and the Interconnection Customer's Interconnection Facilities. Collectively, Interconnection Facilities include all facilities and equipment between the Generating Facility and the Point of Interconnection, including any modification, additions or upgrades that are necessary to physically and electrically interconnect the Generating Facility to the Transmission System. Interconnection Facilities are sole use facilities and shall not include Distribution Upgrades, Stand Alone Network Upgrades or Network Upgrades.

Interconnection Facilities Study shall mean a study conducted by the Transmission Provider or a third party consultant for the Interconnection Customer to determine a list of facilities (including Transmission Owner's Interconnection Facilities and Network Upgrades as identified in the Definitive Interconnection System Impact Study), the cost of those facilities, and the time required to interconnect the Generating Facility with the Transmission System. The scope of the study is defined in Section 8 of the Generator Interconnection Procedures.

Interconnection Facilities Study Queue shall mean a Transmission Provider separately maintained queue for valid Interconnection Requests for an Interconnection Facilities Study.

Interconnection Queue Position shall mean the order of a valid Interconnection Request within the Interconnection Facilities Study Queue, relative to all other pending valid Interconnection Requests within the Interconnection Facilities Study Queue, which is established based upon the requirements in Section 4.1.3 of the Generator Interconnection Procedures.

Interconnection Request shall mean an Interconnection Customer's request, in the form of Appendix 3 to the Generator Interconnection Procedures, in accordance with the Tariff, to interconnect a new Generating Facility, to interconnect a Replacement Generating Facility, to increase the capacity of, or make a Material Modification to the operating characteristics of, an Existing Generating Facility that is interconnected with the Transmission System.

Interconnection Service shall mean the service provided by the Transmission Provider associated with interconnecting the Interconnection Customer's Generating Facility to the Transmission Provider's Transmission System and enabling it to receive electric energy and

capacity from the Generating Facility at the Point of Interconnection, pursuant to the terms of the Generator Interconnection Agreement and, if applicable, the Tariff.

Interconnection Study shall mean any of the following studies: the Replacement Impact Study, the Reliability Assessment Study, the Definitive Interconnection System Impact Study and the Interconnection Facilities Study described in the Generator Interconnection Procedures.

Interconnection Study Agreement shall mean any of the following agreements described in the Generator Interconnection Procedures: the Generator Interconnection Study Agreement.

IRS shall mean the Internal Revenue Service.

Joint Operating Committee shall be a group made up of representatives from Interconnection Customer, Transmission Owner and the Transmission Provider to coordinate operating and technical considerations of Interconnection Service.

Material Modification shall mean (1) modification to an Interconnection Request in the queue that has a material adverse impact on the cost or timing of any other Interconnection Request with a later Queue priority date; or (2) planned modification to an Existing Generating Facility that is undergoing evaluation for a Generating Facility Modification or Generating Facility Replacement, and has a material adverse impact on the Transmission System with respect to: i) steady-state thermal or voltage limits, ii) dynamic system stability and response, or iii) short-circuit capability limit; compared to the impacts of the Existing Generating Facility prior to the modification or replacement.

Metering Equipment shall mean all metering equipment installed or to be installed at the Generating Facility pursuant to the Generator Interconnection Agreement at the metering points, including but not limited to instrument transformers, MWh-meters, data acquisition equipment, transducers, remote terminal unit, communications equipment, phone lines, and fiber optics.

NERC shall mean the North American Electric Reliability Corporation or its successor organization.

Network Resource shall mean any designated generating resource owned, purchased, or leased by a Network Customer under the Network Integration Transmission Service Tariff. Network Resources do not include any resource, or any portion thereof, that is committed for sale to third parties or otherwise cannot be called upon to meet the Network Customer's Network Load on a non-interruptible basis.

Network Resource Interconnection Service (NRIS) shall mean an Interconnection Service that allows the Interconnection Customer to integrate its Generating Facility with the Transmission System in a manner comparable to that in which the Transmission Owner integrates its generating facilities to serve Native Load Customers as a Network Resource. Network Resource Interconnection Service in and of itself does not convey transmission service.

Network Upgrades shall mean the additions, modifications, and upgrades to the Transmission System required at or beyond the point at which the Interconnection Facilities

connect to the Transmission System to accommodate the interconnection of the Generating Facility to the Transmission System.

Notice of Dispute shall mean a written notice of a dispute or claim that arises out of or in connection with the Generator Interconnection Agreement or its performance.

Party or Parties shall mean Transmission Provider, Transmission Owner, Interconnection Customer or any combination of the above.

Point of Change of Ownership shall mean the point, as set forth in Appendix A to the Generator Interconnection Agreement, where the Interconnection Customer's Interconnection Facilities connect to the Transmission Owner's Interconnection Facilities.

Point of Interconnection shall mean the point, as set forth in Appendix A to the Generator Interconnection Agreement, where the Interconnection Facilities connect to the Transmission System.

Queue shall mean the Definitive Interconnection System Impact Study Queue, or the Interconnection Facilities Study Queue, as applicable.

Reasonable Efforts shall mean, with respect to an action required to be attempted or taken by a Party under the Generator Interconnection Agreement, efforts that are timely and consistent with Good Utility Practice and are otherwise substantially equivalent to those a Party would use to protect its own interests.

Reliability Assessment Study shall mean an engineering study that evaluates the impact of a proposed Generating Facility Replacement on the reliability of Transmission System during the time period between the date that the Existing Generating Facility ceases commercial operations and the Commercial Operation Date of the Replacement Generating Facility.

Replacement Generating Facility shall mean a Generating Facility that replaces an Existing Generating Facility, or a portion thereof, at the same electrical Point of Interconnection pursuant to Section 3.9 of this Attachment V.

Replacement Impact Study shall mean an engineering study that evaluates the impact of a proposed Generating Facility Replacement on the reliability of the Transmission System.

Scoping Meeting shall mean the meeting between representatives of the Interconnection Customer, Transmission Owner and Transmission Provider conducted for the purpose of discussing alternative interconnection options, to exchange information including any transmission data and earlier study evaluations that would be reasonably expected to impact such interconnection options, to analyze such information, and to determine the potential feasible Points of Interconnection.

Shared Network Upgrade shall mean a Network Upgrade listed in Appendix A of the Generator Interconnection Agreement that is needed for the interconnection of multiple Interconnection Customers' Generating Facilities and which is the shared funding responsibility of such Interconnection Customers that may also benefit other Interconnection Customer(s) that are later identified as beneficiaries.

Site Control shall mean documentation reasonably demonstrating: (1) ownership of, a leasehold interest in, or a right to develop a site of sufficient size for the purpose of constructing the Generating Facility or Generating Facility's tie line; (2) an option to purchase or acquire a leasehold site of sufficient size for such purpose; or (3) an exclusivity or other business relationship between Interconnection Customer and the entity having the right to sell, lease or grant Interconnection Customer the right to possess or occupy a site of sufficient size for such purpose.

Small Generating Facility shall mean a Generating Facility that has an aggregate net Generating Facility Capacity of no more than 2 MW.

Stand Alone Network Upgrades shall mean Network Upgrades that are not part of an Affected Systems that an Interconnection Customer may construct without affecting day-to-day operations of the Transmission System during their construction. The Transmission Provider, Transmission Owner and the Interconnection Customer must agree as to what constitutes Stand Alone Network Upgrades and identify them in Appendix A to the Generator Interconnection Agreement. If the Transmission Provider, Transmission Owner and Interconnection Customer disagree about whether a particular Network Upgrade is a Stand Alone Network Upgrade, the Transmission Owner must provide the Interconnection Customer a written technical explanation outlining why the Transmission Owner does not consider the Network Upgrade to be a Stand Alone Network Upgrade within fifteen (15) days of its determination.

Surplus Interconnection Service shall mean any unneeded portion of Interconnection Service established in a Generator Interconnection Agreement, such that if Surplus Interconnection Service is utilized the total amount of Interconnection Service at the Point of Interconnection substation and at the same voltage level would remain the same.

System Protection Facilities shall mean the equipment, including necessary protection signal communications equipment, required to protect (1) the Transmission System from faults or other electrical disturbances occurring at the Generating Facility and (2) the Generating Facility from faults or other electrical system disturbances occurring on the Transmission System or on other delivery systems or other generating systems to which the Transmission System is directly connected.

Tariff shall mean the Transmission Provider's Tariff through which open access transmission service and Interconnection Service are offered, as filed with FERC, and as amended or supplemented from time to time, or any successor tariff.

Transmission Owner shall mean an entity that owns, leases or otherwise possesses an interest in the portion of the Transmission System at the Point of Interconnection and may be a Party to the Generator Interconnection Agreement to the extent necessary.

Transmission Provider shall mean the public utility (or its Designated Agent) that owns, controls, or operates transmission or distribution facilities used for the transmission of electricity in interstate commerce and provides transmission service under the Tariff. The term Transmission Provider should be read to include the Transmission Owner when the Transmission Owner is separate from the Transmission Provider.

Transmission Owner's Interconnection Facilities shall mean all facilities and equipment owned, controlled or operated by the Transmission Owner from the Point of Change of Ownership to the Point of Interconnection as identified in Appendix A to the Generator Interconnection Agreement, including any modifications, additions or upgrades to such facilities and equipment. Transmission Owner's Interconnection Facilities are sole use facilities and shall not include Distribution Upgrades, Stand Alone Network Upgrades, or Network Upgrades.

Transmission System shall mean the facilities owned, controlled or operated by the Transmission Provider or Transmission Owner that are used to provide transmission service under the Tariff.

Trial Operation shall mean the period during which Interconnection Customer is engaged in on-site test operations and commissioning of the Generating Facility prior to Commercial Operation.

Variable Energy Resource shall mean a device for the production of electricity that is characterized by an energy source that: (1) is renewable; (2) cannot be stored by the facility owner or operator; and (3) has variability that is beyond the control of the facility owner or operator.

ARTICLE 2. EFFECTIVE DATE, TERM, AND TERMINATION

2.1 Effective Date. This GIA shall become effective upon execution by the Parties subject to acceptance by FERC (if applicable), or if filed unexecuted, upon the date specified by FERC. Transmission Provider shall promptly file this GIA with FERC upon execution in accordance with Article 3.1, if required.

2.2 Term of Agreement. Subject to the provisions of Article 2.3, this GIA shall remain in effect for a period of ten (10) years from the Effective Date and shall be automatically renewed for each successive one-year period thereafter.

2.3 Termination Procedures.

2.3.1 Written Notice. This GIA may be terminated by Interconnection Customer after giving Transmission Provider and Transmission Owner ninety (90) Calendar Days advance written notice, or by Transmission Provider notifying FERC after the Generating Facility permanently ceases Commercial Operation.

2.3.2 Failure to Achieve Commercial Operation. If the Generating Facility fails to achieve Commercial Operation for three (3) consecutive years following the Commercial Operation Date, this GIA may be terminated by the Transmission Provider after giving the Interconnection Customer ninety (90) Calendar Days advance written notice. Where a portion of the Generating Facility fails to achieve Commercial Operation for three (3) consecutive years following the Commercial Operation Date, the Transmission Provider shall issue a revised GIA to reflect the amount of the Generating Facility Capacity that achieved Commercial Operation. The revised GIA shall be consistent with the GIP in effect on the Effective Date of the GIA.

2.3.3 Default. Any Party may terminate this GIA in accordance with Article 17.

2.3.4 Notice to FERC. Notwithstanding Articles 2.3.1, 2.3.2 and 2.3.3, no termination shall become effective until the Parties have complied with all Applicable Laws and Regulations applicable to such termination, including the filing with FERC of a notice of termination of this GIA, which notice has been accepted for filing by FERC.

2.4 Termination Costs. If a Party elects to terminate this Agreement pursuant to Article 2.3 above, Interconnection Customer and Transmission Owner shall pay all costs incurred (including any cancellation costs relating to orders or contracts for Interconnection Facilities and equipment) or charges assessed by any other Party, as of the date of such Party's receipt of such notice of termination, that are the responsibility of the Terminating Party under this GIA. In the event of termination by any Party, all Parties shall use Commercially Reasonable Efforts to mitigate the costs, damages and charges arising as a consequence of termination. Upon termination of this GIA, unless otherwise ordered or approved by FERC:

2.4.1 With respect to any portion of Transmission Owner's Interconnection Facilities that have not yet been constructed or installed, Transmission Owner shall to the extent possible and with Interconnection Customer's authorization cancel any pending orders of, or return, any materials or equipment for, or contracts for construction of, such facilities; provided that in the event Interconnection Customer elects not to authorize such cancellation, Interconnection Customer shall assume all payment obligations with respect to such materials, equipment, and contracts, and Transmission Owner shall deliver such material and equipment, and, if necessary, assign such contracts, to Interconnection Customer as soon as practicable, at Interconnection Customer's expense. To the extent that Interconnection Customer has already paid Transmission Owner for any or all such costs of materials or equipment not taken by Interconnection Customer, Transmission Owner shall promptly refund such amounts to Interconnection Customer, less any costs, including penalties incurred by Transmission Owner to cancel any pending orders of or return such materials, equipment, or contracts.

If an Interconnection Customer terminates this GIA, it shall be responsible for all costs incurred in association with that Interconnection Customer's interconnection, including any cancellation costs relating to orders or contracts for Interconnection Facilities and equipment, and other expenses including any Network Upgrades for which Transmission Owner has incurred expenses and has not been reimbursed by Interconnection Customer and the Interconnection Customer's allocated share of Network Upgrade(s) costs as calculated pursuant to Section 4.2.5 of the GIP and as listed in Appendix A of this GIA which are required for service to other Interconnection Customer(s).

2.4.2 Transmission Owner may, at its option, retain any portion of such materials, equipment, or facilities that Interconnection Customer chooses not to accept delivery of, in which case Transmission Owner shall be responsible for all costs associated with procuring such materials, equipment, or facilities.

- 2.4.3** With respect to any portion of the Interconnection Facilities, and any other facilities already installed or constructed pursuant to the terms of this GIA, Interconnection Customer shall be responsible for all costs associated with the removal, relocation or other disposition or retirement of such materials, equipment, or facilities.
- 2.5 Disconnection.** Upon termination of this GIA, the Parties will take all appropriate steps to disconnect the Generating Facility from the Transmission System. All costs required to effectuate such disconnection shall be borne by the terminating Party, unless such termination resulted from the non-terminating Party's Default of this GIA or such non-terminating Party otherwise is responsible for these costs under this GIA.
- 2.6 Survival.** This GIA shall continue in effect after termination to the extent necessary to provide for final billings and payments and for costs incurred hereunder, including billings and payments pursuant to this GIA; to permit payments for any credits under this GIA; to permit the determination and enforcement of liability and indemnification obligations arising from acts or events that occurred while this GIA was in effect; and to permit each Party to have access to the lands of another Party pursuant to this GIA or other applicable agreements, to disconnect, remove or salvage its own facilities and equipment.

ARTICLE 3. REGULATORY FILINGS

- 3.1 Filing.** Transmission Provider shall file this GIA (and any amendment hereto) with the appropriate Governmental Authority, if required. Interconnection Customer may request that any information so provided be subject to the confidentiality provisions of Article 22. If Interconnection Customer has executed this GIA, or any amendment thereto, Interconnection Customer shall reasonably cooperate with Transmission Provider with respect to such filing and to provide any information reasonably requested by Transmission Provider needed to comply with applicable regulatory requirements.

ARTICLE 4. SCOPE OF SERVICE

- 4.1 Interconnection Product Options.** Interconnection Customer has selected the following (checked) type of Interconnection Service:

4.1.1 Energy Resource Interconnection Service.

4.1.1.1 The Product. Energy Resource Interconnection Service allows Interconnection Customer to connect the Generating Facility to the Transmission System and be eligible to deliver the Generating Facility's output using the existing firm or non-firm capacity of the Transmission System on an "as available" basis. To the extent Interconnection Customer wants to receive Energy Resource Interconnection Service, Transmission Provider shall construct facilities identified in Appendix A.

4.1.1.2 Transmission Delivery Service Implications. Under Energy Resource Interconnection Service, Interconnection Customer will be eligible to inject power from the Generating Facility into and deliver power across the Transmission System on an "as available" basis. The Interconnection

Customer's ability to inject its Generating Facility output beyond the Point of Interconnection, therefore, will depend on the existing capacity of the Transmission System at such time as a transmission service request is made that would accommodate such delivery. The provision of Firm Point-To-Point Transmission Service or Network Integration Transmission Service may require the construction of additional Network Upgrades.

4.1.2 Network Resource Interconnection Service.

4.1.2.1 The Product. Transmission Provider must conduct the necessary studies and construct the Network Upgrades needed to integrate the Generating Facility in a manner comparable to that in which Transmission Owner integrates its generating facilities to serve Native Load Customers as all Network Resources. To the extent Interconnection Customer wants to receive Network Resource Interconnection Service, Transmission Owner shall construct the facilities identified in Appendix A to this GIA.

4.1.2.2 Transmission Delivery Service Implications. Network Resource Interconnection Service allows Interconnection Customer's Generating Facility to be designated by any Network Customer under the Tariff on the Transmission System as a Network Resource, up to the Generating Facility's full output, on the same basis as existing Network Resources interconnected to the Transmission System, and to be studied as a Network Resource on the assumption that such a designation will occur. Although Network Resource Interconnection Service does not convey a reservation of transmission service, any Network Customer under the Tariff can utilize its network service under the Tariff to obtain delivery of energy from the interconnected Interconnection Customer's Generating Facility in the same manner as it accesses Network Resources. A Generating Facility receiving Network Resource Interconnection Service may also be used to provide Ancillary Services after technical studies and/or periodic analyses are performed with respect to the Generating Facility's ability to provide any applicable Ancillary Services, provided that such studies and analyses have been or would be required in connection with the provision of such Ancillary Services by any existing Network Resource. However, if an Interconnection Customer's Generating Facility has not been designated as a Network Resource by any load, it cannot be required to provide Ancillary Services except to the extent such requirements extend to all generating facilities that are similarly situated. The provision of Network Integration Transmission Service or Firm Point-To-Point Transmission Service may require additional studies and the construction of additional upgrades. Because such studies and upgrades would be associated with a request for delivery service under the Tariff, cost responsibility for the studies and upgrades would be in accordance with FERC's policy for pricing transmission delivery services.

Network Resource Interconnection Service does not necessarily provide Interconnection Customer with the capability to physically deliver the

output of its Generating Facility to any particular load on the Transmission System without incurring congestion costs. In the event of transmission constraints on the Transmission System, Interconnection Customer's Generating Facility shall be subject to the applicable congestion management procedures in Transmission Provider's Transmission System in the same manner as Network Resources.

There is no requirement either at the time of study or interconnection, or at any point in the future, that Interconnection Customer's Generating Facility be designated as a Network Resource by a Network Service Customer under the Tariff or that Interconnection Customer identify a specific buyer (or sink). To the extent a Network Customer does designate the Generating Facility as a Network Resource, it must do so pursuant to Transmission Provider's Tariff.

Once an Interconnection Customer satisfies the requirements for obtaining Network Resource Interconnection Service, any future transmission service request for delivery from the Generating Facility within the Transmission System of any amount of capacity and/or energy, up to the amount initially studied, will not require that any additional studies be performed or that any further upgrades associated with such Generating Facility be undertaken, regardless of whether or not such Generating Facility is ever designated by a Network Customer as a Network Resource and regardless of changes in ownership of the Generating Facility. However, the reduction or elimination of congestion or redispatch costs may require additional studies and the construction of additional upgrades.

To the extent Interconnection Customer enters into an arrangement for long term transmission service for deliveries from the Generating Facility outside the Transmission System, such request may require additional studies and upgrades in order for Transmission Provider to grant such request.

- 4.2 Provision of Service.** Transmission Provider shall provide Interconnection Service for the Generating Facility at the Point of Interconnection.
- 4.3 Performance Standards.** Each Party shall perform all of its obligations under this GIA in accordance with Applicable Laws and Regulations, Applicable Reliability Standards, and Good Utility Practice, and to the extent a Party is required or prevented or limited in taking any action by such regulations and standards, such Party shall not be deemed to be in Breach of this GIA for its compliance therewith. If such Party is a Transmission Provider or Transmission Owner, then that Party shall amend the GIA and submit the amendment to FERC for approval.
- 4.4 No Transmission Delivery Service.** The execution of this GIA does not constitute a request for, nor the provision of, any transmission delivery service under Transmission Provider's Tariff, and does not convey any right to deliver electricity to any specific customer or Point of Delivery.

- 4.5 Interconnection Customer Provided Services.** The services provided by Interconnection Customer under this GIA are set forth in Article 9.6 and Article 13.5.1. Interconnection Customer shall be paid for such services in accordance with Article 11.8.

ARTICLE 5. INTERCONNECTION FACILITIES ENGINEERING, PROCUREMENT, AND CONSTRUCTION

- 5.1 Options.** Unless otherwise mutually agreed to between the Parties, Interconnection Customer shall select the In-Service Date, Initial Synchronization Date, and Commercial Operation Date; and either the Option To Build as described under Article 5.1.2 or the Negotiated Option described under Article 5.1.3, and such dates and selected option, as applicable, shall be set forth in Appendix B, Milestones. At the same time, Interconnection Customer shall indicate whether it elects to exercise the Option to Build set forth in Article 5.1.2 below. If the dates designated by Interconnection Customer are not acceptable to Transmission Owner, Transmission Owner shall so notify Interconnection Customer within thirty (30) Calendar Days. Upon receipt of the notification that Interconnection Customer's designated dates are not acceptable to Transmission Owner, the Interconnection Customer shall notify Transmission Owner within thirty (30) Calendar Days whether it elects to exercise the Option to Build if it has not already elected to exercise the Option to Build.

5.1.1 Standard Option. Transmission Owner shall design, procure, and construct Transmission Owner's Interconnection Facilities and Network Upgrades, using Reasonable Efforts to complete Transmission Owner's Interconnection Facilities and Network Upgrades by the dates set forth in Appendix B, Milestones. Transmission Owner shall not be required to undertake any action which is inconsistent with its standard safety practices, its material and equipment specifications, its design criteria and construction procedures, its labor agreements, and Applicable Laws and Regulations. In the event Transmission Owner reasonably expects that it will not be able to complete Transmission Owner's Interconnection Facilities, and Network Upgrades by the specified dates, Transmission Owner shall promptly provide written notice to Interconnection Customer and shall undertake Reasonable Efforts to meet the earliest dates thereafter.

5.1.2 Option to Build. Interconnection Customer shall have the option to assume responsibility for the design, procurement and construction of Transmission Owner's Interconnection Facilities and Stand Alone Network Upgrades on the dates specified in Article 5.1.1. Transmission Owner and Interconnection Customer must agree as to what constitutes Stand Alone Network Upgrades and identify such Stand Alone Network Upgrades in Appendix A. Except for Stand Alone Network Upgrades, Interconnection Customer shall have no right to construct Network Upgrades under this option.

5.1.3 Negotiated Option. If the dates designated by Interconnection Customer are not acceptable to Transmission Owner, the Parties shall in good faith attempt to negotiate terms and conditions (including revision of the specified dates and liquidated damages, the provision of incentives or the procurement and

construction of all facilities other than Transmission Owner's Interconnection Facilities and Stand Alone Network Upgrades if the Interconnection Customer elects to exercise the Option to Build under Article 5.1.2). If the Parties are unable to reach agreement on such terms and conditions, then, pursuant to Article 5.1.1(Standard Option), Transmission Owner shall assume responsibility for the design, procurement and construction of all facilities other than Transmission Owner's Interconnection Facilities and Stand Alone Network Upgrades if the Interconnection Customer elects the Option to Build.

5.2 General Conditions Applicable to Option to Build. If Interconnection Customer assumes responsibility for the design, procurement and construction of Transmission Owner's Interconnection Facilities and Stand Alone Network Upgrades,

- (1) Interconnection Customer shall engineer, procure equipment, and construct Transmission Owner's Interconnection Facilities and Stand Alone Network Upgrades (or portions thereof) using Good Utility Practice and using standards and specifications provided in advance by Transmission Owner;
- (2) Interconnection Customer's engineering, procurement and construction of Transmission Owner's Interconnection Facilities and Stand Alone Network Upgrades shall comply with all requirements of law to which Transmission Provider would be subject in the engineering, procurement or construction of Transmission Owner's Interconnection Facilities and Stand Alone Network Upgrades;
- (3) Transmission Owner shall review and approve the engineering design, equipment acceptance tests, and the construction of Transmission Owner's Interconnection Facilities and Stand Alone Network Upgrades;
- (4) Prior to commencement of construction, Interconnection Customer shall provide to Transmission Provider and Transmission Owner a schedule for construction of Transmission Provider's Interconnection Facilities and Stand Alone Network Upgrades, and shall promptly respond to requests for information from Transmission Provider and Transmission Owner;
- (5) At any time during construction, Transmission Owner shall have the right to gain unrestricted access to Transmission Owner's Interconnection Facilities and Stand Alone Network Upgrades and to conduct inspections of the same;
- (6) At any time during construction, should any phase of the engineering, equipment procurement, or construction of Transmission Provider's Interconnection Facilities and Stand Alone Network Upgrades not meet the standards and specifications provided by Transmission Owner, Interconnection Customer shall be obligated to remedy deficiencies in that portion of Transmission Owner's Interconnection Facilities and Stand Alone Network Upgrades;
- (7) Interconnection Customer shall indemnify Transmission Provider and Transmission Owner for claims arising from Interconnection Customer's

construction of Transmission Owner's Interconnection Facilities and Stand Alone Network Upgrades under the terms and procedures applicable to Article 18.1 Indemnity;

- (8) The Interconnection Customer shall transfer control of Transmission Owner's Interconnection Facilities and Stand Alone Network Upgrades to Transmission Provider;
- (9) Unless Parties otherwise agree, Interconnection Customer shall transfer ownership of Transmission Owner's Interconnection Facilities and Stand-Alone Network Upgrades to Transmission Owner not later than the Commercial Operation Date;
- (10) Transmission Owner shall approve and accept for operation and maintenance Transmission Owner's Interconnection Facilities and Stand Alone Network Upgrades to the extent engineered, procured, and constructed in accordance with this Article 5.2; and
- (11) Interconnection Customer shall deliver to Transmission Owner "as-built" drawings, information, and any other documents that are reasonably required by Transmission Owner to assure that the Interconnection Facilities and Stand- Alone Network Upgrades are built to the standards and specifications required by Transmission Provider.
- (12) If Interconnection Customer exercises the Option to Build pursuant to Article 5.1.2, Interconnection Customer shall pay Transmission Owner the agreed upon amount of \$N/A for Transmission Owner to execute the responsibilities enumerated to Transmission Owner under Article 5.2. Transmission Owner shall invoice Interconnection Customer for this total amount to be divided on a monthly basis pursuant to Article 12.

5.3 Liquidated Damages. The actual damages to Interconnection Customer, in the event Transmission Owner's Interconnection Facilities or Network Upgrades are not completed by the dates designated by Interconnection Customer and accepted by Transmission Owner pursuant to subparagraph 5.1.3, above, may include Interconnection Customer's fixed operation and maintenance costs and lost opportunity costs. Such actual damages are uncertain and impossible to determine at this time. Because of such uncertainty, any liquidated damages paid by Transmission Owner to Interconnection Customer in the event that Transmission Owner does not complete any portion of Transmission Owner's Interconnection Facilities or Network Upgrades by the applicable dates, shall be an amount equal to ½ of 1 percent per day of the actual cost of Transmission Owner's Interconnection Facilities and Network Upgrades, in the aggregate, for which Transmission Owner has assumed responsibility to design, procure and construct.

However, in no event shall the total liquidated damages exceed 20 percent of the actual cost of Transmission Owner's Interconnection Facilities and Network Upgrades for which Transmission Owner has assumed responsibility to design, procure, and construct. The foregoing payments will be made by Transmission Owner to Interconnection Customer as just compensation for the damages caused to Interconnection Customer, which actual

damages are uncertain and impossible to determine at this time, and as reasonable liquidated damages, but not as a penalty or a method to secure performance of this GIA. Liquidated damages, when the Parties agree to them, are the exclusive remedy for the Transmission Owner's failure to meet its schedule.

No liquidated damages shall be paid to Interconnection Customer if: (1) Interconnection Customer is not ready to commence use of Transmission Owner's Interconnection Facilities or Network Upgrades to take the delivery of power for the Generating Facility's Trial Operation or to export power from the Generating Facility on the specified dates, unless Interconnection Customer would have been able to commence use of Transmission Owner's Interconnection Facilities or Network Upgrades to take the delivery of power for Generating Facility's Trial Operation or to export power from the Generating Facility, but for Transmission Owner's delay; (2) Transmission Owner's failure to meet the specified dates is the result of the action or inaction of Interconnection Customer or any other Interconnection Customer who has entered into a GIA with Transmission Owner or any cause beyond Transmission Owner's reasonable control or reasonable ability to cure; (3) the Interconnection Customer has assumed responsibility for the design, procurement and construction of Transmission Owner's Interconnection Facilities and Stand Alone Network Upgrades; or (4) the Parties have otherwise agreed.

5.4 Power System Stabilizers. The Interconnection Customer shall procure, install, maintain and operate Power System Stabilizers in accordance with the guidelines and procedures established by the Applicable Reliability Council. Transmission Provider reserves the right to reasonably establish minimum acceptable settings for any installed Power System Stabilizers, subject to the design and operating limitations of the Generating Facility. If the Generating Facility's Power System Stabilizers are removed from service or not capable of automatic operation, Interconnection Customer shall immediately notify Transmission Owner's system operator, or its designated representative. The requirements of this paragraph shall not apply to non-synchronous generators.

5.5 Equipment Procurement. If responsibility for construction of Transmission Owner's Interconnection Facilities or Network Upgrades is to be borne by Transmission Owner, then Transmission Owner shall commence design of Transmission Owner's Interconnection Facilities or Network Upgrades and procure necessary equipment as soon as practicable after all of the following conditions are satisfied, unless the Parties otherwise agree in writing:

5.5.1 Transmission Provider has completed the Interconnection Facilities Study pursuant to the Generator Interconnection Study Agreement;

5.5.2 Transmission Owner has received written authorization to proceed with design and procurement from Interconnection Customer by the date specified in Appendix B, Milestones; and

5.5.3 Interconnection Customer has provided security to Transmission Provider in accordance with Article 11.7 by the dates specified in Appendix B, Milestones.

- 5.6 Construction Commencement.** Transmission Owner shall commence construction of Transmission Owner's Interconnection Facilities and Network Upgrades for which it is responsible as soon as practicable after the following additional conditions are satisfied:
- 5.6.1** Approval of the appropriate Governmental Authority has been obtained for any facilities requiring regulatory approval;
 - 5.6.2** Necessary real property rights and rights-of-way have been obtained, to the extent required for the construction of a discrete aspect of Transmission Owner's Interconnection Facilities and Network Upgrades;
 - 5.6.3** Transmission Owner has received written authorization to proceed with construction from Interconnection Customer by the date specified in Appendix B, Milestones; and
 - 5.6.4** Interconnection Customer has provided security to Transmission Provider in accordance with Article 11.7 by the dates specified in Appendix B, Milestones.
- 5.7 Work Progress.** The Parties will keep each other advised periodically as to the progress of their respective design, procurement and construction efforts. Parties may, at any time, request a progress report from other Parties. If, at any time, Interconnection Customer determines that the completion of Transmission Owner's Interconnection Facilities and Network Upgrades will not be required until after the specified In-Service Date, Interconnection Customer will provide written notice to Transmission Provider and Transmission Owner of such later date upon which the completion of Transmission Owner's Interconnection Facilities and Network Upgrades will be required.
- 5.8 Information Exchange.** As soon as reasonably practicable after the Effective Date, the Parties shall exchange information regarding the design and compatibility of the Parties' Interconnection Facilities and compatibility of the Interconnection Facilities with the Transmission System, and shall work diligently and in good faith to make any necessary design changes.
- 5.9 Limited Operation.** If any of Transmission Owner's Interconnection Facilities or Network Upgrades are not reasonably expected to be completed prior to the Commercial Operation Date of the Generating Facility, Transmission Provider shall, upon the request and at the expense of Interconnection Customer, perform operating studies on a timely basis to determine the extent to which the Generating Facility and Interconnection Customer's Interconnection Facilities may operate prior to the completion of Transmission Owner's Interconnection Facilities or Network Upgrades consistent with Applicable Laws and Regulations, Applicable Reliability Standards, Good Utility Practice, and this GIA ("Limited Operation"). Transmission Owner shall permit Interconnection Customer to operate the Generating Facility and Interconnection Customer's Interconnection Facilities under Limited Operation in accordance with the results of such studies performed by Transmission Provider.
- 5.10 Interconnection Customer's Interconnection Facilities ('ICIF').** Interconnection Customer shall, at its expense, design, procure, construct, own and install the ICIF, as set

forth in Appendix A, Interconnection Facilities, Network Upgrades and Distribution Upgrades.

5.10.1 Interconnection Customer's Interconnection Facility Specifications.

Interconnection Customer shall submit initial specifications for the ICIF, including System Protection Facilities, to Transmission Owner at least one hundred eighty (180) Calendar Days prior to the Initial Synchronization Date; and final specifications for review and comment at least ninety (90) Calendar Days prior to the Initial Synchronization Date. Transmission Owner shall review such specifications to ensure that the ICIF are compatible with the technical specifications, operational control, and safety requirements of Transmission Owner and comment on such specifications within thirty (30) Calendar Days of Interconnection Customer's submission. All specifications provided hereunder shall be deemed confidential.

5.10.2 Transmission Owner's Review. Transmission Owner's review of Interconnection Customer's final specifications shall not be construed as confirming, endorsing, or providing a warranty as to the design, fitness, safety, durability or reliability of the Generating Facility, or the ICIF. Interconnection Customer shall make such changes to the ICIF as may reasonably be required by Transmission Owner, in accordance with Good Utility Practice, to ensure that the ICIF are compatible with the technical specifications, operational control, and safety requirements of Transmission Owner.

5.10.3 ICIF Construction. The ICIF shall be designed and constructed in accordance with Good Utility Practice. Within one hundred twenty (120) Calendar Days after the Commercial Operation Date, unless the Parties agree on another mutually acceptable deadline, Interconnection Customer shall deliver to Transmission Owner "as-built" drawings, information and documents for the ICIF, such as: a one-line diagram, a site plan showing the Generating Facility and the ICIF, plan and elevation drawings showing the layout of the ICIF, a relay functional diagram, relaying AC and DC schematic wiring diagrams and relay settings for all facilities associated with Interconnection Customer's step-up transformers, the facilities connecting the Generating Facility to the step-up transformers and the ICIF, and the impedances (determined by factory tests) for the associated step-up transformers and the Generating Facility. The Interconnection Customer shall provide Transmission Owner specifications for the excitation system, automatic voltage regulator, Generating Facility control and protection settings, transformer tap settings, and communications, if applicable.

5.10.4 Updated Information Submission by Interconnection Customer. The updated information submission by the Interconnection Customer, including manufacturer information, shall occur no later than one hundred eighty (180) Calendar Days prior to the Initial Synchronization Date. Interconnection Customer shall submit a completed copy of the Generating Facility data requirements contained in Attachment A to Appendix 3 to the GIP. It shall also include any additional information provided to Transmission Provider for the Interconnection Facilities Studies. Information in this submission shall be the most current Generating

Facility design or expected performance data. Information submitted for stability models shall be compatible with Transmission Provider standard models. If there is no compatible model, the Interconnection Customer will work with a consultant mutually agreed to by the Parties to develop and supply a standard model and associated information.

If the Interconnection Customer's data is materially different from what was originally provided to Transmission Provider pursuant to the Interconnection Study agreements between Transmission Provider and Interconnection Customer, then Transmission Provider will conduct appropriate studies to determine the impact on the Transmission System based on the actual data submitted pursuant to this Article 5.10.4. The Interconnection Customer shall not begin Trial Operation until such studies are completed.

5.10.5 Information Supplementation. Prior to the Commercial Operation Date, or as soon as possible thereafter, the Parties shall supplement their information submissions described above in this Article 5 with any and all “as-built” Generating Facility information or “as-tested” performance information that differs from the initial submissions or, alternatively, written confirmation that no such differences exist. The Interconnection Customer shall conduct tests on the Generating Facility as required by Good Utility Practice such as an open circuit “step voltage” test on the Generating Facility to verify proper operation of the Generating Facility's automatic voltage regulator.

Unless otherwise agreed, the test conditions shall include: (1) Generating Facility at synchronous speed; (2) automatic voltage regulator on and in voltage control mode; and (3) a five percent (5 percent) change in Generating Facility terminal voltage initiated by a change in the voltage regulators reference voltage. Interconnection Customer shall provide validated test recordings showing the responses of Generating Facility terminal and field voltages. In the event that direct recordings of these voltages is impractical, recordings of other voltages or currents that mirror the response of the Generating Facility's terminal or field voltage are acceptable if information necessary to translate these alternate quantities to actual Generating Facility terminal or field voltages is provided. Generating Facility testing shall be conducted and results provided to the Transmission Provider for each individual generating unit in a station.

Subsequent to the Commercial Operation Date, the Interconnection Customer shall provide Transmission Owner and Transmission Provider any information changes due to equipment replacement, repair, or adjustment. Transmission Owner shall provide the Interconnection Customer and Transmission Provider any information changes due to equipment replacement, repair or adjustment in the directly connected substation or any adjacent Transmission Owner-owned substation that may affect the Interconnection Customer's Interconnection Facilities equipment ratings, protection or operating requirements. The Parties shall provide

such information no later than thirty (30) Calendar Days after the date of the equipment replacement, repair or adjustment.

- 5.11 Transmission Owner's Interconnection Facilities Construction.** Transmission Owner's Interconnection Facilities and Network Upgrades shall be designed and constructed in accordance with Good Utility Practice. Upon request, within one hundred twenty (120) Calendar Days after the Commercial Operation Date, unless the Parties agree on another mutually acceptable deadline, Transmission Owner shall deliver to Interconnection Customer the following "as-built" drawings, information and documents for Transmission Owner's Interconnection Facilities and Network Upgrades [include appropriate drawings and relay diagrams].

Transmission Owner will obtain control of Transmission Owner's Interconnection Facilities and Stand Alone Network Upgrades upon completion of such facilities.

- 5.12 Access Rights.** Upon reasonable notice and supervision by a Party, and subject to any required or necessary regulatory approvals, a Party ("Granting Party") shall furnish at no cost to any other Party ("Access Party") any rights of use, licenses, rights of way and easements with respect to lands owned or controlled by the Granting Party, its agents (if allowed under the applicable agency agreement), or any Affiliate, that are necessary to enable the Access Party to obtain ingress and egress to construct, operate, maintain, repair, test (or witness testing), inspect, replace or remove facilities and equipment to: (i) interconnect the Generating Facility with the Transmission System; (ii) operate and maintain the Generating Facility, the Interconnection Facilities and the Transmission System; and (iii) disconnect or remove the Access Party's facilities and equipment upon termination of this GIA. In exercising such licenses, rights of way and easements, the Access Party shall not unreasonably disrupt or interfere with normal operation of the Granting Party's business and shall adhere to the safety rules and procedures established in advance, as may be changed from time to time, by the Granting Party and provided to the Access Party.
- 5.13 Lands of Other Property Owners.** If any part of Transmission Owner's Interconnection Facilities and/or Network Upgrades is to be installed on property owned by persons other than Interconnection Customer or Transmission Owner, Transmission Owner shall at Interconnection Customer's expense use efforts, similar in nature and extent to those that it typically undertakes on its own behalf or on behalf of its Affiliates, including use of its eminent domain authority, and to the extent consistent with state law, to procure from such persons any rights of use, licenses, rights of way and easements that are necessary to construct, operate, maintain, test, inspect, replace or remove Transmission Owner's Interconnection Facilities and/or Network Upgrades upon such property.
- 5.14 Permits.** Transmission Provider or Transmission Owner and Interconnection Customer shall cooperate with each other in good faith in obtaining all permits, licenses, and authorizations that are necessary to accomplish the interconnection in compliance with Applicable Laws and Regulations. With respect to this paragraph, Transmission Provider or Transmission Owner shall provide permitting assistance to Interconnection Customer comparable to that provided to Transmission Provider's own, or an Affiliate's generation.

5.15 Early Construction of Base Case Facilities. Interconnection Customer may request Transmission Owner to construct, and Transmission Owner shall construct, using Reasonable Efforts to accommodate Interconnection Customer's In-Service Date, all or any portion of any Network Upgrades required for Interconnection Customer to be interconnected to the Transmission System which are included in the Base Case of the Facilities Study for Interconnection Customer, and which also are required to be constructed for another Interconnection Customer, but where such construction is not scheduled to be completed in time to achieve Interconnection Customer's In-Service Date.

5.16 Suspension.

5.16.1 Suspension by Interconnection Customer. Interconnection Customer, upon written notice to Transmission Provider and Transmission Owner, may suspend, for a period not to exceed 18 months, work by Transmission Owner associated with the construction and installation of Transmission Owner's Interconnection Facilities and/or Network Upgrades required under this GIA under the following terms and conditions,

- i. Construction of Network Upgrades that are required to provide Interconnection Service to other Generating Facilities and for which Interconnection Customer shares cost responsibility cannot be suspended pursuant to this Article 5.16.
- ii. If the suspension period begins later than or extends beyond six months following the Effective Date of the GIA, the Interconnection Customer shall provide to the Transmission Provider security in the form described under Article 11.7 in an amount equal to the greater of:
 - a. the Interconnection Customer's allocated share of Network Upgrade(s) as calculated pursuant to Section 4.2.5 of the GIP and as identified in Appendix A of this GIA unless previously provided under Section 8.9 of the GIP; or
 - b. \$5,000,000 if the Generating Facility is greater than or equal to 100 MW; or
 - c. \$2,500,000 if the Generating Facility is greater than or equal to 50 MW and less than 100 MW; or
 - d. \$1,000,000 if the Generating Facility is less than 50 MW; or
 - e. \$500,000 if the Generating Facility is less than or equal to 2 MW.
- iii. In the event that this GIA is terminated under this Article 5.16, the Transmission Provider shall retain the security provided pursuant to Article 5.16.1.ii in the amount required to meet Interconnection Customer's obligations pursuant to this GIA. Any difference between the security provided and Interconnection Customer's obligations shall be settled pursuant to Article 12.
- iv. In the event Interconnection Customer suspends work by Transmission Owner required under this GIA pursuant to this Article 5.16 and has not requested Transmission Owner to resume the work required under this GIA on or before the

expiration of 18 months from the date of suspension, this GIA shall be deemed terminated unless Article 16 applies.

- v. In the event Interconnection Customer suspends work by Transmission Owner required under this GIA pursuant to this Article 5.16 and has not complied requirements of Article 5.16.1.ii on or before the later of the expiration of 6 months following the effective date of the GIA or the date the suspension is requested, this GIA shall be deemed terminated by the Interconnection Customer.
 - vi. In the event Interconnection Customer suspends work by Transmission Owner required under this GIA pursuant to this Article 5.16, the Transmission System shall be left in a safe and reliable condition in accordance with Good Utility Practice and Transmission Owner's safety and reliability criteria. Interconnection Customer shall be responsible for all reasonable and necessary costs which Transmission Owner and Transmission Provider (i) have incurred pursuant to this GIA prior to the suspension and (ii) incur in suspending such work, including any costs incurred to perform such work as may be necessary to ensure the safety of persons and property and the integrity of the Transmission System during such suspension and, if applicable, any costs incurred in connection with the cancellation or suspension of material, equipment and labor contracts which Transmission Owner cannot reasonably avoid; provided, however, that prior to canceling or suspending any such material, equipment or labor contract, Transmission Owner shall obtain Interconnection Customer's authorization to do so. Transmission Owner and Transmission Provider shall invoice Interconnection Customer for such costs pursuant to Article 12 and shall use due diligence to minimize its costs.
 - vii. In the event Interconnection Customer provides written notice to resume work for those facilities for which work has been suspended pursuant to this Article 5.16.1, the Interconnection Customer shall receive a refund, including interest, of any payments provided in accordance with Article 5.16.1.ii in excess of the sum of Interconnection Customer's allocated share of Network Upgrade(s) costs and any costs incurred under Article 5.16.1.vi within 30 days of the date of such notice.
- 5.16.2 Exemptions.** The Interconnection Customer shall be exempt from the payments described under Article 5.16.1.ii.b, 5.16.1.ii.c and 5.16.1.ii.d if the following occurs or Suspension is requested for the following reasons:
- i. Construction of a Network Upgrade or the Generating Facility is prevented by order of a Governmental Authority; or
 - ii. Transmission Provider determines through an Interconnection Study that the Suspension does not qualify as a modification that has an impact on the cost or timing of any Interconnection Request with an equal or later Queue priority date (Material Modification); or
 - iii. Transmission Owner or Transmission Provider determines that a Force Majeure event prevents construction of a Network Upgrade.

5.17 Taxes.

5.17.1 Interconnection Customer Payments Not Taxable. The Parties intend that all payments or property transfers made by Interconnection Customer to Transmission Owner for the installation of Transmission Owner's Interconnection Facilities and the Network Upgrades shall be non-taxable, either as contributions to capital, or as an advance, in accordance with the Internal Revenue Code and any applicable state income tax laws and shall not be taxable as contributions in aid of construction or otherwise under the Internal Revenue Code and any applicable state income tax laws.

5.17.2 Representations and Covenants. In accordance with IRS Notice 2001-82 and IRS Notice 88-129, Interconnection Customer represents and covenants that (i) ownership of the electricity generated at the Generating Facility will pass to another party prior to the transmission of the electricity on the Transmission System, (ii) for income tax purposes, the amount of any payments and the cost of any property transferred to Transmission Owner for Transmission Owner's Interconnection Facilities will be capitalized by Interconnection Customer as an intangible asset and recovered using the straight-line method over a useful life of twenty (20) years, and (iii) any portion of Transmission Owner's Interconnection Facilities that is a "dual-use intertie," within the meaning of IRS Notice 88-129, is reasonably expected to carry only a de minimis amount of electricity in the direction of the Generating Facility. For this purpose, "de minimis amount" means no more than 5 percent of the total power flows in both directions, calculated in accordance with the "5 percent test" set forth in IRS Notice 88-129. This is not intended to be an exclusive list of the relevant conditions that must be met to conform to IRS requirements for non-taxable treatment.

At Transmission Owner's request, Interconnection Customer shall provide Transmission Owner with a report from an independent engineer confirming its representation in clause (iii), above. Transmission Owner represents and covenants that the cost of Transmission Owner's Interconnection Facilities paid for by Interconnection Customer will have no net effect on the base upon which rates are determined.

5.17.3 Indemnification for the Cost Consequences of Current Tax Liability Imposed Upon the Transmission Owner. Notwithstanding Article 5.17.1, Interconnection Customer shall protect, indemnify and hold harmless Transmission Owner from the cost consequences of any current tax liability imposed against Transmission Owner as the result of payments or property transfers made by Interconnection Customer to Transmission Owner under this GIA for Interconnection Facilities, as well as any interest and penalties, other than interest and penalties attributable to any delay caused by Transmission Owner.

Transmission Owner shall not include a gross-up for the cost consequences of any current tax liability in the amounts it charges Interconnection Customer under this GIA unless (i) Transmission Owner has determined, in good faith, that the

payments or property transfers made by Interconnection Customer to Transmission Owner should be reported as income subject to taxation or (ii) any Governmental Authority directs Transmission Owner to report payments or property as income subject to taxation; provided, however, that Transmission Owner may require Interconnection Customer to provide security for Interconnection Facilities, in a form reasonably acceptable to Transmission Owner (such as a parental guarantee or a letter of credit), in an amount equal to the cost consequences of any current tax liability under this Article 5.17. Interconnection Customer shall reimburse Transmission Owner for such costs on a fully grossed-up basis, in accordance with Article 5.17.4, within thirty (30) Calendar Days of receiving written notification from Transmission Owner of the amount due, including detail about how the amount was calculated.

The indemnification obligation shall terminate at the earlier of (1) the expiration of the ten year testing period and the applicable statute of limitation, as it may be extended by Transmission Owner upon request of the IRS, to keep these years open for audit or adjustment, or (2) the occurrence of a subsequent taxable event and the payment of any related indemnification obligations as contemplated by this Article 5.17.

5.17.4 Tax Gross-Up Amount. Interconnection Customer's liability for the cost consequences of any current tax liability under this Article 5.17 shall be calculated on a fully grossed-up basis. Except as may otherwise be agreed to by the Parties, this means that Interconnection Customer will pay Transmission Owner, in addition to the amount paid for the Interconnection Facilities, and Network Upgrades, an amount equal to (1) the current taxes imposed on Transmission Owner ("Current Taxes") on the excess of (a) the gross income realized by Transmission Owner as a result of payments or property transfers made by Interconnection Customer to Transmission Owner under this GIA (without regard to any payments under this Article 5.17) (the "Gross Income Amount") over (b) the present value of future tax deductions for depreciation that will be available as a result of such payments or property transfers (the "Present Value Depreciation Amount"), plus (2) an additional amount sufficient to permit Transmission Owner to receive and retain, after the payment of all Current Taxes, an amount equal to the net amount described in clause (1).

For this purpose, (i) Current Taxes shall be computed based on Transmission Owner's composite federal and state tax rates at the time the payments or property transfers are received and Transmission Owner will be treated as being subject to tax at the highest marginal rates in effect at that time (the "Current Tax Rate"), and (ii) the Present Value Depreciation Amount shall be computed by discounting Transmission Owner's anticipated tax depreciation deductions as a result of such payments or property transfers by Transmission Owner's current weighted average cost of capital. Thus, the formula for calculating Interconnection Customer's liability to Transmission Owner pursuant to this Article 5.17.4 can be expressed as follows: $(\text{Current Tax Rate} \times (\text{Gross Income Amount} - \text{Present Value of Tax Depreciation})) / (1 - \text{Current Tax Rate})$. Interconnection Customer's estimated tax

liability in the event taxes are imposed shall be stated in Appendix A, Interconnection Facilities, Network Upgrades and Distribution Upgrades.

5.17.5 Private Letter Ruling or Change or Clarification of Law. At Interconnection Customer's request and expense, Transmission Owner shall file with the IRS a request for a private letter ruling as to whether any property transferred or sums paid, or to be paid, by Interconnection Customer to Transmission Owner under this GIA are subject to federal income taxation. Interconnection Customer will prepare the initial draft of the request for a private letter ruling, and will certify under penalties of perjury that all facts represented in such request are true and accurate to the best of Interconnection Customer's knowledge. Transmission Owner and Interconnection Customer shall cooperate in good faith with respect to the submission of such request.

Transmission Owner shall keep Interconnection Customer fully informed of the status of such request for a private letter ruling and shall execute either a privacy act waiver or a limited power of attorney, in a form acceptable to the IRS, that authorizes Interconnection Customer to participate in all discussions with the IRS regarding such request for a private letter ruling. Transmission Owner shall allow Interconnection Customer to attend all meetings with IRS officials about the request and shall permit Interconnection Customer to prepare the initial drafts of any follow-up letters in connection with the request.

5.17.6 Subsequent Taxable Events. If, within 10 years from the date on which the relevant Transmission Owner's Interconnection Facilities are placed in service, (i) Interconnection Customer Breaches the covenants contained in Article 5.17.2, (ii) a "disqualification event" occurs within the meaning of IRS Notice 88-129, or (iii) this GIA terminates and Transmission Owner retains ownership of the Interconnection Facilities and Network Upgrades, Interconnection Customer shall pay a tax gross-up for the cost consequences of any current tax liability imposed on Transmission Owner, calculated using the methodology described in Article 5.17.4 and in accordance with IRS Notice 90-60.

5.17.7 Contests. In the event any Governmental Authority determines that Transmission Owner's receipt of payments or property constitutes income that is subject to taxation, Transmission Owner shall notify Interconnection Customer, in writing, within thirty (30) Calendar Days of receiving notification of such determination by a Governmental Authority. Upon the timely written request by Interconnection Customer and at Interconnection Customer's sole expense, Transmission Owner may appeal, protest, seek abatement of, or otherwise oppose such determination. Upon Interconnection Customer's written request and sole expense, Transmission Owner may file a claim for refund with respect to any taxes paid under this Article 5.17, whether or not it has received such a determination. Transmission Owner reserves the right to make all decisions with regard to the prosecution of such appeal, protest, abatement or other contest, including the selection of counsel and compromise or settlement of the claim, but Transmission Owner shall keep Interconnection Customer informed, shall consider in good faith suggestions from Interconnection Customer about the conduct of the contest, and shall reasonably

permit Interconnection Customer or an Interconnection Customer representative to attend contest proceedings.

Interconnection Customer shall pay to Transmission Owner on a periodic basis, as invoiced by Transmission Owner, Transmission Owner's documented reasonable costs of prosecuting such appeal, protest, abatement or other contest. At any time during the contest, Transmission Owner may agree to a settlement either with Interconnection Customer's consent or after obtaining written advice from nationally-recognized tax counsel, selected by Transmission Owner, but reasonably acceptable to Interconnection Customer, that the proposed settlement represents a reasonable settlement given the hazards of litigation. Interconnection Customer's obligation shall be based on the amount of the settlement agreed to by Interconnection Customer, or if a higher amount, so much of the settlement that is supported by the written advice from nationally-recognized tax counsel selected under the terms of the preceding sentence. The settlement amount shall be calculated on a fully grossed-up basis to cover any related cost consequences of the current tax liability. Any settlement without Interconnection Customer's consent or such written advice will relieve Interconnection Customer from any obligation to indemnify Transmission Owner for the tax at issue in the contest.

5.17.8 Refund. In the event that (a) a private letter ruling is issued to Transmission Owner which holds that any amount paid or the value of any property transferred by Interconnection Customer to Transmission Owner under the terms of this GIA is not subject to federal income taxation, (b) any legislative change or administrative announcement, notice, ruling or other determination makes it reasonably clear to Transmission Owner in good faith that any amount paid or the value of any property transferred by Interconnection Customer to Transmission Owner under the terms of this GIA is not taxable to Transmission Owner, (c) any abatement, appeal, protest, or other contest results in a determination that any payments or transfers made by Interconnection Customer to Transmission Owner are not subject to federal income tax, or (d) if Transmission Owner receives a refund from any taxing authority for any overpayment of tax attributable to any payment or property transfer made by Interconnection Customer to Transmission Owner pursuant to this GIA, Transmission Owner shall promptly refund to Interconnection Customer the following:

- (i) any payment made by Interconnection Customer under this Article 5.17 for taxes that is attributable to the amount determined to be non-taxable, together with interest thereon,
- (ii) interest on any amount paid by Interconnection Customer to Transmission Owner for such taxes which Transmission Owner did not submit to the taxing authority, calculated in accordance with the methodology set forth in FERC's regulations at 18 CFR §35.19a(a)(2)(iii) from the date payment was made by Interconnection Customer to the date Transmission Owner refunds such payment to Interconnection Customer, and

- (iii) with respect to any such taxes paid by Transmission Owner, any refund or credit Transmission Owner receives or to which it may be entitled from any Governmental Authority, interest (or that portion thereof attributable to the payment described in clause (i), above) owed to Transmission Owner for such overpayment of taxes (including any reduction in interest otherwise payable by Transmission Owner to any Governmental Authority resulting from an offset or credit); provided, however, that Transmission Owner will remit such amount promptly to Interconnection Customer only after and to the extent that Transmission Owner has received a tax refund, credit or offset from any Governmental Authority for any applicable overpayment of income tax related to Transmission Owner's Interconnection Facilities.

The intent of this provision is to leave the Parties, to the extent practicable, in the event that no taxes are due with respect to any payment for Interconnection Facilities and Network Upgrades hereunder, in the same position they would have been in had no such tax payments been made.

5.17.9 Taxes Other Than Income Taxes. Upon the timely request by Interconnection Customer, and at Interconnection Customer's sole expense, Transmission Owner may appeal, protest, seek abatement of, or otherwise contest any tax (other than federal or state income tax) asserted or assessed against Transmission Owner for which Interconnection Customer may be required to reimburse Transmission Owner under the terms of this GIA. Interconnection Customer shall pay to Transmission Owner on a periodic basis, as invoiced by Transmission Owner, Transmission Owner's documented reasonable costs of prosecuting such appeal, protest, abatement, or other contest. Interconnection Customer and Transmission Owner shall cooperate in good faith with respect to any such contest. Unless the payment of such taxes is a prerequisite to an appeal or abatement or cannot be deferred, no amount shall be payable by Interconnection Customer to Transmission Owner for such taxes until they are assessed by a final, non-appealable order by any court or agency of competent jurisdiction. In the event that a tax payment is withheld and ultimately due and payable after appeal, Interconnection Customer will be responsible for all taxes, interest and penalties, other than penalties attributable to any delay caused by Transmission Owner.

5.18 Tax Status. All Parties shall cooperate with each other to maintain their tax status. Nothing in this GIA is intended to adversely affect any Party's tax exempt status with respect to the issuance of bonds including, but not limited to, local furnishing bonds.

5.19 Modification.

5.19.1 General. Each Party may undertake modifications to its facilities. If a Party plans to undertake a modification that reasonably may be expected to affect another Party's facilities, that Party shall provide to the other Parties sufficient information regarding such modification so that the other Parties may evaluate the potential impact of such modification prior to commencement of the work. Such information shall be deemed to be confidential hereunder and shall include information concerning the timing of such modifications and whether such modifications are

expected to interrupt the flow of electricity from the Generating Facility. The Party desiring to perform such work shall provide the relevant drawings, plans, and specifications to the other Parties at least ninety (90) Calendar Days in advance of the commencement of the work or such shorter period upon which the Parties may agree, which agreement shall not unreasonably be withheld, conditioned or delayed.

In the case of Generating Facility Modifications that do not require Interconnection Customer to submit an Interconnection Request, Transmission Owner shall provide, within thirty (30) Calendar Days (or such other time as the Parties may agree), an estimate of any additional modifications to the Transmission System, Transmission Owner's Interconnection Facilities or Network Upgrades necessitated by such Interconnection Customer modification and a good faith estimate of the costs thereof.

5.19.2 Standards. Any additions, modifications, or replacements made to a Party's facilities shall be designed, constructed and operated in accordance with this GIA and Good Utility Practice.

5.19.3 Modification Costs. Interconnection Customer shall not be directly assigned for the costs of any additions, modifications, or replacements that Transmission Owner makes to Transmission Owner's Interconnection Facilities or the Transmission System to facilitate the interconnection of a third party to Transmission Owner's Interconnection Facilities or the Transmission System, or to provide transmission service to a third party under Transmission Provider's Tariff. Interconnection Customer shall be responsible for the costs of any additions, modifications, or replacements to Interconnection Customer's Interconnection Facilities that may be necessary to maintain or upgrade such Interconnection Customer's Interconnection Facilities consistent with Applicable Laws and Regulations, Applicable Reliability Standards or Good Utility Practice.

5.20 Delays. If a Network Upgrade(s) identified in Appendix A is delayed during the construction process and the Commercial Operation Date for the Generating Facility identified in Appendix B is no longer feasible, the Commercial Operation Date in Appendix B may be modified to no later than six (6) months following the in-service date for the last Network Upgrade identified in Appendix A.

ARTICLE 6. TESTING AND INSPECTION

6.1 Pre-Commercial Operation Date Testing and Modifications. Prior to the Commercial Operation Date, Transmission Owner shall test Transmission Owner's Interconnection Facilities and Network Upgrades and Interconnection Customer shall test the Generating Facility and Interconnection Customer's Interconnection Facilities to ensure their safe and reliable operation. Similar testing may be required after initial operation. Each Party shall make any modifications to its facilities that are found to be necessary as a result of such testing. Interconnection Customer shall bear the cost of all such testing and modifications. Interconnection Customer shall generate test energy at the Generating Facility only if it has arranged for the delivery of such test energy.

- 6.2 Post-Commercial Operation Date Testing and Modifications.** Each Party shall at its own expense perform routine inspection and testing of its facilities and equipment in accordance with Good Utility Practice as may be necessary to ensure the continued interconnection of the Generating Facility with the Transmission System in a safe and reliable manner. Each Party shall have the right, upon advance written notice, to require reasonable additional testing of the other Party's facilities, at the requesting Party's expense, as may be in accordance with Good Utility Practice.
- 6.3 Right to Observe Testing.** Each Party shall notify the other Parties in advance of its performance of tests of its Interconnection Facilities. The other Parties have the right, at its own expense, to observe such testing.
- 6.4 Right to Inspect.** Each Party shall have the right, but shall have no obligation to: (i) observe another Parties' tests and/or inspection of any of its System Protection Facilities and other protective equipment, including power system stabilizers; (ii) review the settings of the other Parties' System Protection Facilities and other protective equipment; and (iii) review another Parties' maintenance records relative to the Interconnection Facilities, the System Protection Facilities and other protective equipment. Any Party may exercise these rights from time to time as it deems necessary upon reasonable notice to the other Parties. The exercise or non-exercise by another Party of any such rights shall not be construed as an endorsement or confirmation of any element or condition of the Interconnection Facilities or the System Protection Facilities or other protective equipment or the operation thereof, or as a warranty as to the fitness, safety, desirability, or reliability of same. Any information that any Party obtains through the exercise of any of its rights under this Article 6.4 shall be deemed to be Confidential Information and treated pursuant to Article 22 of this GIA.

ARTICLE 7. METERING

- 7.1 General.** Each Party shall comply with the Applicable Reliability Council requirements. Unless otherwise agreed by the Parties, Transmission Owner shall install Metering Equipment at the Point of Interconnection prior to any operation of the Generating Facility and shall own, operate, test and maintain such Metering Equipment. Power flows to and from the Generating Facility shall be measured at or, at Transmission Owner's option, compensated to, the Point of Interconnection. Transmission Owner shall provide metering quantities, in analog and/or digital form, to Interconnection Customer and Transmission Provider on a same-time basis using communication as provided in Article 8. Interconnection Customer shall bear all reasonable documented costs associated with the purchase, installation, operation, testing and maintenance of the Metering Equipment.
- 7.2 Check Meters.** Interconnection Customer, at its option and expense, may install and operate, on its premises and on its side of the Point of Interconnection, one or more check meters to check Transmission Owner's meters. Such check meters shall be for check purposes only and shall not be used for the measurement of power flows for purposes of this GIA, except as provided in Article 7.4 below. The check meters shall be subject at all reasonable times to inspection and examination by Transmission Owner or its designee. The installation, operation and maintenance thereof shall be performed entirely by Interconnection Customer in accordance with Good Utility Practice.

- 7.3 Standards.** Transmission Owner shall install, calibrate, and test revenue quality Metering Equipment in accordance with applicable ANSI standards.
- 7.4 Testing of Metering Equipment.** Transmission Owner shall inspect and test all Transmission Owner-owned Metering Equipment upon installation and at least once every two (2) years thereafter. If requested to do so by Interconnection Customer, Transmission Owner shall, at Interconnection Customer's expense, inspect or test Metering Equipment more frequently than every two (2) years. Transmission Owner shall give reasonable notice of the time when any inspection or test shall take place, and Interconnection Customer may have representatives present at the test or inspection. If at any time Metering Equipment is found to be inaccurate or defective, it shall be adjusted, repaired or replaced at Interconnection Customer's expense, in order to provide accurate metering, unless the inaccuracy or defect is due to Transmission Owner's failure to maintain, then Transmission Owner shall pay. If Metering Equipment fails to register, or if the measurement made by Metering Equipment during a test varies by more than two percent from the measurement made by the standard meter used in the test, Transmission Owner shall adjust the measurements by correcting all measurements for the period during which Metering Equipment was in error by using Interconnection Customer's check meters, if installed. If no such check meters are installed or if the period cannot be reasonably ascertained, the adjustment shall be for the period immediately preceding the test of the Metering Equipment equal to one-half the time from the date of the last previous test of the Metering Equipment.
- 7.5 Metering Data.** At Interconnection Customer's expense, the metered data shall be telemetered to one or more locations designated by Transmission Owner and one or more locations designated by Interconnection Customer. Such telemetered data shall be used, under normal operating conditions, as the official measurement of the amount of energy delivered from the Generating Facility to the Point of Interconnection.

ARTICLE 8. COMMUNICATIONS

- 8.1 Interconnection Customer Obligations.** Interconnection Customer shall maintain satisfactory operating communications with Transmission Owner's Transmission System dispatcher or representative designated by Transmission Owner. Interconnection Customer shall provide standard voice line, dedicated voice line and facsimile communications at its Generating Facility control room or central dispatch facility through use of either the public telephone system, or a voice communications system that does not rely on the public telephone system. Interconnection Customer shall also provide the dedicated data circuit(s) necessary to provide Interconnection Customer data to Transmission Owner as set forth in Appendix D, Security Arrangements Details. The data circuit(s) shall extend from the Generating Facility to the location(s) specified by Transmission Owner. Any required maintenance of such communications equipment shall be performed by Interconnection Customer. Operational communications shall be activated and maintained under, but not be limited to, the following events: system paralleling or separation, scheduled and unscheduled shutdowns, equipment clearances, and hourly and daily load data.

8.2 Remote Terminal Unit. Prior to the Initial Synchronization Date of the Generating Facility, a Remote Terminal Unit, or equivalent data collection and transfer equipment acceptable to the Parties, shall be installed by Interconnection Customer, or by Transmission Owner at Interconnection Customer's expense, to gather accumulated and instantaneous data to be telemetered to the location(s) designated by Transmission Owner through use of a dedicated point-to-point data circuit(s) as indicated in Article 8.1. The communication protocol for the data circuit(s) shall be specified by Transmission Owner. Instantaneous bi-directional analog real power and reactive power flow information must be telemetered directly to the location(s) specified by Transmission Owner.

Each Party will promptly advise the other Party if it detects or otherwise learns of any metering, telemetry or communications equipment errors or malfunctions that require the attention and/or correction by the other Party. The Party owning such equipment shall correct such error or malfunction as soon as reasonably feasible.

8.3 No Annexation. Any and all equipment placed on the premises of a Party shall be and remain the property of the Party providing such equipment regardless of the mode and manner of annexation or attachment to real property, unless otherwise mutually agreed by the Parties.

8.4 Provision of Data from a Variable Energy Resource. The Interconnection Customer whose Generating Facility is a Variable Energy Resource shall provide meteorological and forced outage data to the Transmission Provider to the extent necessary for the Transmission Provider's development and deployment of power production forecasts for that class of Variable Energy Resources. The Interconnection Customer with a Variable Energy Resource having wind as the energy source, at a minimum, will be required to provide the Transmission Provider with (i) site-specific meteorological data including: temperature, wind speed, wind direction, relative humidity and atmospheric pressure and (ii) site specific geographic data including location (latitude and longitude) of the Variable Energy Resource and location (latitude and longitude) and height of the facility that will contain the equipment necessary to provide the meteorological data for such resource. The Interconnection Customer with a Variable Energy Resource having solar as the energy source, at a minimum, will be required to provide the Transmission Provider with site-specific meteorological data including: temperature, atmospheric pressure, and irradiance. The Transmission Provider and Interconnection Customer whose Generating Facility is a Variable Energy Resource shall mutually agree to any additional meteorological data that are required for the development and deployment of a power production forecast. The Interconnection Customer whose Generating Facility is a Variable Energy Resource also shall submit data to the Transmission Provider regarding all forced outages to the extent necessary for the Transmission Provider's development and deployment of power production forecasts for that class of Variable Energy Resources. The exact specifications of the meteorological and forced outage data to be provided by the Interconnection Customer to the Transmission Provider, including the frequency and timing of data submittals, shall be made taking into account the size and configuration of the Variable Energy Resource, its characteristics, location, and its importance in maintaining generation resource adequacy and transmission system reliability in its area. All requirements for meteorological, geographical and forced outage data must be commensurate with the

power production forecasting employed by the Transmission Provider. Such requirements for meteorological, geographical and forced outage data are set forth in Appendix C, Interconnection Details, of this GIA, as they may change from time to time.

- 8.5 Phasor Measurement Unit (PMU) Recording Equipment.** Prior to the Initial Synchronization Date of a Generating Facility having a Generating Facility Capacity equal to or greater than 50 MW, phasor measurement recording and communications equipment shall be installed by the Transmission Owner at Interconnection Customer's expense that is capable of gathering phasor measurements as specified in the PMU Communications Handbook. To the extent similar quality equipment is being added or already exists, such as relays or digital fault recorders, that can collect data at least at the same rate as PMUs and which data is synchronized via a high-accuracy satellite clock, such equipment can be utilized to satisfy this requirement if the equipment is located on the Transmission Owner's side of the Point of Change of Ownership and if mutually agreed to by the Parties. The phasor measurement equipment shall be installed at the Transmission Owner's side of the Point of Change of Ownership and become part of the Transmission Owner Interconnection Facilities. Phasor measurements shall be streamed in IEEE C37.118 or equivalent format and be provided to the Transmission Provider. This data shall at least be sufficient to determine (i) positive-sequence voltage magnitude and angle, (ii) positive-sequence current magnitude and angle, (iii) frequency, and (iv) rate of change of frequency. Such data shall be transmitted over the data circuit(s) as indicated in Article 8.1.

Each Party will promptly advise the other Parties if it detects or otherwise learns of any metering, telemetry or communications equipment errors or malfunctions that require the attention and/or correction by the applicable Party. The Party owning such equipment shall correct such error or malfunction as soon as reasonably feasible.

ARTICLE 9. OPERATIONS

- 9.1 General.** Each Party shall comply with the Applicable Reliability Council requirements. Each Party shall provide to the other Parties all information that may reasonably be required by the other Parties to comply with Applicable Laws and Regulations and Applicable Reliability Standards.
- 9.2 Control Area Notification.** At least three months before Initial Synchronization Date, Interconnection Customer shall notify Transmission Provider and Transmission Owner in writing of the Control Area in which the Generating Facility will be located. If Interconnection Customer elects to locate the Generating Facility in a Control Area other than the Control Area in which the Generating Facility is physically located, and if permitted to do so by the relevant transmission tariffs, all necessary arrangements, including but not limited to those set forth in Article 7 and Article 8 of this GIA, and remote Control Area generator interchange agreements, if applicable, and the appropriate measures under such agreements, shall be executed and implemented prior to the placement of the Generating Facility in the other Control Area.
- 9.3 Transmission Provider and Transmission Owner Obligations.** Transmission Provider and Transmission Owner shall cause the Transmission System and Transmission Owner's Interconnection Facilities to be operated, maintained and controlled in a safe and reliable

manner and in accordance with this GIA. Transmission Provider or Transmission Owner may provide operating instructions to Interconnection Customer consistent with this GIA and Transmission Owner's operating protocols and procedures as they may change from time to time. Transmission Provider and Transmission Owner will consider changes to its operating protocols and procedures proposed by Interconnection Customer.

9.4 Interconnection Customer Obligations. Interconnection Customer shall at its own expense operate, maintain and control the Generating Facility and the Interconnection Customer's Interconnection Facilities in a safe and reliable manner and in accordance with this GIA. Interconnection Customer shall operate the Generating Facility and Interconnection Customer's Interconnection Facilities in accordance with all applicable requirements of the Control Area of which it is part, as such requirements are set forth in Appendix C, Interconnection Details, of this GIA. Appendix C, Interconnection Details, will be modified to reflect changes to the requirements as they may change from time to time. Any Party may request that another Party provide copies of the requirements set forth in Appendix C, Interconnection Details, of this GIA.

9.5 Start-Up and Synchronization. Consistent with the Parties' mutually acceptable procedures, the Interconnection Customer is responsible for the proper synchronization of the Generating Facility to the Transmission System.

9.6 Reactive Power and Primary Frequency Response.

9.6.1 Power Factor Design Criteria.

9.6.1.1 Synchronous Generation. Interconnection Customer shall design the Generating Facility to maintain a composite power delivery at continuous rated power output at the Point of Interconnection at a power factor within the range of 0.95 leading to 0.95 lagging, unless the Transmission Provider has established different requirements that apply to all synchronous generators in the Control Area on a comparable basis.

9.6.1.2 Non-Synchronous Generation. Interconnection Customer shall design the Generating Facility to maintain a composite power delivery at continuous rated power output at the high-side of the generator substation at a power factor within the range of 0.95 leading to 0.95 lagging, unless the Transmission Provider has established a different power factor range that applies to all non-synchronous generators in the Control Area on a comparable basis. This power factor range standard shall be dynamic and can be met using, for example, power electronics designed to supply this level of reactive capability (taking into account any limitations due to voltage level, real power output, etc.) or fixed and switched capacitors, or a combination of the two. This requirement shall only apply to newly interconnecting non-synchronous generators that had not executed an interconnection facilities study agreement as of September 21, 2016.

9.6.2 Voltage Schedules. Once Interconnection Customer has synchronized the Generating Facility with the Transmission System, Transmission Provider and/or Transmission Owner shall require Interconnection Customer to operate the

Generating Facility to produce or absorb reactive power within the design limitations of the Generating Facility set forth in Article 9.6.1 (Power Factor Design Criteria). Transmission Owner's voltage schedules shall treat all sources of reactive power in the Control Area in an equitable and not unduly discriminatory manner. Transmission Owner shall exercise Reasonable Efforts to provide Interconnection Customer with such schedules at least one (1) day in advance, and may make changes to such schedules as necessary to maintain the reliability of the Transmission System. Interconnection Customer shall operate the Generating Facility to maintain the specified output voltage or power factor at the Point of Interconnection within the design limitations of the Generating Facility set forth in Article 9.6.1 (Power Factor Design Criteria). If Interconnection Customer is unable to maintain the specified voltage or power factor, it shall promptly notify the Transmission Owner.

9.6.2.1 Voltage Regulators. Whenever the Generating Facility is operated in parallel with the Transmission System and voltage regulators are capable of operation, Interconnection Customer shall operate the Generating Facility with its voltage regulators in automatic operation. If the Generating Facility's speed governors and voltage regulators are not capable of such automatic operation, the Interconnection Customer shall immediately notify Transmission Owner's system operator, or its designated representative, and ensure that such Generating Facility's reactive power production or absorption (measured in Mvars) are within the design capability of the Generating Facility's generating unit(s) and steady state stability limits. Interconnection Customer shall not cause its Generating Facility to disconnect automatically or instantaneously from the Transmission System or trip any generating unit comprising the Generating Facility for an under or over frequency condition in accordance with Good Utility Practice and Applicable Reliability Standards.

9.6.3 Payment for Reactive Power. Transmission Provider is required to pay Interconnection Customer for reactive power that Interconnection Customer provides or absorbs from the Generating Facility when Transmission Owner requests Interconnection Customer to operate its Generating Facility outside the range specified in Article 9.6.1. Payments shall be pursuant to Article 11.8 or such other agreement to which the Parties have otherwise agreed; provided however, to the extent the Tariff contains a provision providing for such compensation, that Tariff provision shall control.

9.6.4 Primary Frequency Response. Interconnection Customer shall ensure the primary frequency response capability of its Generating Facility by installing, maintaining, and operating a functioning governor or equivalent controls. The term "functioning governor or equivalent controls" as used herein shall mean the required hardware and/or software that provides frequency responsive real power control with the ability to sense changes in system frequency and autonomously adjust the Generating Facility's real power output in accordance with the droop and deadband parameters and in the direction needed to correct frequency deviations.

Interconnection Customer is required to install a governor or equivalent controls with the capability of operating: (1) with a maximum 5 percent droop and ± 0.036 Hz deadband; or (2) in accordance with the relevant droop, deadband, and timely and sustained response settings from an approved NERC Reliability Standard providing for equivalent or more stringent parameters. The droop characteristic shall be: (1) based on the nameplate capacity of the Generating Facility, and shall be linear in the range of frequencies between 59 to 61 Hz that are outside of the deadband parameter; or (2) based on an approved NERC Reliability Standard providing for an equivalent or more stringent parameter. The deadband parameter shall be: the range of frequencies above and below nominal (60 Hz) in which the governor or equivalent controls is not expected to adjust the Generating Facility's real power output in response to frequency deviations. The deadband shall be implemented: (1) without a step to the droop curve, that is, once the frequency deviation exceeds the deadband parameter, the expected change in the Generating Facility's real power output in response to frequency deviations shall start from zero and then increase (for under-frequency deviations) or decrease (for over-frequency deviations) linearly in proportion to the magnitude of the frequency deviation; or (2) in accordance with an approved NERC Reliability Standard providing for an equivalent or more stringent parameter. Interconnection Customer shall notify Transmission Provider that the primary frequency response capability of the Generating Facility has been tested and confirmed during commissioning. Once Interconnection Customer has synchronized the Generating Facility with the Transmission System, Interconnection Customer shall operate the Generating Facility consistent with the provisions specified in Sections 9.6.4.1 and 9.6.4.2 of this Agreement. The primary frequency response requirements contained herein shall apply to both synchronous and non-synchronous Generating Facilities.

9.6.4.1 Governor or Equivalent Controls. Whenever the Generating Facility is operated in parallel with the Transmission System, Interconnection Customer shall operate the Generating Facility with its governor or equivalent controls in service and responsive to frequency. Interconnection Customer shall: (1) in coordination with Transmission Provider and/or the relevant balancing authority, set the deadband parameter to: (1) a maximum of ± 0.036 Hz and set the droop parameter to a maximum of 5 percent; or (2) implement the relevant droop and deadband settings from an approved NERC Reliability Standard that provides for equivalent or more stringent parameters. Interconnection Customer shall be required to provide the status and settings of the governor or equivalent controls to Transmission Provider and/or the relevant balancing authority upon request. If Interconnection Customer needs to operate the Generating Facility with its governor or equivalent controls not in service, Interconnection Customer shall immediately notify Transmission Provider and the relevant balancing authority, and provide both with the following information: (1) the operating status of the governor or equivalent controls (i.e., whether it is currently out of service or when it will be taken out of service); (2) the reasons for removing the governor or equivalent controls from service; and (3) a reasonable estimate of when the governor or equivalent controls will

be returned to service. Interconnection Customer shall make Reasonable Efforts to return its governor or equivalent controls into service as soon as practicable. Interconnection Customer shall make Reasonable Efforts to keep outages of the Generating Facility's governor or equivalent controls to a minimum whenever the Generating Facility is operated in parallel with the Transmission System.

9.6.4.2 Timely and Sustained Response. Interconnection Customer shall ensure that the Generating Facility's real power response to sustained frequency deviations outside of the deadband setting is automatically provided and shall begin immediately after frequency deviates outside of the deadband, and to the extent the Generating Facility has operating capability in the direction needed to correct the frequency deviation. Interconnection Customer shall not block or otherwise inhibit the ability of the governor or equivalent controls to respond and shall ensure that the response is not inhibited, except under certain operational constraints including, but not limited to, ambient temperature limitations, physical energy limitations, outages of mechanical equipment, or regulatory requirements. The Generating Facility shall sustain the real power response at least until system frequency returns to a value within the deadband setting of the governor or equivalent controls. A Commission-approved Reliability Standard with equivalent or more stringent requirements shall supersede the above requirements.

9.6.4.3 Exemptions. Generating Facilities that are regulated by the United States Nuclear Regulatory Commission shall be exempt from Sections 9.6.4, 9.6.4.1, and 9.6.4.2 of this Agreement. Generating Facilities that are behind the meter generation that is sized-to-load (i.e., the thermal load and the generation are near-balanced in real-time operation and the generation is primarily controlled to maintain the unique thermal, chemical, or mechanical output necessary for the operating requirements of its host facility) shall be required to install primary frequency response capability in accordance with the droop and deadband capability requirements specified in Section 9.6.4, but shall be otherwise exempt from the operating requirements in Sections 9.6.4, 9.6.4.1, 9.6.4.2, and 9.6.4.4 of this Agreement.

9.6.4.4 Electric Storage Resources. Interconnection Customer interconnecting an electric storage resource shall establish an operating range in Appendix C of its GIA that specifies a minimum state of charge and a maximum state of charge between which the electric storage resource will be required to provide primary frequency response consistent with the conditions set forth in Sections 9.6.4, 9.6.4.1, 9.6.4.2 and 9.6.4.3 of this Agreement. Appendix C shall specify whether the operating range is static or dynamic, and shall consider (1) the expected magnitude of frequency deviations in the interconnection; (2) the expected duration that system frequency will remain outside of the deadband parameter in the interconnection; (3) the

expected incidence of frequency deviations outside of the deadband parameter in the interconnection; (4) the physical capabilities of the electric storage resource; (5) operational limitations of the electric storage resource due to manufacturer specifications; and (6) any other relevant factors agreed to by Transmission Provider and Interconnection Customer, and in consultation with the relevant transmission owner or balancing authority as appropriate. If the operating range is dynamic, then Appendix C must establish how frequently the operating range will be reevaluated and the factors that may be considered during its reevaluation.

Interconnection Customer's electric storage resource is required to provide timely and sustained primary frequency response consistent with Section 9.6.4.2 of this Agreement when it is online and dispatched to inject electricity to the Transmission System and/or receive electricity from the Transmission System. This excludes circumstances when the electric storage resource is not dispatched to inject electricity to the Transmission System and/or dispatched to receive electricity from the Transmission System. If Interconnection Customer's electric storage resource is charging at the time of a frequency deviation outside of its deadband parameter, it is to increase (for over-frequency deviations) or decrease (for under-frequency deviations) the rate at which it is charging in accordance with its droop parameter. Interconnection Customer's electric storage resource is not required to change from charging to discharging, or vice versa, unless the response necessitated by the droop and deadband settings requires it to do so and it is technically capable of making such a transition.

9.7 Outages and Interruptions.

9.7.1 Outages.

9.7.1.1 Outage Authority and Coordination. Each Party may in accordance with Good Utility Practice in coordination with the other Party remove from service any of its respective Interconnection Facilities or Network Upgrades that may impact the other Party's facilities as necessary to perform maintenance or testing or to install or replace equipment. Absent an Emergency Condition, the Party scheduling a removal of such facility(ies) from service will use Reasonable Efforts to schedule such removal on a date and time mutually acceptable to all Parties. In all circumstances, any Party planning to remove such facility(ies) from service shall use Reasonable Efforts to minimize the effect on the other Parties of such removal.

9.7.1.2 Outage Schedules. Transmission Provider shall post scheduled outages of its transmission facilities on the OASIS. Interconnection Customer shall submit its planned maintenance schedules for the Generating Facility to Transmission Provider for a minimum of a rolling twenty-four month period. Interconnection Customer shall update its planned maintenance schedules as necessary. Transmission Provider may request Interconnection Customer to reschedule its maintenance as necessary to

maintain the reliability of the Transmission System; provided, however, adequacy of generation supply shall not be a criterion in determining Transmission System reliability. Transmission Provider shall compensate Interconnection Customer for any additional direct costs that Interconnection Customer incurs as a result of having to reschedule maintenance, including any additional overtime, breaking of maintenance contracts or other costs above and beyond the cost Interconnection Customer would have incurred absent Transmission Provider's request to reschedule maintenance. Interconnection Customer will not be eligible to receive compensation, if during the twelve (12) months prior to the date of the scheduled maintenance, Interconnection Customer had modified its schedule of maintenance activities.

9.7.1.3 Outage Restoration. If an outage on a Party's Interconnection Facilities or Network Upgrades adversely affects another Party's operations or facilities, the Party that owns or controls the facility that is out of service shall use Reasonable Efforts to promptly restore such facility(ies) to a normal operating condition consistent with the nature of the outage. The Party that owns or controls the facility that is out of service shall provide the other Parties, to the extent such information is known, information on the nature of the Emergency Condition, an estimated time of restoration, and any corrective actions required. Initial verbal notice shall be followed up as soon as practicable with written notice explaining the nature of the outage.

9.7.2 Interruption of Service. If required by Good Utility Practice to do so, Transmission Provider and/or Transmission Owner may require Interconnection Customer to interrupt or reduce deliveries of electricity if such delivery of electricity could adversely affect Transmission Provider's and/or Transmission Owner's ability to perform such activities as are necessary to safely and reliably operate and maintain the Transmission System. The following provisions shall apply to any interruption or reduction permitted under this Article 9.7.2:

9.7.2.1 The interruption or reduction shall continue only for so long as reasonably necessary under Good Utility Practice;

9.7.2.2 Any such interruption or reduction shall be made on an equitable, non-discriminatory basis with respect to all generating facilities directly connected to the Transmission System;

9.7.2.3 When the interruption or reduction must be made under circumstances which do not allow for advance notice, Transmission Provider or Transmission Owner shall notify Interconnection Customer by telephone as soon as practicable of the reasons for the curtailment, interruption, or reduction, and, if known, its expected duration. Telephone notification shall be followed by written notification as soon as practicable;

9.7.2.4 Except during the existence of an Emergency Condition, when the interruption or reduction can be scheduled without advance notice,

Transmission Provider or Transmission Owner shall notify Interconnection Customer in advance regarding the timing of such scheduling and further notify Interconnection Customer of the expected duration. Transmission Provider or Transmission Owner shall coordinate with Interconnection Customer using Good Utility Practice to schedule the interruption or reduction during periods of least impact to Interconnection Customer and Transmission Owner;

9.7.2.5 The Parties shall cooperate and coordinate with each other to the extent necessary in order to restore the Generating Facility, Interconnection Facilities, and the Transmission System to their normal operating state, consistent with system conditions and Good Utility Practice.

9.7.3 Under-Frequency and Over Frequency Conditions. The Transmission System is designed to automatically activate a load-shed program as required by the Applicable Reliability Council in the event of an under-frequency system disturbance. Interconnection Customer shall implement under-frequency and over-frequency relay set points for the Generating Facility as required by the Applicable Reliability Council to ensure "ride through" capability of the Transmission System. Generating Facility response to frequency deviations of pre-determined magnitudes, both under-frequency and over-frequency deviations, shall be studied and coordinated with Transmission Provider in accordance with Good Utility Practice. The term "ride through" as used herein shall mean the ability of a generating facility to stay connected to and synchronized with the Transmission System during system disturbances within a range of under-frequency and over-frequency conditions, in accordance with Good Utility Practice.

9.7.3.1 Frequency Ride Through and Voltage Ride Through for a Generating Facility no larger than 20 MW. For Generating Facilities no larger than 20 MW, the Interconnection Customer shall ensure "frequency ride through" capability and "voltage ride through" capability of its Generating Facility. The Interconnection Customer shall enable these capabilities such that its Generating Facility shall not disconnect automatically or instantaneously from the system or equipment of the Transmission Provider and any Affected Systems for a defined under-frequency or over-frequency condition, or an under-voltage or over-voltage condition, as tested pursuant to Article 6.1 of this agreement. The defined conditions shall be in accordance with Good Utility Practice and consistent with any standards and guidelines that are applied to other generating facilities in the Balancing Authority Area on a comparable basis. The Generating Facility's protective equipment settings shall comply with the Transmission Provider's automatic load-shed program. The Transmission Provider shall review the protective equipment settings to confirm compliance with the automatic load-shed program. The term "ride through" as used herein shall mean the ability of a Generating Facility to stay connected to and synchronized with the system or equipment of the Transmission Provider and any Affected Systems during system disturbances within a range of conditions, in

accordance with Good Utility Practice and consistent with any standards and guidelines that are applied to other generating facilities in the Balancing Authority on a comparable basis. The term “frequency ride through” as used herein shall mean the ability of a Generating Facility to stay connected to and synchronized with the system or equipment of the Transmission Provider and any Affected Systems during system disturbances within a range of under-frequency and over-frequency conditions, in accordance with Good Utility Practice and consistent with any standards and guidelines that are applied to other generating facilities in the Balancing Authority Area on a comparable basis. The term “voltage ride through” as used herein shall mean the ability of a Generating Facility to stay connected to and synchronized with the system or equipment of the Transmission Provider and any Affected Systems during system disturbances within a range of under-voltage and over-voltage conditions, in accordance with Good Utility Practice and consistent with any standards and guidelines that are applied to other generating facilities in the Balancing Authority Area on a comparable basis.

9.7.4 System Protection and Other Control Requirements.

9.7.4.1 System Protection Facilities. Interconnection Customer shall, at its expense, install, operate and maintain System Protection Facilities as a part of the Generating Facility or Interconnection Customer's Interconnection Facilities. Transmission Owner shall install at Interconnection Customer's expense any System Protection Facilities that may be required on Transmission Owner's Interconnection Facilities or the Transmission System as a result of the interconnection of the Generating Facility and the Interconnection Customer's Interconnection Facilities.

9.7.4.2 Each Party's protection facilities shall be designed and coordinated with other systems in accordance with Good Utility Practice.

9.7.4.3 Each Party shall be responsible for protection of its facilities consistent with Good Utility Practice.

9.7.4.4 Each Party's protective relay design shall incorporate the necessary test switches to perform the tests required in Article 6. The required test switches will be placed such that they allow operation of lockout relays while preventing breaker failure schemes from operating and causing unnecessary breaker operations and/or the tripping of Interconnection Customer's units.

9.7.4.5 Each Party will test, operate and maintain System Protection Facilities in accordance with Good Utility Practice.

9.7.4.6 Prior to the In-Service Date, and again prior to the Commercial Operation Date, each Party or its agent shall perform a complete calibration test and functional trip test of the System Protection Facilities. At intervals

suggested by Good Utility Practice and following any apparent malfunction of the System Protection Facilities, each Party shall perform both calibration and functional trip tests of its System Protection Facilities. These tests do not require the tripping of any in-service generation unit. These tests do, however, require that all protective relays and lockout contacts be activated.

9.7.5 Requirements for Protection. In compliance with Good Utility Practice, Interconnection Customer shall provide, install, own, and maintain relays, circuit breakers and all other devices necessary to remove any fault contribution of the Generating Facility to any short circuit occurring on the Transmission System not otherwise isolated by Transmission Owner's equipment, such that the removal of the fault contribution shall be coordinated with the protective requirements of the Transmission System. Such protective equipment shall include, without limitation, a disconnecting device or switch with load-interrupting capability located between the Generating Facility and the Transmission System at a site selected upon mutual agreement (not to be unreasonably withheld, conditioned or delayed) of the Parties. Interconnection Customer shall be responsible for protection of the Generating Facility and Interconnection Customer's other equipment from such conditions as negative sequence currents, over- or under-frequency, sudden load rejection, over- or under-voltage, and generator loss-of-field. Interconnection Customer shall be solely responsible to disconnect the Generating Facility and Interconnection Customer's other equipment if conditions on the Transmission System could adversely affect the Generating Facility.

9.7.6 Power Quality. No Party's facilities shall cause excessive voltage flicker nor introduce excessive distortion to the sinusoidal voltage or current waves as defined by ANSI Standard C84.1-1989, in accordance with IEEE Standard 519, or any applicable superseding electric industry standard. In the event of a conflict between ANSI Standard C84.1-1989, or any applicable superseding electric industry standard, ANSI Standard C84.1-1989, or the applicable superseding electric industry standard, shall control.

9.8 Switching and Tagging Rules. Each Party shall provide the other Parties a copy of its switching and tagging rules that are applicable to the other Party's activities. Such switching and tagging rules shall be developed on a non-discriminatory basis. The Parties shall comply with applicable switching and tagging rules, as amended from time to time, in obtaining clearances for work or for switching operations on equipment.

9.9 Use of Interconnection Facilities by Third Parties.

9.9.1 Purpose of Interconnection Facilities. Except as may be required by Applicable Laws and Regulations, or as otherwise agreed to among the Parties, the Interconnection Facilities shall be constructed for the sole purpose of interconnecting the Generating Facility to the Transmission System and shall be used for no other purpose.

9.9.2 Third Party Users. If required by Applicable Laws and Regulations or if the Parties mutually agree, such agreement not to be unreasonably withheld, to allow one or more third parties to use Transmission Owner's Interconnection Facilities, or any part thereof, Interconnection Customer will be entitled to compensation for the capital expenses it incurred in connection with the Interconnection Facilities based upon the pro rata use of the Interconnection Facilities by Transmission Owner, all third party users, and Interconnection Customer, in accordance with Applicable Laws and Regulations or upon some other mutually-agreed upon methodology. In addition, cost responsibility for ongoing costs, including operation and maintenance costs associated with the Interconnection Facilities, will be allocated between Interconnection Customer and any third party users based upon the pro rata use of the Interconnection Facilities by Transmission Owner, all third party users, and Interconnection Customer, in accordance with Applicable Laws and Regulations or upon some other mutually agreed upon methodology. If the issue of such compensation or allocation cannot be resolved through such negotiations, it shall be submitted to FERC for resolution.

9.10 Disturbance Analysis Data Exchange. The Parties will cooperate with one another in the analysis of disturbances to either the Generating Facility or the Transmission System by gathering and providing access to any information relating to any disturbance, including information from oscillography, protective relay targets, breaker operations and sequence of events records, and any disturbance information required by Good Utility Practice.

ARTICLE 10. MAINTENANCE

10.1 Transmission Owner Obligations. Transmission Owner shall maintain the Transmission System and Transmission Owner's Interconnection Facilities in a safe and reliable manner and in accordance with this GIA.

10.2 Interconnection Customer Obligations. Interconnection Customer shall maintain the Generating Facility and Interconnection Customer's Interconnection Facilities in a safe and reliable manner and in accordance with this GIA.

10.3 Coordination. The Parties shall confer regularly to coordinate the planning, scheduling and performance of preventive and corrective maintenance on the Generating Facility and the Interconnection Facilities.

10.4 Secondary Systems. Each Party shall cooperate with the others in the inspection, maintenance, and testing of control or power circuits that operate below 600 volts, AC or DC, including, but not limited to, any hardware, control or protective devices, cables, conductors, electric raceways, secondary equipment panels, transducers, batteries, chargers, and voltage and current transformers that directly affect the operation of a Party's facilities and equipment which may reasonably be expected to impact another Party. Each Party shall provide advance notice to the other Parties before undertaking any work on such circuits, especially on electrical circuits involving circuit breaker trip and close contacts, current transformers, or potential transformers.

10.5 Operating and Maintenance Expenses. Subject to the provisions herein addressing the use of facilities by others, and except for operations and maintenance expenses associated

with modifications made for providing interconnection or transmission service to a third party and such third party pays for such expenses, Interconnection Customer shall be responsible for all reasonable expenses including overheads, associated with: (1) owning, operating, maintaining, repairing, and replacing Interconnection Customer's Interconnection Facilities; and (2) operation, maintenance, repair and replacement of Transmission Owner's Interconnection Facilities.

ARTICLE 11. PERFORMANCE OBLIGATION

- 11.1 Interconnection Customer Interconnection Facilities.** Interconnection Customer shall design, procure, construct, install, own and/or control Interconnection Customer's Interconnection Facilities described in Appendix A, Interconnection Facilities, Network Upgrades and Distribution Upgrades, at its sole expense.
- 11.2 Generating Facility.** Interconnection Customer shall install the Generating Facilities described in Appendix C within three (3) years of the Commercial Operation Date(s) specified in Appendix B.
- 11.3 Transmission Owner's Interconnection Facilities.** Transmission Owner shall design, procure, construct, install, own and/or control the Transmission Owner's Interconnection Facilities described in Appendix A, Interconnection Facilities, Network Upgrades and Distribution Upgrades, at the sole expense of the Interconnection Customer.
- 11.4 Network Upgrades and Distribution Upgrades.** All Network Upgrades and Distribution Upgrades described in Appendix A shall be constructed in accordance with the process set forth in Section VI of Attachment O. Transmission Owner shall design, procure, construct, install, and own the Network Upgrades and Distribution Upgrades described in Appendix A, Interconnection Facilities, Network Upgrades and Distribution Upgrades that are associated with that Transmission Owner's system. The Distribution Upgrades and Network Upgrades described in Appendix A shall be solely funded by Interconnection Customer unless Transmission Owner elects to fund the capital for the Distribution Upgrades or Network Upgrades.
- 11.4.1 Agreement to Fund Shared Network Upgrades.** Interconnection Customer agrees to fund Shared Network Upgrades, as determined by Transmission Provider. Where applicable, payments to fund Shared Network Upgrade(s) that are made to Transmission Provider by Interconnection Customer will be disbursed by Transmission Provider to the appropriate entities that are constructing the Shared Network Upgrades in accordance with Attachment O of the Tariff. In the event that Interconnection Customer fails to meet its obligation to fund Shared Network Upgrades, Transmission Owner and Transmission Provider shall not be responsible for the Interconnection Customer's funding obligation.
- 11.4.2 Contingencies Affecting Network Upgrades, System Protection Facilities and Distribution Upgrades.** Network Upgrades, System Protection Facilities and Distribution Upgrades that are required to accommodate the Generating Facility may be modified because (a) a higher

queued Interconnection Request withdrew or was deemed to have withdrawn, (b) the GIA associated with a higher queued Interconnection Request was terminated, or (c) changes occur in equipment design standards or reliability criteria giving rise to the need for restudy. The higher queued Interconnection Requests that could impact the Network Upgrades, System Protection Facilities and Distribution Upgrades required to accommodate the Generating Facility, and possible modifications that may result from the above listed events affecting the higher queued Interconnection Requests, to the extent such modifications are reasonably known and can be determined, and estimates of the costs associated with such required Network Upgrades, System Protection Facilities and Distribution Upgrades, shall be provided in Appendix A.

11.4.3 Agreement to Restudy. The Interconnection Customer agrees to allow the Transmission Provider to perform a restudy in accordance with Sections 8.8 and 8.13 of the GIP if the Transmission Provider determines a restudy is required because one or more of the contingencies in Article 11.4.2 occurred. If a restudy is required, the Transmission Provider shall provide notice to Interconnection Customer. The Parties agree to amend Appendix A to this GIA in accordance with Article 30.10 to reflect the results of the restudy.

11.5 Transmission Credits.

11.5.1 Credits for Amounts Advanced for Network Upgrades. Interconnection Customer shall be entitled to compensation in accordance with Attachment Z2 of the Tariff for any Network Upgrades including any tax gross-up or other tax-related payments associated with Network Upgrades, and not refunded to Interconnection Customer pursuant to Article 5.17.8.

11.5.2 Special Provisions for Affected Systems. Unless Transmission Provider provides, under the GIA, for the repayment of amounts advanced to Affected System Operator for Network Upgrades, Interconnection Customer and Affected System Operator shall enter into an agreement that provides for such repayment. The agreement shall specify the terms governing payments to be made by Interconnection Customer to the Affected System Operator as well as the repayment by the Affected System Operator.

11.5.3 Notwithstanding any other provision of this GIA, nothing herein shall be construed as relinquishing or foreclosing any rights, including but not limited to firm transmission rights, capacity rights, transmission congestion rights, or transmission credits, that Interconnection Customer, shall be entitled to, now or in the future under any other agreement or tariff as a result of, or otherwise associated with, the transmission capacity, if any, created by the Network Upgrades, including the right to obtain transmission credits for transmission service that is not associated with the Generating Facility.

11.6 Initial Payment.

Interconnection Customer shall make an initial payment (“Initial Payment”) equal to the greater of a) twenty (20) percent of the total cost of Network Upgrades, Shared Network Upgrades, Transmission Owner Interconnection Facilities and/or Distribution Upgrades listed in Appendix A or b) \$4,000/MW of the size of the Generating Facility. Any financial security provided in Section 8.2, Section 8.5.1 and Section 8.5.2 of the GIP will be applied to this requirement. The Initial Payment shall be provided to Transmission Owner or Transmission Provider as required in Appendix B by Interconnection Customer pursuant to this Article 11.6 within the later of a) thirty (30) days of the execution of the GIA by all Parties, or b) thirty (30) days of acceptance by FERC if the GIA is filed unexecuted and the payment is being protested by Interconnection Customer, or c) thirty (30) days of the filing if the GIA is filed unexecuted and the Initial Payment is not being protested by Interconnection Customer. If this GIA is terminated, then the Initial Payment shall be refunded with accrued interest calculated from the date of the receipt of the Initial Payment to the date of the refund, if any, to the Interconnection Customer less:

- a. any costs that have been incurred for the construction of the facilities specified in Appendix A;
- b. any funds necessary for the construction of those Shared Network Upgrades, or Network Upgrades, that would be assigned to another interconnection customer where such upgrade costs would not have been assigned but for the termination of the GIA; and
- c. any costs that have been incurred for the construction of those Shared Network Upgrades, or Network Upgrades, that are no longer required due to the termination of the GIA that were paid for by another interconnection customer.

11.7 Provision of Security. At least thirty (30) Calendar Days prior to the commencement of the procurement, installation, or construction of a discrete portion of Interconnection Facilities, Network Upgrades, or Distribution Upgrades as defined in Appendix A of this GIA, Interconnection Customer shall provide Transmission Provider, at Interconnection Customer's option, a guarantee, a surety bond, letter of credit or other form of security that is reasonably acceptable to Transmission Provider and is consistent with the Uniform Commercial Code of the jurisdiction identified in Article 14.2.1. Such security for payment shall be in an amount sufficient to cover the costs for constructing, procuring and installing the applicable portion of Interconnection Facilities, Network Upgrades, or Distribution Upgrades as defined in Appendix A of this GIA and shall be reduced on a dollar-for-dollar basis for payments made to Transmission Provider or Transmission Owner for these purposes. If Interconnection Customer requests suspension pursuant to Article 5.16, Interconnection Customer may be required to provide Transmission Provider security in the form described above for its allocated share of Network Upgrade(s) costs as calculated pursuant to Section 4.2.5 of the GIP and defined in Appendix A of this GIA.

In addition:

11.7.1 The guarantee must be made by an entity that meets the creditworthiness requirements of Transmission Provider, and contain terms and conditions that guarantee payment of any amount that may be due from Interconnection Customer, up to an agreed-to maximum amount.

11.7.2 The letter of credit must be issued by a financial institution reasonably acceptable to Transmission Provider and must specify a reasonable expiration date.

11.7.3 The surety bond must be issued by an insurer reasonably acceptable to Transmission Provider and must specify a reasonable expiration date.

11.8 Interconnection Customer Compensation. If Transmission Provider or Transmission Owner requests or directs Interconnection Customer to provide a service pursuant to Articles 9.6.3 (Payment for Reactive Power), or 13.5.1 of this GIA, Transmission Provider shall compensate Interconnection Customer in accordance with Interconnection Customer's applicable rate schedule then in effect unless the provision of such service(s) is subject to the Tariff. Interconnection Customer shall serve Transmission Provider with any filing of a proposed rate schedule at the time of such filing with FERC. To the extent that no rate schedule is in effect at the time the Interconnection Customer is required to provide or absorb any Reactive Power under this GIA, Transmission Provider agrees to compensate Interconnection Customer in such amount as would have been due Interconnection Customer had the rate schedule been in effect at the time service commenced; provided, however, that such rate schedule must be filed at FERC or other appropriate Governmental Authority within sixty (60) Calendar Days of the commencement of service.

11.8.1 Interconnection Customer Compensation for Actions During Emergency Condition. Transmission Provider shall compensate Interconnection Customer for its provision of real and reactive power and other Emergency Condition services that Interconnection Customer provides to support the Transmission System during an Emergency Condition in accordance with Article 11.8.

ARTICLE 12. INVOICE

The terms of this Article 12 apply to billing between the Parties for construction and operation and maintenance charges. All other billing will be handled according to the Tariff.

12.1 General. Each Party shall submit to the other Party, on a monthly basis, invoices of amounts due for the preceding month. Each invoice shall state the month to which the invoice applies and fully describe the services and equipment provided. The Parties may discharge mutual debts and payment obligations due and owing to each other on the same date through netting, in which case all amounts a Party owes to the other Party under this GIA, including interest payments or credits, shall be netted so that only the net amount remaining due shall be paid by the owing Party.

12.2 Final Invoice. Within six months after completion of the construction of Interconnection Facilities and the Network Upgrades, the Interconnection Customer shall receive an invoice of the final cost due under this GIA, including any applicable cost due to termination, which shall set forth such costs in sufficient detail to enable Interconnection

Customer to compare the actual costs with the estimates and to ascertain deviations, if any, from the cost estimates. Interconnection Customer shall receive a refund of any amount by which the actual payment by Interconnection Customer for estimated costs exceeds the actual costs of construction within thirty (30) Calendar Days of the issuance of such final construction invoice.

- 12.3 Payment.** Invoices shall be rendered to the paying Party at the address specified in Appendix F. The Party receiving the invoice shall pay the invoice within thirty (30) Calendar Days of receipt. All payments shall be made in immediately available funds payable to the other Party, or by wire transfer to a bank named and account designated by the invoicing Party. Payment of invoices by either Party will not constitute a waiver of any rights or claims either Party may have under this GIA.
- 12.4 Disputes.** In the event of a billing dispute between the Parties, Transmission Owner, and Transmission Provider shall continue to provide Interconnection Service under this GIA as long as Interconnection Customer: (i) continues to make all payments not in dispute; and (ii) pays to Transmission Owner or into an independent escrow account the portion of the invoice in dispute, pending resolution of such dispute. If Interconnection Customer fails to meet these two requirements for continuation of service, then Transmission Owner may provide notice to Interconnection Customer of a Default pursuant to Article 17. Within thirty (30) Calendar Days after the resolution of the dispute, the Party that owes money to the other Party shall pay the amount due with interest calculated in accord with the methodology set forth in FERC's regulations at 18 C.F.R. § 35.19a(a)(2)(iii).

ARTICLE 13. EMERGENCIES

- 13.1 Definition.** "Emergency Condition" shall mean a condition or situation: (1) that in the judgment of the Party making the claim is imminently likely to endanger life or property; or (2) that, in the case of a Transmission Provider, is imminently likely (as determined in a non-discriminatory manner) to cause a material adverse effect on the security of, or damage to the Transmission System, or the electric systems of others to which the Transmission Provider's Transmission System is directly connected; or (3) that, in the case of Transmission Owner, is imminently likely (as determined in a non-discriminatory manner) to cause a material adverse effect on the security of, or damage to, Transmission Owner's Interconnection Facilities; or (4) that, in the case of Interconnection Customer, is imminently likely (as determined in a non-discriminatory manner) to cause a material adverse effect on the security of, or damage to, the Generating Facility or Interconnection Customer's Interconnection Facilities. System restoration and black start shall be considered Emergency Conditions; provided that Interconnection Customer is not obligated by the Generator Interconnection Agreement to possess black start capability.
- 13.2 Obligations.** Each Party shall comply with the Emergency Condition procedures of NERC, the Applicable Reliability Council, Transmission Provider, Applicable Laws and Regulations, and any emergency procedures agreed to by the Joint Operating Committee.
- 13.3 Notice.** Transmission Provider or Transmission Owner shall notify Interconnection Customer promptly when it becomes aware of an Emergency Condition that affects Transmission Owner's Interconnection Facilities or the Transmission System that may

reasonably be expected to affect Interconnection Customer's operation of the Generating Facility or Interconnection Customer's Interconnection Facilities. Interconnection Customer shall notify Transmission Provider and Transmission Owner promptly when it becomes aware of an Emergency Condition that affects the Generating Facility or Interconnection Customer's Interconnection Facilities that may reasonably be expected to affect the Transmission System or Transmission Owner's Interconnection Facilities. To the extent information is known, the notification shall describe the Emergency Condition, the extent of the damage or deficiency, the expected effect on the operation of Interconnection Customer's or Transmission Owner's facilities and operations, its anticipated duration and the corrective action taken and/or to be taken. The initial notice shall be followed as soon as practicable with written notice.

- 13.4 Immediate Action.** Unless, in Interconnection Customer's reasonable judgment, immediate action is required, Interconnection Customer shall obtain the consent of Transmission Owner, such consent to not be unreasonably withheld, prior to performing any manual switching operations at the Generating Facility or Interconnection Customer's Interconnection Facilities in response to an Emergency Condition either declared by Transmission Provider or Transmission Owner or otherwise regarding the Transmission System.

13.5 Transmission Provider and Transmission Owner Authority.

- 13.5.1 General.** Transmission Provider and/or Transmission Owner may take whatever actions or inactions with regard to the Transmission System or Transmission Owner's Interconnection Facilities it deems necessary during an Emergency Condition in order to (i) preserve public health and safety, (ii) preserve the reliability of the Transmission System or Transmission Owner's Interconnection Facilities, (iii) limit or prevent damage, and (iv) expedite restoration of service.

Transmission Provider and Transmission Owner shall use Reasonable Efforts to minimize the effect of such actions or inactions on the Generating Facility or Interconnection Customer's Interconnection Facilities. Transmission Provider and/or Transmission Owner may, on the basis of technical considerations, require the Generating Facility to mitigate an Emergency Condition by taking actions necessary and limited in scope to remedy the Emergency Condition, including, but not limited to, directing Interconnection Customer to shut-down, start-up, increase or decrease the real or reactive power output of the Generating Facility; implementing a reduction or disconnection pursuant to Article 13.5.2; directing Interconnection Customer to assist with blackstart (if available) or restoration efforts; or altering the outage schedules of the Generating Facility and Interconnection Customer's Interconnection Facilities. Interconnection Customer shall comply with all of Transmission Provider's and Transmission Owner's operating instructions concerning Generating Facility real power and reactive power output within the manufacturer's design limitations of the Generating Facility's equipment that is in service and physically available for operation at the time, in compliance with Applicable Laws and Regulations.

13.5.2 Reduction and Disconnection. Transmission Provider and/or Transmission Owner may reduce Interconnection Service or disconnect the Generating Facility or Interconnection Customer's Interconnection Facilities, when such reduction or disconnection is necessary under Good Utility Practice due to Emergency Conditions. These rights are separate and distinct from any right of curtailment of Transmission Provider pursuant to Transmission Provider's Tariff. When Transmission Provider and/or Transmission Owner can schedule the reduction or disconnection in advance, Transmission Provider and/or Transmission Owner shall notify Interconnection Customer of the reasons, timing and expected duration of the reduction or disconnection. Transmission Provider and/or Transmission Owner shall coordinate with Interconnection Customer using Good Utility Practice to schedule the reduction or disconnection during periods of least impact to Interconnection Customer, Transmission Provider and/or Transmission Owner. Any reduction or disconnection shall continue only for so long as reasonably necessary under Good Utility Practice. The Parties shall cooperate with each other to restore the Generating Facility, the Interconnection Facilities, and the Transmission System to their normal operating state as soon as practicable consistent with Good Utility Practice.

13.6 Interconnection Customer Authority. Consistent with Good Utility Practice and the GIA and the GIP, Interconnection Customer may take actions or inactions with regard to the Generating Facility or Interconnection Customer's Interconnection Facilities during an Emergency Condition in order to (i) preserve public health and safety, (ii) preserve the reliability of the Generating Facility or Interconnection Customer's Interconnection Facilities, (iii) limit or prevent damage, and (iv) expedite restoration of service. Interconnection Customer shall use Reasonable Efforts to minimize the effect of such actions or inactions on the Transmission System and Transmission Owner's Interconnection Facilities. Transmission Provider and/or Transmission Owner shall use Reasonable Efforts to assist Interconnection Customer in such actions.

13.7 Limited Liability. Except as otherwise provided in Article 11.8.1 of this GIA, no Party shall be liable to the other Parties for any action it takes in responding to an Emergency Condition so long as such action is made in good faith and is consistent with Good Utility Practice.

ARTICLE 14. REGULATORY REQUIREMENTS AND GOVERNING LAW

14.1 Regulatory Requirements. Each Party's obligations under this GIA shall be subject to its receipt of any required approval or certificate from one or more Governmental Authorities in the form and substance satisfactory to the applying Party, or the Party making any required filings with, or providing notice to, such Governmental Authorities, and the expiration of any time period associated therewith. Each Party shall in good faith seek and use its Reasonable Efforts to obtain such other approvals. Nothing in this GIA shall require Interconnection Customer to take any action that could result in its inability to obtain, or its loss of, status or exemption under the Federal Power Act the Public Utility Holding Company Act of 2005, or the Public Utility Regulatory Policies Act of 1978 as amended by the 2005 Energy Policy Act.

14.2 Governing Law.

14.2.1 The validity, interpretation and performance of this GIA and each of its provisions shall be governed by the laws of the state where the Point of Interconnection is located, without regard to its conflicts of law principles.

14.2.2 This GIA is subject to all Applicable Laws and Regulations.

14.2.3 Each Party expressly reserves the right to seek changes in, appeal, or otherwise contest any laws, orders, rules, or regulations of a Governmental Authority.

ARTICLE 15. NOTICES.

15.1 General. Unless otherwise provided in this GIA, any notice, demand or request required or permitted to be given by any Party to another and any instrument required or permitted to be tendered or delivered by any Party in writing to another shall be effective when delivered and may be so given, tendered or delivered, by recognized national courier, or by depositing the same with the United States Postal Service with postage prepaid, for delivery by certified or registered mail, addressed to the Party, or personally delivered to the Party, at the address set out in Appendix F, Addresses for Delivery of Notices and Billings.

Any Party may change the notice information in this GIA by giving five (5) Business Days written notice prior to the effective date of the change.

15.2 Billings and Payments. Billings and payments shall be sent to the addresses set out in Appendix F.

15.3 Alternative Forms of Notice. Any notice or request required or permitted to be given by any Party to another and not required by this Agreement to be given in writing may be so given by telephone, facsimile or email to the telephone numbers and email addresses set out in Appendix F.

15.4 Operations and Maintenance Notice. Each Party shall notify the other Parties in writing of the identity of the person(s) that it designates as the point(s) of contact with respect to the implementation of Articles 9 and 10.

ARTICLE 16. FORCE MAJEURE

16.1 Force Majeure.

16.1.1 Economic hardship is not considered a Force Majeure event.

16.1.2 No Party shall be considered to be in Default with respect to any obligation hereunder, (including obligations under Article 4), other than the obligation to pay money when due, if prevented from fulfilling such obligation by Force Majeure. A Party unable to fulfill any obligation hereunder (other than an obligation to pay money when due) by reason of Force Majeure shall give notice and the full

particulars of such Force Majeure to the other Parties in writing or by telephone as soon as reasonably possible after the occurrence of the cause relied upon. Telephone notices given pursuant to this article shall be confirmed in writing as soon as reasonably possible and shall specifically state full particulars of the Force Majeure, the time and date when the Force Majeure occurred and when the Force Majeure is reasonably expected to cease. The Party affected shall exercise due diligence to remove such disability with reasonable dispatch, but shall not be required to accede or agree to any provision not satisfactory to it in order to settle and terminate a strike or other labor disturbance.

ARTICLE 17. DEFAULT

17.1 Default.

17.1.1 General. No Default shall exist where such failure to discharge an obligation (other than the payment of money) is the result of Force Majeure as defined in this GIA or the result of an act or omission of another Party. Upon a Breach, the non-breaching Party shall give written notice of such Breach to the breaching Party. Except as provided in Article 17.1.2, the breaching Party shall have thirty (30) Calendar Days from receipt of the Default notice within which to cure such Breach; provided however, if such Breach is not capable of cure within thirty (30) Calendar Days, the breaching Party shall commence such cure within thirty (30) Calendar Days after notice and continuously and diligently complete such cure within ninety (90) Calendar Days from receipt of the Default notice; and, if cured within such time, the Breach specified in such notice shall cease to exist.

17.1.2 Right to Terminate. If a Breach is not cured as provided in this article, or if a Breach is not capable of being cured within the period provided for herein, the non-breaching Party shall have the right to declare a Default and terminate this GIA by written notice at any time until cure occurs, and be relieved of any further obligation hereunder and, whether or not that Party terminates this GIA, to recover from the breaching Party all amounts due hereunder, plus all other damages and remedies to which it is entitled at law or in equity. The provisions of this article will survive termination of this GIA.

ARTICLE 18. INDEMNITY, CONSEQUENTIAL DAMAGES AND INSURANCE

18.1 Indemnity. Each Party shall indemnify and hold harmless the other Parties, the Transmission Owner's indemnification being limited to the extent allowed by law, not waiving any sovereign immunity, and subject to the terms of Missouri's Sovereign Immunity as set forth in Section 537.610.2 and 537.610.5 of the Missouri Revised Statutes, and the other Parties' officers, shareholders, stakeholders, members, managers, representatives, directors, agents and employees, and Affiliates, from and against any and all loss, liability, damage, cost or expense to third parties, including damage and liability for bodily injury to or death of persons, or damage to property or persons (including reasonable attorneys' fees and expenses, litigation costs, consultant fees, investigation fees, sums paid in settlements of claims, penalties or fines imposed under Applicable Laws and Regulations, and any such fees and expenses incurred in enforcing this indemnity or

collecting any sums due hereunder) (collectively, “Loss”) to the extent arising out of, in connection with, or resulting from (i) the indemnifying Party’s breach of any of the representations or warranties made in, or failure of the indemnifying Party or any of its subcontractors to perform any of its obligations under, this GIA, or (ii) the negligence or willful misconduct of the indemnifying Party or its contractors; provided, however, that no Party shall have any indemnification obligations under this Section 18.1 in respect of any Loss to the extent the Loss results from the negligence or willful misconduct of the Party seeking indemnity.

18.1.1 Indemnified Person. If an indemnified person is entitled to indemnification under this Article 18 as a result of a claim by a third party, and the indemnifying Party fails, after notice and reasonable opportunity to proceed under Article 18.1, to assume the defense of such claim, such indemnified person may at the expense of the indemnifying Party contest, settle or consent to the entry of any judgment with respect to, or pay in full, such claim.

18.1.2 Indemnifying Party. If an indemnifying Party is obligated to indemnify and hold any indemnified person harmless under this Article 18, the amount owing to the indemnified person shall be the amount of such indemnified person's actual Loss, net of any insurance or other recovery.

18.1.3 Indemnity Procedures. Promptly after receipt by an indemnified person of any claim or notice of the commencement of any action or administrative or legal proceeding or investigation as to which the indemnity provided for in Article 18.1 may apply, the indemnified person shall notify the indemnifying Party of such fact. Any failure of or delay in such notification shall not affect a Party's indemnification obligation unless such failure or delay is materially prejudicial to the indemnifying Party.

The Indemnified Person shall cooperate with the indemnifying Party with respect to the matter for which indemnification is claimed. The Indemnifying Party shall have the right to assume the defense thereof with counsel designated by such indemnifying Party and reasonably satisfactory to the indemnified person. If the defendants in any such action include one or more indemnified persons and the indemnifying Party and if the indemnified person reasonably concludes that there may be legal defenses available to it and/or other indemnified persons which are different from or additional to those available to the indemnifying Party, the indemnified person shall have the right to select separate counsel to assert such legal defenses and to otherwise participate in the defense of such action on its own behalf. In such instances, the indemnifying Party shall only be required to pay the fees and expenses of one additional attorney to represent an indemnified person or indemnified persons having such differing or additional legal defenses.

The indemnified person shall be entitled, at its expense, to participate in any such action, suit or proceeding, the defense of which has been assumed by the indemnifying Party. Notwithstanding the foregoing, the indemnifying Party (i) shall not be entitled to assume and control the defense of any such action, suit or proceedings if and to the extent that, in the opinion of the indemnified person and

its counsel, such action, suit or proceeding involves the potential imposition of criminal liability on the indemnified person, or there exists a conflict or adversity of interest between the indemnified person and the indemnifying Party, in such event the indemnifying Party shall pay the reasonable expenses of the indemnified person, and (ii) shall not settle or consent to the entry of any judgment in any action, suit or proceeding without the consent of the indemnified person, which shall not be reasonably withheld, conditioned or delayed.

18.2 Consequential Damages. Except as otherwise provided in this Article 18 and other than Liquidated Damages heretofore described, the liability of a Party under this GIA shall be limited to direct actual damages, and all other damages at law are waived. Under no circumstances shall any Party or its Affiliates, directors, officers, employees and agents, or any of them, be liable to another Party, whether in tort, contract or other basis in law or equity for any special, indirect, punitive, exemplary or consequential damages, including lost profits. The limitations on damages specified in this Section 18.2 are without regard to the cause or causes related thereto, including the negligence of any Party, whether such negligence be sole, joint or concurrent, or active or passive. This limitation on damages shall not affect any Party's rights to obtain equitable relief as otherwise provided in this GIA. The provisions of this Section 18.2 shall survive the termination or expiration of this GIA.

18.3 Insurance. Interconnection Customer and Transmission Owner shall at their own expense, maintain in force throughout the period of this GIA, and until released by all other Parties, the following minimum insurance coverages, with insurers authorized to do business in the state where the Point of Interconnection is located:

18.3.1 Employers' Liability and Workers' Compensation Insurance providing statutory benefits in accordance with the laws and regulations of the state in which the Point of Interconnection is located. The minimum limits for the Employers' Liability insurance shall be One Million Dollars (\$1,000,000) each accident bodily injury by accident, One Million Dollars (\$1,000,000) each employee bodily injury by disease, and One Million Dollars (\$1,000,000) policy limit bodily injury by disease.

18.3.2 Commercial General Liability Insurance including premises and operations, personal injury, broad form property damage, broad form blanket contractual liability coverage (including coverage for the contractual indemnification) products and completed operations coverage, coverage for explosion, collapse and underground hazards (if applicable), independent contractors coverage, with minimum limits of One Million Dollars (\$1,000,000) each occurrence/Two Million Dollars (\$2,000,000) general aggregate and Two Million Dollars (\$2,000,000) products and completed operations aggregate combined single limit for personal injury, bodily injury, including death and property damage.

18.3.3 Comprehensive Automobile Liability Insurance for coverage of owned and non-owned and hired vehicles, trailers or semi-trailers designed for travel on public roads, with a minimum, combined single limit of One Million Dollars (\$1,000,000) per occurrence for bodily injury, including death, and property damage.

- 18.3.4** Excess Liability Insurance over and above the Employers' Liability Commercial General Liability and Comprehensive Automobile Liability Insurance coverage, with a minimum combined single limit of Four Million Dollars (\$4,000,000) each occurrence/Four Million Dollars (\$4,000,000) general aggregate.
- 18.3.5** The Commercial General Liability Insurance, Comprehensive Automobile Insurance and Excess Public Liability Insurance policies shall name the other Party, its parent, associated and Affiliate companies and their respective directors, officers, agents, servants and employees ("Other Party Group") as their interest may appear as a certificate holder. All policies shall contain provisions whereby the insurers waive all rights of subrogation in accordance with the provisions of this GIA against the Other Party Group and provide thirty (30) Calendar Days advance written notice to the Other Party Group prior to anniversary date of cancellation or any material change in coverage or condition.
- 18.3.6** The Commercial General Liability Insurance, Comprehensive Automobile Liability Insurance and Excess Public Liability Insurance policies shall contain provisions that specify that the policies are primary and shall apply to such extent without consideration for other policies separately carried and shall state that each insured is provided coverage as though a separate policy had been issued to each, except the insurer's liability shall not be increased beyond the amount for which the insurer would have been liable had only one insured been covered. Each Party shall be responsible for its respective deductibles or retentions.
- 18.3.7** The Commercial General Liability Insurance, Comprehensive Automobile Liability Insurance and Excess Public Liability Insurance policies, if written on a Claims First Made Basis, shall be maintained in full force and effect for two (2) years after termination of this GIA, which coverage may be in the form of tail coverage or extended reporting period coverage if agreed to by all Parties.
- 18.3.8** The requirements contained herein as to the types and limits of all insurance to be maintained by the Interconnection Customer and Transmission Owner are not intended to and shall not in any manner, limit or qualify the liabilities and obligations assumed by the Parties under this Agreement.
- 18.3.9** Within ten (10) days following execution of this GIA, and as soon as practicable after the end of each fiscal year or at the renewal of the insurance policy and in any event within ninety (90) days thereafter, Interconnection Customer and Transmission Owner shall provide certification of all insurance required in this GIA, executed by each insurer or by an authorized representative of each insurer to the Other Party Group.
- 18.3.10** Notwithstanding the foregoing, each Party may self-insure to meet the minimum insurance requirements of Articles 18.3.2 through 18.3.8 to the extent it maintains a self-insurance program; provided that, such Party's senior secured debt is rated at investment grade or better by Standard & Poor's and that its self-insurance program meets the minimum insurance requirements of Articles 18.3.2 through 18.3.8. For any period of time that a Party's senior secured debt is unrated by Standard & Poor's

or is rated at less than investment grade by Standard & Poor's, such Party shall comply with the insurance requirements applicable to it under Articles 18.3.2 through 18.3.9. In the event that a Party is permitted to self-insure pursuant to this article, it shall notify the other Party that it meets the requirements to self-insure and that its self-insurance program meets the minimum insurance requirements in a manner consistent with that specified in Article 18.3.9.

- 18.3.11** The Parties agree to report to each other in writing as soon as practical all accidents or occurrences resulting in injuries to any person, including death, and any property damage arising out of this GIA.

ARTICLE 19. ASSIGNMENT

- 19.1 Assignment.** This GIA may be assigned by any Party only with the written consent of the other Parties; provided that any Party may assign this GIA without the consent of the other Parties to any Affiliate of the assigning Party with an equal or greater credit rating and with the legal authority and operational ability to satisfy the obligations of the assigning Party under this GIA; and provided further that Interconnection Customer shall have the right to assign this GIA, without the consent of Transmission Provider or Transmission Owner, for collateral security purposes to aid in providing financing for the Generating Facility, provided that Interconnection Customer will promptly notify Transmission Provider and Transmission Owner of any such assignment. Any financing arrangement entered into by the Interconnection Customer pursuant to this article will provide that prior to or upon the exercise of the secured party's, trustee's or mortgagee's assignment rights pursuant to said arrangement, the secured creditor, the trustee or mortgagee will notify Transmission Provider and Transmission Owner of the date and particulars of any such exercise of assignment right(s), including providing the Transmission Provider with proof that it meets the requirements of Articles 11.7 and 18.3. Any attempted assignment that violates this article is void and ineffective. Any assignment under this GIA shall not relieve a Party of its obligations, nor shall a Party's obligations be enlarged, in whole or in part, by reason thereof. Where required, consent to assignment will not be unreasonably withheld, conditioned or delayed.

ARTICLE 20. SEVERABILITY

- 20.1 Severability.** If any provision in this GIA is finally determined to be invalid, void or unenforceable by any court or other Governmental Authority having jurisdiction, such determination shall not invalidate, void or make unenforceable any other provision, agreement or covenant of this GIA; provided that if Interconnection Customer (or any third party, but only if such third party is not acting at the direction of Transmission Owner) seeks and obtains such a final determination with respect to any provision of the Negotiated Option (Article 5.1.3), then none of these provisions shall thereafter have any force or effect and the Parties' rights and obligations shall be governed solely by the Standard Option (Article 5.1.1).

ARTICLE 21. COMPARABILITY

21.1 Comparability. The Parties will comply with all applicable comparability and code of conduct laws, rules and regulations, as amended from time to time.

ARTICLE 22. CONFIDENTIALITY

22.1 Confidentiality. Confidential Information shall include, without limitation, all information relating to a Party's technology, research and development, business affairs, and pricing, and any information supplied by any of the Parties to another prior to the execution of this GIA.

Information is Confidential Information only if it is clearly designated or marked in writing as confidential on the face of the document, or, if the information is conveyed orally or by inspection, if the Party providing the information orally informs the Party receiving the information that the information is confidential.

If requested by any Party, a Party shall provide in writing, the basis for asserting that the information referred to in this Article 22 warrants confidential treatment, and the requesting Party may disclose such writing to the appropriate Governmental Authority. Each Party shall be responsible for the costs associated with affording confidential treatment to its information.

22.1.1 Term. During the term of this GIA, and for a period of three (3) years after the expiration or termination of this GIA, except as otherwise provided in this Article 22, each Party shall hold in confidence and shall not disclose to any person Confidential Information.

22.1.2 Scope. Confidential Information shall not include information that the receiving Party can demonstrate: (1) is generally available to the public other than as a result of a disclosure by the receiving Party; (2) was in the lawful possession of the receiving Party on a non-confidential basis before receiving it from the disclosing Party; (3) was supplied to the receiving Party without restriction by a third party, who, to the knowledge of the receiving Party after due inquiry, was under no obligation to the disclosing Party to keep such information confidential; (4) was independently developed by the receiving Party without reference to Confidential Information of the disclosing Party; (5) is, or becomes, publicly known, through no wrongful act or omission of the receiving Party or Breach of this GIA; or (6) is required, in accordance with Article 22.1.7 of the GIA, Order of Disclosure, to be disclosed by any Governmental Authority or is otherwise required to be disclosed by law or subpoena, or is necessary in any legal proceeding establishing rights and obligations under this GIA. Information designated as Confidential Information will no longer be deemed confidential if the Party that designated the information as confidential notifies the other Party that it no longer is confidential.

22.1.3 Release of Confidential Information. No Party shall release or disclose Confidential Information to any other person, except to its Affiliates (limited by the Standards of Conduct requirements), subcontractors, employees, consultants, or to parties who may be or considering providing financing to or equity participation with Interconnection Customer, or to potential purchasers or assignees of

Interconnection Customer, on a need-to-know basis in connection with this GIA, unless such person has first been advised of the confidentiality provisions of this Article 22 and has agreed to comply with such provisions. Notwithstanding the foregoing, a Party providing Confidential Information to any person shall remain primarily responsible for any release of Confidential Information in contravention of this Article 22.

22.1.4 Rights. Each Party retains all rights, title, and interest in the Confidential Information that each Party discloses to another Party. The disclosure by any Party to another Party of Confidential Information shall not be deemed a waiver by the disclosing Party or any other person or entity of the right to protect the Confidential Information from public disclosure.

22.1.5 No Warranties. By providing Confidential Information, no Party makes any warranties or representations as to its accuracy or completeness. In addition, by supplying Confidential Information, no Party obligates itself to provide any particular information or Confidential Information to another Party nor to enter into any further agreements or proceed with any other relationship or joint venture.

22.1.6 Standard of Care. Each Party shall use at least the same standard of care to protect Confidential Information it receives as it uses to protect its own Confidential Information from unauthorized disclosure, publication or dissemination. Each Party may use Confidential Information solely to fulfill its obligations to another Party under this GIA or its regulatory requirements.

22.1.7 Order of Disclosure. If a court or a Governmental Authority or entity with the right, power, and apparent authority to do so requests or requires a Party, by subpoena, oral deposition, interrogatories, requests for production of documents, administrative order, or otherwise, to disclose Confidential Information, that Party shall provide the other Parties with prompt notice of such request(s) or requirement(s) so that the other Parties may seek an appropriate protective order or waive compliance with the terms of this GIA. Notwithstanding the absence of a protective order or waiver, the Party may disclose such Confidential Information which, in the opinion of its counsel, the Party is legally compelled to disclose. Each Party will use Reasonable Efforts to obtain reliable assurance that confidential treatment will be accorded any Confidential Information so furnished.

22.1.8 Termination of Agreement. Upon termination of this GIA for any reason, each Party shall, within ten (10) Calendar Days of receipt of a written request from another Party, use Reasonable Efforts to destroy, erase, or delete (with such destruction, erasure, and deletion certified in writing to the other Party) or return to the other Party, without retaining copies thereof, any and all written or electronic Confidential Information received from the other Party.

22.1.9 Remedies. In the instance where Transmission Owner is a Federal Power Agency, as specified in the opening paragraph of this Agreement, then this Section 22.1.9 shall not apply to Transmission Owner. The Parties agree that monetary damages would be inadequate to compensate a Party for another Party's Breach of its

obligations under this Article 22. Each Party accordingly agrees that the other Parties shall be entitled to equitable relief, by way of injunction or otherwise, if the first Party Breaches or threatens to Breach its obligations under this Article 22, which equitable relief shall be granted without bond or proof of damages, and the receiving Party shall not plead in defense that there would be an adequate remedy at law. Such remedy shall not be deemed an exclusive remedy for the Breach of this Article 22, but shall be in addition to all other remedies available at law or in equity. The Parties further acknowledge and agree that the covenants contained herein are necessary for the protection of legitimate business interests and are reasonable in scope. No Party, however, shall be liable for indirect, incidental, or consequential or punitive damages of any nature or kind resulting from or arising in connection with this Article 22.

22.1.10 Disclosure to FERC, its Staff, or a State. Notwithstanding anything in this Article 22 to the contrary, and pursuant to 18 C.F.R. Section 1b.20, if FERC or its staff, during the course of an investigation or otherwise, requests information from one of the Parties that is otherwise required to be maintained in confidence pursuant to this GIA, the Party shall provide the requested information to FERC or its staff, within the time provided for in the request for information. In providing the information to FERC or its staff, the Party must, consistent with 18 C.F.R. Section 388.112, request that the information be treated as confidential and non-public by FERC and its staff and that the information be withheld from public disclosure. Parties are prohibited from notifying another Party to this GIA prior to the release of the Confidential Information to FERC or its staff. The Party shall notify the other Parties to the GIA when it is notified by FERC or its staff that a request to release Confidential Information has been received by FERC, at which time any of the Parties may respond before such information would be made public, pursuant to 18 C.F.R. Section 388.112. Requests from a state regulatory body conducting a confidential investigation shall be treated in a similar manner, if consistent with the applicable state rules and regulations.

22.1.11 Subject to the exception in Article 22.1.10, any information that a Party claims is competitively sensitive, commercial or financial information under this GIA ("Confidential Information") shall not be disclosed by another Party to any person not employed or retained by the other Party, except to the extent disclosure is (i) required by law; (ii) reasonably deemed by the disclosing Party to be required to be disclosed in connection with a dispute between or among the Parties, or the defense of litigation or dispute; (iii) otherwise permitted by consent of the other Party, such consent not to be unreasonably withheld; or (iv) necessary to fulfill its obligations under this GIA or as a transmission service provider or a Control Area operator including disclosing the Confidential Information to an RTO or ISO or to a regional or national reliability organization. The Party asserting confidentiality shall notify the other Party in writing of the information it claims is confidential. Prior to any disclosures of the other Party's Confidential Information under this subparagraph, or if any third party or Governmental Authority makes any request or demand for any of the information described in this subparagraph, the disclosing Party agrees to promptly notify the other Party in writing and agrees to assert confidentiality and

cooperate with the other Party in seeking to protect the Confidential Information from public disclosure by confidentiality agreement, protective order or other reasonable measures.

- 22.1.12** This provision shall not apply to any information that was or is hereafter in the public domain (except as a result of a Breach of this provision).

ARTICLE 23. ENVIRONMENTAL RELEASES

- 23.1** Each Party shall notify the other Party, first orally and then in writing, of the release of any Hazardous Substances, any asbestos or lead abatement activities, or any type of remediation activities related to the Generating Facility or the Interconnection Facilities, each of which may reasonably be expected to affect the other Party. The notifying Party shall: (i) provide the notice as soon as practicable, provided such Party makes a good faith effort to provide the notice no later than twenty-four hours after such Party becomes aware of the occurrence; and (ii) promptly furnish to the other Party copies of any publicly available reports filed with any Governmental Authorities addressing such events.

ARTICLE 24. INFORMATION REQUIREMENTS

- 24.1 Information Acquisition.** Transmission Provider and Interconnection Customer shall submit specific information regarding the electrical characteristics of their respective facilities to each other as described below and in accordance with Applicable Reliability Standards.
- 24.2 Information Submission by Transmission Provider.** The initial information submission by Transmission Provider shall occur no later than one hundred eighty (180) Calendar Days prior to Trial Operation and shall include Transmission System information necessary to allow Interconnection Customer to select equipment and meet any system protection and stability requirements, unless otherwise agreed to by the Parties. On a monthly basis Transmission Provider shall provide Interconnection Customer a status report on the construction and installation of Transmission Provider's Interconnection Facilities and Network Upgrades, including, but not limited to, the following information: (1) progress to date; (2) a description of the activities since the last report (3) a description of the action items for the next period; and (4) the delivery status of equipment ordered.

ARTICLE 25. INFORMATION ACCESS AND AUDIT RIGHTS

- 25.1 Information Access.** Each Party (the "disclosing Party") shall make available to the other Parties information that is in the possession of the disclosing Party and is necessary in order for the other Parties to: (i) verify the costs incurred by the disclosing Party for which the other Parties are responsible under this GIA; and (ii) carry out its obligations and responsibilities under this GIA. The Parties shall not use such information for purposes other than those set forth in this Article 25.1 and to enforce their rights under this GIA.
- 25.2 Reporting of Non-Force Majeure Events.** Each Party (the "notifying Party") shall notify the other Parties when the notifying Party becomes aware of its inability to comply with the provisions of this GIA for a reason other than a Force Majeure event. The Parties agree

to cooperate with each other and provide necessary information regarding such inability to comply, including the date, duration, reason for the inability to comply, and corrective actions taken or planned to be taken with respect to such inability to comply. Notwithstanding the foregoing, notification, cooperation or information provided under this article shall not entitle the Parties receiving such notification to allege a cause for anticipatory breach of this GIA.

25.3 Audit Rights. Subject to the requirements of confidentiality under Article 22 of this GIA, each Party shall have the right, during normal business hours, and upon prior reasonable notice to another Party, to audit at its own expense that other Party's accounts and records pertaining to either Party's performance or either Party's satisfaction of obligations under this GIA. Such audit rights shall include audits of the other Party's costs, calculation of invoiced amounts, Transmission Provider's efforts to allocate responsibility for the provision of reactive support to the Transmission System, Transmission Provider's efforts to allocate responsibility for interruption or reduction of generation on the Transmission System, and each Party's actions in an Emergency Condition. Any audit authorized by this article shall be performed at the offices where such accounts and records are maintained and shall be limited to those portions of such accounts and records that relate to each Party's performance and satisfaction of obligations under this GIA. Each Party shall keep such accounts and records for a period equivalent to the audit rights periods described in Article 25.4.

25.4 Audit Rights Periods.

25.4.1 Audit Rights Period for Construction-Related Accounts and Records. Accounts and records related to the design, engineering, procurement, and construction of Transmission Owner's Interconnection Facilities, and Network Upgrades shall be subject to audit for a period of twenty-four months following Transmission Owner's issuance of a final invoice in accordance with Article 12.2.

25.4.2 Audit Rights Period for All Other Accounts and Records. Accounts and records related to any Party's performance or satisfaction of all obligations under this GIA other than those described in Article 25.4.1 shall be subject to audit as follows: (i) for an audit relating to cost obligations, the applicable audit rights period shall be twenty-four months after the auditing Party's receipt of an invoice giving rise to such cost obligations; and (ii) for an audit relating to all other obligations, the applicable audit rights period shall be twenty-four months after the event for which the audit is sought.

25.5 Audit Results. If an audit by a Party determines that an overpayment or an underpayment has occurred, a notice of such overpayment or underpayment shall be given to the other Party together with those records from the audit which support such determination.

ARTICLE 26. SUBCONTRACTORS

26.1 General. Nothing in this GIA shall prevent a Party from utilizing the services of any subcontractor as it deems appropriate to perform its obligations under this GIA; provided, however, that each Party shall require its subcontractors to comply with all applicable terms

and conditions of this GIA in providing such services and each Party shall remain primarily liable to the other Parties for the performance of such subcontractor.

26.2 Responsibility of Principal. The creation of any subcontract relationship shall not relieve the hiring Party of any of its obligations under this GIA. The hiring Party shall be fully responsible to the other Parties for the acts or omissions of any subcontractor the hiring Party hires as if no subcontract had been made; provided, however, that in no event shall Transmission Owner be liable for the actions or inactions of Interconnection Customer or its subcontractors with respect to obligations of Interconnection Customer under Article 5 of this GIA. Any applicable obligation imposed by this GIA upon the hiring Party shall be equally binding upon, and shall be construed as having application to, any subcontractor of such Party.

26.3 No Limitation by Insurance. The obligations under this Article 26 will not be limited in any way by any limitation of subcontractor's insurance.

ARTICLE 27. DISPUTES

27.1 Submission. In the event any Party has a dispute, or asserts a claim, that arises out of or in connection with this GIA or its performance, the Parties agree to resolve such dispute using the dispute resolution procedures of the Generator Interconnection Procedures.

ARTICLE 28. REPRESENTATIONS, WARRANTIES, AND COVENANTS

28.1 General. Each Party makes the following representations, warranties and covenants:

28.1.1 Good Standing. Such Party is duly organized, validly existing and in good standing under the laws of the state in which it is organized, formed, or incorporated, as applicable; that it is qualified to do business in the state or states in which the Generating Facility, Interconnection Facilities and Network Upgrades owned by such Party, as applicable, are located; and that it has the corporate power and authority to own its properties, to carry on its business as now being conducted and to enter into this GIA and carry out the transactions contemplated hereby and perform and carry out all covenants and obligations on its part to be performed under and pursuant to this GIA.

28.1.2 Authority. Such Party has the right, power and authority to enter into this GIA, to become a Party hereto and to perform its obligations hereunder. This GIA is a legal, valid and binding obligation of such Party, enforceable against such Party in accordance with its terms, except as the enforceability thereof may be limited by applicable bankruptcy, insolvency, reorganization or other similar laws affecting creditors' rights generally and by general equitable principles (regardless of whether enforceability is sought in a proceeding in equity or at law).

28.1.3 No Conflict. The execution, delivery and performance of this GIA does not violate or conflict with the organizational or formation documents, or bylaws or operating agreement, of such Party, or any judgment, license, permit, order, material

agreement or instrument applicable to or binding upon such Party or any of its assets.

28.1.4 Consent and Approval. Such Party has sought or obtained, or, in accordance with this GIA will seek or obtain, each consent, approval, authorization, order, or acceptance by any Governmental Authority in connection with the execution, delivery and performance of this GIA, and it will provide to any Governmental Authority notice of any actions under this GIA that are required by Applicable Laws and Regulations.

ARTICLE 29. JOINT OPERATING COMMITTEE

29.1 Joint Operating Committee. At least six (6) months prior to the expected Initial Synchronization Date, Interconnection Customer, Transmission Owner and Transmission Provider shall each appoint one representative and one alternate to the Joint Operating Committee. Each Party shall notify the other Parties of its appointment in writing. Such appointments may be changed at any time by similar notice. The Joint Operating Committee shall meet as necessary, but not less than once each calendar year, to carry out the duties set forth herein. The Joint Operating Committee shall hold a meeting at the request of any Party, at a time and place agreed upon by the representatives. The Joint Operating Committee shall perform all of its duties consistent with the provisions of this GIA. All Parties shall cooperate in providing to the Joint Operating Committee all information required in the performance of the Joint Operating Committee's duties. All decisions and agreements, if any, made by the Joint Operating Committee, shall be evidenced in writing. The duties of the Joint Operating Committee shall include the following:

29.1.1 Establish data requirements and operating record requirements.

29.1.2 Review the requirements, standards, and procedures for data acquisition equipment, protective equipment, and any other equipment or software.

29.1.3 Annually review the one (1) year forecast of maintenance and planned outage schedules of Transmission Owner's and Interconnection Customer's facilities at the Point of Interconnection.

29.1.4 Coordinate the scheduling of maintenance and planned outages on the Interconnection Facilities, the Generating Facility and other facilities that impact the normal operation of the interconnection of the Generating Facility to the Transmission System.

29.1.5 Ensure that information is being provided by each Party regarding equipment availability.

29.1.6 Perform such other duties as may be conferred upon it by mutual agreement of the Parties.

ARTICLE 30. MISCELLANEOUS

- 30.1 Binding Effect.** This GIA and the rights and obligations hereof, shall be binding upon and shall inure to the benefit of the successors and assigns of the Parties hereto.
- 30.2 Conflicts.** In the event of a conflict between the body of this GIA and any attachment, appendices or exhibits hereto, the terms and provisions of the body of this GIA shall prevail and be deemed the final intent of the Parties.
- 30.3 Rules of Interpretation.** This GIA, unless a clear contrary intention appears, shall be construed and interpreted as follows: (1) the singular number includes the plural number and vice versa; (2) reference to any person includes such person's successors and assigns but, in the case of a Party, only if such successors and assigns are permitted by this GIA, and reference to a person in a particular capacity excludes such person in any other capacity or individually; (3) reference to any agreement (including this GIA), document, instrument or tariff means such agreement, document, instrument, or tariff as amended or modified and in effect from time to time in accordance with the terms thereof and, if applicable, the terms hereof; (4) reference to any Applicable Laws and Regulations means such Applicable Laws and Regulations as amended, modified, codified, or reenacted, in whole or in part, and in effect from time to time, including, if applicable, rules and regulations promulgated thereunder; (5) unless expressly stated otherwise, reference to any Article, Section or Appendix means such Article of this GIA or such Appendix to this GIA, or such Section to the GIP or such Appendix to the GIP, as the case may be; (6) "hereunder", "hereof", "herein", "hereto" and words of similar import shall be deemed references to this GIA as a whole and not to any particular Article or other provision hereof or thereof; (7) "including" (and with correlative meaning "include") means including without limiting the generality of any description preceding such term; and (8) relative to the determination of any period of time, "from" means "from and including", "to" means "to but excluding" and "through" means "through and including".
- 30.4 Entire Agreement.** This GIA, including all Appendices and Schedules attached hereto, constitutes the entire agreement among the Parties with reference to the subject matter hereof, and supersedes all prior and contemporaneous understandings or agreements, oral or written, among the Parties with respect to the subject matter of this GIA. There are no other agreements, representations, warranties, or covenants which constitute any part of the consideration for, or any condition to, a Party's compliance with its obligations under this GIA.
- 30.5 No Third Party Beneficiaries.** This GIA is not intended to and does not create rights, remedies, or benefits of any character whatsoever in favor of any persons, corporations, associations, or entities other than the Parties, and the obligations herein assumed are solely for the use and benefit of the Parties, their successors in interest and, where permitted, their assigns.
- 30.6 Waiver.** The failure of a Party to this GIA to insist, on any occasion, upon strict performance of any provision of this GIA will not be considered a waiver of any obligation, right, or duty of, or imposed upon, such Party.

Any waiver at any time by a Party of its rights with respect to this GIA shall not be deemed a continuing waiver or a waiver with respect to any other failure to comply with any other obligation, right, duty of this GIA. Termination or Default of this GIA for any reason by Interconnection Customer shall not constitute a waiver of Interconnection Customer's legal rights to obtain an interconnection from Transmission Provider. Any waiver of this GIA shall, if requested, be provided in writing.

- 30.7 Headings.** The descriptive headings of the various Articles of this GIA have been inserted for convenience of reference only and are of no significance in the interpretation or construction of this GIA.
- 30.8 Multiple Counterparts.** This GIA may be executed in three or more counterparts, each of which is deemed an original but all constitute one and the same instrument.
- 30.9 Amendment.** The Parties may by mutual agreement amend this GIA by a written instrument duly executed by each of the Parties.
- 30.10 Modification by the Parties.** The Parties may by mutual agreement amend the Appendices to this GIA by a written instrument duly executed by the Parties. Such amendment shall become effective and a part of this GIA upon satisfaction of all Applicable Laws and Regulations.
- 30.11 Reservation of Rights.** Transmission Provider shall have the right to make a unilateral filing with FERC to modify this GIA with respect to any rates, terms and conditions, charges, classifications of service, rule or regulation under Section 205 or any other applicable provision of the Federal Power Act and FERC's rules and regulations thereunder, and Interconnection Customer shall have the right to make a unilateral filing with FERC to modify this GIA pursuant to Section 206 or any other applicable provision of the Federal Power Act and FERC's rules and regulations thereunder; provided that each Party shall have the right to protest any such filing by another Party and to participate fully in any proceeding before FERC in which such modifications may be considered. Nothing in this GIA shall limit the rights of the Parties or of FERC under Sections 205 or 206 of the Federal Power Act and FERC's rules and regulations thereunder, except to the extent that the Parties otherwise mutually agree as provided herein.
- 30.12 No Partnership.** This GIA shall not be interpreted or construed to create an association, joint venture, agency relationship, or partnership among the Parties or to impose any partnership obligation or partnership liability upon any Party. No Party shall have any right, power or authority to enter into any agreement or undertaking for, or act on behalf of, or to act as or be an agent or representative of, or to otherwise bind, another Party.

IN WITNESS WHEREOF, the Parties have caused this GIA to be executed by their respective authorized officials, and copies delivered to each Party, to become effective as of the Effective Date.

SOUTHWEST POWER POOL, INC.

By: _____

Printed Name: _____

Title: _____

Date: _____

CITY OF INDEPENDENCE, MISSOURI

By: _____

Printed Name: Zachary Walker

Title: City Manager

Date: _____

BLUE VALLEY GRID, LLC

By: _____

Printed Name: _____

Title: _____

Date: _____

APPENDIX A TO GIA

Interconnection Facilities, Network Upgrades and Distribution Upgrades

NOTE: The facilities described in this Appendix are based on the studies conducted in response to the Interconnection Request GEN-2018-031.

1. Interconnection Facilities:

(a) Interconnection Customer's Interconnection Facilities: Interconnection facilities to be designed, procured, constructed, installed, maintained, and owned by Interconnection Customer at its sole expense:

- 34.5 kV underground cable collection circuits;
- 34.5 kV to 161 kV transformation substation with associated 34.5 kV and 161 kV switchgear;
- One 161/34.5 kV 40/57/67 MVA (ONAN/ONAF/ONAF) step-up transformer to be owned and maintained by the Interconnection Customer at the Interconnection Customer's substation;
- An Approximately 0.4 mile overhead kV line to connect the Interconnection Customer's substation to the Point of Interconnection ("POI") at the 161 kV bus at existing Transmission Owner substation ("Blue Valley/Sub A 161kV Substation") that is owned and maintained by Transmission Owner;
- All transmission facilities required to connect the Interconnection Customer's substation to the POI;
- Equipment at the Interconnection Customer's substation necessary to maintain a composite power delivery at continuous rated power output at the high-side of the generator substation at a power factor within the range of 95% lagging and 95% leading in accordance with Federal Energy Regulatory Commission (FERC) Order 827. The Interconnection Customer may use inverter manufacturing options for providing reactive power under no/reduced generation conditions. The Interconnection Customer will be required to provide documentation and design specifications demonstrating how the requirements are met; and,
- All necessary relay, protection, control and communication systems required to protect Interconnection Customer's Interconnection Facilities and Generating Facility and coordinate with Transmission Owner's relay, protection, control, and communication systems.

(b) Transmission Owner's Interconnection Facilities: Interconnection facilities that are to be designed, procured, constructed, installed, maintained, owned and/or controlled by Transmission Owner at Interconnection Customer's sole expense:

Description	Allocated Cost Estimate
Transmission Owner's Blue Valley/Sub A 161kV Substation GEN-2018-031 Interconnection (TOIF) (INDN) (UID155893): Build one (1) 161kV A-Frame structure to facilitate the interconnection of GEN-2018-031.	\$390,000

Estimated Lead Time: 39 Months	
Total TOIF	\$390,000

2. Network Upgrades:

- (a) Stand Alone Network Upgrades:** Network Upgrades that an Interconnection Customer may construct without affecting day-to-day operations of the Transmission System during their construction. The Transmission Provider, Transmission Owner and the Interconnection Customer must agree as to what constitutes Stand Alone Network Upgrades. Stand Alone Network Upgrades that are to be designed, procured, constructed, installed and owned by Transmission Owner that are the 100% cost responsibility of the Interconnection Customer:

Description	Allocated Cost Estimate
None	\$0
Total Stand-Alone Network Upgrades	\$0

- (b) Network Upgrades constructed by Transmission Owner:** Network Upgrades that are to be designed, procured, constructed, installed and owned by the Transmission Owner that are the 100% cost responsibility of the Interconnection Customer:

Description	ILTCR	Allocated Cost Estimate
Transmission Owner's Blue Valley/Sub A 161kV Substation Interconnection Expansion (DISIS-2018-001) (UID155894): Build three (3) 161kV disconnect switches, one (1) SF6 gas circuit breaker, one (1) new control enclosure, one (1) bus support, two (2) station service transformers, three (3) surge arresters, three (3) new voltage transformers, new cable trench for previously mentioned equipment, and relaying for the new 161kV circuit breaker/161kV line position to facilitate the interconnection of GEN-2018-031. Estimated Lead Time: 39 Months	Ineligible	\$3,990,000
Total Non-Shared Network Upgrades		\$3,990,000

- (c) Network Upgrades constructed by other transmission owning entity:** Network Upgrades to be designed, procured, constructed, installed and owned by another transmission owning entity that are the 100% cost responsibility of the Interconnection Customer. These Network Upgrades will require a Notification to Construct:

Description	ILTCR	Allocated Cost Estimate
None	N/A	\$0
Total Network Upgrades by other transmission owning entity		\$0

(d) Shared Network Upgrades: Network Upgrade that is needed for the interconnection of multiple interconnection customers' generating facilities and which is the shared funding responsibility of such interconnection customers that may also benefit other interconnection customer(s) that are later identified as beneficiaries. These Shared Network Upgrades may be constructed by the Transmission Owner or another transmission owning entity as identified. Network Upgrades constructed by transmission owning entities other than the Transmission Owner will require Transmission Provider to issue a Notification to Construct to the constructing entity, if not contained in a separate construction agreement:

Description	ILTCR	Total Cost Estimate	Allocated Share	Allocated Cost Estimate
Transource Missouri, LLC's ("TSMO") Holt 345 kV Substation (UID158563): Line terminal work at the TSMO owned Holt 345kV substation associated with building the Holt to Atchison new 345kV line. This will require Holt substation to be reconfigured to a 345kV breaker and a half from the current ring bus. Estimated Lead Time: 48 Months	Eligible	\$20,623,461	1.02%	\$210,359
Transmission Owner's Holt to Atchison New 345 kV Line (DISIS-2018-001) (UID 158628): Evergy Kansas Central, Inc. to build a new 345kV line from Holt (TSMO) to Atchison (MEC) Line. The straight-line distance between these subs is approximately 22.5 miles. This estimate assumes a total line length of 25 miles. Estimated easement	Eligible	\$61,642,822	1.02%	\$628,757

costs are included in this estimate but are only estimates. Estimated Lead Time: 48 Months				
Total Shared Network Upgrades		\$82,266,283		\$839,116

(e) Contingent Facilities: Network Upgrades that are required for the interconnection of Interconnection Customer's Generating Facility, but are not the cost responsibility of the Interconnection Customer, subject to restudy:

Description	Current Cost Assignment	Estimated In-Service Date
None	\$0	N/A

(f) Affected System Upgrades: Upgrades that the Affected System identified as required for the interconnection of Interconnection Customer's Generating Facility. Affected System Upgrades to be designed, procured, constructed, installed and owned by the Affected System Operator that are the cost responsibility of the Interconnection Customer:

Description	Total Cost Estimate	Allocated Share	Allocated Cost Estimate
*Midcontinent Independent System Operator, Inc. ("MISO")/MidAmerican Energy Company's ("MEC") Atchison 345 kV Substation: Substation and line work to accommodate the new proposed 345 kV line into Atchison County Substation	\$12,500,000	1.02%	\$127,500
Total Affected System Upgrades	\$12,500,000		\$127,500

***MISO/MEC's Atchison 345 kV Substation cost estimate assumes:**

1. The existing third-party wind farm will be willing to move its existing overhead collector feeder and potentially a wind anemometer tower, in order to be able to move an existing line to a new terminal.
2. The cost for the wind farm's work is not included and it should be noted the wind farm would not be required by FERC to move its feeder or provide MEC the easement to move the existing 345 kV line to make room for the proposed line.
3. The existing dead-end structure for the line that will be moved can accommodate the new line.
4. The proposed new line will have OPGW for the primary communications path for system protection.

5. A second, independent communication path for system protection will be provided by the Transmission Owner of the new line and such costs are covered in their estimate of the proposed line.

3. Summary of Generation Interconnection Costs:

(a) Transmission Owner Interconnection Facilities: The cost for the Transmission Owner's Interconnection Facilities to be constructed by Transmission Owner.	\$390,000
(b) Creditable Network Upgrades: The portion of the Network Upgrades that qualify as creditable upgrades. These upgrades could be subject to the transmission service credits described in Article 11.5 of this Agreement and will be adjusted for actual costs and expenses incurred in accordance with Article 11.5.	\$0
(c) Non-creditable Network Upgrades: The portion of the Network Upgrades that do not qualify as creditable upgrades. These upgrades are not subject to the transmission service credits describes in Article 11.5 of this Agreement.	\$4,829,116
(d) Total Interconnection Costs: The total cost for the Transmission Owner's Interconnection Facilities, Stand Alone Network Upgrades, and Network Upgrades. The Interconnection Customer is responsible for payment for the engineering, procurement, and construction of the Transmission Owner's Interconnection Facilities, Stand Alone Network Upgrades, and Network Upgrades pursuant to the payment schedule as indicated in Appendix B, Milestones.	\$5,219,116
(e) Initial Payment: Pursuant to Article 11.6 of this Agreement, the Interconnection Customer's Initial Payment will be equal to the greater of a) twenty (20) percent of the total cost of Network Upgrades, Shared Network Upgrades, Transmission Owner Interconnection Facilities and/or Distribution Upgrades or b) \$4,000/MW of the size of the Generating Facility. Any remaining milestone deposits provided by Interconnection Customer in Section 8.2 and Section 8.9 of the GIP will be applied to the Initial Payment requirement.	\$1,043,823

If Security Deposits by Interconnection Customer were provided in the form of cash pursuant to the Definitive Interconnection System Impact Study and Interconnection Facilities Study procedures and held by Transmission Provider, Transmission Owner may invoice the Transmission Provider, up to the amount held, pursuant to the milestones of Appendix B. If Security Deposits by Interconnection Customer were provided in the form of a Letter of Credit pursuant to the Definitive Interconnection System Impact Study (DISIS) and Interconnection Facilities Study procedures, the Interconnection

Customer must assign a Letter of Credit to the Transmission Owner pursuant to the milestones of Appendix B.

- (f) **Taxes, Interests and/or Penalties:** Interconnection Customer's estimated liability for reimbursement of Transmission Owner for taxes, interest and/or penalties under Article 5.17.3. This estimate assumes that there are no costs incurred by the Transmission Owner for land. \$0
- (g) **Final Invoice:** All cost estimates will be trued up for actual costs and expenses for purposes of final billing under Article 12.2.

4. **Distribution Upgrades:**

- None

5. **Interconnection Service:**

Interconnection Customer has requested the following (from Appendix 3 of the GIP):

50 MW Energy Resource Interconnection Service
 MW Network Resource Interconnection Service

Total Interconnection Service shall be limited to no more than 50MW at any time.

6. **Construction Option Selected by Interconnection Customer:**

Interconnection Customer has selected the Standard Option for construction of the Transmission Owner's Interconnection Facilities and the Stand Alone Network Upgrades.

7. **Permits, Licenses, and Authorizations:**

Permit, License, and/or Authorization	Responsible Party	Date Required
Obtain Governmental Authorization (as necessary).	As necessary	As required

8. **Description of the Point of Change of Ownership:**

The Point of Change of Ownership is located at the point where the Interconnection Customer's 161 kV generator interconnection line meets the Transmission Owner's dead-end structure at the Point of Interconnection Substation.

9. **Description of the Point of Interconnection:**

The Point of Interconnection will be the Transmission Owner's 161 kV bus at the Blue Valley/Sub A Substation.

10. Higher-Queued Interconnection Customers:

- ASGI-2012-006
- ASGI-2015-001
- ASGI-2017-006
- ASGI-2017-014
- GEN-2008-018
- GEN-2008-124
- GEN-2014-001
- GEN-2014-025
- GEN-2015-005
- GEN-2015-052
- GEN-2016-009
- GEN-2016-046
- GEN-2016-115
- GEN-2016-149
- GEN-2016-150
- GEN-2016-153
- GEN-2016-160
- GEN-2016-174
- GEN-2016-176
- GEN-2017-004
- GEN-2017-005
- GEN-2017-018
- GEN-2017-022
- GEN-2017-068
- GEN-2017-086
- GEN-2017-108
- GEN-2017-115
- GEN-2017-119
- GEN-2017-120
- GEN-2017-121
- GEN-2017-125
- GEN-2017-131
- GEN-2017-183
- GEN-2017-184
- GEN-2017-188
- GEN-2017-195
- GEN-2017-196
- GEN-2017-202
- GEN-2017-209
- GEN-2017-220
- GEN-2017-221
- GEN-2017-226

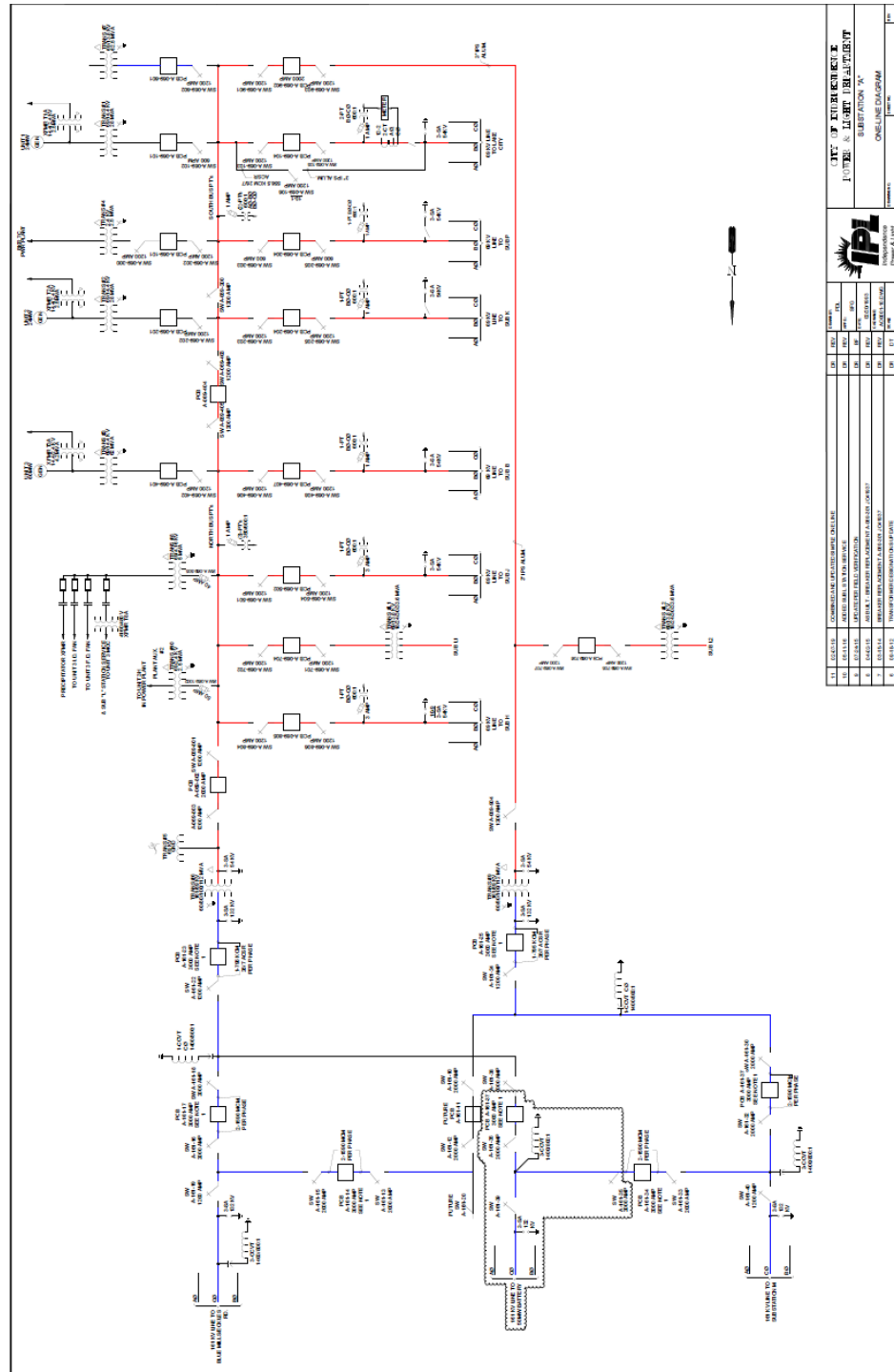
- GEN-2017-227

11. Candidate Incremental Long-Term Congestion Rights:

- Source **TBD**
- Sink **TBD**
- Candidate Incremental LTCR MW **TBD**
- Term (years from in-service date of Network Upgrade) TBD

12. Diagrams and Figures:

Figure A1: One-line Diagram of Point of Interconnection



APPENDIX B TO GIA

Milestones

Item	Action	Responsible Party	Completion Date
1	Provide financial security deposits to the Transmission Provider as required by GIP to complete Definitive Interconnection System Impact Study.	Interconnection Customer	As required by GIP
2	Complete Facilities Study.	Transmission Provider	02/02/2024
3	Provide to Transmission Provider Site Control and Generating Facility development milestones per Generator Interconnection Procedure Section 11.3.	Interconnection Customer	Within fifteen (15) Business Days after receipt of final GIA
4	Complete and provide to Transmission Provider the Bank Information and W-9 Forms for the Interconnection Customer entity listed in this GIA.	Interconnection Customer	Within fifteen (15) Business Days after receipt of final GIA
5	Provide Initial Payment per Article 11.6, Appendix A Item 3.(e) less sum of cash-only Security to Transmission Provider: $20\%(\$5,219,116) - \$0(\text{cash}) = \mathbf{\$1,043,823}$	Interconnection Customer	Thirty (30) Calendar Days after Effective Date of final GIA
6	Transmission Provider transfers Initial Payment and/or Security Deposit up to a total of $(\$5,008,577/\$5,219,116) \times \$1,043,823 = \mathbf{\$1,001,715}$ (on a pro rata cost base) to Transmission Owner for TOIF and Network Upgrades in Appendix A Item(s) 1.(b) and 2.(b).	Transmission Owner and Transmission Provider	Upon Invoice from Transmission Owner
7	Transmission Provider transfers Initial Payment and/or Security Deposit up to a total of $(\$210,539/\$5,219,116) \times \$1,043,823 = \mathbf{\$42,108}$ (on a pro rata cost base) to TSMO for Network Upgrades in Appendix A, Item 2.(d).	Other transmission owning entity and Transmission Provider	Upon Invoice from other transmission owning entity
8	Submit Transmission Owner's Interconnection Facilities and Network Upgrade information to Transmission Provider's MOD-032-1 Model On Demand Database and Engineering Data Submission Tool (EDST).	Transmission Owner	No Later than 120 Calendar Days after the GIA Effective Date

9	Submit Interconnection Customer's required power flow, short circuit, and dynamic generating facilities modeling data to Transmission Provider's MOD-032-1 Model On Demand Database and EDST pursuant to NERC standard MOD-032-1 and in accordance with Transmission Provider MDWG manual requirements.	Interconnection Customer [Note 1]	No Later than 120 Calendar Days after the GIA Effective Date
10	Obtain Governmental Authorizations (as necessary).	As necessary	As required
11	Provide draft Shared Network Upgrade Agreements for Shared Network Upgrades to Interconnection Customer.	Transmission Provider	As required
12	Execute TSMO Shared Network Upgrade Agreement for Appendix A, Item 2.(d).	Interconnection Customer	Within ten (10) Business Days after receiving the final version of the Shared Network Upgrade Agreement from Transmission Provider
13	Execute Transmission Owner's Shared Network Upgrade Agreement for Appendix A, Item 2.(d).	Interconnection Customer	Within ten (10) Business Days after receiving the final version of the Shared Network Upgrade Agreement from Transmission Provider
14	Provide written authorization to proceed with design, procurement, and construction of Transmission Owner Interconnection Facilities and all Network Upgrades listed in Appendix A, Item(s) 1.(b) and 2.(b) to be constructed by Transmission Owner per Article 5.5.2.	Interconnection Customer	10/01/2024
15	Provide payment to Transmission Owner in the amount of \$3,504,000 for design, procurement, construction, and coordination of the Interconnection Facilities and all Network Upgrades listed in Appendix A, Item(s) 1.(b) and 2.(b).	Interconnection Customer	10/01/2025
16	Provide payment for Shared Network Upgrades listed in Appendix A Item 2.(d) pursuant to the terms of the Shared Network Upgrade Agreement.	Interconnection Customer	As required
17	Complete Transmission Owner Interconnection Facilities identified in Appendix A, Item 1.(b).	Transmission Owner	01/31/2028

18	Complete Non-Shared Network Upgrades constructed by Transmission Owner listed in Appendix A, Item 2.(b).	Transmission Owner	01/31/2028
19	Complete Shared Network Upgrades constructed by Transmission Owner listed in Appendix A, Item 2.(d).	As necessary	Pursuant to the terms of the applicable Shared Network Upgrade Agreement
20	Complete Shared Network Upgrades constructed by TSMO listed in Appendix A, Item 2.(d).	As necessary	Pursuant to the terms of the applicable Shared Network Upgrade Agreement
21	Execute an Agreement with Affected System to construct the Affected System Upgrades listed in Appendix A, Item 2.(f). To the extent the Affected System network upgrades are not placed in service prior to the Commercial Operation date of the Generating Facility, the Generating Facility may be subject to Limited Operations.	Interconnection Customer	Within 90 days of an Affected System tendering an Affected System Facility Construction Agreement
22	Interconnection Customer to complete registration of the Generating Facility as a market asset in the Transmission Provider's Integrated Marketplace in accordance with Attachment AE of the Tariff and the Transmission Provider's Market Protocols and notify Transmission Owner Operational Contact(s) listed in Appendix F.	Interconnection Customer (if applicable)	Registration process must be completed prior to energization of the interconnection and applicable resources for either generation testing or commercial operation
23	Energization of Interconnection Customer's Interconnection Facilities.	Interconnection Customer	02/28/2028
24	If data from Milestone 8 has changed, submit Transmission Owner's Interconnection Facilities and Network Upgrade information to Transmission Provider's MOD-032-1 Model On Demand Database and EDST for "as built" facilities.	Transmission Owner	Within 120 Calendar Days before Initial Synchronization Date

25	If data from Milestone 9 has changed, submit Interconnection Customer's required power flow, short circuit, and dynamic generating facilities modeling data to Transmission Provider's MOD-032-1 Model On Demand Database and EDST for "as built" facilities pursuant to NERC standard MOD-032-1 and in accordance with Transmission Provider MDWG manual requirements.	Interconnection Customer [Note 1]	Within 120 Calendar Days before Initial Synchronization Date
26	Provide to Transmission Provider updated project design per Article 5.10.4.	Interconnection Customer	Six (6) months prior to Initial Synchronization Date
27	Submit Dynamic Model Characteristic Updates pursuant to NERC standards IRO-010 and TOP-003 and in accordance with Required Data Specification for the Transmission Provider Reliability Coordinator and the Transmission Provider Balancing Authority in the Eastern Interconnection. (EngModelChanges@spp.org)	Interconnection Customer	Thirty (30) Calendar Days prior to Initial Synchronization Date
28	Initial Synchronization Date.	Interconnection Customer	03/15/2028
29	Begin trial operation & testing per Article 6.1.	Interconnection Customer and Transmission Owner	03/31/2028
30	Provide to Transmission Provider as-built design per Article 5.10.5.	Interconnection Customer	Prior to Commercial Operation Date, or as soon as possible thereafter
31	Submit Dynamic Model Characteristic Updates pursuant to NERC standards IRO-010 and TOP-003 and in accordance with Required Data Specification for the Transmission Provider Reliability Coordinator and the Transmission Provider Balancing Authority in the Eastern Interconnection. (EngModelChanges@spp.org)	Interconnection Customer	Within thirty (30) Calendar Days of updated information being determined
32	Commercial Operation Date. Commercial Operation Date for full Interconnection Service is achievable after completion of Appendix A Item(s) 1.(b), 1.(c), 2.(b), 2.(c), 2.(d), 2.(e), and 2.(f) upgrades (if applicable).	Interconnection Customer	06/30/2028 (must be no earlier than completion of all required upgrades)

33	Final accounting of costs incurred by Transmission Owner for Transmission Owner's Interconnection Facilities and Network Upgrades constructed by Transmission Owner as per Article 12.2. Interconnection Customer responsible for actual costs identified in Appendix A.	Transmission Owner	Within six (6) months following completion of Transmission Owner's Interconnection Facilities and Network Upgrades
34	Payment of any balance due, based on final accounting of costs.	Interconnection Customer, Transmission Provider or Transmission Owner, as applicable	Two (2) months following completion of final accounting of costs for Transmission Owner's Interconnection Facilities
35	Release Letter of Credit and/or unused deposits held (if applicable).	Transmission Provider	Within one (1) month following Commercial Operation Date
36	Provide Transmission Provider with summary of date and amount of each payment for Network Upgrades per Article 12 required in order to accurately implement Article 11.5.	Interconnection Customer	Within one (1) month following payment of Final invoice

Note 1 - If agreed upon by Interconnection Customer and Transmission Owner, the Designating MOD-032-1 Data Submittal Assignment Letter in Transmission Provider's Model Development Working Group (MDWG) [manual](#) Appendix III can be executed for coordinating data owner and data submitting responsibilities.

APPENDIX C TO GIA

Interconnection Details

This Appendix C is an integral part of this Agreement among the Interconnection Customer, Transmission Provider and Transmission Owner.

1. Description of Generating Facility:

Interconnection Customer's Generating Facility will consist of seventeen (17) 2.9 MW Inverters (PE FP3510M integrated skid) for a total generating nameplate of 49.3 MW. The inverters will be equipped with the manufacturer's low voltage ride-through package to meet the requirements of Appendix G. The Interconnection Customer is required to maintain a composite power delivery at a continuous rated power output at the high-side of the generator substation at a power factor within the range of 0.95 leading to 0.95 lagging in accordance with FERC Order 827. Additionally, the Interconnection Customer will be required to install any equipment necessary to meet the voltage schedule requirements in Article 9.6.2 of this Agreement.

2. Point of Change of Ownership:

Refer to Appendix A, Section 8 for Point of Change of Ownership.

3. Point of Interconnection:

Refer to Appendix A, Section 9 for Point of Interconnection.

4. Transmission Owner Specific Interconnection Requirements:

The unique requirements of each generation interconnection will dictate the establishment of mutually agreeable interconnection guidelines that further define the requirements of this Agreement. The interconnection guidelines will address, but not be limited to, the following:

(a) Auxiliary Power;

Interconnection Customer will arrange for auxiliary power as allowed, for periods when the Generating Facility is not generating.

(b) Capacity determination and verification (including ancillary services and certification);

If Interconnection Customer seeks to provide ancillary services, Interconnection Customer will obtain certification under the requirements of the Transmission Provider.

(c) Data reporting requirements;

As required by NERC Operating Policies, Transmission Provider Criteria, Transmission Provider Integrated Marketplace Protocols, applicable Balancing

Authority, and responsible reliability entities. The Interconnection Customer shall provide total production (instantaneous and integrated real and reactive power) data to the Transmission Owner as mutually agreed between the Transmission Owner and the Interconnection Customer. In no case shall the Transmission Owner be required to provide real-time or integrated total production data or operating data to any party other than the Transmission Provider and the Balancing Authority. Furthermore, the Transmission Owner shall have no obligation to provide any data related to customer-specific allocation of real or reactive power production data to any customers of the Interconnection Customer or any other party.

The Interconnection Customer shall make other operating data available to the SCADA system of the Transmission Owner, utilizing the communications channel connecting the Interconnection Customer's Interconnection Facilities to the Transmission Owner's Interconnection Facilities. Such operating data shall include the status of the transformer breaker(s), transmission level and collector level bus voltages, and the status of any other reactive device switching equipment located at the Interconnection Customer's Interconnection Facilities.

As the owner and operator of the wind generating facility, the Interconnection Customer shall register with NERC as a generation owner and generation operator as applicable, and comply with all NERC planning and operating criteria and Transmission Provider Criteria.

(d) Grounding Requirements;

Interconnection Customer shall tie the ground for its transmission line to the ground grid of the Transmission Owner's Point of Interconnection substation at a point provided by the Transmission Owner.

(e) Maintenance and Testing;

Transmission Owner will provide Interconnection Customer 14 days notice for planned maintenance and testing that will affect the ability of the generator to remain interconnected to the transmission system. For emergency maintenance and testing, the Transmission Owner will provide notice as soon as the Owner is aware of the need for the emergency maintenance and testing. The Interconnection Customer will provide the Transmission Owner 14 days notice of an outage of the Interconnection Customer facilities that will require electrical clearance at the Interconnection Facility. In the event of the need for an emergency outage of the Generator Facilities, the Interconnection Customer will provide the Transmission Owner notice of the need for electrical clearance as soon as the Interconnection Customer is aware of the need for the outage. Nothing in this paragraph prohibits the Transmission Owner or the Interconnection Customer from opening their respective connection facilities without notice in the event of an Emergency Condition.

(f) Provision of ancillary services;

Nothing in this Agreement should be construed as obligating Transmission Owner to provide Ancillary Services to Interconnection Customer. Ancillary Services necessary to deliver the energy produced by the Generator Facilities over the Transmission

System, if any, will be provided to Interconnection Customer or any entity purchasing or otherwise acquiring energy generated by the Generator Facilities pursuant to the provisions of the Transmission Provider's Open Access Transmission Tariff or any successor tariff.

(g) Modeling Requirements;

In accordance with Article 5.10.4, the Interconnection Customer agrees to provide updated available detailed wind turbine/generator (individually) models for system planning studies (dynamic, stability, switching, short circuit) to the Transmission Owner 180 days prior to the Initial Synchronization Date set forth in Appendix B Milestones. Interconnection Customer agrees to provide updated information to the Transmission Owner when such information is available.

(h) Meteorological and Wind Data Requirements;

In accordance with Article 8.4, the Interconnection Customer agrees to provide site specific meteorological information and wind turbine/generator availability and capability to the Transmission Provider and Transmission Owner. The provision of this information will be consistent with the final FERC rule for Docket No. RM10-11-000 and any Transmission Provider RTO adopted rules, process, procedures and criteria including Transmission Provider Integrated Marketplace Protocols. All Transmission Providers, market participants, and Interconnection Customers interconnected to the Transmission System will be expected to meet basic standards for system infrastructure and operational security, including physical, operational, and cyber-security practices.

(i) Wind Generating Facility Output Reduction;

To protect the reliability of the Transmission System, a Generating Facility that is a wind plant shall be capable of reducing its generation output in increments of no more than fifty (50) MW in five (5) minute intervals. The requirements may be met by using: (a) SCADA control of circuit breakers protecting wind farm collector distribution circuits, (b) automatic control of wind turbine power output, or (c) a combination of (a) and (b).

(j) Transmission Owner Specific Interconnection Requirements;

Transmission Owner also maintains its own Facility Connection Requirements with which the Interconnection Customer must comply, including any updates to the requirements up to the Commercial Operation Date. The Transmission Owner Facility Connection Requirements document can be found at the following location: <https://www.independencemo.gov/government/city-departments/power-and-light/transmission-facility-connection-requirements>

(k) Inverter-Based Resource EMT Study Results Mitigations;

If an Electromagnetic Transient Study is determined to be required by the Transmission Provider and the study results reveal an Adverse System Impact to the Transmission System, mitigation(s) shall be the responsibility of the Interconnection Customer and shall be implemented prior to the injection of power into the Transmission System.

(l) Battery Charging and Discharging Power;

The power and energy required for charging the Generating Facility batteries shall be taken at wholesale from the Transmission System. Interconnection Customer will not engage in “Self Charging”* of the Generating Facility batteries unless the Interconnection Customer obtains Transmission Service pursuant to the Tariff prior to charging the Generating Facility batteries from the Transmission System**. The power and energy discharged from the Generating Facility batteries shall be delivered at wholesale to the Transmission System.

* - As defined in Section 1.1 of Attachment AE.

** - See Attachment AE, Section 2.17(2)(e)-(f). Interconnection Customer will submit a Transmission Service Request (“TSR”) or other applicable request under Attachment AQ of the Tariff to effectuate transmission service. Absent Self Charging, no TSR or Attachment AQ study is required.

APPENDIX D TO GIA

Security Arrangements Details

Infrastructure security of Transmission System equipment and operations and control hardware and software is essential to ensure day-to-day Transmission System reliability and operational security. FERC will expect all Transmission Providers, market participants, and Interconnection Customers interconnected to the Transmission System to comply with the recommendations offered by the President's Critical Infrastructure Protection Board and, eventually, best practice recommendations from the electric reliability authority. All public utilities will be expected to meet basic standards for system infrastructure and operational security, including physical, operational, and cyber-security practices.

APPENDIX E TO GIA
Commercial Operation Date

[Date]

Tessie Kentner
Managing Attorney
Southwest Power Pool, Inc.
201 Worthen Drive
Little Rock, AR 72223-4936

City of Independence, Power & Light Department
Engineering Division
17221 E. 23rd Street South
Independence, MO 64057
Attn. Power Engineering Manager

Re: Blue Valley Grid, LLC (GEN-2018-031) Generating Facility

Dear Ms. Kentner and _____:

On **[Date]** Blue Valley Grid, LLC has completed Trial Operation of the Generating Facility. This letter confirms that Blue Valley Grid, LLC commenced Commercial Operation of the Generating Facility, effective as of **[Date plus one day]**. Thank you.

[Signature]

[Interconnection Customer Representative]

APPENDIX F TO GIA

Addresses for Delivery of Notices And Billings

Notices:

Transmission Provider:

Tessie Kentner
Managing Attorney
Southwest Power Pool, Inc.
201 Worthen Drive
Little Rock, AR 72223-4936
Phone: 501-688-1782
Email: legalnotices@spp.org

Transmission Owner:

City of Independence, Power & Light Department
Engineering Division
Attn. Power Engineering Manager
17221 E. 23rd Street South
Independence, MO 64057
Phone: 816-325-7468
Email: mkrysa@indepmo.org; rstillwell@indepmo.org

Interconnection Customer:

Blue Valley Grid, LLC
988 Howard Ave. Ste. 200
Burlingame, CA, 94010
Phone: (650) 744-2100
Email: contracts@eolianenergy.com

Billings and Payments: [Specify addresses for construction invoices, O&M invoices and settlement of ancillary services]

Transmission Provider:

Mitch Jackson
Sr. Tariff Services Specialist
Southwest Power Pool, Inc.
201 Worthen Drive
Little Rock, AR 72223-4936
Phone: 501-614-3542
Email: mjackson@spp.org

Transmission Owner:

City of Independence, Power & Light Department
Attn. Power Engineering Manager
Engineering Division
17221 E. 23rd Street South
Independence, MO 64057
Phone: 816-325-7468
Email: mkrysa@indepmo.org; rstillwell@indepmo.org

Interconnection Customer:

Blue Valley Grid, LLC
988 Howard Ave. Ste 200
Burlingame, CA, 94010
Phone: (650) 744-2100
Email: contracts@eolianenergy.com

Alternative Forms of Delivery of Notices (telephone, facsimile or email):

Transmission Provider:

Tessie Kentner
Managing Attorney
Southwest Power Pool, Inc.
201 Worthen Drive
Little Rock, AR 72223-4936
Phone: 501-688-1782
Email: legalnotices@spp.org

Transmission Owner:

City of Independence, Power & Light Department
Engineering Division
Attn. Power Engineering Manager
17221 E. 23rd Street South
Independence, MO 64057
Phone: 816-325-7468
Email: mkrysa@indepmo.org; rstillwell@indepmo.org

Interconnection Customer:

Blue Valley Grid, LLC
988 Howard Ave. Ste. 200
Burlingame, CA, 94010
Phone: (650) 744-2100

Email: contracts@eolianenergy.com

Operational Communications: [Identify contacts for operations]

Transmission Provider:

Bruce Rew
Sr. Vice President, Operations
Southwest Power Pool, Inc.
201 Worthen Drive
Little Rock, AR 72223-4936
Phone: 501-614-3214

Transmission Owner:

City of Independence, Power & Light Department
Engineering Division
Attn. Power Engineering Manager
17221 E. 23rd Street South
Independence, MO 64057
Phone: 816-325-7468
Email: mkrysa@indepmo.org; rstillwell@indepmo.org

Interconnection Customer:

Blue Valley Grid, LLC
988 Howard Ave. Ste 200
Burlingame, CA, 94010
Phone: (650) 744-2100
Email: contracts@eolianenergy.com

Engineering Modeling Data: [Identify contacts for MOD-032]

Transmission Provider:

Engineering Modeling Department
Southwest Power Pool, Inc.
201 Worthen Drive
Little Rock, AR 72223-4936
Email: SPPEngineeringModeling@spp.org

Interconnection Customer:

Blue Valley Grid, LLC
988 Howard Ave. Ste 200
Burlingame, CA, 94010

Phone: (650) 744-2100
Email: contracts@eolianenergy.com

Dynamic Model Characteristic Updates: [Identify contacts for IRO-010 and TOP-003]

Reliability Coordinator and Balancing Authority:

Southwest Power Pool, Inc.
201 Worthen Drive
Little Rock, AR 72223-4936
Email: EngModelChanges@spp.org

Interconnection Customer:

Blue Valley Grid, LLC
988 Howard Ave. Ste 200
Burlingame, CA, 94010
Phone: (650) 744-2100
Email: contracts@eolianenergy.com

APPENDIX G TO GIA

Requirements Of Generators Relying On Newer Technologies

Appendix G sets forth requirements and provisions specific to a wind generating plant. All other requirements of this GIA continue to apply to wind generating plant interconnections.

A. Technical Standards Applicable to a Wind Generating Plant

i. Low Voltage Ride-Through (LVRT) Capability

The following reactive power requirements apply only to a newly interconnecting wind generating plant that has executed a facilities study agreement as of September 21, 2016. A wind generating plant to which this provision applies shall be able to remain online during voltage disturbances up to the time periods and associated voltage levels set forth in the standard below. The LVRT standard provides for a transition period standard and a post-transition period standard.

Transition Period LVRT Standard

The transition period standard applies to wind generating plants subject to FERC Order 661 that have either: (i) interconnection agreements signed and filed with the Commission, filed with the Commission in unexecuted form, or filed with the Commission as non-conforming agreements between January 1, 2006 and December 31, 2006, with a scheduled in-service date no later than December 31, 2007, or (ii) wind generating turbines subject to a wind turbine procurement contract executed prior to December 31, 2005, for delivery through 2007.

1. Wind generating plants are required to remain in-service during three-phase faults with normal clearing (which is a time period of approximately 4 – 9 cycles) and single line to ground faults with delayed clearing, and subsequent post-fault voltage recovery to prefault voltage unless clearing the fault effectively disconnects the generator from the system. The clearing time requirement for a three-phase fault will be specific to the wind generating plant substation location, as determined by and documented by the transmission provider. The maximum clearing time the wind generating plant shall be required to withstand for a three-phase fault shall be 9 cycles at a voltage as low as 0.15 p.u., as measured at the high side of the wind generating plant step-up transformer (i.e. the transformer that steps the voltage up to the transmission interconnection voltage or “GSU”), after which, if the fault remains following the location-specific normal clearing time for three-phase faults, the wind generating plant may disconnect from the transmission system.

2. This requirement does not apply to faults that would occur between the wind generator terminals and the high side of the GSU or to faults that would result in a voltage lower than 0.15 per unit on the high side of the GSU serving the facility.
3. Wind generating plants may be tripped after the fault period if this action is intended as part of a special protection system.
4. Wind generating plants may meet the LVRT requirements of this standard by the performance of the generators or by installing additional equipment (e.g., Static var Compensator, etc.) within the wind generating plant or by a combination of generator performance and additional equipment.
5. Existing individual generator units that are, or have been, interconnected to the Transmission System at the same location at the effective date of the Appendix G LVRT Standard are exempt from meeting the Appendix G LVRT Standard for the remaining life of the existing generation equipment. Existing individual generator units that are replaced are required to meet the Appendix G LVRT Standard.

Post-transition Period LVRT Standard

All wind generating plants subject to FERC Order No. 661 and not covered by the transition period described above must meet the following requirements:

1. Wind generating plants are required to remain in-service during three-phase faults with normal clearing (which is a time period of approximately 4 – 9 cycles) and single line to ground faults with delayed clearing, and subsequent post-fault voltage recovery to prefault voltage unless clearing the fault effectively disconnects the generator from the system. The clearing time requirement for a three-phase fault will be specific to the wind generating plant substation location, as determined by and documented by the transmission provider. The maximum clearing time the wind generating plant shall be required to withstand for a three phase fault shall be 9 cycles after which, if the fault remains following the location-specific normal clearing time for three-phase faults, the wind generating plant may disconnect from the transmission system. A wind generating plant shall remain interconnected during such a fault on the transmission system for a voltage level as low as zero volts, as measured at the high voltage side of the wind GSU.
2. This requirement does not apply to faults that would occur between the wind generator terminals and the high side of the GSU.

3. Wind generating plants may be tripped after the fault period if this action is intended as part of a special protection system.
4. Wind generating plants may meet the LVRT requirements of this standard by the performance of the generators or by installing additional equipment (e.g., Static var Compensator) within the wind generating plant or by a combination of generator performance and additional equipment.
5. Existing individual generator units that are, or have been, interconnected to the Transmission System at the same location at the effective date of the Appendix G LVRT Standard are exempt from meeting the Appendix G LVRT Standard for the remaining life of the existing generation equipment. Existing individual generator units that are replaced are required to meet the Appendix G LVRT Standard.

ii. Power Factor Design Criteria (Reactive Power)

A wind generating plant shall maintain a power factor within the range of 0.95 leading to 0.95 lagging, measured at the Point of Interconnection as defined in this GIA, if the Transmission Provider's System Impact Study shows that such a requirement is necessary to ensure safety or reliability. The power factor range standard can be met by using, for example, power electronics designed to supply this level of reactive capability (taking into account any limitations due to voltage level, real power output, etc.) or fixed and switched capacitors if agreed to by the Transmission Provider, or a combination of the two. The Interconnection Customer shall not disable power factor equipment while the wind plant is in operation. Wind plants shall also be able to provide sufficient dynamic voltage support in lieu of the power system stabilizer and automatic voltage regulation at the generator excitation system if the System Impact Study shows this to be required for system safety or reliability.

iii. Supervisory Control and Data Acquisition (SCADA) Capability

The wind plant shall provide SCADA capability to transmit data and receive instructions from the Transmission Provider to protect system reliability. The Transmission Provider and the wind plant Interconnection Customer shall determine what SCADA information is essential for the proposed wind plant, taking into account the size of the plant and its characteristics, location,

and importance in maintaining generation resource adequacy and transmission system reliability in its area.

BILL NO. 24.727

RESOLUTION NO. 7010

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INDEPENDENCE, MISSOURI, TO AUTHORIZE THE CITY MANAGER TO SIGN THE GENERATOR INTERCONNECTION AGREEMENT (“GIA”) BETWEEN SOUTHWEST POWER POOL (“SPP”), BLUE VALLEY GRID, LLC (“INTERCONNECTION CUSTOMER”), AND THE CITY, TO AUTHORIZE THE APPROPRIATION OF THE ESTIMATED \$4.4 MILLION FOR THE PURPOSE OF PAYING THE COSTS FOR THE ENGINEERING, PROCUREMENT, AND CONSTRUCTION OF THE FACILITIES AT SUBSTATION A, AND TO RECOGNIZE THAT THE COSTS EXPENDED BY THE CITY FOR ENGINEERING, PROCUREMENT, AND CONSTRUCTION OF THE FACILITIES WILL BE RECOVERED THROUGH SPP’S FERC-APPROVED TARIFF AND REIMBURSED TO THE CITY.

WHEREAS, the Interconnection Customer submitted a request in 2018 to SPP to build a 50 MW battery installation that would connect to City’s transmission facilities at Substation A; and

WHEREAS, the Interconnection Customer would fully own and operate the battery installation that would be connected to and interact directly with SPP with an expected commercial operation date of June 30, 2028; and

WHEREAS, SPP has determined that specific facilities are required to be constructed by the City at Substation A to enable the Interconnection Customer to fully interconnect and integrate with the SPP system; and

WHEREAS, the City will be required to appropriate and expend funds for the engineering, procurement, and construction of those necessary facilities, estimated to cost \$4.4 million, at Substation A to allow the Interconnection Customer to connect to and integrate with SPP’s system through the City’s transmission facilities; and

WHEREAS, the costs expended by the City for engineering, procurement, and construction of those facilities will be recovered through SPP’s FERC-approved tariff and reimbursed to the City.

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

SECTION 1. APPROVAL OF THE AGREEMENT. The City Manager is hereby authorized, on behalf of the City, to execute the GIA between SPP, Interconnection Customer, and the City.

SECTION 2. APPROVAL OF EXPENDITURES. The City expects to make capital expenditures after the date of this Resolution in connection with the engineering, procurement, and construction of the facilities at Substation A, estimated to cost \$4.4 million. The costs expended by the City for engineering, procurement, and construction of the facilities will be recovered through SPP's FERC-approved tariff and reimbursed to the City.

SECTION 3. FURTHER AUTHORITY. IPL is hereby authorized, empowered, and directed to approve and authorize any other actions and documents as may be necessary or desirable to complete the construction of the facilities authorized by this Resolution. IPL is authorized, empowered, and directed to do all such acts and things and to execute, acknowledge, and deliver all such documents as may be deemed necessary or desirable to carry out and comply with the terms and provisions of this Resolution; and all of the acts of IPL that are performed in conformity with the intent and purposes of this Resolution, whether heretofore or hereafter taken or done, shall be the same as are hereby in all respects ratified, confirmed, and approved.

SECTION 4. EFFECTIVE DATE. This Resolution shall be in full force and effect from and after the date of its passage, unless subsequently amended or repealed.

PASSED THIS 20th DAY OF May, 2024, BY THE CITY COUNCIL
OF THE CITY OF INDEPENDENCE, MISSOURI.



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

ATTEST:

Sharonne Hollenbeck
City Clerk



APPROVED AS TO FORM AND LEGALITY:

J. M. C.
City Counselor

GIA with
Southwest Power Pool
5/20/24 SH

REVIEWED BY:



City Manager

[Remainder of this page intentionally left blank]

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

24-728 A resolution authorizing an agreement with the Fraternal Order of Police, Lodge # 1, For the term of July 1, 2024 through June 30, 2028 **APPROVED Res. No. 7011**

Recommendations:

Staff recommends approval of the resolution authorizing an agreement with the Fraternal Order of Police, Lodge # 1 in substantially the same form as presented.

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

Department / Contact	Police Department /
---------------------------------	---------------------

REVIEWERS

Dennea Leap
Adam Dustman
Jeremy Cover
Meagan Borth
Zachary Walker
Susanne Holland

ATTACHMENTS:

1. Resolution for FOP Contract 2024-2028
2. Independence FOP Final
3. Copy of Bargaining Unit Wage Scales 5-15-2024

BILL NO. _____

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING AN AGREEMENT WITH THE FRATERNAL ORDER OF
POLICE (FOP), LODGE 1, FOR THE TERM OF JULY 1, 2021, THROUGH JUNE 30, 2028

WHEREAS, an Agreement with the Fraternal Order of Police (FOP), Lodge No. 1, has been negotiated by the City Manager and representatives for the Fraternal Order of Police (FOP), Lodge No. 1; and,

WHEREAS, the City Council deems it advisable to adopt said Agreement for the time period from July 1, 2024 through June 30, 2028.

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

SECTION 1. That the Agreement with the Fraternal Order of Police (FOP), Lodge No. 1, for the time period from July 1, 2024 through June 30, 2028, shall be and the same is hereby adopted and the City Manager is authorized to execute multiple copies of same, a copy of said Agreement being attached hereto, incorporated by reference thereto, and made a part hereof as though fully set out herein.

PASSED THIS 20th DAY OF MAY, 2024, BY THE CITY COUNCIL OF THE CITY OF INDEPENDENCE, MISSOURI.

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

ATTEST:

City Clerk

APPROVED AS TO FORM AND LEGALITY:

City Counselor

REVIEWED BY:

City Manager

**City of Independence, Missouri
Police Department
&
Fraternal Order of Police
Lodge No.1**

Work Agreement

Effective July 1, 2024 through June 30, 2028

Approved by the Council on

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ARTICLE 1 - RECOGNITION

The City of Independence, MO (hereinafter the “City”) and the Police Department of the City of Independence, MO (hereinafter the “Department”) recognize and acknowledge the Independence Fraternal Order of Police, Lodge #1 (hereinafter the “Lodge”) as the representative for police officers, master police officers, detectives, police records technicians, property control technicians, detention officers, detention supervisors, crime scene investigators, parking enforcement officers and sergeants employed by the Department, for the purpose of meeting and conferring pursuant to Resolution No 4398.

The City and the Department shall not contract with or make any agreements with any individual or group of bargaining unit members in matters of pay, hours of work, or other conditions or any matters which are the subject of any provision of the contract unless such has been agreed to in writing and in advance by the Lodge.

ARTICLE 2 - LODGE STATUS AND RIGHTS

Section 1. Right of Organization. Bargaining unit members shall have the right to join, or decline to join, and participate in the Lodge.

Section 2. Right of Representation. Bargaining unit members shall have the right to be represented by the Lodge to meet and confer with the City in the determination of their conditions of employment, and the administration of grievances for the purpose of administering this Agreement.

Section 3. Dues Deductions. The City agrees to deduct dues from the wages of Lodge Members who voluntarily provide the City with a written authorization. This will stay in effect until the Lodge Member gives written notification to both the Lodge and the City, thirty (30) calendar days in advance of termination of paid dues. The City will be afforded thirty (30) calendar days lead time from the date of a written notice from the Lodge of any dues increase before it is obligated to deduct said dues increase.

Section 4. Lodge Business. Lodge Representatives shall be paid at their regular scheduled rate for scheduled time lost while attending meetings with the City. In addition, five (5) Lodge Representatives shall be paid for their scheduled time lost while attending meetings with City representatives for the purpose of negotiating the renewal of the Work Agreement.

Section 5. Bulletin Board. The City agrees to furnish space in the Ground Floor Squad Room for suitable Lodge furnished Bulletin Board. This bulletin board is for use by the Lodge only.

Section 6. FOP Bank of Hours. The FOP will be given a bank of two hundred (200) paid leave hours for its Officers, Executive Board Members, Stewards, and negotiation team members, all of whom must be bargaining unit members, to attend training, seminars and national and state conferences, participating in disaster relief deployments (DART) and any other activity approved by the Chief or his designee. All time used under this section shall be pre-approved by the Chief or his or her designee. Employees wishing to use FOP hours shall submit a request to the Chief or his designee at least fourteen (14) calendar days’ in advance of the requested use. The hours will be equitably used between the above-listed members, with the understanding that some training, negotiations, or other FOP business will be conducted on the employee’s own time. It is the Union’s responsibility to manage the use of FOP Time. Because such activities are for the benefit of the FOP and its members, time spent on these activities shall not constitute hours worked for the purpose of calculating overtime.

Section 7. Attendance at Meetings while on duty.

FOP representatives who are on duty and who serve as Lodge representatives shall remain in paid status for all time spent attending labor management meetings, grievance meetings, and representing employees during investigatory interviews. FOP members may also be permitted by their supervisors to attend the monthly FOP general membership meeting while on duty, subject to recall and manpower permitting.

ARTICLE 3 - MANAGEMENT RIGHTS

The City possesses the sole right to operate and manage the Department. Without limiting the generality of the forgoing, the City possesses and retains the right to:

1. determine the mission of the Department;
2. direct the working forces;
3. hire, assign, promote, transfer, or lay off bargaining unit members;
4. determine the methods, means, number of personnel, number of job classifications, job duties, equipment and supplies needed to carry out the mission of the Department;
5. discipline or discharge for just cause;
6. change existing methods, procedures, policies, orders, or facilities;
7. take whatever other actions may, in its judgment, be necessary to carry out the mission of the Department.

It is the intent of the City to meet and confer with the Lodge regarding matters, which affect bargaining unit personnel. The parties recognize that such action is not required by law and is purely voluntary on the part of the City. [TA]

The Lodge will attempt to resolve any issue involving the Department by discussion with the Chief before making any public statement or involving personnel outside the Department.

It is the intent of both parties that the recognition of the Lodge will facilitate the resolution of issues that may arise within the Department in a prompt and amicable manner. The Lodge agrees that in the event of any dispute or difference, it may have with the Department or any member of management during the term of this Agreement, the Lodge shall attempt to resolve the matter through the grievance procedure set forth herein.

The parties recognize that Sergeants under departmental direction exercise a degree of supervisory authority and the Lodge agrees that no attempt shall be made to influence Sergeants in the exercise of their supervisory authority.

ARTICLE 4 - PROBATIONARY BARGAINING UNIT MEMBERS

Section 1. Officers. New officers shall be considered probationary officers for the first twelve (12) months after their date of commission. Any interruption of employment (leave, sickness, injury, etc.) during the probationary period in excess of seven (7) working days shall not be counted as part of the probationary period. Probationary

officers shall not accrue seniority until the completion of their probationary period. Upon completion of the probationary period, the officers' seniority date will be measured from their date of commission as provided in Article 5.

Section 2. Civilians. New civilian bargaining unit members shall be considered probationary employees for the first six (6) months of their employment. Any interruption of employment (leave, sickness, injury, etc.) during the probationary period in excess of seven (7) working days shall not be counted as part of the probationary period. Upon completion of the probationary period, the civilian bargaining unit member's seniority date will be measured from their date of hire as provided in Article 5.

Section 3. Sergeants Promotion. An officer promoted to Sergeant shall be on probation for the first twelve (12) months of service in the higher rank. During the probationary period, Sergeants may be demoted to their former rank by the Chief. Any Sergeant who is demoted shall be notified, in writing, by the Chief, of the reasons for the demotion, with a copy sent to the Lodge. No officer shall be demoted for arbitrary or discriminatory reasons.

ARTICLE 5 - SENIORITY

Section 1. Officers (General). Seniority shall be measured by continuous service as a sworn police officer, in the Department from the date of commission by the City of Independence, unbroken other than by vacation, military leave, or other authorized leaves of absence of less than ninety (90) calendar days.

Seniority shall be broken by discharge, resignation, retirement, permanent disability, or leaves of absence of ninety (90) calendar days or more, or layoff of twelve (12) months or more. There shall be no break in seniority when the bargaining unit member is on extended medical, disability or injury leave as described in Article 18, of this Agreement, but seniority shall be broken if said leave is not extended. In cases of a break in seniority caused by leaves of absence of ninety (90) calendar days or more, seniority shall be reduced only by the number of days in excess of ninety (90) calendar days for leaves of absence. In cases of disputes concerning seniority, the Department's records shall govern. The seniority of officers who have the same date of commission shall be established by the individual officer's date of hire. In cases where the date of hire with the Department and the date of commission are the same, seniority shall be established by the individual officer's ranking on the Department's hiring eligibility list.

Section 2. Specialized Assignments. Specialized assignment seniority shall be measured by time spent in a particular specialized assignment. Time spent in other specialized assignments, even within the same division, shall not be counted towards seniority in the current specialized assignment.

Section 3. Supervisors. Seniority for sergeants shall be measured by time in grade based on the date of promotion. If time in grade is equal, then the ranking on the applicable eligibility list, from which they were promoted, will control.

Section 4. Civilians. Seniority for civilian bargaining unit members shall be measured by continuous service in their current position within the Department from the date of last hire, unbroken other than by vacation, military leave, or other authorized leaves of absence of less than ninety (90) calendar days. Seniority shall be broken by discharge for just cause, resignation, retirement, permanent disability, or leaves of absence of ninety (90) calendar days or more, or layoff of twelve (12) months or more. There shall be no break in seniority when the bargaining unit member is on extended medical, disability or injury leave, but seniority shall be broken if said leave is not extended. In cases of a break in seniority caused by leaves of absence of ninety (90) calendar days

or more, seniority shall be reduced only by the number of days in excess of ninety (90) calendar days for leaves of absence. In cases of disputes concerning seniority, the Department's records shall govern.

The seniority of civilian bargaining unit members who were hired for the same job classification on the same date shall be established by the individuals' date of hire with the Department. In cases where the date of hire for the job classification and date of hire with the Department are the same, then seniority shall be established by the individual bargaining unit member's ranking on the Department's hiring eligibility list.

Section 5. Reduction in Force. In the event of a reduction in force, if skill, ability, and dependability are relatively equal, seniority will be the determining factor in selecting the officers and civilian bargaining unit members to be laid off with those bargaining unit members' with the least seniority being the first to be laid off. Officers and civilian bargaining unit members will be recalled to duty in reverse order of their layoff.

Section 6. Roster. The Lodge will be provided with an up-to-date seniority roster containing names, length of service (time in grade for Sergeants), unit and rank of each officer, and unit and job classification of each civilian represented by the Lodge. This seniority roster shall be provided to the Lodge and will be posted no later than fifteen (15) calendar days prior to the opening of the shift preferences period in September.

In the event an officer or a civilian believes an error has been made as to their position on the seniority roster, they shall have ten (10) calendar days after the roster is posted to file their protest, in writing, with the Chief, through the Lodge.

Section 7. Rehires. Bargaining unit members who have resigned and are rehired will have their department seniority adjusted in the same manner as a leave of absence in excess of ninety (90) calendar days or more. This also applies to bargaining unit members returning to their original classification from different City classifications outside of the bargaining unit. This provision only applies to bargaining unit member's seniority and no other benefits unless specifically mentioned within either the City Policies and Procedures or this Agreement.

ARTICLE 6 - HOURS OF WORK

Section 1. General. For purposes of this Agreement, a workday shall be the twenty-four (24) hour period beginning at 12:00 Midnight. The normal workday schedule may consist of eight (8), ten (10) or twelve (12) hour shifts. The regular work week shall begin at 12:01 a.m. on Sunday ending on the following Saturday at midnight. The City agrees to pay all bargaining unit members every two weeks.

The scheduled workday for bargaining unit members at the signing of this Work Agreement, will remain in effect for the duration of this document, unless it is modified in conformity with the following. If the City desires to make any proposed changes in the scheduled work day, it will first request to have such proposed changes reviewed by the Joint Standing Committee on hours of work, as established in Article 11, Section 4, below. Said committee shall study the matter, doing whatever investigative and other work it deems appropriate, and shall make a written recommendation to the City and the Lodge, within forty-five (45) calendar days of the request from the City. If, after receipt of this report, the City still desires to make the proposed changes, the City will provide sixty (60) calendar days' notice of its intent to change the scheduled work day and will negotiate with the Lodge during that sixty (60) calendar day period over the proposed changes. If a mutual agreement is not reached, any changes in the work day will not be effective until (60) calendar days after the notice was first given.

Section 2: Emergency Schedule Changes. In the event of a City-wide emergency as declared by the Mayor or City Manager, the Police Chief may alter work schedules as needed for the duration of the emergency. Should this become necessary, the Chief will consult in good faith with the President of the Lodge before implementing any change.

Section 3. Meal Periods and Coffee Breaks. Each bargaining unit member shall be allowed a paid meal period of thirty (30) minutes per tour of duty, subject to work load. These meal periods will not be taken during the first or last hour of work. During the meal period, a bargaining unit member will be subject to priority calls only. Subject to supervisor approval, the dispatcher will advise officers and crime scene unit personnel when they can take their meal breaks. Administrative personnel and those bargaining unit members temporarily assigned as administrative personnel will have a one (1) hour unpaid lunch break. Officers and lab personnel will be allowed to take two (2) work breaks up to fifteen (15) minutes each, while in-service, but subject to priority “1” through priority “4” calls, as long as they maintain contact with the dispatcher. Bargaining unit members covered by this agreement shall not be allowed to accumulate break time from one day to the next.

Section 4. Holidays.

- A. General Provisions: The following days are designated as legal holidays by City Council. When a designated holiday falls on Sunday, the following Monday will be observed as the holiday; when a holiday falls on a Saturday, the preceding Friday will be observed as the holiday. Employees required to work in excess of eight hours per day will be granted holiday pay equal to the number of hours required to work. An employee who voluntarily works a flexible schedule with hours exceeding eight hours per day will be granted a maximum of ninety-six hours annually or eight hours per holiday. Such employees may supplement their days off using accrued vacation leave, personal business, or compensatory time.

New Year’s Day	Labor Day
Martin Luther King, Jr. Birthday	Veteran’s Day
Truman’s Birthday	Thanksgiving
Memorial Day	Day after Thanksgiving Day
Juneteenth	Christmas Eve
Independence Day	Christmas Day

- B. Employees required to work on holidays. Employees with rotating days of work that include Saturday or Sunday will observe the actual holiday. Employees with regularly scheduled days of work from Monday through Friday will follow observed holidays in the same manner as administrative personnel. Regular non-exempt employees required to work on an actual or observed holiday (whichever applies to them, but not both) will be compensated at the overtime rate or receive compensatory time for hours worked, plus receive straight time for the holiday.
- C. Time off by proclamation. In light of the continuous nature of public safety operations, including during celebrations and emergencies, Police Department personnel shall not be entitled to “time off by proclamation” unless the relevant proclamation specifically designates employees in their particular job classification and work assignment as eligible to receive such time off.

- D. Each bargaining unit member shall additionally have one floating holiday to be scheduled in the same manner as vacation.

Section 5. Sick Leave. Sick leave may be accumulated, without limitation, at the rate of eight (8) hours for each calendar month employed. Bargaining unit members employed by the Department on or prior to the fifteenth (15th) of the month shall receive sick leave credit beginning on the first (1st) day of the succeeding month. Sick Leave may be used for the following:

Sick or Disability Leave
Family Medical Leave

Bargaining unit members will notify the on-duty supervisor at least one hour prior to the beginning of their work shift that they wish to use sick leave, unless for good reason such notice cannot be given.

The Department may require any bargaining unit member, whom the Chief of Police concludes may be misusing sick leave, furnish to their supervisor a medical form from a duly licensed physician, dentist or health care provider stating the nature of the illness or injury and the length of time the bargaining unit member will be off work due to the illness or injury.

Section 6. Sick Leave During Vacation. A bargaining unit member may use accumulated sick leave credit for illness or injury while on authorized vacation leave, provided such use would be warranted if the bargaining unit member were not on vacation leave and provided further that a medical form from a duly licensed physician, dentist or health care provider is furnished, upon request, to the Department stating that the bargaining unit member was incapacitated to a degree which would have prohibited performance of normal duties.

Section 7. Retirement or Separation. A bargaining unit member, hired before July 1, 2021 who separates from the service via resignation with proper notice, retirement, death, or layoff, shall be compensated for accumulated sick leave credit as follows:

- 10 through 14 years of service: up to 260 hours
- 14 through 18 years of service: up to 520 hours
- 18 through 21 years of service: up to 780 hours
- 22 or more years of service (or line of duty disability/death): up to 1,040 hours

Payment shall be at the member's rate of pay at the time of separation on an hour-for-hour basis. A bargaining unit member may elect to take this payment in a lump sum on their final paycheck or payment can be made at the equivalent of forty (40) hours per week, via bi-weekly installments until the amount of accumulated sick leave (according to the schedule above) is exhausted, or for a maximum of thirteen (13) pay periods.

Bargaining unit members with less than ten years of service, or who quit without two (2) weeks' notice, or who are terminated for just cause shall not be eligible for this benefit.

Members hired on or after July 1, 2021 shall not be eligible to receive sick leave payout upon separation, for any reason. Sick leave accrual for these employees shall be capped at 1,250 hours.. For these employees, the City will instead make an annual lump sum contribution to the Member's 401a account on July 1 of each fiscal year, as follows:

Sergeant \$575

Police Officer	\$525
Crime Scene Investigator	\$395
Property Control Technician	\$380
Detention Officers	\$375
Detention Supervisors	\$390
Police Records Technician	\$330
Parking Enforcement Officer	\$360

The annual 401a benefit will vest according to the following schedule:

Years of Service	Vesting
0-4	0%
5	50%
6	60%
7	70%
8	80%
9	90%
10+	100%

Employees who experience a duty-related disability or who die while employed by the City shall automatically become fully vested, and shall receive any initial or annual contribution as if they had completed the then-current contract year (i.e. as if they had continued working to the next upcoming July 1 anniversary date).

ARTICLE 7 - WORK ASSIGNMENTS

Section 1. Watch Preference.

All bargaining unit members assigned to uniform patrol shall be assigned their respective shifts and district assignments annually by their respective Commander. Other considerations being equal, such assignments will be made in accordance with seniority. Notice of requests for watch assignment preference shall be posted by September 1.

Patrol Sergeants

- Notice of requests for preference for Patrol Sergeants will start on September 1 and cease September 10. During this bid, Sergeants shall send their request by e-mail to the Patrol Major and Patrol Administrative Assistant, requesting the shift and area of command that they prefer to supervise. E-mail must be time-stamped as received on or before September 10. [TA]
- Within five (5) calendar days after the close of the Sergeants bid, the Sergeants watch assignments will be posted.

Patrol Officers

- Notice of requests for preference for Patrol Officers will be posted on September 15 and cease on September 25.

- Officers shall send their request by e-mail to the Patrol Major and Patrol Administrative Assistant, with a copy to their chain of command listing their 1st, 2nd and 3rd preference for watch assignments. E-mail must be time-stamped as received on or before September 25. [TA]
- The list of watch assignments will be posted on October 1st. Officers shall e-mail their respective Watch Commander with district preference by October 10th.
- The watch rosters will be posted by November 1st.

Bargaining unit members who do not receive their first or second preferences shall, upon written request, be provided the reasons for such denial in writing. Such bargaining unit members shall then have the right to grieve the decision to the City Manager or his or her designee if the denial of preference has been made in an arbitrary or discriminatory manner.

A bargaining unit member who fails to submit a request for watch preference during the appropriate time may be assigned to any watch, based on the decision of the Commander.

Civilian personnel shall be eligible to request shift assignment annually within the job classification to which they are assigned.

Probationary officers and civilians on probation shall be assigned to a shift at the discretion of the Unit Commander. Probationary officers and civilians on probation shall then be assigned a work assignment if necessary, at the discretion of the Shift Commander or their supervisor. They shall not be assigned a work assignment that has been assigned to an employee who has seniority.

Section 2. Specialized Assignments.

Section 2: This Specialized Assignments List includes all bargaining unit members (officers and sergeants) assigned to each:

Special Tactics Unit

Motors
Crash Investigation
Canine
Special Weapons And Tactics (SWAT) (Full-Time and Part Time)
Explosive Ordnance Disposal (EOD) (Part-Time)
Drone (Part-Time)
Negotiator (Part-Time)
Sniper (Part-Time)

Community Engagement Unit

Community Services
CIT Coordinator
School Resource

Criminal Investigations Unit

Property Crimes

Person Crimes
Sex Crimes
Gun Crimes
Regional Computer Forensics Laboratory TFO (RCFL)

Special Investigations Unit

Drug Enforcement
Street Crimes
Kansas City Career Criminal TFO
Drug Enforcement Administration TFO (DEA)
Jackson County Drug Task Force (JCETF)
Crime Scene Sergeant

Professional Standards Unit

Internal Affairs and Digital Media
Training and Cadet Program
Field Training Program

Color Guard (Part-Time)

Public Information Officer (PIO)

Grant positions (other than Patrol) received by the Department may also be considered specialized assignments for the purposes of this Work Agreement, and an eligibility list will be established to fill those positions. Specialized assignments may be created or abolished by the Department, after the Lodge is notified in writing and is afforded an opportunity to consult with the Department.

- A. Vacancies. Specialized Assignments. Vacancies in specialized assignments will first be opened to bargaining unit members within the specialized assignment of the vacancy. Any resulting vacancy will then be opened to other qualified bargaining unit members utilizing the following procedure.

Whenever a vacancy in a specialized assignment exists and the Department anticipates that the vacancy will be filled, the Chief of Police or appropriate Commander shall post a notice announcing the vacancy for the specialized assignments for not less than thirty (30) days nor more than thirty-five (35) days. Requests to fill such positions shall be forwarded in writing to the Chief or the appropriate Commander via the requesting officer's chain-of-command. Officers who submit a request for preference in a specialized assignment shall have a minimum of two (2) years' experience in the Patrol Division of the Department, or four (4) years prior experience as a police officer in another comparable department (i.e. size, training, activity, and any other factors deemed relevant). This designation shall be made at the discretion of the Chief, at the time that the bargaining unit member is hired. Bargaining unit members on probation (As outlined within Article 4 of this document) shall not be eligible for consideration for any specialized assignment. If accepted, except as noted below, the bargaining unit member may not request any other assignment for a period of twenty-four (24) months. Bargaining unit members that hold part-time SWAT positions may submit for vacancies within other specialized assignments, if no conflict

exists between the two positions. These time periods can be waived or reduced upon agreement between the Chief of Police and the President of the FOP.

Eligibility lists created for specialized assignments shall remain in effect for one (1) year. Rankings will be established for qualified candidates on the basis of oral board raw scores which shall factor in training, education, experience, ability, performance and peer review process ratings if applicable. If oral board raw scores are the same, seniority shall control. Bargaining unit members submitting a written request for position and not receiving an assignment to the eligibility list may request, in writing within ten calendar days of the posting, from the appropriate Unit Commander, the reason or reasons they were not placed on the list. The bargaining unit member requesting the reason or reasons they were not placed on the list shall receive a written response within ten (10) calendar days. The bargaining unit member shall then have the right to grieve the decision to the City Manager or his or her designee if the decision is made in an arbitrary or discriminatory manner.

Posting for a specialized position opening that closes with no one submitting an application for that position may be filled with a person or persons (in the event of multiple openings) having the least seniority in excess of the above mentioned service requirements within the Patrol Division.

Newly promoted sergeants shall serve a minimum of one (1) year within the Patrol Division before becoming eligible to apply for any specialized assignment or to be forced involuntarily into a specialized unit.

An exception to the above listed service requirement will be made only when the applicant is approved on a case-by-case basis following review and approval by both the Chief of Police and the President of the Fraternal Order of Police, Lodge #1.

- B. Field Training Assignments. Bargaining unit members assigned as civilian trainers or Field Training Officers, will receive two (2) hours of compensatory time for each day that they are assigned a recruit for evaluation time. Bargaining unit members assigned as Field Training Sergeants will receive two (2) hours of compensatory time for each weekly packet that they are required to complete in accordance with the Field Training Program.

Section 3. Assignment Out of Position. The Lodge recognizes the need for individual employees to perform, from time to time, the duties of employees of a higher rank or job classification in order that they may receive the necessary work experience to advance in grade and to accomplish the mission of the Department.

The Chief of Police or his designee may declare a position to be temporarily vacant. If a position is declared to be temporarily vacant, it may be filled by any person appointed by the Chief of Police or his designee, in the following manner:

- A. Sergeant. Police Officers may be assigned by the Chief of Police or his or her designee to temporarily perform the duties of a sergeant in patrol.
- B. Captain. Sergeants may be given an opportunity to serve as an acting Captain to fill temporary vacancies in a Captain's position.

ARTICLE 8 - TRANSFERS

Section 1. Requests. Bargaining unit members may request a transfer, shift trade, or assignment if their current assignment is creating an undue hardship on them. Such requests must be made in writing and approved through the employee's chain of command. Requested transfers shall be granted for bona fide personal reasons only. If the transfer is denied the bargaining unit member may appeal the decision to the Chief of Police. That decision shall be final.

Section 2. Reasons. Bargaining unit members may be transferred by their commander to another division or assignment either temporarily, as a result of disciplinary action, for just cause, or for the annual preference period. Such transfers shall not be made for arbitrary or discriminatory reasons.

ARTICLE 9 - JOB CLASSIFICATION

The Department shall have full discretion to establish, modify, abolish, or redefine job classifications, in accordance with the City Personnel Policies and Procedures. The Department shall also set and define job descriptions and job requirements for job classifications. The Lodge shall be notified, in writing, of any changes in these descriptions or requirements, and afforded an opportunity to consult with the Department regarding any changes. Any change in a bargaining unit member's job classification, shall not result in a loss of pay for the affected employee.

ARTICLE 10 - PROMOTIONS

Section 1. Merit Promotion Qualifications. Promotion to the rank of Sergeant shall be based on merit. The merit guidelines shall be:

- A. Written Examinations. Each candidate must take a written examination prepared by a qualified outside firm or organization. The purpose of the examination shall be to determine the officer's suitability for promotion. The written examination shall be validated by an independent entity. The minimum cut-off or minimum score necessary to be deemed to have passed for applicants for Sergeant shall be 70%. All applicants for sergeant who meet the minimum or cut-off score will move on to the remaining portions of the testing process.
- B. Oral Board. All applicants who pass the written test will submit a list of supervisors as outlined below to conduct the oral board. Human Resources will tabulate the results and the individuals selected by the majority of officers taking their respective test will conduct the oral boards. If a tie vote occurs, the nominee with the time in grade will sit on the oral board. Each department supervisor will submit a list of five questions that they would like the oral board to ask applicants for sergeant. The oral board members will then select questions from those submitted. With the approval of Human Resources, the same questions will be asked of each applicant.
 - 1. Sergeants. The oral board for sergeants will consist of three sergeants, and two captains from the Independence Police Department.
- C. Interview and Evaluation by the Police Chief. Each applicant to the position of sergeant will be interviewed and evaluated by the Chief of Police. The Police Chief will evaluate how the applicant has performed in areas including leadership traits, teamwork, professionalism, work ethic, and meeting organizational goals as well as other areas of job performance. The ranking by the Chief of Police will be the final step in the promotional process.

- D. The minimum overall cut-off score shall be 70%.

Section 2. Qualifications for Promotion. The City and the Lodge agree that officers seeking promotion to a higher rank must meet the following minimum qualifications.

Those personnel desiring a promotion to Sergeant must currently be a Police Officer with a minimum of four (4) years continuous service as a Police Officer with the Department. Those personnel with more than four (4) but less than ten (10) years of continuous service as a Police Officer with the Department must also have a minimum of thirty (30) college credit hours.

Section 3. Eligibility List. An eligibility list shall be established based on the written examination, oral board, supervisor rating, and Interview and Evaluation by the Chief of Police. Each candidate shall be rated on the above factors and these ratings shall be used to determine the candidates' overall rating. The ratings shall be determined as follows:

- A. Sergeant. Fifty percent (50%) of the total rating shall be based upon the written examination, thirty-nine percent (39%) shall be based upon the oral board, and ten percent (10%) shall be based upon the Interview and Evaluation of the Police Chief. Officers will be awarded $\frac{1}{4}\%$ for each five years of service up to a possible total of 1%. Officers shall be placed on a promotion eligibility list in the order of their overall rating. Any tie among candidates of equal rating shall be broken by the relative seniority of the officers involved.

The eligibility list shall be available for inspection and each candidate will be notified of their respective position on the list and their score and percentile on each factor.

The Chief of Police with approval of the City Manager shall make promotions from the appropriate eligibility list in accordance with the candidate's position thereon, with the first person on the eligibility list promoted first. An officer may be passed over for promotion for sufficient cause, in which case each officer passed over shall be advised, in writing, of the reasons for being passed over, with a copy sent to the Lodge.

The testing procedure shall be administered in the first quarter of each even numbered year. Only officers who have attained the required time in grade at the time the written exam is administered shall be eligible to take the written examination. An officer who declines a promotion will lose their place on the eligibility list. The promotion process is considered to have started on the date the Human Resources Department (or its designee) administers the first written examination. The written examination will be administered during the first two weeks of February of the even numbered year. The then active promotion eligibility list will expire effective the date administration of the first written examination for the new promotion cycle occurs. The new eligibility list will be established and become effective on March 31st of each even numbered year. Should that eligibility list be exhausted prior to the next promotion process Human Resources may administer another written examination and create another eligibility list which shall be good only until the next promotion process begins.

Section 4. Human Resources Department. The Human Resources Department (or its designee) will administer the written test and the supervisor rating and will oversee all aspects of the testing process. With the exception of identifying only those applicants that have successfully taken and passed the written test, all test scores will be kept strictly confidential, even to the applicant, until the completion of all testing. If Human

Resources releases any test scores, under any circumstances, prior to the completion of all testing the entire testing process will be considered invalid and the process will be repeated.

Section 5. Reopener. This Article may be reopened by either party upon thirty (30) days' written notice to the other party of its desire to reopen.

ARTICLE 11 - JOINT STANDING COMMITTEES

Section 1. Equipment and Uniform Committee. There shall be a joint committee of three (3) members appointed by the Chief of Police and three (3) members appointed by the Lodge. The Chairman shall be selected by the Chief of Police. The duties of the committee shall be to study, test, and evaluate new and existing equipment including vehicles, guns, leather, radios, uniforms, vests, helmets, batons, radar equipment, flash lights, range equipment, ammunition, and/or any other specialized equipment, or any other equipment necessary to adequately perform an assigned duty or police task.

- A. Committee members who are off-duty and who attend a scheduled meeting shall be compensated at their appropriate rate of pay, or at the member's discretion, compensatory time while attending said meeting.
- B. Committee members shall serve for one year on the board, starting January 1. A board member may continue to serve if reappointed.
- C. The Committee may meet quarterly or when a special meeting is called by the Chairman.

Section 2. Training Committee. There shall be a Training Committee to review requests for additional training and establish training guidelines, in addition to the training required by law and this Memorandum, and establish training requirements for specialized assignments. The Training Committee shall consist of two (2) members appointed by the Lodge and two (2) members appointed by the Chief of Police with the Training Unit supervisor serving as Chairman. The Chairman shall only be permitted to vote in event of a tie. Respective Members of the Training Committee shall be appointed effective January 1 of each year and shall serve for one (1) year. A board member may continue to serve if reappointed.

The Training Committee shall review all requests for additional training by bargaining unit members to determine the validity of the request, based on the requesting person's current assignment. Bargaining unit members requesting additional training shall be required to submit the Department's Training Request form to the Training Committee through their chain of command. Supervisors receiving a Training Request Form, from a subordinate, shall submit, in the appropriate space on the form, their reasons for endorsing or not endorsing the request, and then forward the form to the next supervisor in the chain of command and then to the Training Committee Chairman, if approved. The Training Committee will not recommend training that exceeds the training budget.

The Training Committee shall meet at least once every month to review training requests, with the date and time determined by the Chairman. Members of the Training Committee not on duty at the time of a Committee Meeting shall be entitled to overtime pay. Training Committee recommendations are advisory only and forwarded to the Chief of Police for final action.

Bargaining unit members that have training requests denied will be notified, in writing, of the reasons for such denial.

In extenuating circumstances, i.e. time constraints or a lack of a quorum at Training Committee Meeting, the Chief of Police or his designee can approve or deny requests without a recommendation from the committee.

Section 3 Hours of Work. There shall be a joint committee of two members appointed by the Lodge and two members appointed by the Chief of Police with the Chief of Police serving as the non-voting chairman. The committee shall meet at the request of either the Chief of Police or the FOP President. Subject to Article 6, Section 1, the duties of the committee shall be to study, investigate and formulate any proposed changes in the scheduled work days or the starting times of any shift. In the event that either party wishes to make proposed changes in the scheduled work day, the committee shall review and investigate such proposed changes and prepare a committee recommendation. The other party shall be provided written notice of any such request. The committee shall submit its report within forty-five (45) calendar days after it has been requested to review such proposed changes.

- A. Committee members who are off duty and who attend a scheduled meeting shall be compensated at the appropriate rate of pay and may, at the members' discretion, receive compensatory time rather than overtime for attending said meeting.
- B. Committee members other than the Chief of Police shall serve for a two year period on the Board. Committee members may continue to serve if reappointed.

ARTICLE 12 - INTERNAL INVESTIGATION PROCEDURES

Section 1. General. The Internal Affairs Unit may conduct investigations of complaints against an officer by citizens or fellow officers amounting to a violation of the General Orders, Policies and Procedures or City Charter. The Internal Affairs Unit may also assign complaints involving minor matters to the commander of the employee's Unit or Watch for a shift level investigation.

Section 2. Administrative Investigations. To ensure investigations by the Internal Affairs Unit are conducted in a manner conducive to public confidence, good order and discipline, while observing and protecting the individual rights of each bargaining unit member, the following rules, and procedures are hereby established:

- A. The Internal Affairs investigations are to be confidential and conducted in strict conformity with the guidelines contained in this Article.
- B. Any person with direct knowledge of an alleged act of misconduct may file a complaint against any bargaining unit member of the department. All complaints shall be in writing, unless the Chief orders otherwise, based upon information received from non-departmental sources. When Internal Affairs receives a complaint, it will promptly schedule an interview with the complaining party. Once Internal Affairs interviews the complaining party, confirming the complaint, it will promptly enter the complaint into the Internal Affairs database. Timelines for all complaints will run from the date the complaint is entered into the Internal Affairs database. [TA]Timelines may be suspended by mutual agreement, in writing, between the Union President and the Chief of Police or their designees, in exigent circumstances. In the event the City requests an extension and the Union declines to offer one, then the matter of whether an extension was just and appropriate under all the circumstances may be submitted to the arbitrator who shall have the authority to grant the extension if appropriate. The Department shall not prevent any person or persons from making a complaint against a bargaining unit member.

Complaints signed by Department Personnel will occur no later than 45 calendar days after becoming known to a Captain or higher ranking officer.

However, before being investigated or entered into the Internal Affairs database, complaints involving matters submitted by an anonymous source shall be reviewed by a committee consisting of the Administrative Services Division Major, the Internal Affairs Unit Captain, and two members of the FOP's Executive Board. The committee shall determine by majority vote whether the complaint merits an investigation. If the committee deadlocks, the Chief of Police shall cast the deciding vote. If the subject of the complaint serves on the committee, an alternate member shall be named by the Chief of Police or the FOP depending upon whose member has been disqualified. If the committee recommends investigation, the complaint will promptly be entered into the Internal Affairs database, and the timeline will commence.

- C. No recommendations for or against disciplinary action shall be made by the Internal Affairs Unit. Reports of investigations by the Internal Affairs Unit are limited to fact-finding and evaluation of the complaint and of the complainant, if the complainant's mental, emotional, or other condition would have bearing on the complaint. This report will be forwarded to the Chief of Police.
- D. One of the findings listed below will be included in the report of investigation of an alleged act of misconduct:
 - 1. Unfounded: [The investigation indicates that] The act(s) complained of did not occur, the complainant admits false allegations, or the member was not involved.
 - 2. Exonerated: Acts did occur, but actions were justified, lawful and proper.
 - 3. Not Sustained: Investigation fails to disclose sufficient evidence to clearly prove or disprove the allegations made in the complaint.
 - 4. Sustained: The investigation disclosed sufficient evidence to clearly prove the allegations.
 - 5. Closed: The complainant failed to cooperate with the investigation.
- E. Pertaining to them personally, bargaining unit members involved in an Internal Affairs investigation must be advised, in writing, of the final finding of such investigation.
- F. The Department shall not release any of the materials or information derived from the Internal Affairs investigation to any person, agency, or judicial proceeding except as may be required by law, in the adjudication of a grievance, or as required by Article 24, Section 6.
- G. Matters which may be investigated at the shift level may include, but are not limited to, issues such as dependability, poor job performance, policy violations or minor public complaints. Performance issues of employees or matters discovered by the employee's chain of command may be subject to discipline that are not considered shift level complaints or Internal Affairs investigations.

Section 3. Procedures. Whenever a bargaining unit member is under investigation or subject to interrogation for any reason by the Internal Affairs Unit that could lead to punitive action, the investigation shall be conducted under the following conditions:

- A. Unless the seriousness of the investigation is of such a degree that immediate action is required, interviews shall be conducted at a reasonable hour, preferably at a time when the bargaining unit member is on duty, or during the normal working hours of the bargaining unit member. If the interview occurs during off-duty time of the bargaining unit member, the bargaining unit member shall be compensated for such off-duty time at the rate of one and one-half (1 1/2) times the normal rate of pay and the bargaining unit member shall not be released from employment for work missed.
- B. In all Internal Affairs Investigations, the Unit Commander shall be notified prior to one of his subordinates being questioned by a member of the Internal Affairs Unit.
- C. Bargaining unit members under investigation or being interviewed, shall have the right to be represented by one Lodge representative, Lodge attorney, or both. Interviews shall be suspended for a reasonable time until representation can be obtained, if necessary. A Lodge Representative will not be compensated at the overtime rate of pay or by compensatory time for the time so spent. Under normal circumstances, an FOP representative who is on duty and available will be allowed to attend provided that his/her attendance does not cause operational difficulties.
- D. Bargaining unit member interviews shall take place in an office with adequate confidentiality designated by the investigating supervisor handling the investigation.
- E. Bargaining unit members will be contacted personally, by telephone, email, or memo, to schedule the required interview. Consistent with the urgency of the investigation, every effort will be made to accommodate the bargaining unit member's personal needs.
- F. Bargaining unit members under investigation shall be informed of the name, rank, and command of the officer in charge of the investigation, the interviewing officer, and all persons to be present during the interrogation. Questions directed to the bargaining unit member under investigation or interrogation shall be asked by and through one (1) interviewer, except in the case of a joint investigation with HR or other entity, in which case the questioning will be conducted by one interviewer at a time.
- G. Prior to any interview, the bargaining unit members under investigation or being interviewed shall be informed, in writing, of the nature and allegations of the complaint known by the investigator at that time.
- H. Interviews shall be completed as soon as possible. Time shall be provided for personal necessities, meals, telephone calls, and rest periods.

If an interview extends through the bargaining unit member's normal meal period, the member will be afforded the opportunity to order food and eat it in a quiet atmosphere without continuation of the interview during this time.

In cases where it is necessary to conduct an internal investigation beyond a normal tour of duty or during off-duty time, bargaining unit members involved shall be permitted to make telephone calls.

- I. Offensive and abusive language, threats of punitive action, and promises of reward for answering questions shall be excluded from investigative interviews. Nothing herein is to be construed to prohibit the investigating officer from informing the bargaining unit member that their conduct can become the subject of disciplinary action.
- J. Complete interviews of the bargaining unit member shall be recorded mechanically or by stenographer. There will be no “off-the-record” conversation. Recesses called during the interrogation shall be noted in the record.
- K. Questions of bargaining unit members will be, in all instances, pertinent to the issues of the interview discovered at any point during the investigation. If responses given by the bargaining unit member open new avenues of inquiry that are pertinent, those issues may be pursued.
- L. Refusal by a bargaining unit member to answer questions or give a statement during any non-criminal investigation whether as a participant or a witness may result in disciplinary action up to and including dismissal.
- M. Bargaining unit members shall be given an exact copy of any written statement they may execute, or if questioning is mechanically or stenographically recorded they shall, upon request, be given a copy of such recording and/or transcript. Requests for copies of a recording may be made any time during the investigation or grievance proceedings.

Section 4. Polygraph Examination/Computer Voice Stress Analyzer (C.V.S.A.). When a complaint is filed and investigated, bargaining unit members may be required, at the discretion of the Chief of Police, to submit to a polygraph examination, Computer Voice Stress Analyzer (C.V.S.A.), or any other test deemed appropriate by the internal investigator.

Prior to bargaining unit members being required to complete one of the above listed examinations, the complaining party and/or principal witness will be required to take and pass the same examination. This shall not apply to third-party complaints signed by a supervisor.

Bargaining unit members will not waive any of their rights when required to submit to one of the above mentioned examinations.

The results of a bargaining unit member’s tests shall not be the sole basis for discipline.

Section 5. False Complaints. The City or bargaining unit members may prosecute individuals who make false or malicious criminal complaints against bargaining unit members.

Section 6. Employee’s Privacy. Neither the Department nor the Lodge shall release a bargaining unit member’s home address, telephone number or photograph to the media or any other person or agency without their consent. Law Enforcement Agencies may be provided the above items, if needed in a criminal investigation, or the individual has been charged with a criminal offense. Photographs may be released to the media if the bargaining unit member is not displaying the Department Uniform or Insignia.

Section 7. Disposition of the Investigation.

- A. The Chief of Police will have a total of 90 calendar days after an Internal Affairs complaint is received and entered into the City’s Internal Affairs software to render a decision, reduce the

decision to writing and provide the written decision to the bargaining unit member. If the bargaining unit member is not available, the written decision can be sent to the bargaining unit member's attorney or Lodge representative in lieu of providing the written decision to the bargaining unit member. Internal Affairs may, for good cause, petition the administering authority overseeing the administration of discipline and the President of the Fraternal Order of Police Lodge #1 for an extension of time to complete the investigation, Upon mutual agreement, an extension of time of up to sixty (60) days may be granted to complete the investigation will be granted. The agency is limited to two extensions per investigation, except that if there is an ongoing criminal investigation there shall be no limitation on the amount of sixty-day extensions for good cause shown, the internal investigation may be tolled until the conclusion of a concurrent criminal investigation arising out of the same alleged conduct. Absent consent from the President of the Fraternal Order of Police Lodge #1, the administering authority overseeing the administration of discipline shall set the matter for hearing and shall provide notice of the hearing to the law enforcement officer under investigation and the Fraternal Order of Police Lodge #1. The officer and the Lodge shall have the right to attend the hearing and to present evidence and arguments against extension. This timeline may be suspended by mutual agreement, in writing, between the Union President and the Chief of Police, or their designees, in exigent circumstances. In the event the City requests an extension and the Union declines to offer one, then the matter of whether an extension was just and appropriate under all the circumstances may be submitted to the arbitrator who shall have the authority to grant the extension if appropriate.

- B. By agreement, The City of Independence, and the Fraternal Order of Police Lodge #1 recognize the Chief of Police as the "Administering Authority".

Section 8. Searches and Disclosures.

- A. Bargaining unit members may be required to disclose items of property, income, debts, or personal expenditures only when such information tends to indicate a conflict of interest with respect to the performance of their official duties, or when it is necessary to determine the desirability of assigning the officer to a specialized assignment.
- B. Pursuant to an ongoing Internal Affairs Unit Investigation, except in exigent circumstances, the search of a bargaining unit member's locker shall be conducted only in the presence of the bargaining unit member and/or a Lodge representative.

Section 9. Deadly Force Investigations.

- A. No officer who has used deadly force shall be treated as a suspect unless investigating officers, supervisory personnel assigned to the investigation, Chief of Police, Prosecuting Attorney, or any other lawful authority has reasonable suspicion or probable cause to believe a crime has been committed.
- B. Scenes from deadly force situations are to be considered and handled as a major crime scene, per the appropriate General Order. A Uniform Supervisor will be in charge until properly relieved by the crime scene coordinator. The crime scene will be held until the Chief of Police or his designee authorizes the release.

- C. No Internal Affairs interview of the officer using deadly force shall be conducted within twenty-four (24) hours of the incident.
- D. The Officer using deadly force will be relieved of duty with pay by the appropriate Commander. Unless immediately apparent that criminal charges are pending the outcome of an investigation, the bargaining unit member will be provided a replacement weapon until their issued weapon can be returned. The officer will not be required to qualify on this replacement weapon until returned to full duty. However, they will retain their badge and identification card. The officer(s) will receive formal notification through a personnel action form.
- E. The Officer will remain on paid administrative leave until the incident has been disposed of through the County Prosecutor's Office, or Grand Jury, or completion of an internal investigation, but can be returned to full duty status earlier at the discretion of the Chief of Police. When a preliminary determination has been received from the County Prosecutor's Office, or Grand Jury, that no criminal charges will result from the deadly force incident, and that the Internal Affairs investigation has been favorably resolved, the officer may be returned to full duty status by the Chief of Police.
- F. Before returning to active duty, an Officer using deadly force resulting in any personal injury or fatality may be required to be evaluated by a mental health professional to determine if the officer is emotionally fit.
- G. All Officers using deadly force shall be automatically investigated by Internal Affairs and a complaint does not have to be signed or filed. The investigation shall be conducted under the provisions of Article 12.
- H. This Article does not apply to criminal investigations, which will be handled as per Department procedure.

ARTICLE 13 - DISCIPLINE

Section 1. Time Constraints.

Discipline, up to and including termination, may be administered as a result of an Internal Affairs Investigation or administered at the unit, watch, or division level as a result of job performance issues. Unit, watch, or division level discipline can be imposed for, among other things, dependability and punctuality, poor job performance, insubordination, policy violations, or other job performance issues. Depending upon the circumstances, serious violations of law and policy may justify a higher level of discipline, up to and including termination, even for a first offense.

Section 2. Just Cause. Bargaining unit members, excluding probationary bargaining unit members, shall be disciplined or discharged only for just cause. Discipline or discharge for cause shall include, but not be limited to, violation of City Charter, Personnel Policies and Procedures, Department Rules and Regulations, General or Special Orders, and State Law.

Section 3. Suspensions. For the purposes of FOP bargaining unit members, a suspension will be based on hours worked.

ARTICLE 14 - GRIEVANCE PROCEDURE

Parties shall make a sincere and determined effort to settle meritorious grievances at the voluntary steps of the grievance procedure and keep the procedure free from un-meritorious grievances. Grievances will be submitted through the proper channels, on a form agreed upon by both the City and Lodge.

Step 1 - Matters shall first be taken up between the bargaining unit member involved and the supervisor involved. A Lodge representative may be present during any step of the grievance procedure. If a grievance is not adjusted orally, it must be submitted in writing to the bargaining unit member's Unit Commander within seven (7) calendar days after the occurrence giving rise to the grievance or after becoming known, or it shall be considered as dropped. The Unit Commander shall reply in writing in seven (7) calendar days. Settlements at step one of the grievance procedure will not set a precedent.

Step 2 - In case the matter cannot be adjusted under Step 1, the matter will be considered by the bargaining unit member's Lodge representative and their Division Commander. Requests for consideration by the Division Commander or their designate must be in writing within seven (7) calendar days of the decision in Step 1, or the grievance shall be dropped. The Division Commander shall render a decision in writing within seven (7) calendar days after submission of the grievance.

Step 3 - In case the matter cannot be settled under step 2, the matter will then be considered by a Lodge representative and the appropriate Deputy Chief. Requests for consideration by the Deputy Chief must be in writing within seven (7) calendar days of the decision in Step 2, or the grievance shall be dropped. The Deputy Chief's decision shall be made in writing within seven (7) calendar days after submission.

Step 4 - In case the matter cannot be settled under step 3, the matter will then be considered by a Lodge representative and the Chief of Police. Requests for consideration by the Chief of Police must be in writing within seven (7) calendar days of the decision in Step 3, or the grievance shall be dropped. The Chief of Police decision shall be made in writing within seven (7) calendar days after submission.

Step 5. In the event of any complaint or grievance concerning interpretation or application of this memorandum, other than disciplinary issues, the City's legal representative shall discuss the matter with the Lodge's legal representative and shall attempt to resolve the issues. Such discussions shall occur within fifteen (15) days after the decision in Step 4. If, fifteen (15) days after the decision in Step 4, the matter remains unresolved, and no extensions have been mutually agreed to in writing, either party may request that the matter be submitted to arbitration as provided in Step 6.

Step 6 - If a settlement is not reached by the procedure outlined in step 1 through step 4 above, and/or at Step 5 when applicable, the matter may be referred to the City Manager or his or her designee, or to an arbitrator, depending on the nature of the matter being grieved.

In cases involving disciplinary matters where the penalty assessed is thirty (30) hours of suspension or any lesser form of discipline, appeal shall be to the City Manager or his/her designee. In disciplinary cases involving more than thirty (30) hours of suspension time or discharge, appeal shall be to an arbitrator.

In contract interpretation cases addressing promotional lists, individual work assignments or reassignments, and attendance matters, appeal shall be to the City Manager or his/her designee. In all other contract interpretation cases, appeal shall be to an arbitrator.

Notice in writing of intent to appeal to the City Manager or his or her designee, or to arbitrate shall be delivered by the Party seeking appeal or arbitration to the opposing party within thirty (30) calendar days following the decision of Step 4 above, or within thirty (30) calendar days following the discussion described in Step 5 Above.

In cases where arbitration is appropriate, if the Parties are unable to agree upon an impartial arbitrator, the City and the Lodge shall request the Federal Mediation Conciliation Service to submit a sub-regional panel of seven (7) arbitrators. From this panel, each representative shall strike one name alternatively and the final remaining name shall be the arbitrator. Each party shall have the right to reject one panel and request a new panel at the party's expense.

At the conclusion of the proceedings, it is understood that it shall be the function of the impartial arbitrator to make a written decision in claims of alleged violations of this Agreement; however, the arbitrator shall have no power to add to or subtract from, or modify any of the terms of this Agreement.

With exception of the City Manager's right to review, the written decision of the impartial arbitrator shall be final and binding upon both parties.

The cost of the arbitrator and court reporter shall be shared equally by the City and the bargaining unit, and each party shall otherwise bear its own expenses.

Decisions of the arbitrator regarding promotion, termination, layoff, reduction in force, separation, discipline, and reprimand of individual bargaining unit members are subject to review by the City Manager. The City manager may modify the arbitrator's decision only when the finding of fact and decision based thereon are clearly contrary to the overwhelming weight of the evidence viewed in its entirety, together with the legitimate inferences which may be reasonably drawn from the evidence, and in the light most favorable to the findings of fact and decision of the Arbitrator or board based thereon, or when the arbitrator's decision is contrary to any statute or other legal requirement.

Any ruling by the City Manager to modify a decision of an arbitrator must be submitted to the parties within fifteen (15) days of that decision, and must specify the facts and evidence which support such modification. The City Manager's written ruling shall be subject to judicial review if it is found to be arbitrary or capricious or is not supported by substantial evidence in the record. If the City Manager fails to timely issue such a written ruling, the decision of the Arbitrator shall be final and binding.

Failure of the bargaining unit to observe the time limits set forth in each step of the grievance and Arbitration procedure shall cause the grievance to be considered finally settled and waived. Failure of the City to observe the time limits set forth in each step of the Grievance and Arbitration procedure shall cause the grievance to be considered answered on the bases of the City's answer in the immediately preceding step. Time limits may be extended by mutual consent.

Grievances filed as a result of action taken on a particular command level will begin at that level.

ARTICLE 15 - VACATIONS

Section 1. General. Bargaining unit members shall receive vacation leave credit for actual time worked, including initial probationary period. Temporary employees are not eligible for vacation leave.

Section 2. Schedule of Vacation Accrual.

- A. Full-time bargaining unit members accrue annual vacation leave credit in accordance with the following schedule:

Less than sixty (60) months 80 hrs
Sixty (60) to one hundred twenty (120) months 120 hrs
One hundred twenty (120) to one hundred eighty (180) months 160 hrs
One hundred eighty (180) and over 200 hrs
- B. Part-time bargaining unit members accrue annual vacation leave credit proportionally. Accrual shall be the ratio of the bargaining unit member's regularly scheduled work hours per pay period divided by eighty (80).
- C. Bargaining unit members who have resigned and are rehired will have their schedule of vacation accrual adjusted in the same manner as a leave of absence in excess of ninety (90) days or more.
- D. Bargaining unit members appointed to the service on or prior to the fifteenth (15th) day of the month shall receive leave credit as of the first (1st) day of the month. Bargaining unit members appointed after the fifteenth (15th) day of the month shall receive leave credit as of the first (1st) day of the following month.

Section 3. Accumulation of Vacation Leave.

- A. Bargaining unit members may accumulate vacation leave credit to a maximum of four hundred (400) hours.
- B. Additionally, bargaining unit members may continue to earn and credit an amount equal to the bargaining unit member's annual accrual of vacation leave credit. This vacation leave is not "authorized accumulated vacation leave" and is permitted solely to allow bargaining unit members and their supervisors to schedule vacations throughout the year without loss to the bargaining unit member of vacation leave credit prior to their scheduled vacation leave dates.
- C. No vacation leave accrual will be allowed in excess of the amounts prescribed in the above paragraphs.
- D. In the event that in any year the City Council specifically appropriates funds for the purpose, a bargaining unit member may elect to convert unused Vacation Leave, not to exceed a maximum of forty-eight (48) hours, to cash payment at the bargaining unit member's normal rate of pay. Such election to accumulate or convert to cash must be made during the last full work week during October. Payment will be made during the month of November.

Section 4. Vacation Scheduling.

- A. The Chief of Police (or his designate) shall schedule vacation leave for the bargaining unit members of the department, respecting the wishes of each bargaining unit member so far as their wishes are compatible with the needs of the service.

- B. Vacation leave may not be taken by a bargaining unit member until the employee has been employed a minimum of six (6) months.
- C. Bargaining unit members shall not be charged with vacation leave for an observed holiday occurring during their scheduled vacation.
- D. If a bargaining unit member is transferred from one division or unit to another for the convenience of the Police Department, their scheduled vacation shall not be altered as result of the transfer.

ARTICLE 16 - RETIREMENT AND PENSION FUND

Effective on the date of this agreement, bargaining unit members covered herein are members of the Local Government Employees Retirement System, "LAGERS" Section 70.600-70.760 of the Revised Missouri Statutes subject to all provisions thereof and entitled to all benefits included therein.

ARTICLE 17 - TRAINING

Section 1. General. The City and the Lodge agree that to have a professional Police Department there are certain training requirements that must be met, and the following requirements are minimum training requirements:

- A. Bargaining unit members authorized to carry a firearm, in the performance of their duties shall be required to qualify twice each calendar year with their issued handgun, shotgun, and one authorized off-duty weapon. In addition, the range will be opened each calendar month, as the Department's Instructors schedules and Departmental staffing levels permit. This period could be split and divided to accommodate the shifts of the bargaining unit. For voluntary training the Department firing range will be open and staffed by a Department Firearms Instructor, to be available for bargaining unit members authorized to carry a firearm. Ammunition used by bargaining unit members for issued weapons during this voluntary training will be supplied by the Department at no expense to the bargaining unit member.
- B. Non-clerical bargaining unit members shall receive training and be certified in the use of Cardiopulmonary Resuscitation (CPR) and Emergency First Aid, also known as First Responder Training, according to the standards and guidelines established by the American Red Cross.
- C. The Department will provide training required for each Bargaining Unit Member to comply with P.O.S.T. guidelines. It is the responsibility of each bargaining unit member to meet his/her POST certification requirements. Bargaining unit members who fail to meet POST certification requirements are subject to disciplinary action.

Section 2. Pay for Training. Training required by the department shall be considered to be on-duty time, for which a bargaining unit member will be compensated in accordance with the provisions of this memorandum. Time spent in such training over and above the bargaining unit member's regular work week shall be considered overtime. Time spent in voluntary training shall not be compensated. Training shall be held at a place designated by the Chief of Police, except that every effort shall be made to conduct the training within the city limits of the City of Independence, MO.

Training mandated by the Department and necessary to keep an officer's POST certification current shall be paid for the by Department.

ARTICLE 18 - LEAVES OF ABSENCE

Section 1. Family and Medical Leave Act (FMLA). The City shall comply with the Family and Medical Leave Act (FMLA).

Section 2. Bereavement Leave. In case of death within the immediate family of a bargaining unit member, such employee shall be entitled to remain absent from duty with pay to attend the funeral or memorial services. This leave will not be charged against the bargaining unit member's accumulated sick leave or vacation time. Leave taken in such cases should not exceed a period of three (3) working days; provided however, that if the services are to be conducted outside a four hundred (400) mile radius, such bargaining unit member shall be entitled to remain absent from duty to attend such services for a period not exceeding five (5) working days.

Bargaining Unit Members shall be guaranteed use of Personal Business Leave to attend the funeral for other than immediate family.

Section 3. Extended Medical/Disability Leave. Extended medical and disability leave shall be for a period of ninety (90) days. When all sick leave and vacation benefits are exhausted by a bargaining unit member, leave time shall convert to leave without pay status for ninety (90) calendar days. To maintain a position in the service while on extended medical or disability leave, such bargaining unit member must present a statement from a physician, dentist, or health care provider to the Chief of Police, through the chain of command, certifying the bargaining unit member is unable to perform their job duties. Such a statement shall be updated as the Chief of Police deems necessary. At the discretion of the Chief of Police, at the City's expense, the bargaining unit member may be referred to the City's physician for evaluation.

Extension of medical or disability leave shall be at the sole discretion of the City taking into consideration the welfare of the bargaining unit member and needs of the service. Failure on the part of the bargaining unit member to report at the end of this extended leave period shall be considered a resignation.

Section 4. Injury Leave. Bargaining unit members shall be granted injury leave in event of an injury suffered while on duty and performing the required duties of the bargaining unit member's position. If the injury occurs on City time, but is a result of activity by the bargaining unit member outside the scope of required job duties, no injury leave will be granted.

- A. Medical Treatment: It is the purpose of this section to recognize that the City is responsible for those medical services that represent medical practices or practices intended to restore the member to the same or as close as possible to their same physical and/or mental condition existing prior to a job-connected injury. If medical treatment is required due to the on the job injury, it shall be authorized by the City's designated worker's compensation physician.
- B. Worker's Compensation: Bargaining unit members will be granted up to thirty (30) weeks, or fifty-two (52) weeks for Public Safety personnel, of injury leave at eighty per cent (80%) of the bargaining unit member's base pay. For purposes of this section, Public Safety personnel shall include detention officers injured in an altercation with a prisoner or prisoners. (The bargaining unit member's base pay is adjusted to eighty percent (80%) in order to achieve the approximate same net earnings as prior to being placed on injury leave.) Injury leave shall not be deducted from the bargaining unit member's accrued leave. In event the injury requires time off beyond

thirty (30) weeks, or fifty-two (52) weeks, the bargaining unit member will receive benefits pursuant to State worker's compensation law, as amended from time to time. In event the injury requires bargaining unit members to be absent beyond the times provided above, the bargaining unit member may continue to use accrued leave time.

- 1) Shift differential: Bargaining unit members who are permanently assigned to a shift that receives a differential, shall continue to receive a differential only for the first forty-five (45) calendar days of the injury. Shift differential shall resume when bargaining unit members return to work on a shift eligible for differential. [TA]
 - 2) Clothing/Cleaning Allowance: Bargaining unit members who receive a cleaning or clothing allowance will not receive this allowance while on worker's compensation leave.
 - 3) Long Term Disability: Bargaining unit members receiving long term disability pay shall have their base pay adjusted to ensure that their total compensation does not exceed their regular net pay. This applies if bargaining unit members are receiving worker's compensation, or full salary while working a modified duty assignment.
- C. Modified Duty: The City may provide modified duty for bargaining unit members injured in the course of employment. When bargaining unit members are unable to return to full duty, but are able to work in a restricted capacity, bargaining unit members may be assigned to modified duty. Modified duty shall be in the Police Department. If modified duty is available, bargaining unit members will be required to work modified duty unless bargaining unit members elect to use available leave time. When all available leave time has been exhausted, assigned modified duty shall be mandatory.
- Modified duty will be for a limited time, until bargaining unit members are able to return to full duty, or return to their regularly assigned position with reasonable accommodation. Modified duty will be reviewed for extension on a quarterly basis. Extension of modified duty may be authorized by the Human Resources Director, if reasonable assurance exists that a bargaining unit member will be able to return to full duty. If during the modified duty period, bargaining unit members reach maximum medical improvement, and bargaining unit members are unable to perform the essential functions of their position, separation due to disqualification, will be considered case by case.
- D. Bargaining Unit Members Responsibility: Injury leave is authorized solely to enable bargaining unit members to recuperate from an injury incurred on the job. Bargaining unit members who violate their physical restrictions, or fail to follow instructions issued by their treating physician while on worker's compensation leave, may be subject to disciplinary action.
- E. Use of Accrued Leave: Bargaining unit members must report to their supervisor when they are not able to keep a scheduled appointment relating to their on the job injury. Appropriate leave must be requested and authorized for leave which is not expressly related to the on the job injury. This includes, but is not limited to: vacation leave; personal business leave; and sick leave.
- F. Use of Family and Medical Leave: Family and Medical Leave shall not be charged against bargaining unit members while on an authorized worker's compensation leave status.

Section 5. Leave of Absence Without Pay. Bargaining unit member on vacation or sick leave status must request a leave of absence without pay within three (3) consecutive work days after exhausting all paid leave.

The Chief of Police is authorized to grant an unpaid leave of absence not to exceed fifteen (15) days. Upon written request the City Manager may grant bargaining unit members a leave of absence, without pay, for a period not to exceed one (1) year. Both the Chief of Police and City manager may attach reasonable conditions to any authorized period of leave. Failure of the employee to report to work or obtain an extension of leave at the end of an approved leave without pay may be considered a resignation.

Section 6. Jury Duty Leave. Bargaining unit members will receive leave with pay for their regularly scheduled hours when required to serve on a jury. Bargaining unit members must provide notice to their supervisor of required jury duty, as soon as received. If released early from jury duty, bargaining unit members are required to report back to work. Bargaining unit members may retain any pay, allowance for parking, mileage, or meal expenses provided by the Court.

Section 7. Personal Business Leave. Bargaining unit members shall be credited annually with a maximum of twenty-four (24) hours leave for personal business that may be taken in the same manner as vacation leave. Personal Business Leave is credited in increments of two (2) hours per month. Personal Business Leave may be accumulated, for use in successive years to a maximum of sixty (60) hours. In the event that in any year the City Council specifically appropriates funds for the purpose bargaining unit members may elect to convert unused Personal Business Leave, not to exceed a maximum of twenty-four (24) hours, to cash payment at a bargaining unit member's normal rate of pay. Election to accumulate or convert to cash must be made during the last full work week during October. Payment will be made during the month of November. Bargaining unit members who terminate for any reason shall be paid for any unused accumulated Personal Business Leave up to but not to exceed sixty (60) hours.

ARTICLE 19 - COMPENSATION

Section 1. Salary Ranges. Salary ranges for bargaining unit members are those as set out in Appendix A for Non-Commissioned personnel, Appendix B for Police Officers and Master Police Officers, and Appendix C for Sergeants. Appendix D reflects appointment, commission and promotional date for employees. Bargaining unit members shall receive step increases based on the month and day of their appointment or commission date and time in grade as set out in Article 5 (Seniority).

When bargaining unit members reach top step of the police officer classification, on their anniversary date of the following year they shall automatically move to the starting step of the master police officer classification scale.

Section 2. Promotions. If a bargaining unit member receives a promotion and changes classifications to one that has a higher pay scale, they will receive the lowest rate in the new classification, which provides them at least a three percent (3%) pay increase.

Section 3. Shift Differential. Bargaining unit members who are assigned to a shift where fifty percent (50%) or more occurs between 5:00 p.m. and 6:00 a.m., shall be entitled to a five percent (5%) pay differential.

Section 4. Out of Position Pay. Bargaining unit members who are assigned out of position to work as a sergeant or civilian supervisor will receive a five percent (5%) pay increase to begin on the first day. Bargaining Unit Members who are assigned out of position to work as a Captain by a Major or higher ranking officer will receive a five percent (5%) pay increase to begin on the first day of the assignment. This will not apply to positions that are declared vacant under Article 7, Section 3.

Section 5. Minimum Wage Adjustment. The City agrees that in any given contract year, the wage table adjustment for all members shall be increased a minimum of 0.6% per year.

Section 6. New Employees. New employees with at least four (4) years of prior service in the classification for which they were hired may be hired with a starting salary of up to the third step in the table for that classification. New employees with at least eight (8) years of prior service in the classification for which they were hired may be hired with a starting salary of up to the fifth step in the table for that classification.

Section 7. Laterals. Independence City employees who move to a job classification within non-commissioned positions of the bargaining unit shall receive a lateral in pay to the closest rate, which gives them a pay increase, not to exceed Step C for the new classification.

ARTICLE 20 - OVERTIME PAYMENT

Section 1. Hours. Bargaining unit members who work in excess of their regularly scheduled hours, or who work other than their regularly assigned work hours with less than fourteen (14) calendar days' notice of the temporary change, shall be compensated at the bargaining unit members' option at the rate of one and one-half (1 1/2) times their hourly rate of pay, or receive compensatory time at one and one half (1 1/2) times the time worked. The 14 day notice requirement will not apply in voluntary training, transfer, natural disasters, civil unrest, or other emergencies as declared by the Mayor of Independence, or when members of the bargaining unit volunteer to change their schedule(s). With exception of court time, employees on approved leave shall not be eligible for overtime. Overtime shall be paid in fifteen (15) minute increments.

Bargaining unit members who are placed on standby, by the Department, will receive two (2) hours pay per day, at a rate of one and one half (1 1/2) times their hourly rate of pay. Bargaining unit members, who are not receiving compensation for being on-call, shall not be subject to discipline for failing to respond to a call-out, but the Department can require the officer to surrender any equipment, including an assigned take-home car for failing to respond to a call-out.

Bargaining unit members who receive a telephone call from a sergeant or higher ranking officer concerning a job related issue on their off time shall, if authorized by the officer making the call, be compensated for the time spent on the call or one quarter hour, whichever is greater, at a rate of one and one-half (1 1/2) times their regular hourly rate.

Bargaining unit members who are called back to duty, after being relieved, will receive a minimum of two (2) hours, at a rate of one and one half (1 1/2) times their hourly rate of pay, or receive compensatory time, at the bargaining unit member's option, at a rate of one and one half (1 1/2) times the time worked. If called back to duty on a holiday, bargaining unit members will receive a minimum of four (4) hours, at a rate of one and one half (1 1/2) times their hourly rate of pay, or receive compensatory time, at the bargaining unit member's option, at a rate of one and one half (1 1/2) times the greater of the four-hour minimum or actual hours worked. Hours that coincide with a member's regularly scheduled shift shall be paid at the member's regular rate.

Bargaining unit members may accumulate compensatory time credit to a maximum of two hundred (200) hours. Bargaining unit members who terminate for any reason shall be paid for any unused accumulated compensatory time.

Section 2. Court Time. Bargaining unit members who are required to appear in court, on behalf of the City or in relation to their employment with the City, on their time off, shall receive one and one-half (1 1/2) times his hourly rate of pay for a minimum of two (2) hours or for the period the member is actually required by the court, whichever is longer.

If a bargaining unit member receives less than twenty-four (24) hours' notice that they are required to appear in an upcoming court hearing, they shall receive one and one-half (1 1/2) times their hourly rate of pay for a minimum of four (4) hours plus the actual court time.

Section 3. FLSA Bargaining Unit members shall work a fourteen (14) day eighty (80) hour work period. Detention officers work schedules and overtime eligibility shall be based upon forty (40) hour work week, pursuant to FLSA standards. Sworn officers shall follow Article 7 of Work Agreement, as written. Unless otherwise provided in this Agreement, the Department shall adhere to the FLSA Section 7(k) exception found in 29 CFR 553.200-553.223.

ARTICLE 21 – REPRESENTATION

Section 1. Civil Action. The City agrees to provide, at its expense, legal counsel to bargaining unit members in connection with any civil action brought against them arising out of the performance of their duties, pursuant to the “Policy Statement for Providing Legal Services for Employees of the City of Independence, Missouri” as adopted by Resolution No. 3952. Amendments to said Policy Statement shall only be incorporated herein if said amendment modifies or clarifies the Policy Statement to the benefit of the employee. The City’s determination under paragraphs A and B of said policy shall be subject to the grievance procedure as set out in Article 14.

Section 2. Criminal Charges. The City may reimburse bargaining unit members against whom criminal charges have been filed alleging criminal misconduct within the scope and course of their employment with the City for the reasonable cost of defense, if bargaining unit members are completely exonerated on all such criminal charges. The City reserves the sole right and discretion to make said reimbursement determination.

Section 3. Grievances. The City shall not be required to provide bargaining unit members an attorney for use during grievance proceedings. The Lodge shall file grievances, and provide representation, in accordance with its duties of fair representation.

ARTICLE 22 - EQUIPMENT

Section 1. Furnished Equipment. The City shall furnish bargaining unit members with required equipment and apparel.

Section 2. Replacements. The City shall pay for the replacement of Department issued items, when no longer serviceable except due to negligence or abuse.

The City also agrees that, within the limits of its past practice, it shall pay for the replacement or repair of personal items or equipment, that enhance bargaining unit member’s abilities to perform their duties, purchased by the bargaining unit member, when they become damaged or destroyed on duty. This provision includes, but is not limited to, professional attire (i.e. suits, sport coats, dress shirts, slacks, dress, skirts, etc.) that the bargaining unit member is required to maintain due to their assigned position. The City shall have sole

discretion to repair or replace the item. Bargaining unit members shall be required to furnish receipts prior to payment by the City.

Section 3. Monthly Allowance. The City agrees that bargaining unit members shall receive a monthly allowance of \$50.00, except plain clothes officers who shall receive \$75.00, for the cleaning and maintenance of Department issued uniform items and equipment.

ARTICLE 23 – INSURANCE

Section 1. Life Insurance.

- A. Eligibility - Upon completion of the first day of continuous service with the City, all regular full-time and regular part-time bargaining unit members shall be enrolled in the City's group life insurance program.
- B. Benefits - The amount of insurance for covered bargaining unit members shall be no less than one times the annual base earnings of the bargaining unit member. In the event of total disability of a bargaining unit member, the City shall pay the life insurance premium as long as the carrier maintains coverage and continue such coverage as long as the disability is in effect to allow for continuation of coverage under the provisions of such policy.

Section 2. Health Insurance.

- A. General - The City offers a choice of health insurance plans for regular full-time bargaining unit members on a cost sharing basis. Payment for health insurance shall be authorized through payroll deductions. The City may increase or decrease the member's share of premium cost as necessary, with the condition that the Staywell Health Advisory Committee shall be given a reasonable opportunity to thoroughly review and report to the City Manager its recommendation on any proposed change in premium division to the Staywell plan, and that the Committee recommendation shall be reviewed by the City Council prior to any change being implemented.
- B. Coverage and Cost - The cost share shall be determined by the class of coverage selected.
- C. Disability - Bargaining unit members applying for disability income may remain on the City's group health plan until the eligibility for these programs is determined.
- D. The City will maintain the employee Stay Well Advisory Committee. The Union may appoint one (1) bargaining unit member to the committee. The Union appointee shall be made by the President of the Union.
- E. HSA Incentive. For those Members that select annually a High Deductible plan with an eligible Health Savings Account (HSA), the City shall contribute a minimum of Six Hundred Dollars (\$600) for an Employee and One Thousand Two Hundred Dollars (\$1,200) for an Employee/Child(ren), Employee/Spouse, or Employee/Family for OAP2 or Seven Hundred Dollars (\$700) for an Employee and One Thousand Four hundred Dollars (\$1,400) for an Employee/Child(ren), Employee/Spouse, or Employee/Family for Local Plus by four equal quarterly payments to commence on January 1 of each new year. The City may also elect to make lump sum contributions in the amounts outlined above.

Members must be actively employed in order to be eligible for the City contribution. HSA contributions will be prorated based upon an employee's hire date and, where applicable, separation from service. As an example, if a member begins employment in February, they would be eligible for three (3) quarters of the annual contribution, or if the city elected annual lump sum contributions, that same employee would be eligible for eleven twelfths (11/12) of the annual contribution.

Section 3. Dependent Coverage.

The City will offer the same active member medical, dental, and vision insurance plans to spouses and dependent children of members killed in the line of duty at one hundred (100%) percent cost covered by the City.

1. The Spouse will be covered for 10 years or until remarriage, whichever comes first.
2. Dependent children will be covered until the age of 26.

Section 4. Retiree Health Insurance

The City offers retirement health insurance, through the health insurance program offered to regular fulltime employees, to retirees who are eligible to receive retirement or disability benefits through LAGERS and who otherwise meet the requirements of this section. This will include the early and disability retirement provisions offered by LAGERS. Coverage will include the retiree and dependents, subject to the provisions of the health insurance program and of this Section

Upon the death of a retiree meeting the eligibility requirements in subsections A and B only, the surviving spouse of a retiree is eligible to continue participation in the retirement health insurance program for themselves and dependent children if receiving a benefit through LAGERS.

- A. For employees hired before January 1, 2009, who within six (6) months of their last day of work start receiving a benefit through LAGERS and have five (5) consecutive years of service with the City, shall receive coverage with the City paying the same percentage of the premium as it would for a full-time city employee. These retirees may delay or suspend receiving the retiree health insurance and may enroll during any open enrollment period or as the result of a COBRA qualifying event following the date they qualify for this insurance.
- B. For employees hired on or after January 1, 2009, who within six (6) months of their last day of work, start receiving a benefit through LAGERS and have twenty (20) years of service with the City, shall receive coverage with the City paying the same percentage of the premium as it would for a full-time city employee. These retirees may delay or suspend receiving the retiree health insurance and may enroll during any open enrollment period or as the result of a COBRA qualifying event following the date they qualify for this insurance.
- C. Employees hired after July 1, 2018, who within six (6) months of their last day of work start receiving a benefit through LAGERS and have fifteen (15) years of consecutive service with the City, shall

receive employee-only coverage with the City paying the same percentage of the premium as it would for a full-time city employee. Employees shall receive this benefit starting from age fifty-five (55) and the benefit will cease at age sixty-five (65) or on the date that they become eligible for Medicare coverage, whichever occurs last. Retirees who gain eligibility through another employer will no longer be eligible for coverage through the City. Employees separating from service, who are vested in LAGERS and defer receiving a benefit through LAGERS, are not eligible to participate in the retiree health insurance program when they start receiving a LAGERS benefit.

- D. For employees hired on or after January 1, 2009 who start receiving a duty related disability benefit through LAGERS and have fifteen (15) years of service with the City and obtain a physician's statement that indicates but for the duty related disability the employee would have expected to be able to work an additional five (5) years for the City, shall receive coverage with the City paying the same percentage of the premium as it would for a full-time city employee. These retirees may delay or suspend receiving the retiree health insurance and may enroll during any open enrollment period or as the result of a COBRA qualifying event following the date they qualify for this insurance.

ARTICLE 24 - MISC PROVISIONS

Section 1. Off-Duty Responsibility. The City and the Lodge recognize that all commissioned personnel are presumed to be subject to duty twenty-four (24) hours per day. Any action taken by a commissioned officer on his time off, which action would have been taken by an officer on duty, if present or available, provided that an emergency exists which would constitute a felony violation or any situation causing imminent fear of death or serious physical injury shall be considered police action, and bargaining unit members shall have all the rights and benefits concerning such action as if they were on active duty.

Section 2. Off-Duty Employment. The City agrees that bargaining unit members engaged in off-duty employment and performing enforcement duties will be covered by the City's Worker's Compensation Plan. The City will develop and administer a referral system for all off-duty employment approved by the Chief of Police.

Section 3. General Orders. The Department will make accessible to each bargaining unit member a notebook that contains the City Charter, City Policies and Procedures, General or Special Orders of the Department, and Handbook for Law Enforcement Officers. Bargaining unit members will further receive training in each and every item for which they will be expected to abide.

Section 4. Contagious Diseases. The City agrees to provide inoculation or immunization shots for bargaining unit member's family when such becomes necessary as result of bargaining unit member's exposure to contagious diseases where the bargaining unit member was exposed to said disease in the line of duty. The City shall also provide for all inoculations or immunization shots for bargaining unit members who request it for poison ivy, flu, COVID-19 and Hepatitis B. The City will further provide testing for all of the above immunizations, which require the same, to assure that the immunization was effective.

Section 5. Burial Expenses. The City agrees to defray all reasonable funeral and burial expenses, not paid in accordance with worker's compensation, for any bargaining unit member who is killed in the line of duty or dies a duty related death. The City also agrees to pay the cost of having an officer's name engraved on the Police Memorial Monument, if bargaining unit members are killed in the line of duty or die of a duty related death. [TA]

Section 6. Employee's Rights. Bargaining unit members may on their own time review, during regular City business hours, their personnel records maintained in the Chief's office or Human Resources Department. Professional Standards Unit files concerning their specific investigation will be made available for review to counsel for the Lodge, to allow the Lodge to meet its duty of fair representation and to prepare for the defense of bargaining unit members during the course of an arbitration.

For matters submitted to the grievance/arbitration procedure, a copy of the Professional Standards Unit file concerning the specific investigation will be made available to the Lodge's attorney upon receiving a signed release to prepare for the defense of the bargaining unit member during the course of the arbitration. The attorney for the Lodge will not reveal the information contained in this file to any other person and at the end of the arbitration all files (and all copies thereof) will be returned to the Professional Standards Unit. [TA]

Section 7. Use of Part-Time or Reserve Personnel. It is the City's intent to use part time and reserve personnel to augment the regular force, not to replace full-time personnel.

Section 8. Psychological Evaluations. Bargaining unit members required to be evaluated by a mental health professional shall first be evaluated by a mental health professional selected by the Department. Bargaining unit members not satisfied with the results will be evaluated by a mental health professional of their choosing. If a conflict between the two opinions exists, the bargaining unit members will be allowed a third evaluation by a mental health professional jointly selected by the Lodge and Department.

Criteria for each of the mental health professionals is each have working experience in the area of law enforcement related evaluations. The City will provide an Employee Assistance Program (EAP) at no expense to members of the bargaining unit that shall include no fewer than five (5) mental health care visits with a licensed clinician.. The communications and results of these mental health care visits shall remain confidential and not subject to disclosure to the City or the Department.

Section 9. Annual Evaluations. All bargaining unit members shall receive an annual evaluation within thirty (30) calendar days of their appointment or commission date. The member shall receive their step increase, if otherwise eligible based upon time in grade for their respective step, effective on their respective appointment or commission date. When a member receives an unacceptable score in any category on their evaluation, they shall be re-evaluated in the deficient area(s) every ninety (90) calendar days. If the bargaining unit member has not received an acceptable evaluation within six months, they shall be placed on probation. If another six months passes, with the bargaining unit member on probation, and they are unable to obtain an acceptable evaluation, they may be terminated from employment with the City. This provision is subject to the grievance procedure outlined in the Work Agreement.

Section 10. Wellness Program. General Order No. PD99-001A dated 23 October 2000 concerning a Mandatory Wellness Program for police officers will be in effect for the duration of the current Work Agreement, to the extent it is budgeted for in the Police Department operating budget.

ARTICLE 25 - ENTIRE MEMORANDUM OF UNDERSTANDING

This work agreement will be considered as addenda to the Personnel Policies and Procedures.

If a conflict exists between this agreement and the Personnel Policies and Procedures, this agreement will prevail; however, if there is no conflict the Personnel Policies and Procedures will also apply.

The parties further acknowledge that during the meetings that resulted in this Memorandum, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective meeting and conferring and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Memorandum.

Therefore, the City and the Lodge for the life of this Memorandum, each agree that the other shall not be obligated to negotiate collectively (but may if mutually agreeable), with respect to any subject or matter referred to or not specifically referred to or covered in this Memorandum.

Waiver of any breach of this memorandum by either party shall not constitute a waiver of any further breach of this Memorandum.

ARTICLE 26 - SAVINGS CLAUSE

Should any term or provision of this Memorandum be in conflict with any State or Federal Statute or other applicable law or regulation binding on the City, such law or regulation shall prevail. In such event, however, the remaining terms and provisions of this Memorandum will continue in full force and effect.

If any article or section of this Memorandum shall be held invalid by operation of law or by any tribunal, the remainder of the Memorandum shall not be affected thereby. The parties shall then enter into immediate collective bargaining for the purpose of arriving at a mutually satisfactory replacement for such Article or Section.

ARTICLE 27 - DURATION

This agreement shall become effective on July 1st, 2024 and shall terminate on the close of business on June 30th, 2028 . Either party desiring to negotiate any modifications to this agreement shall give notice of the same on or before June 30, 2024. Failure to do so shall result in this work agreement being automatically renewed for a period of one year. In the event notice of reopening is served, this memorandum shall continue in full force and effect until a new memorandum is signed by the Parties, or until December 31, 2028, whichever is sooner. If no agreement has been reached by December 31, 2028, this Agreement may be extended further by mutual written agreement. All such extensions shall not relieve the Parties of their obligation to continue to bargain in good faith.

IN WITNESS WHEREOF, THE PARTIES HAVE EXECUTED THIS CONTRACT ON THE DATE WRITTEN BELOW.

City of Independence

By: _____

Date: _____

Fraternal Order of Police, Lodge No.1

By: _____

Date: _____

By: _____

Date: _____

Appendix A – Wage Tables (see separate attachment)

Officer Step Year	Effective July 1, 2024 Annual Wages	Hourly	Officer Step Year
Entry	\$62,000.00	\$29.81	Entry
2nd	\$66,691.80	\$32.06	2nd
4th	\$71,028.37	\$34.15	4th
6th	\$75,646.92	\$36.37	6th
8th	\$80,565.78	\$38.73	8th
10th	\$85,804.49	\$41.25	10th
12th	\$91,383.85	\$43.93	12th
14th	\$97,325.99	\$46.79	14th
16th	\$103,654.51	\$49.83	16th

Effective July 1, 2025 (1%)		Officer	Effective July 1, 2026 (1%)
Annual Wages	Hourly	Step Year	Annual Wages
\$62,620.00	\$30.11	Entry	\$63,246.20
\$67,358.72	\$32.38	2nd	\$68,032.31
\$71,738.65	\$34.49	4th	\$72,456.04
\$76,403.39	\$36.73	6th	\$77,167.42
\$81,371.44	\$39.12	8th	\$82,185.15
\$86,662.53	\$41.66	10th	\$87,529.16
\$92,297.69	\$44.37	12th	\$93,220.67
\$98,299.25	\$47.26	14th	\$99,282.24
\$104,691.06	\$50.33	16th	\$105,737.97

) Officer Effective July 1, 2027 (1%)			
Hourly	Step Year	Annual Wages	Hourly
\$30.41	Entry	\$63,878.66	\$30.71
\$32.71	2nd	\$68,712.63	\$33.03
\$34.83	4th	\$73,180.60	\$35.18
\$37.10	6th	\$77,939.10	\$37.47
\$39.51	8th	\$83,007.00	\$39.91
\$42.08	10th	\$88,404.45	\$42.50
\$44.82	12th	\$94,152.87	\$45.27
\$47.73	14th	\$100,275.06	\$48.21
\$50.84	16th	\$106,795.35	\$51.34

Sergeant	Effective July 1, 2024		Sergeant
Step Year	Annual Wages	Hourly	Step Year
1	\$108,837.24	\$52.33	1
3	\$111,013.98	\$53.37	3
6	\$113,234.26	\$54.44	6
9	\$115,498.95	\$55.53	9

Effective July 1, 2025 (1%)		Sergeant	Effective July 1, 2026 (1%)
Annual Wages	Hourly	Step Year	Annual Wages
\$109,925.61	\$52.85	1	\$111,024.87
\$112,124.12	\$53.91	3	\$113,245.36
\$114,366.60	\$54.98	6	\$115,510.27
\$116,653.94	\$56.08	9	\$117,820.48

Sergeant Effective July 1, 2027 (1%)			
Hourly	Step Year	Annual Wages	Hourly
\$53.38	1	\$112,135.12	\$53.91
\$54.44	3	\$114,377.81	\$54.99
\$55.53	6	\$116,665.37	\$56.09
\$56.64	9	\$118,998.68	\$57.21

CSI	Year	A	B	C
	Effective July 1, 2024	\$ 25.00	\$ 25.75	\$ 26.52
	Effective July 1, 2025 (1%)	\$ 25.25	\$ 26.01	\$ 26.79
	Effective July 1, 2026 (1%)	\$ 25.50	\$ 26.27	\$ 27.05
	Effective July 1, 2027 (1%)	\$ 25.76	\$ 26.53	\$ 27.32

CSI Level I	Year	A	B	C
	Effective July 1, 2024	\$ 26.25	\$ 27.04	\$ 27.85
	Effective July 1, 2025 (1%)	\$ 26.51	\$ 27.31	\$ 28.13
	Effective July 1, 2026 (1%)	\$ 26.78	\$ 27.58	\$ 28.41
	Effective July 1, 2027 (1%)	\$ 27.05	\$ 27.86	\$ 28.69

CSI Level II	Year	A	B	C
	Effective July 1, 2024	\$ 27.56	\$ 28.39	\$ 29.24
	Effective July 1, 2025 (1%)	\$ 27.84	\$ 28.67	\$ 29.53
	Effective July 1, 2026 (1%)	\$ 28.11	\$ 28.96	\$ 29.83
	Effective July 1, 2027 (1%)	\$ 28.40	\$ 29.25	\$ 30.13

CSI Level II	Year	A	B	C
	Effective July 1, 2024	\$ 28.94	\$ 29.81	\$ 30.70
	Effective July 1, 2025 (1%)	\$ 29.23	\$ 30.11	\$ 31.01
	Effective July 1, 2026 (1%)	\$ 29.52	\$ 30.41	\$ 31.32
	Effective July 1, 2027 (1%)	\$ 29.82	\$ 30.71	\$ 31.63

	D	E	F	G	H	I	J	K
\$	28.14	\$ 28.98	\$ 29.85	\$ 30.75	\$ 31.67	\$ 32.62	\$ 33.60	\$ 34.61
\$	28.42	\$ 29.27	\$ 30.15	\$ 31.06	\$ 31.99	\$ 32.95	\$ 33.94	\$ 34.96
\$	28.71	\$ 29.56	\$ 30.45	\$ 31.37	\$ 32.31	\$ 33.28	\$ 34.28	\$ 35.31
\$	28.99	\$ 29.86	\$ 30.75	\$ 31.68	\$ 32.63	\$ 33.61	\$ 34.62	\$ 35.66

	D	E	F	G	H	I	J	K
\$	28.68	\$ 29.54	\$ 30.43	\$ 31.34	\$ 32.28	\$ 33.25	\$ 34.25	\$ 35.28
\$	28.97	\$ 29.84	\$ 30.73	\$ 31.65	\$ 32.60	\$ 33.58	\$ 34.59	\$ 35.63
\$	29.26	\$ 30.13	\$ 31.04	\$ 31.97	\$ 32.93	\$ 33.92	\$ 34.94	\$ 35.99
\$	29.55	\$ 30.44	\$ 31.35	\$ 32.29	\$ 33.26	\$ 34.26	\$ 35.29	\$ 36.35

	D	E	F	G	H	I	J	K
\$	30.12	\$ 31.02	\$ 31.95	\$ 32.91	\$ 33.90	\$ 34.91	\$ 35.96	\$ 37.04
\$	30.42	\$ 31.33	\$ 32.27	\$ 33.24	\$ 34.24	\$ 35.26	\$ 36.32	\$ 37.41
\$	30.73	\$ 31.64	\$ 32.59	\$ 33.57	\$ 34.58	\$ 35.61	\$ 36.68	\$ 37.78
\$	31.03	\$ 31.96	\$ 32.92	\$ 33.91	\$ 34.93	\$ 35.97	\$ 37.05	\$ 38.16

	D	E	F	G	H	I	J	K
\$	31.62	\$ 32.57	\$ 33.55	\$ 34.56	\$ 35.59	\$ 36.66	\$ 37.76	\$ 38.89
\$	31.94	\$ 32.90	\$ 33.89	\$ 34.91	\$ 35.95	\$ 37.03	\$ 38.14	\$ 39.28
\$	32.26	\$ 33.22	\$ 34.22	\$ 35.25	\$ 36.31	\$ 37.40	\$ 38.52	\$ 39.67
\$	32.58	\$ 33.56	\$ 34.57	\$ 35.61	\$ 36.67	\$ 37.77	\$ 38.90	\$ 40.07

L

\$ 35.65

\$ 36.01

\$ 36.37

\$ 36.73

L

\$ 36.34

\$ 36.70

\$ 37.07

\$ 37.44

L

\$ 38.15

\$ 38.53

\$ 38.92

\$ 39.31

L

\$ 40.06

\$ 40.46

\$ 40.87

\$ 41.27

Property Control Tech	Year	A	B
	Effective July 1, 2024	\$ 22.57	\$ 23.02
	Effective July 1, 2025 (1%)	\$ 22.80	\$ 23.25
	Effective July 1, 2026 (1%)	\$ 23.02	\$ 23.48
	Effective July 1, 2027 (1%)	\$ 23.25	\$ 23.72

Detention Officer	Year	A	B
	Effective July 1, 2024	\$21.36	\$21.99
	Effective July 1, 2025 (1%)	\$ 21.57	\$ 22.21
	Effective July 1, 2026 (1%)	\$ 21.79	\$ 22.43
	Effective July 1, 2027 (1%)	\$ 22.01	\$ 22.66

Dentention Supervisor	Year	A	B
	Effective July 1, 2024	\$ 22.42	\$ 23.08
	Effective July 1, 2025 (1%)	\$ 22.64	\$ 23.31
	Effective July 1, 2026 (1%)	\$ 22.87	\$ 23.54
	Effective July 1, 2027 (1%)	\$ 23.10	\$ 23.78

Police Records Tech	Year	A	B
	Effective July 1, 2024	\$17.96	\$18.49
	Effective July 1, 2025 (1%)	\$ 18.14	\$ 18.67
	Effective July 1, 2026 (1%)	\$ 18.32	\$ 18.86
	Effective July 1, 2027 (1%)	\$ 18.50	\$ 19.05

Parking Enforcment	Year	A	B
	2024-2028	\$18.57	\$19.12

C	D	E	F	G	H	I	J
\$ 23.48	\$ 23.95	\$ 24.43	\$ 24.92	\$ 25.42	\$ 25.93	\$ 26.44	\$ 26.97
\$ 23.72	\$ 24.19	\$ 24.67	\$ 25.17	\$ 25.67	\$ 26.19	\$ 26.71	\$ 27.24
\$ 23.95	\$ 24.43	\$ 24.92	\$ 25.42	\$ 25.93	\$ 26.45	\$ 26.98	\$ 27.52
\$ 24.19	\$ 24.68	\$ 25.17	\$ 25.67	\$ 26.19	\$ 26.71	\$ 27.25	\$ 27.79

C	D	E	F	G	H	I	J
\$22.66	\$23.33	\$24.02	\$24.76	\$25.51	\$26.26	\$27.05	\$27.87
\$ 22.89	\$ 23.56	\$ 24.26	\$ 25.01	\$ 25.77	\$ 26.52	\$ 27.32	\$ 28.15
\$ 23.12	\$ 23.80	\$ 24.50	\$ 25.26	\$ 26.02	\$ 26.79	\$ 27.59	\$ 28.43
\$ 23.35	\$ 24.04	\$ 24.75	\$ 25.51	\$ 26.28	\$ 27.06	\$ 27.87	\$ 28.71

C	D	E	F	G	H	I	J
\$ 23.76	\$ 24.48	\$ 25.22	\$ 25.98	\$ 26.75	\$ 27.58	\$ 28.40	\$ 29.26
\$ 24.00	\$ 24.72	\$ 25.47	\$ 26.24	\$ 27.02	\$ 27.86	\$ 28.68	\$ 29.55
\$ 24.24	\$ 24.97	\$ 25.73	\$ 26.50	\$ 27.29	\$ 28.13	\$ 28.97	\$ 29.85
\$ 24.48	\$ 25.22	\$ 25.98	\$ 26.77	\$ 27.56	\$ 28.42	\$ 29.26	\$ 30.15

C	D	E	F	G	H	I	J
\$19.05	\$19.61	\$20.20	\$20.80	\$21.43	\$22.07	\$22.72	\$23.43
\$ 19.24	\$ 19.81	\$ 20.40	\$ 21.01	\$ 21.64	\$ 22.29	\$ 22.95	\$ 23.66
\$ 19.43	\$ 20.00	\$ 20.61	\$ 21.22	\$ 21.86	\$ 22.51	\$ 23.18	\$ 23.90
\$ 19.63	\$ 20.20	\$ 20.81	\$ 21.43	\$ 22.08	\$ 22.74	\$ 23.41	\$ 24.14

C	D	E	F	G	H	I	J
\$19.70	\$20.29	\$20.89	\$21.52	\$22.16	\$22.84	\$23.51	\$24.21

K	L
\$ 27.51	\$ 28.06
\$ 27.79	\$ 28.34
\$ 28.07	\$ 28.63
\$ 28.35	\$ 28.91

K	L
\$28.69	\$29.56
\$ 28.98	\$ 29.86
\$ 29.27	\$ 30.15
\$ 29.56	\$ 30.46

K	L
\$ 30.14	\$ 31.03
\$ 30.44	\$ 31.34
\$ 30.75	\$ 31.65
\$ 31.05	\$ 31.97

K	L
\$24.13	\$24.84
\$ 24.37	\$ 25.09
\$ 24.62	\$ 25.34
\$ 24.86	\$ 25.59

K	L
\$24.94	\$25.69

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

24-729 A resolution accepting the City of Independence City Wide Housing Study update. **APPROVED Res. No. 7012**

Recommendations:

Staff recommends approval.

Background:

The City-Wide Housing Study was undertaken to create a baseline understanding of what the city's housing needs and challenges are, both currently and for the foreseeable future. The City-Wide Housing Study provides a detailed and useful analysis about the city's housing context, conditions, and needs. The report is intended to offer community leaders and stakeholders a basis for formulating community-specific housing priorities, policy alternatives and intervention strategies, including land use and zoning decisions, and allocation of City and other resources. In January 2022, the City Council accepted the City-Wide Housing Study. Since the Citywide Housing Study, 319 multifamily units have been permitted or completed in Independence, meeting the demand for market-rate rental housing that was projected in the study. In 2024, the broader housing context has shifted in several important ways:

- **Data lags** — In 2021, the data available was largely collected prior to the COVID-19 pandemic or right at the start of it. As a result, it did not reflect the major market shifts that COVID-19 catalyzed.
- **Remote work** — The pandemic ushered in a boom for remote and hybrid work patterns, shifting demand for office and residential space significantly.
- **Construction costs** — COVID-19 also created challenges with materials supply chains and worker training pipelines that exacerbated the trend of rising construction costs.
- **Interest rates** — In 2021, mortgage rates in the United States were still historically low, at an average of 3.11 for a 30-Year Fixed Rate Mortgage. By 2023, this average had risen to 6.61, peaking at 7.79 in October (St. Louis Federal Reserve FRED Economic Data).
- **Rentership rising** — Rentership is on the rise again, driven by for-sale prices that are increasingly putting homeownership out of reach for many and wages that have not kept pace with ballooning housing costs.

Finally, within Independence, the new Eastgate Commerce Center industrial development on the eastern side of town is expected to create over 10 million square feet of industrial and business park space with approximately 5,000 jobs. The project will be completed over the next 15 years and will impact future housing demand in ways that data available today cannot currently reflect.

Development Strategies presented the City-Wide Housing Study Update to the City Council on May 13th.

Emergency Justification:

Fiscal Impact:

Council Action:

Department / Contact	Community Development /
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REVIEWERS

Tom Scannell
Jeremy Cover
Meagan Borth
Zachary Walker
Susanne Holland

ATTACHMENTS:

1. Resolution Housing Study Update 2024
2. Independence Housing Demand Update Memo
3. 20240524Res. No. 7012103332

BILL NO. _____

RESOLUTION NO. _____

A RESOLUTION ACCEPTING THE CITY OF INDEPENDENCE CITY WIDE HOUSING STUDY UPDATE.

WHEREAS, on January 3, 2022, the City Council passed resolution No. 6757 accepting the City Wide Housing Study; and,

WHEREAS, the scope of the study collected data to assess the overall health of the City's housing stock and market conditions; and,

WHEREAS, the City-Wide Housing Study is a vital tool helping understand the current housing market and key housing issues impacting Independence; and,

WHEREAS, the City of Independence recognizes the overall benefit of strategic planning and policy decisions on housing priorities, and city-wide land use and zoning decisions; and

WHEREAS, hired Development Strategies to update the housing demand findings from the January 2022 Citywide Housing Study because the city has met demand for a key market segment—market-rate multifamily rental housing—as concluded in that study; and,

WHEREAS, even though only 2.5 years after the analysis was completed, so much has changed nationally, regionally, and locally due to a number of factors, including increases in interest rates, continuing impacts of the COVID-19 Pandemic, and shifts in market preferences; and,

WHEREAS, the results of this Housing Study will help elected officials, City staff, stakeholders and community members develop a meaningful sense of the housing market, understand key housing issues and how they impact the City of Independence and serves as a platform for strategy and policy decisions.

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 update to the City Wide Housing Study.

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

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

ATTEST:

City Clerk

APPROVED AS TO FORM AND LEGALITY:

City Counselor

REVIEWED BY:

City Manager

MEMORANDUM

To: Tom Scannell – Community Development Director, City of Independence, MO
CC: Rick Arroyo and Joshua Garrett – City of Independence
From: Andy Pfister and Justin Carney – Development Strategies
Date: May 1, 2024 **Discussion Draft**
Re: Multifamily Housing Demand Update, City of Independence

The City of Independence hired Development Strategies to update the housing demand findings from the January 2022 Citywide Housing Study because the city has met demand for a key market segment—market-rate multifamily rental housing—as concluded in that study. However, even though only 2.5 years after the analysis was completed, so much has changed nationally, regionally, and locally due to a number of factors, including increases in interest rates, continuing impacts of the COVID-19 Pandemic, and shifts in market preferences.

The purpose of this memorandum is to:

- Describe how the market, particularly for multifamily, has changed over the past three years
- Summarize demographic and economic trends in Independence that influence demand for housing
- Update demand projections for all housing types and price points in Independence, with particular emphasis on market-rate multifamily
- Summarize key recommendations and priorities

INTRODUCTION AND CONTEXT

Since the *Citywide Housing Study in Independence, Missouri* was published in January 2022, 319 multifamily units have been permitted or completed in Independence, meeting the demand for market-rate rental housing that was projected in the study.

Now, in 2024, the broader housing context has shifted in several important ways:

- **Data lags**—In 2021, the data available was largely collected prior to the COVID-19 pandemic or right at the start of it. As a result, it did not reflect the major market shifts that COVID-19 catalyzed.
- **Remote work**—The pandemic ushered in a boom for remote and hybrid work patterns, shifting demand for office and residential space significantly.
- **Construction costs**—COVID-19 also created challenges with materials supply chains and worker training pipelines that exacerbated the trend of rising construction costs.
- **Interest rates**—In 2021, mortgage rates in the United States were still historically low, at an average of 3.11 for a 30-Year Fixed Rate Mortgage. By 2023, this average had risen to 6.61, peaking at 7.79 in October ([St. Louis Federal Reserve FRED Economic Data](#)).
- **Rentership rising**—Rentership is on the rise again, driven by for-sale prices that are increasingly putting homeownership out of reach for many and wages that have not kept pace with ballooning housing costs.

Nationally, although multifamily starts have fallen from their 2022 peak, the multifamily housing market is strong. Investors are more confident in the current climate given the undersupply of housing, increased stability in capital markets, and potential interest rate decreases on the horizon. In the coming year, the Midwest is projected to have the strongest rent growth and occupancy alongside the Northeast and larger urban markets ([CBRE](#)).

High interest rates and a national shortage of at least 3.1 million single-family homes are contributing to persistent homeownership challenges that affect some demographic groups more than others. On average, mortgage payments are currently 38 percent higher than average rents. Over the long term, the current premium for an average monthly mortgage payment (35 percent, down from 52 percent in 2023) is expected to decline, but is likely to persist long enough to keep renters renting for years. Annual rental increases are also expected to return to modest pre-COVID levels (2.8 percent) in the next five years. These trends will inevitably impact housing demand. Meanwhile, as interest rates remain high, homeowners may choose to stay in homes purchased with low-interest mortgages, further limiting the supply of for-sale homes ([CBRE](#)).

In the Kansas City Metro, the market is healthy and positioned for growth with a new Panasonic battery plant opening with 4,000 projected new jobs in 2025. Over the past two years, construction has been above the region's long-term trends, with vacancy rates ending at 5.8 percent in 2023, the highest rate in five years. This is being driven by rent growth (4.9 percent in 2023, slower growth than in 2021 and 2022) and developers seeking the right balance between deliveries and absorption amid shifting market conditions. Class A vacancy rates fell in 2023 with more tightening expected in the years ahead, and the investment market is cooling: half the number of properties were traded in 2023 as in 2022, and Class A property sales in particular saw a steep decline ([Northmarg](#), [Cushman & Wakefield](#)).

The lawsuit settlement against the National Association of Realtors will likely also have an effect on housing demand in the coming years. Per the settlement, the practice of “tying” is now prohibited. Previously, Multiple Listing Service (MLS) websites mandated that sellers’ agents set and list commission for both buyers’ and sellers’ agents on MLS databases, guaranteeing that a buyer’s agent would know their compensation before showing a home and creating conflicts that limit competition. Now, MLS databases will no longer display commission rates, and since sellers no longer have to pay a buyer’s agent’s commission, listed home prices are expected to drop. Additionally, buyers may have new options to purchase Realtor services a la carte or negotiate fees that are not connected to a home’s selling price. Overall, these changes may boost population mobility as the buying and selling costs associated with housing transactions fall. They may also create new barriers for low- and moderate-income and first-time homebuyers, however: these practice shifts will mean new up-front costs for buyers that sellers have covered in the past ([National Public Radio](#), [Brookings](#)).

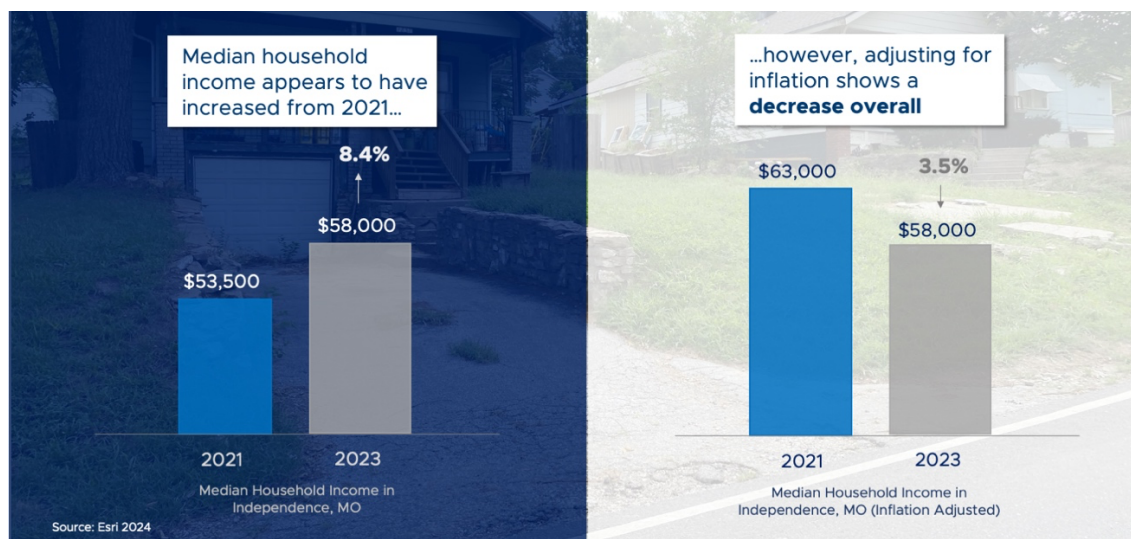
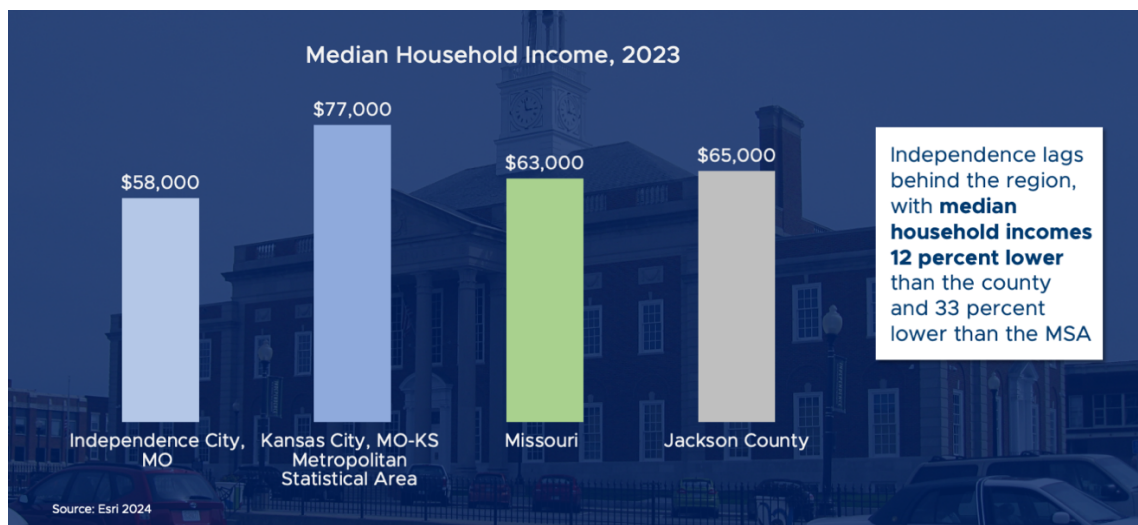
Finally, within Independence, the new Eastgate Commerce Center industrial development on the eastern side of town is expected to create 5,000 jobs with an annual payroll of \$180 million ([The Kansas City Star](#)). The project will be completed over the next 15 years and will impact future housing demand in ways that data available today cannot currently reflect.

KEY FINDINGS – DEMOGRAPHICS AND HOUSING

The housing market in Independence has shifted in seven key ways since the previous study was completed.

1. Median incomes in Independence lag behind the region and have fallen since 2021 when adjusted for inflation.

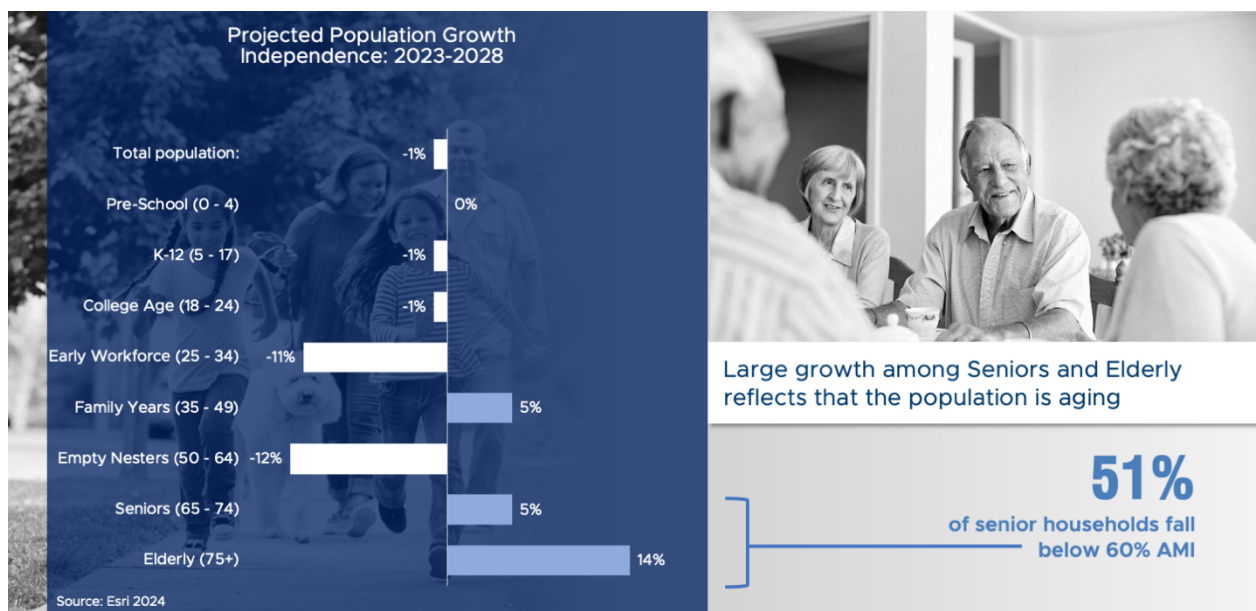
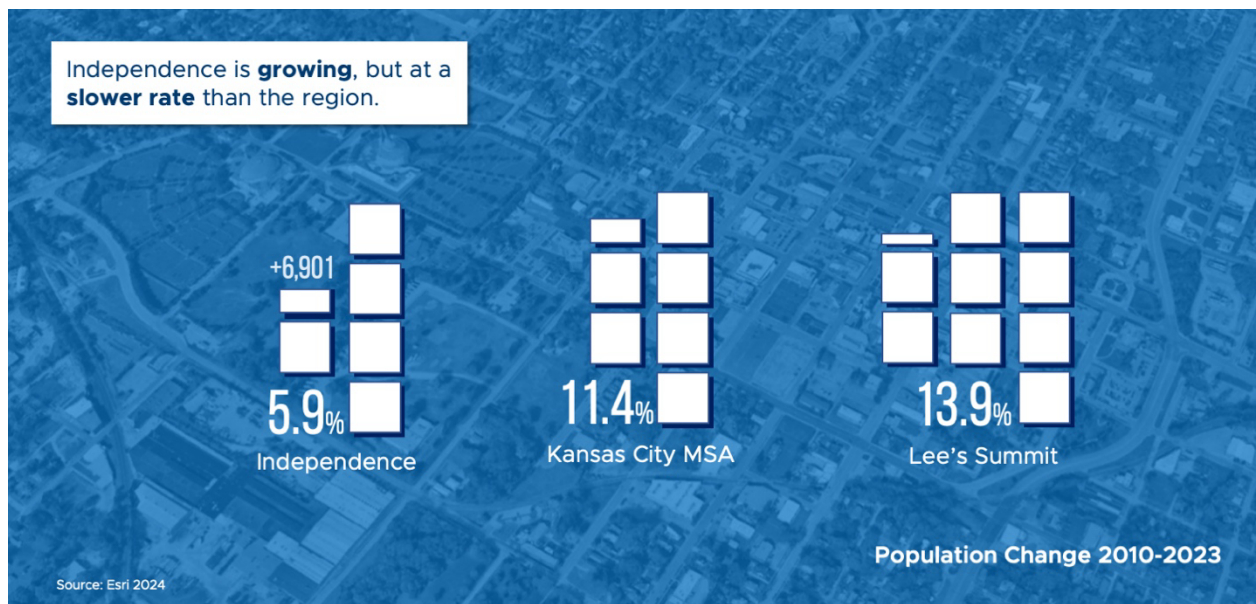
Median household incomes in Independence are 12 percent lower than in Jackson County overall and 33 percent lower than in the Kansas City MSA. Although median household incomes increased by 8.4 percent since 2021 in absolute terms, when adjusted for inflation, they actually fell by 3.5 percent (Esri 2024). This means that Independence residents can afford relatively less housing than they could three years ago.



2. Independence is growing more slowly than the region and has an aging population.

Independence is growing, but at a slower rate than the region, with 5.9 percent growth since 2010 (versus 11.4 percent growth in the Kansas City MSA and 13.9 percent growth in nearby Lee's Summit).

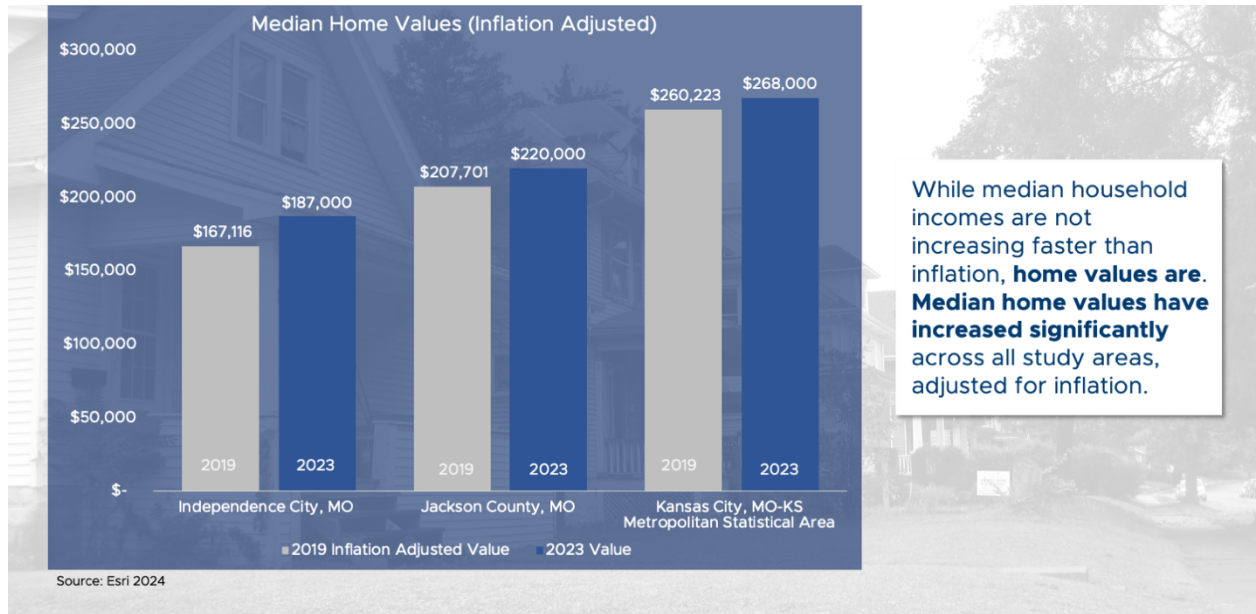
Between 2023 and 2028, significant population growth is projected for people over the age of 65, although still less (19 percent) than the growth that was projected for this age group between 2021 and 2026 (24 percent). With 51 percent of senior households earning 60 percent or less of the Area Median Income (AMI), this growth has important implications for housing affordability (Esri 2024).



3. Home values in Independence are increasing faster than inflation.

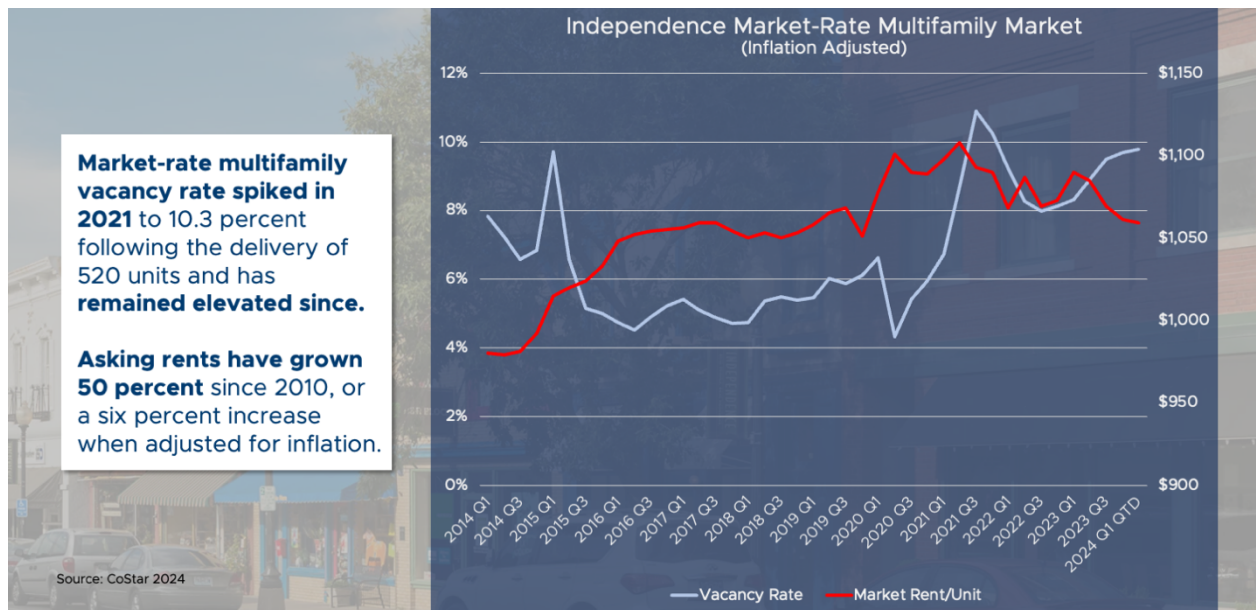
While median household incomes are not increasing faster than inflation in Independence, home values are. This was the case in Jackson County and the Kansas City MSA as well (Esri

2024). In 2020, approximately 30 percent of homes in the city had a value of less than \$100,000; as of 2022, this had decreased to 17 percent (2016-2021 ACS). By 2026, the median home value in Independence is projected to increase to about \$232,000 (Esri 2024).



4. Market-rate multifamily vacancy rates have been high since 2021 relative to historic rates, but affordable multifamily vacancy rates remain low.

In 2021, market-rate multifamily vacancy spiked to 10.3 percent following the delivery of 520 units and has remained elevated since. By contrast, affordable vacancy rates were at 3.3 percent as of the first quarter of 2024 (CoStar 2024).

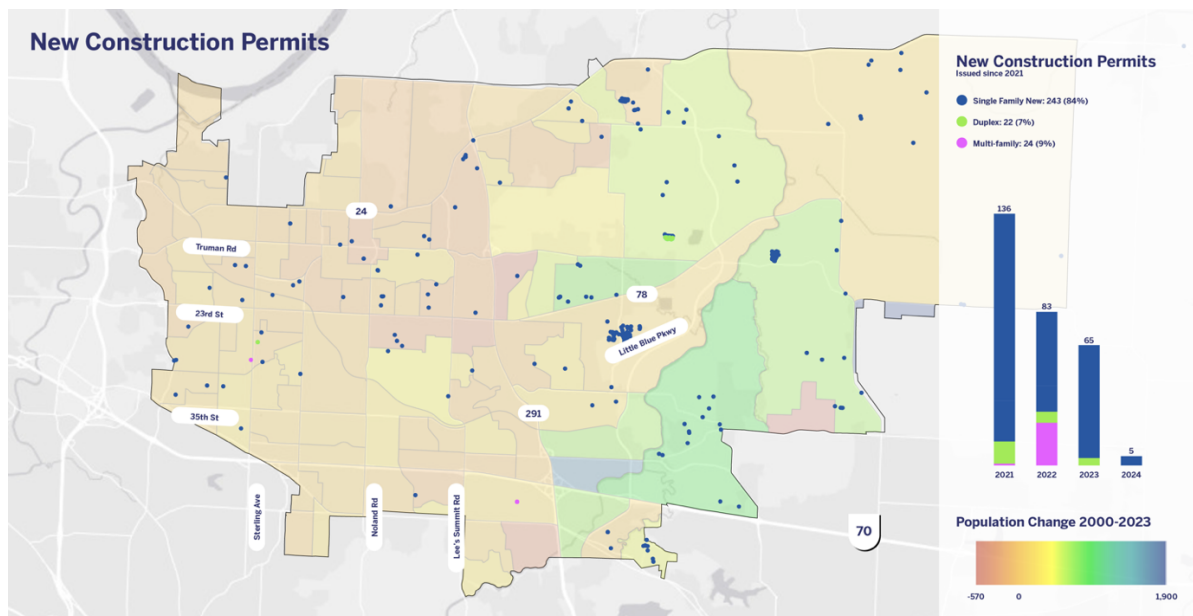
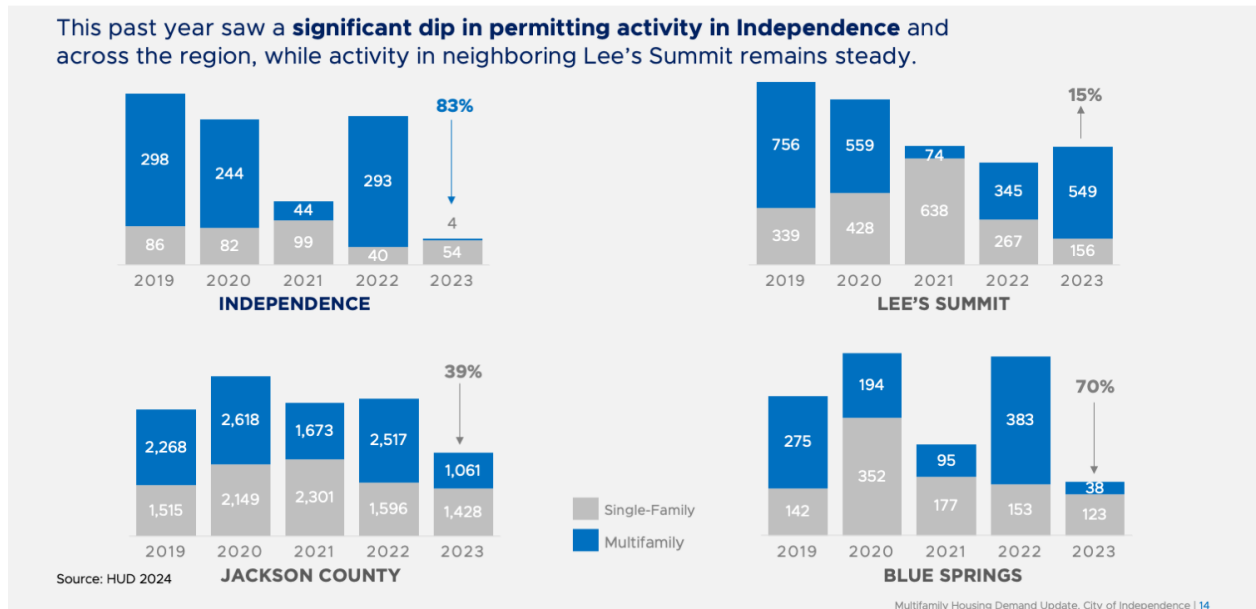


5. Rents in Independence have been rising.

Overall, asking rents in Independence grew 50 percent since 2010, or 6 percent when adjusted for inflation. Rents have risen an average of 21 percent since 2021 among comparable properties initially sampled in the 2021 report (CoStar 2024).

6. In 2023, permitting dipped significantly in Independence and across the region.

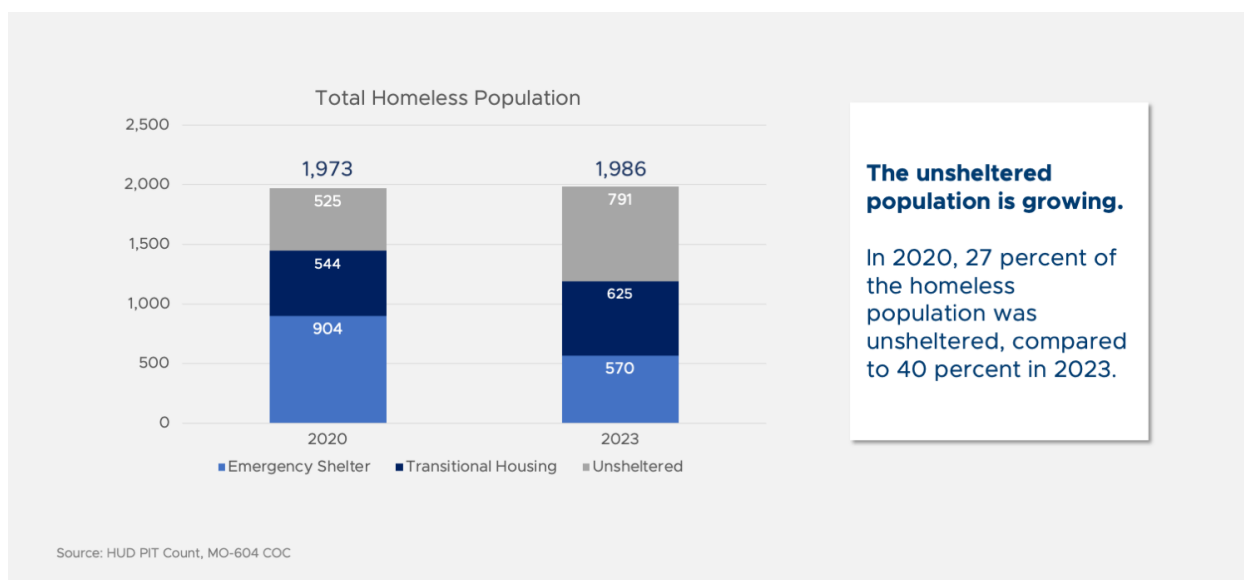
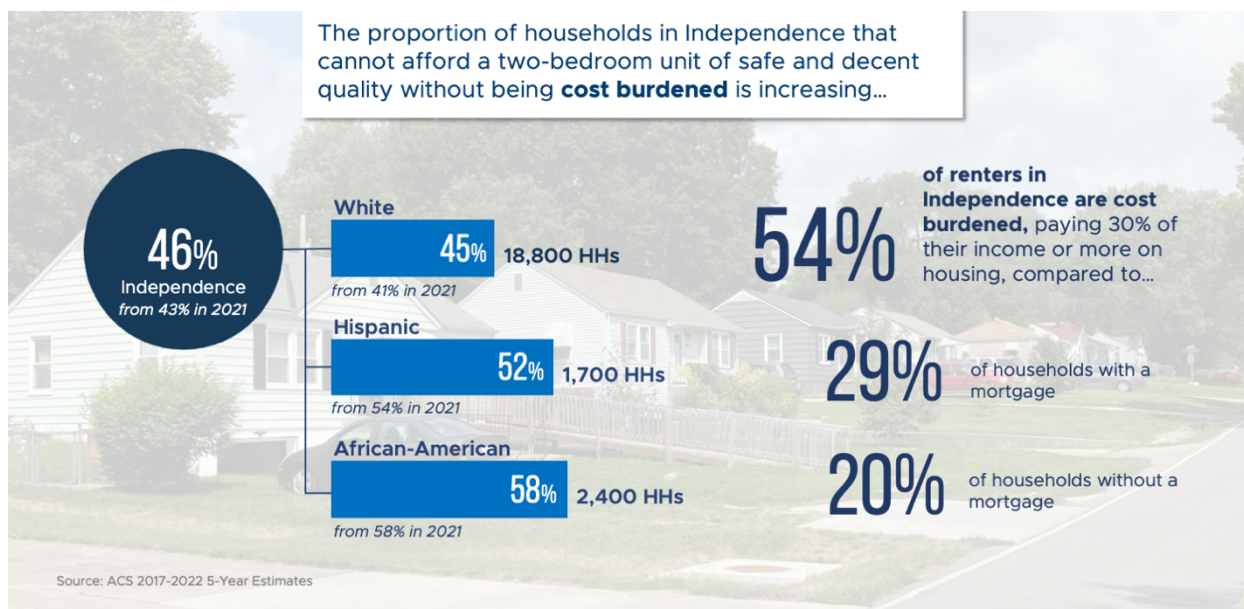
Between 2022 and 2023, permitting fell 83 percent in Independence, 39 percent in Jackson County, and 70 percent in Blue Springs, although it held relatively steady in Lee's Summit (HUD 2024). Of the 289 new construction permits issued since 2021, 16 percent have been for multifamily projects (7 percent for duplexes). Permitting activity overall has been concentrated in the east portion of Independence (City of Independence Building Permit Dataset, 2024).



7. The number of households experiencing housing cost burden is growing, as is the unsheltered population.

A household is experiencing housing cost burden when they are paying 30 percent of their income or more on housing. Current data indicates that 46 percent of households in Independence cannot afford a two-bedroom unit of safe and decent quality without being cost burdened, up from 43 percent in 2021. Over half (54 percent) of renters in Independence are cost burdened, compared with 29 percent of households with a mortgage and 20 percent of households without a mortgage (2017-2022 ACS).

The unsheltered population in the Continuum of Care that serves Independence is growing as well: in 2023, 40 percent of the homeless population was unsheltered, compared to 27 percent in 2020 (HUD PIT County, MO-604 COC).



HOUSING DEMAND – TRENDS

Independence’s convenient location at the intersection of Interstates 70 and 435 make it a potential regional draw for housing development. This means that housing demand is generated from a much broader geography than the city’s borders. Regional trends and demand patterns influence what is possible in Independence.

Multifamily properties in Independence are generally performing well. Rents for comparable properties (see table below) increased by an average of 21 percent from 2021 to 2024. Average vacancy decreased from about 10 percent to 7 percent during that time period, even as 520 new units were added via the Azure and Trinity Woods developments. These properties specifically have done well since coming onto the market, with rents increasing as they have leased up: at Azure, rents are up 6 percent and vacancy is down to 8 percent since 2021; at Trinity Woods, rents are up 12 percent and the vacancy rate has fallen to 21 percent (this will likely continue to fall in the months ahead as units are absorbed into the market).

These properties are highly amenitized with community leisure spaces, pools and sun decks, fitness rooms, facilities for dog care, and garages and carports. Esri’s Tapestry framework suggests consumer groups that are more likely to rent these types of apartments—including Metro Renters, Bright Young Professionals, and Emerald City—have both grown in Jackson County since 2021 and are more prevalent in the 25-minute drive time area surrounding Independence than they are within the boundaries of the city.

These demographic shifts, combined with the success of the multifamily properties recently delivered in Independence, is creating additional opportunity for rental development in the city, particularly close to the highway interchanges.

Independence Multifamily Rent and Vacancy Survey (2021 and 2024)													
Property	Type	Units	Year Built/Renov.	Avg. SF	Rent/Unit			Rent/SF			Vacancy		
					2021	2024	% Change	2021	2024	% Change	2021	2024	Net change
Gaslight Square	MR	64	1962	702	\$653	\$763	17%	\$0.93	\$1.09	17%	3.10%	3.50%	0.40%
Independence Ridge	MR	336	1986	851	\$796	\$1,212	52%	\$0.94	\$1.42	51%	2.40%	2.10%	-0.30%
Crysler Gardens	MR	60	1965	819	\$684	\$726	6%	\$0.84	\$0.89	6%	0%	1.40%	1.40%
Glendale at the Mansion	MR	140	2000	734	\$866	\$976	13%	\$1.18	\$1.33	13%	1.20%	5.90%	4.70%
Azure	MR	280	2021	886	\$1,370	\$1,464	7%	\$1.55	\$1.65	6%	59%	8%	-51.00%
Trinity Woods	MR	240	2021	891	\$1,309	\$1,459	11%	\$1.47	\$1.64	12%	52.90%	21.10%	-31.80%
Hawthorne Place	A	745	1973	872	\$819	\$875	7%	\$1.94	\$1.00	-48%	0.10%	3.90%	3.80%
Sterling Creek	A	48	1999	1,117	\$606	\$1,135	87%	\$0.54	\$1.02	89%	9.50%	4.40%	-5.10%
Maple Manor	A	40	1969/2018	855	\$657	\$973	48%	\$0.77	\$1.14	48%	10.50%	12.80%	2.30%
Sterling Plaza	A - S	53	2010	550	\$517	\$559	8%	\$0.94	\$1.02	9%	0%	0%	0.00%
Olde Oak Tree	A - S	125	1979	563	\$686	\$711	4%	\$1.22	\$1.26	3%	0%	0.90%	0.90%
Heritage House	A - S	166	1973	500	\$753	\$798	6%	\$1.51	\$1.60	6%	0.80%	2.90%	2.10%
The Gardens at Jackson Creek	MR - S	65	2014	687	\$1,359	\$1,256	-8%	\$1.98	\$1.83	-8%	14.60%	9.50%	-5.10%
Connect 55+	MR - S	110	2014	843	\$1,180	\$1,360	15%	\$1.40	\$1.61	15%	4.90%	17.10%	12.20%
Eastland Court	MR - S	128	2019	805	\$1,250	\$1,751	40%	\$1.55	\$2.18	40%	0.80%	14.80%	14
Hocker Heights	S8	185	1968	550							0%	1.30%	1.30%
Pleasant Heights	S8	235	1976	790							3.80%	6.40%	2.60%
Averages				779	\$900	\$1,067	21%	\$1.18	\$1.38	21%	9.60%	6.82%	-2.80%

MR=Market Rate
A=Affordable or Workforce
S=Senior
S8= Section 8

Source: Development Strategies and CoStar (2021 & March 2024)
¹Rent, SF, and vacancy data is from CoStar

HOUSING DEMAND – PROJECTIONS AND SUMMARY

Updated housing demand projections (summarized in the table below, “20-Year Projections: Demand by Income Level and Housing Tenure”) predict a need for roughly 7,100 housing units in Independence over the next two decades. The overwhelming majority of this demand (90 percent) will need to be met by new construction rather than renovated existing housing stock.

Of the 7,100 housing units needed, about 3,300 (46 percent) will be rental housing, and about 2,900 of those units (88 percent) will be new construction.

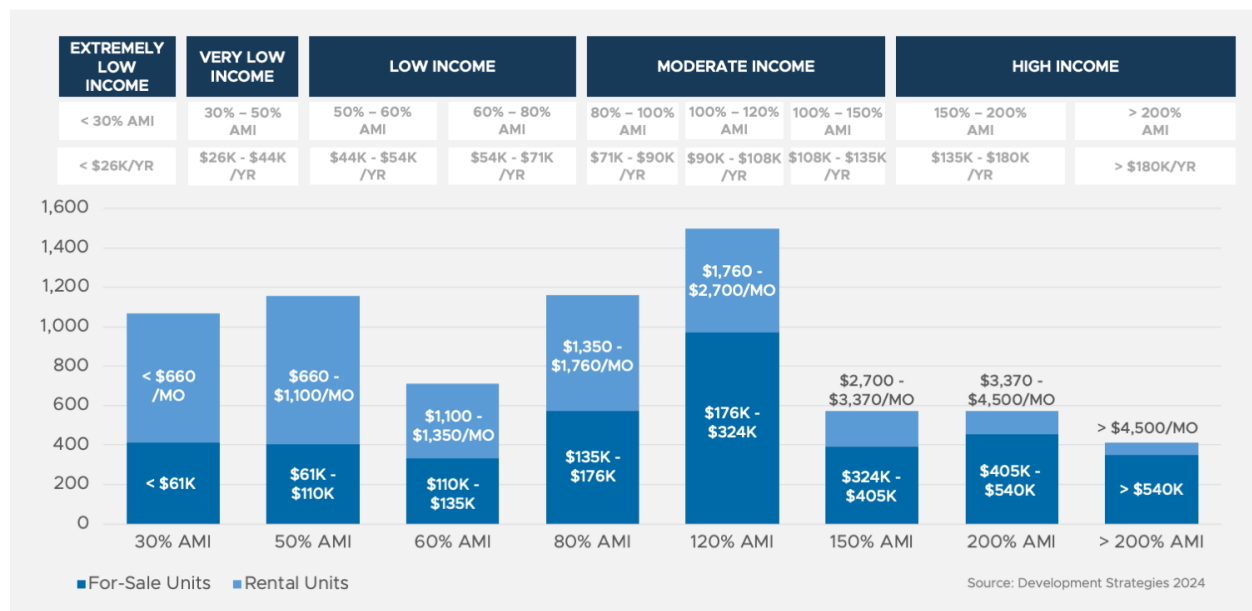
The “Demand by Housing Type” table below summarizes updated demand projections across the different housing types currently available in Independence.

To summarize, there is a need for the following housing to support demand and provide equitable housing choices over the next 20 years:

- 2,930 units of affordable housing (1,780 rental and 1,150 for-sale). Rents of less than \$1,350 per month and for-sale prices of less than \$135,000.
- 2,660 units of workforce-affordable housing (1,110 rental and 1,550 for-sale). Rents of \$1,350 to \$2,700 per month and for-sale prices of \$135,000 to \$324,000.
- 1,560 units of market-rate housing (360 rental and 1,190 for-sale). Rents of more than \$2,700 per month and for-sale prices of \$324,000 and up.

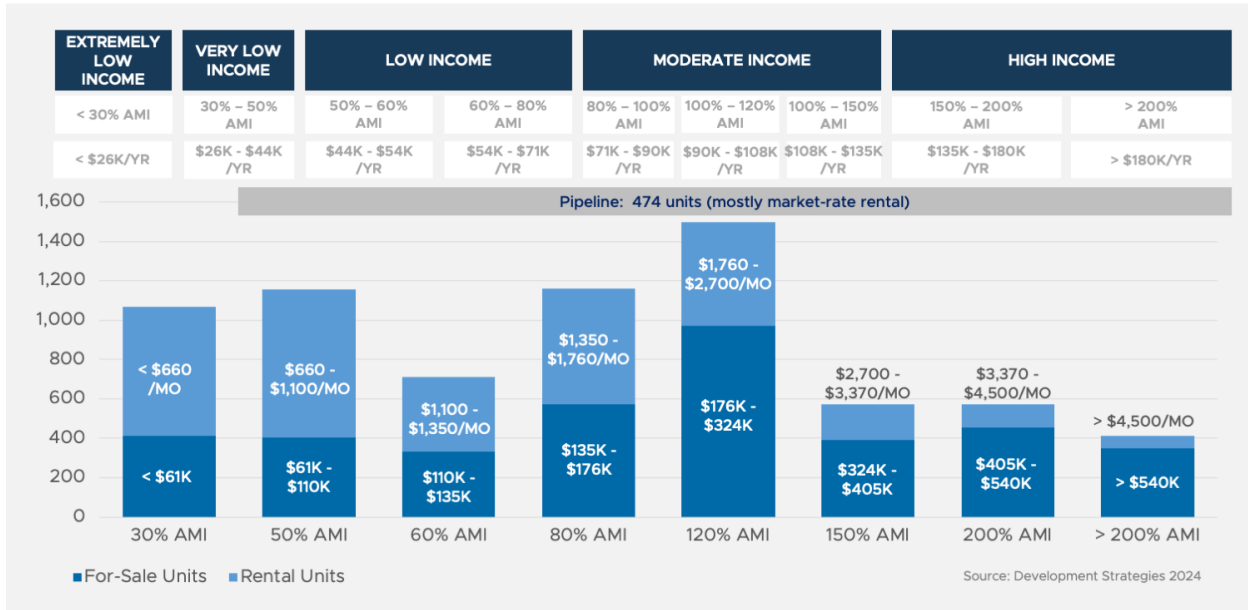
20-YEAR DEMAND SUMMARY

CITY OF INDEPENDENCE: 7,100 UNITS (MOSTLY NEW)



We also accounted for housing development that is under way or planned to determine *net demand*. Based on data from the city, approximately 474 units are in the development pipeline and most of these units are market-rate multifamily properties and fall into the “moderate income” category. The net demand summary is included on the following page.

20-YEAR DEMAND SUMMARY: NET DEMAND
CITY OF INDEPENDENCE: 6,700 UNITS (MOSTLY NEW)



HOUSING DEMAND – 2021 VERSUS 2024

The following tables summarize differences in demand projections from 2021 to 2024 by income category. The second table shows the 20-year net demand projection that subtracts out pipeline development. Overall, as shown in the “gross change” column, demand increased for housing at all income levels, rental and for sale. This increase in demand includes growth that is projected to occur because of Eastgate Commerce Center, as well as Independence’s continued ability to accommodate regional demand because of its location.

These demand updates also show that there will be continued demand for market-rate multifamily development in years to come.

Demand Summary: Gross Change, 2021 to 2024

INPUTS (CURRENT STATISTICS)				2021 DEMAND			2024 DEMAND			GROSS CHANGE		
AMI Level	2024 Upper Income Limit	2024 Rent Affordability	2024 For-Sale Affordability	Rent	For-Sale	Total	Rent	For-Sale	Total	Rent	For-Sale	Total
< 30%	\$26,450	< \$660	< \$61,400	650	375	1,025	654	413	1,068	4	38	42
30% - 60%	\$53,950	\$660 - \$1,350	\$61,400 - \$136,400	544	563	1,107	1,127	738	1,865	583	175	758
60% - 120%	\$107,900	\$1,350 - \$2,700	\$136,400 - \$327,300	467	910	1,377	1,112	1,546	2,658	645	636	1,281
120% - 150%	\$134,891	\$2,700 - \$3,370	\$327,300 - \$435,200	122	356	478	183	390	573	61	34	95
150% - 200%	\$179,850	\$3,370 - \$4,500	\$435,200 - \$545,500	81	421	502	117	456	573	36	35	70
> 200%	> \$179,850	> \$4,500	> \$545,500	47	329	376	64	348	412	16	19	35
TOTAL				1,912	2,954	4,866	3,257	3,891	7,148	1,345	938	2,282

Demand Summary: Net Demand, 2024

INPUTS (CURRENT STATISTICS)				2024 DEMAND			2024 PIPELINE			2024 NET DEMAND		
AMI Level	2024 Upper Income Limit	2024 Rent Affordability	2024 For-Sale Affordability	Rent	For-Sale	Total	Rent	For-Sale	Total	Rent	For-Sale	Total
< 30%	\$26,450	< \$660	< \$61,400	654	413	1,068	0	0	0	654	413	1,068
30% - 60%	\$53,950	\$660 - \$1,350	\$61,400 - \$136,400	1,127	738	1,865	0	2	2	1,127	736	1,863
60% - 120%	\$107,900	\$1,350 - \$2,700	\$136,400 - \$327,300	1,112	1,546	2,658	449	6	455	663	1,540	2,203
120% - 150%	\$134,891	\$2,700 - \$3,370	\$327,300 - \$435,200	183	390	573	0	10	10	183	380	563
150% - 200%	\$179,850	\$3,370 - \$4,500	\$435,200 - \$545,500	117	456	573	0	5	5	117	451	568
> 200%	> \$179,850	> \$4,500	> \$545,500	64	348	412	0	2	2	64	346	410
TOTAL				3,257	3,891	7,148	449	25	474	2,808	3,866	6,674

Another key component of the prior study was the estimates of demand by housing types. We revised these projection as well and the following tables summarize the results. As indicated, demand increased overall for all types of units in the 5-, 10-, 15-, and 20-year categories, but decreased in the “current” demand category because of the development that occurred and the pipeline development. It will continue to be important so support more diverse housing types, including missing middle types like duplexes, fourplexes, and small multifamily. This will give residents more options and could help meet demand for housing for older adults.

Demand by Housing Type, 2024 versus 2021

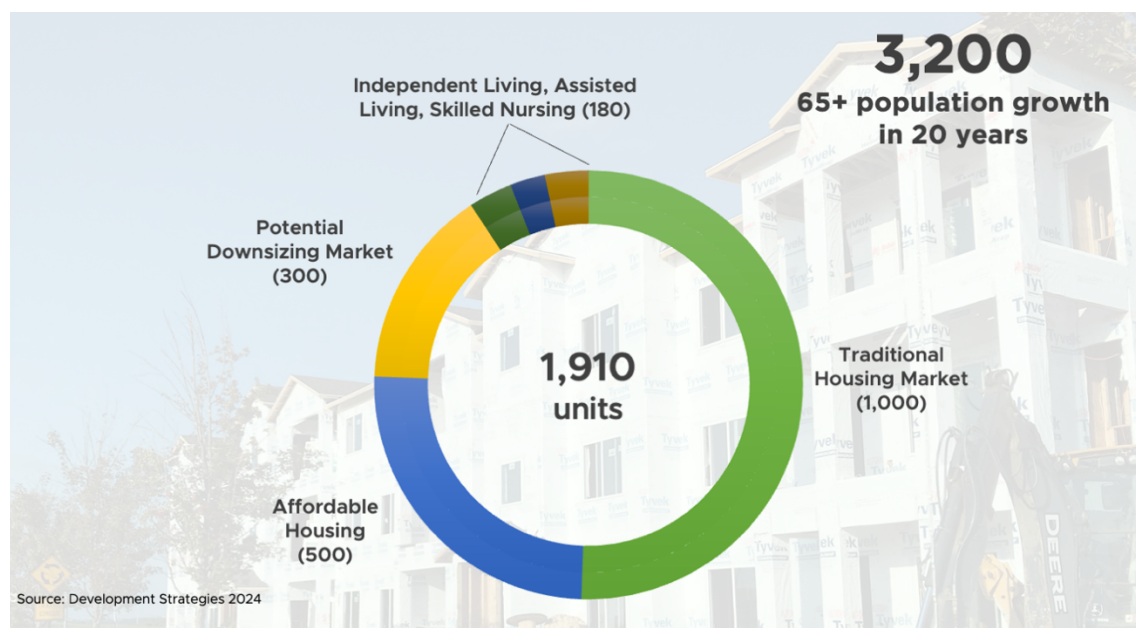
DESCRIPTION		NET DEMAND - 2024									
Units in Structure	Current Distribution	Current		5 Year		10 Year		15 Year		20 Year	
		% Share by Unit Type	# Units	% Share by Unit Type	# Units	% Share by Unit Type	# Units	% Share by Unit Type	# Units	% Share by Unit Type	# Units
Single-Family*	78%	60%	484	60%	849	60%	849	60%	1,035	60%	1,073
Duplex	2%	5%	40	10%	141	5%	71	10%	172	10%	179
Fourplex	3%	5%	40	5%	71	5%	71	5%	86	5%	89
Small Multifamily (5-9 units)	4%	15%	121	15%	212	15%	212	15%	259	15%	268
Large Multifamily (20+ units)	6%	15%	121	10%	141	15%	212	10%	172	10%	179
Total Unit Demand		807		1,415		1,414		1,724		1,788	

DESCRIPTION		NET DEMAND - 2021									
Units in Structure	Current Distribution	Current		5 Year		10 Year		15 Year		20 Year	
		% Share by Unit Type	# Units	% Share by Unit Type	# Units	% Share by Unit Type	# Units	% Share by Unit Type	# Units	% Share by Unit Type	# Units
Single-Family*	77%	60%	885	60%	735	60%	745	60%	770	60%	780
Duplex	2%	5%	75	10%	120	10%	125	10%	130	10%	130
Fourplex	4%	5%	75	5%	60	5%	60	5%	65	5%	65
Small Multifamily (5-9 units)	10%	15%	220	15%	185	15%	185	15%	195	15%	195
Large Multifamily (20+ units)	5%	15%	220	10%	120	10%	125	10%	130	10%	130
Total Unit Demand		1,475		1,220		1,240		1,290		1,300	

Senior Housing Demand, 2024 (20 Years)

As the “Senior Housing Demand, 2024” graphic below illustrates, a variety of housing types will be needed to support growth in the older adult segments. National surveys show that seniors prefer to stay in their current homes, or similar traditional market homes, as long as possible. A smaller share, approximately 15 to 20 percent, would prefer a lower-maintenance “downsizing” option, such as a smaller home (i.e., 2 BR), attached home, or appropriately designed apartment. Income trends show that there will be demand for approximately 500 affordable senior housing units and 180 units within independent living, assisted living, and skilled nursing facilities.

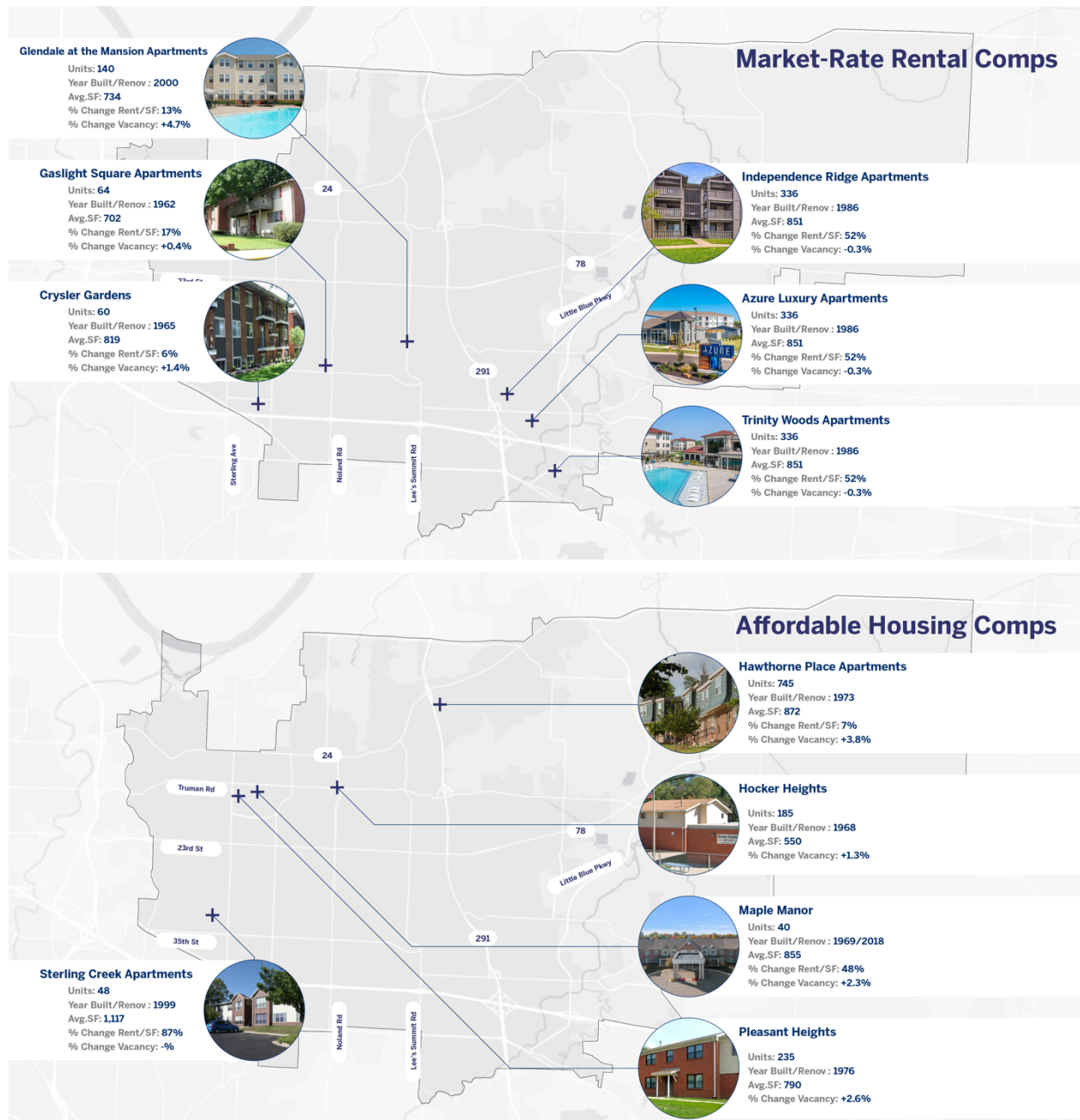
Overall, this data supports the need to diversify the housing stock so that households have options as their life stage changes and can choose to stay in Independence.



CONCLUSIONS

The analysis presented in this memo shows that there will continue to be demand for market-rate multifamily housing, as well as all types of housing at all price points. There will continue to be strong demand for quality affordable housing, moderately-priced for-sale housing, and higher-priced rental and for-sale housing.

ADDITIONAL DATA





Source: CoStar, 2024

20-Year Projections: Demand by Income Level and Housing Tenure

The following table summarizes the detailed projections that are represented on the gross demand summary graph.

INPUTS (CURRENT STATISTICS)						PROJECTED TOTAL DEMAND (GROSS)									
AMI	Income	Households	% Owner	For Sale	For Rent	Current		5 Year		10 Year		15 Year		20 Year	
						Sale	Rent	Sale	Rent	Sale	Rent	Sale	Rent	Sale	Rent
30%	\$26,450	9,504	39%	3,679	5,825	58	91	82	130	82	130	94	148	97	154
50%	\$44,050	8,822	35%	3,083	5,739	48	90	79	148	79	148	97	180	100	187
60%	\$53,950	4,680	47%	2,201	2,479	35	39	67	75	67	75	81	92	84	95
80%	\$70,500	6,967	49%	3,441	3,526	54	55	112	115	112	115	145	149	151	154
120%	\$107,900	10,276	65%	6,680	3,597	105	56	194	104	194	104	236	127	245	132
150%	\$134,900	4,124	68%	2,806	1,318	44	21	77	36	77	36	94	44	98	46
200%	\$179,850	4,073	80%	3,243	830	51	13	90	23	90	23	110	28	114	29
>200%	>\$179,850	2,954	85%	2,498	456	39	7	69	13	69	13	84	15	87	16
Units per Period						434	373	770	644	770	644	941	783	976	812
Renovated Units from Existed Stock per Period						43	37	77	65	77	65	94	79	97	81
New Construction Units per Period						390	336	694	579	693	579	847	705	878	731
Cumulative Total Units per Period						807		2,221		3,636		5,360		7,148	

BILL NO. 24-729

RESOLUTION NO. 7012

A RESOLUTION ACCEPTING THE CITY OF INDEPENDENCE CITY WIDE HOUSING STUDY UPDATE.

WHEREAS, on January 3, 2022, the City Council passed resolution No. 6757 accepting the City Wide Housing Study; and,

WHEREAS, the scope of the study collected data to assess the overall health of the City's housing stock and market conditions; and,

WHEREAS, the City-Wide Housing Study is a vital tool helping understand the current housing market and key housing issues impacting Independence; and,

WHEREAS, the City of Independence recognizes the overall benefit of strategic planning and policy decisions on housing priorities, and city-wide land use and zoning decisions; and

WHEREAS, hired Development Strategies to update the housing demand findings from the January 2022 Citywide Housing Study because the city has met demand for a key market segment—market-rate multifamily rental housing—as concluded in that study; and,

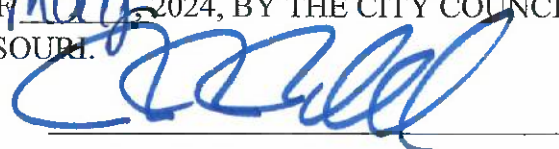
WHEREAS, even though only 2.5 years after the analysis was completed, so much has changed nationally, regionally, and locally due to a number of factors, including increases in interest rates, continuing impacts of the COVID-19 Pandemic, and shifts in market preferences; and,

WHEREAS, the results of this Housing Study will help elected officials, City staff, stakeholders and community members develop a meaningful sense of the housing market, understand key housing issues and how they impact the City of Independence and serves as a platform for strategy and policy decisions.

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 update to the City Wide Housing Study.

PASSED THIS 20th DAY OF May, 2024, BY THE CITY COUNCIL OF THE CITY OF INDEPENDENCE, MISSOURI.



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

ATTEST:

Suzanne Holland
City Clerk

APPROVED AS TO FORM AND LEGALITY:

J. W. C.
City Counselor

REVIEWED BY:

Zachary Walker
City Manager



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, April 9, 2024, and by the Independence **City Council** at 6 p.m., Monday, May 20, 2024, in the Independence City Hall City Council Chambers (lower level, north entrance) 111 E. Maple Avenue, in Independence, Missouri on the following matter(s):

Case 24-100-09 – Rezoning – 908 N. Liberty Street – A request by Bobby Anderson to rezone the property from C-2 (General Commercial) to R-6 (Single Family Residential).

Case 24-100-10 – Rezoning – 120 E. College Street – A request by Robert Scarborough to rezone the property from R-30/PUD (High Density Residential) to R-6 (Single Family Residential).

Case 24-810-01 – Preliminary Development Plan – 20300 E. Jackson Drive – A request by Menard, Inc for a Preliminary Development Plan approval for a Self-Storage Facility.

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

Case 24-175-02 – UDO Amendment #65 – Data Center Use – The City Proposes Amendment #65 of the Unified Development Ordinance to the data center use to District I-1.

The Planning Commission and City Council will conduct a full public hearing on this item.

Witness my hand this 19th day of March, 2024.

Tom Scannell, Community Development Director

The City of Independence, Missouri is an Equal Opportunity Employer/Contractor/MFD

One Insertion: March 23, 2024

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

24-032 2R An ordinance amending the Unified Development Ordinance, Chapter 14, of the City Code pertaining to Data Center use in I-1. ***This addresses item 2.1.c of the 2023-2024 Independence Action Plan.*** 2R **PASSES 7-0 Ord. No. 19550**

Recommendations:

Commissioner L. Wiley made a motion to recommend approval of case 24-175-02, UDO Amendment #65 Data Center Use in I-1.

A second to the motion was made by Commissioner Ferguson. The Independence Planning Commission voted as follows:

Commissioner Ashbaugh – Yes

Commissioner Ferguson – Yes

Commissioner Nesbitt – Yes

Commissioner O’Neil – Yes

Commissioner L. Wiley – Yes

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

Background:

In March 2021, the City proposed an amendment to the UDO dealing with Business Parks to include defined performance standards, added allowed uses, setback modifications, landscaping and screening requirements, and inclusion to the Planned Unit Development specifications of the code. As part of this amendment, the Data Center use was added to the UDO and allowed only in the BP/PUD District.

The City proposes to add the Data Center use to the I-1 District. This use is appropriate for the I-1 district and would further meet the goals of the Comprehensive Plan as it could promote the retention of and expansion of new industrial development opportunities. Further, this amendment meets one of the stated purposes of the UDO by retaining and expanding the City’s business and employment base.

Draft Planning Commission minutes:

"Case 24-175-02 – UDO Amendment #65 – Data Center Use

Staff Presentation

Rick Arroyo stated in March 2021, the City proposed an amendment to the UDO dealing with Business Parks to include defined performance standards, added allowed uses, setback modifications, landscaping and screening requirements, and inclusion to the Planned Unit Development specifications of the code. As part of this amendment, the Data Center use was added to the UDO and allowed only in the BP/PUD District.

Mr. Arroyo said the City proposes to add the Data Center use to the I-1 District. This use is appropriate for the I-1 district and would further meet the goals of the Comprehensive Plan as it could promote the retention of and expansion of new industrial development opportunities. Further, this amendment meets one of the stated purposes of the UDO by retaining and expanding the City's business and employment base.

In response Vice-Chair Nesbitt's question, Mr. Arroyo described examples of different types of Data Centers and further explained that they are for business with multiple servers or computer systems in place and people there to manage that system.

In response to Commissioner Ashbaugh's question, Mr. Arroyo explained the landscaping use would fall under industrial use and further outlined the differences between BP & I-1 Districts.

Public Comments

No public comments.

Motion

Commissioner L. Wiley made a motion to approve Case 24-175-02 – UDO Amendment #65 – Data Center Use. Commissioner Ferguson seconded the motion. The motion was approved with five affirmative votes."

Emergency Justification:

Fiscal Impact:

Council Action:

Department / Contact	Community Development /
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REVIEWERS

Tom Scannell
Meagan Borth
Jeremy Cover
Zachary Walker
Susanne Holland

ATTACHMENTS:

1. Ordinance 24-175-02 Data Center in I-1
2. City Code Changes
3. 20240524Ord. No. 19550103622

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE UNIFIED DEVELOPMENT ORDINANCE,
CHAPTER 14, OF THE CITY CODE PERTAINING TO DATA CENTER USE IN I-1.

WHEREAS, the Unified Development Ordinance was approved by the City Council on June 15, 2009, by Ordinance No. 17339 and became effective on July 1, 2009; and,

WHEREAS, after its adoption, policy issues to be addressed were discovered, and it was decided to revise these items; 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 April 9, 2024, and rendered a report to the City Council recommending the text amendment to the UDO be approved by a vote of 5-0; and,

WHEREAS, City Council has authority under RSMo. Ch. 89.020 to enact and amend zoning ordinances to promote health, safety, morals, and the general welfare of the community; and,

WHEREAS, after due public notice in the manner prescribed by law, the City Council held a public hearing on May 20, 2024, and rendered a decision to approve the changes to the Unified Development Ordinance; and,

WHEREAS, in accordance with the Unified Development Ordinance, it was determined that the request is consistent with the review criteria in Section 14-701-01-F.

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

SECTION 1. That Section 14-302-03 of Chapter 14, Unified Development Ordinance, is hereby amended to read as follows:

14-302-03 Uses

14-302-03-A. Use Table. Uses are allowed in I zoning districts in accordance with Table 302-1, below.

14-302-03-B. Use Classification System. For the purpose of this development ordinance, uses are classified into "use groups," "use categories," and "specific use types." These are described and defined in Article 14-200. The first column of Table 302-1 lists the groups, categories and types allowed in one or more I districts.

14-302-03-C. Permitted Uses. Uses identified with a "P" in Table 302-1 are permitted as-of-right in the subject zoning district, subject to compliance with all other applicable standards of this development ordinance.

14-302-03-D. Permitted Uses with Minimum Use Standards. Uses identified with a "C" in Table 302-1 are permitted as-of-right in the subject zoning district, subject to compliance with the

Use Standards referenced in the right column of Table 302-1, and all other applicable standards of this development ordinance.

14-302-03-E. Special Uses. Uses identified with an "S" in Table 302-1 may be allowed if reviewed and approved in accordance with the special use procedures of Article 14-704.

14-302-03-F. Prohibited Uses. Uses not listed and those identified with a "—" are expressly prohibited.

14-302-03-G. Use Standards. The "use standards" column of Table 302-1 identifies use-specific standards that apply to some uses. Compliance with such standards is required. Variances to use standards are prohibited.

Table 302-1 Industrial Districts Use Table					
P: Permitted		S: Special Use Permit Required		C: Conditional Uses	—: Not Allowed
Use <i>Specific use type</i>	Category	Zoning District			Use Standards
		B-P/PUD	I-1	I-2	
COMMERCIAL					
Data Processing and Hosting		P	— <u>P</u>	—	

SECTION 2. That all other parts and provisions of the City Code shall be in full force and effect unless previously or subsequently amended or repealed.

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

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

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

ATTEST:

City Clerk

APPROVED - FORM AND LEGALITY:

City Counselor

REVIEWED BY:

City Manager

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

14-302 INDUSTRIAL DISTRICTS

14-302-03 Uses

14-302-03-A.Use Table. Uses are allowed in I zoning districts in accordance with Table 302-1, below.

14-302-03-B.Use Classification System. For the purpose of this development ordinance, uses are classified into "use groups," "use categories," and "specific use types." These are described and defined in Article 14-200. The first column of Table 302-1 lists the groups, categories and types allowed in one or more I districts.

14-302-03-C.Permitted Uses. Uses identified with a "P" in Table 302-1 are permitted as-of-right in the subject zoning district, subject to compliance with all other applicable standards of this development ordinance.

14-302-03-D.Permitted Uses with Minimum Use Standards. Uses identified with a "C" in Table 302-1 are permitted as-of-right in the subject zoning district, subject to compliance with the Use Standards referenced in the right column of Table 302-1, and all other applicable standards of this development ordinance.

14-302-03-E.Special Uses. Uses identified with an "S" in Table 302-1 may be allowed if reviewed and approved in accordance with the special use procedures of Article 14-704.

14-302-03-F.Prohibited Uses. Uses not listed and those identified with a "—" are expressly prohibited.

14-302-03-G.Use Standards. The "use standards" column of Table 302-1 identifies use-specific standards that apply to some uses. Compliance with such standards is required. Variances to use standards are prohibited.

Table 302-1 Industrial Districts Use Table					
P: Permitted		S: Special Use Permit Required		C: Conditional Uses	—: Not Allowed
Use Category Specific use type	Zoning District			Use Standards	
	B-P/PUD	I-1	I-2		
COMMERCIAL					
Data Processing and Hosting	P	—P	—		

BILL NO. 24-032

ORDINANCE NO. 19550

AN ORDINANCE AMENDING THE UNIFIED DEVELOPMENT ORDINANCE, CHAPTER 14, OF THE CITY CODE PERTAINING TO DATA CENTER USE IN I-1.

WHEREAS, the Unified Development Ordinance was approved by the City Council on June 15, 2009, by Ordinance No. 17339 and became effective on July 1, 2009; and,

WHEREAS, after its adoption, policy issues to be addressed were discovered, and it was decided to revise these items; 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 April 9, 2024, and rendered a report to the City Council recommending the text amendment to the UDO be approved by a vote of 5-0; and,

WHEREAS, City Council has authority under RSMo. Ch. 89.020 to enact and amend zoning ordinances to promote health, safety, morals, and the general welfare of the community; and,

WHEREAS, after due public notice in the manner prescribed by law, the City Council held a public hearing on May 20, 2024, and rendered a decision to approve the changes to the Unified Development Ordinance; and,

WHEREAS, in accordance with the Unified Development Ordinance, it was determined that the request is consistent with the review criteria in Section 14-701-01-F.

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

SECTION 1. That Section 14-302-03 of Chapter 14, Unified Development Ordinance, is hereby amended to read as follows:

14-302-03 Uses

14-302-03-A. Use Table. Uses are allowed in I zoning districts in accordance with Table 302-1, below.

14-302-03-B. Use Classification System. For the purpose of this development ordinance, uses are classified into "use groups," "use categories," and "specific use types." These are described and defined in Article 14-200. The first column of Table 302-1 lists the groups, categories and types allowed in one or more I districts.

14-302-03-C. Permitted Uses. Uses identified with a "P" in Table 302-1 are permitted as-of-right in the subject zoning district, subject to compliance with all other applicable standards of this development ordinance.

14-302-03-D. Permitted Uses with Minimum Use Standards. Uses identified with a "C" in Table 302-1 are permitted as-of-right in the subject zoning district, subject to compliance with the

Use Standards referenced in the right column of Table 302-1, and all other applicable standards of this development ordinance.

14-302-03-E. Special Uses. Uses identified with an "S" in Table 302-1 may be allowed if reviewed and approved in accordance with the special use procedures of Article 14-704.

14-302-03-F. Prohibited Uses. Uses not listed and those identified with a "—" are expressly prohibited.

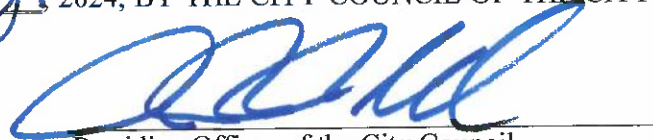
14-302-03-G. Use Standards. The "use standards" column of Table 302-1 identifies use-specific standards that apply to some uses. Compliance with such standards is required. Variances to use standards are prohibited.

Table 302-1 Industrial Districts Use Table							
P: Permitted		S: Special Use Permit Required		C: Conditional Uses		—: Not Allowed	
Use <i>Specific use type</i>	Category	Zoning District			Use Standards		
		B-P/PUD	I-1	I-2			
COMMERCIAL							
Data Processing and Hosting		P	—P	—			

SECTION 2. That all other parts and provisions of the City Code shall be in full force and effect unless previously or subsequently amended or repealed.

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

PASSED THIS 20th DAY OF May, 2024, BY THE CITY COUNCIL OF THE CITY OF INDEPENDENCE, MISSOURI.


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

ATTEST:

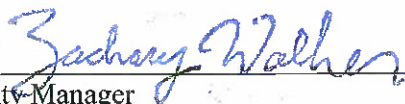

City Clerk

APPROVED - FORM AND LEGALITY:


City Counselor

REVIEWED BY:





City Manager

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

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, March 26, 2024, and by the Independence **City Council** at 6 p.m., Monday, May 20, 2024, in the Independence City Hall City Council Chambers (lower level, north entrance) 111 E. Maple Avenue, in Independence, Missouri on the following matter(s):

Case 24-100-07 – Rezoning – 210 E. College Street – A request by Ashley Abbott to rezone the property from C-2 (General Commercial) to R-6 (Single-Family Residential).

Case 24-100-08 – Rezoning – 9519 E. Truman Road – A request by Elevated Spaces LLC to rezone the property from C-2 (General Commercial) and R-12 (Two Family Residential) 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 Development Department and Law Department at least seven (7) days prior to the City Council meeting.

Witness my hand this 6th day of March, 2024.

Tom Scannell
Community Development Director

The City of Independence, Missouri is an Equal Opportunity Employer/Contractor/MFD
One Insertion: March 9, 2024

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

24-034 2R An ordinance approving a rezoning from District C-2 (General Commercial) and District R-12 (Two-Family Residential) to District R-6 (Single-Family Residential) for the property at 9519 E. Truman Road. 2R **POSTPONED FOR 60 DAYS to July 15th agenda - moved to June 3rd Agenda**

Recommendations:

Commissioner Nesbitt made a motion to recommend approval of case 24-100-08, the rezoning of 9519 E. Truman Road. A second to the motion was made by Commissioner O'Neil. The Independence Planning Commission voted as follows:

Commissioner Ashbaugh – Yes
Commissioner Ferguson – Yes
Commissioner McClain – Yes
Commissioner Nesbitt – Yes
Commissioner O'Neil – Yes
Commissioner H. Wiley – Yes
Commissioner L. Wiley – Absent

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

Background:

A request by April Mote to rezone the property from C-2 (General Commercial) and R-12 (Two-Family Residential) to R-6 (Single-Family Residential).

The applicant recently purchased this dilapidated and vacant commercial/residential property and wishes to rezone to allow the property to be rehabilitated for residential use. The north 225 feet of this 570-foot-deep lot is zoned C-2 (General Commercial), and the remainder is zoned R-12 (Two-Family Residential). The vacant house, a usable accessory structure, and a portion of a dilapidated commercial structure is on the commercially zoned portion of the property. The remainder of that commercial structure and four other dilapidated accessory structures are on the southern residentially zoned portion of the property. It is believed in the past, a machine shop existed on the property. In contemporary times, the site has been used to store assorted junk and vehicles.

NECESSARY IMPROVEMENTS FOR A BUILDING PERMIT:

The applicant will need to take care of three major issues before any building permits are issued. First, the property will need to be rezoned from two to one single zoning district (being addressed with this application). Second, the gravel driveway must be paved, and any portion of the driveway (dirt or gravel) not improved must be eliminated. Third, except for the northern most accessory building, all other accessory structures (which are dilapidated and/or commercial in nature) will need to be removed.

Additionally, all code violation issues need to be addressed or enforcement actions may be initiated.

PHYSICAL CHARACTERISTICS OF PROPERTY:

The subject property sets on higher ground to the south of Truman Road. At the top of the embankment, approximately 50 feet back from the roadway, sets the two-story pink house. Access to the property is via an existing gravel driveway along the east side of the property passing the house and leading to a loop that is not only unimproved, but simply dirt in place and is flanked by dilapidated commercial/industrial/buildings and sheds. Large shade trees are spaced throughout the property.

CHARACTERISTICS OF THE AREA:

The Truman Road corridor across the street to the north and going eastward along the street have long been commercial. (There is a high school property as well). Many of the brick and wood buildings, most with very little setback from the road, have been there for decades. The buildings to the north were either built or modified for automotive uses. The blocks immediate to the west and northwest along Truman Road have been either undeveloped or contain single-family residences. Single-family lots flank the south and most of the east and west sides of the property.

REQUEST:

The applicant seeks to have this property rezoned to R-6 (Single-Family Residential) so that this property containing a house with two zonings can be rehabilitated for single-family residential use.

ANALYSIS:

Consistency with *Independence for All*, Strategic Plan:

Rezoning this property is consistent with the *Independence for All*, Strategic Plan. The application is within keeping with the Measures for Success for, "Improved housing conditions."

Comprehensive Plan Guiding Land Use Principles:

The Comprehensive plan envisions the future land use of this property and the surrounding area to be Mixed Use.

Zoning:

If rezoned, the single-residential zoning would be consistent with the surrounding single-family uses neighboring to the west, south and east.

Historic and Archeological Sites:

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

Public Utilities:

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

CIP Investments:

Currently there are no CIP investments in this area.

REVIEW CRITERIA:

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

1. Conformance of the requested zoning with the comprehensive plan.

The Comprehensive Plan envisions this area to be Mixed Use. However, rezoning would support a continued attempt to reverse the creation of "stripped-out" commercial along the corridor and instead encourage commercial to be concentrated in nodes at major intersections.

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

This property is located within the Truman-Winner Road sub-area plan area. This purpose of

this plan was to explore ways to incorporate amenities and infrastructure to support multiple transportation options including enhanced vehicular, bus, bicycle, and pedestrian transportation. Of particular importance was enhancing pedestrian transportation.

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

If rezoned, the property would be congruent with the neighboring R-6 area to the east, west and south.

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

The existing character of the surrounding neighborhood is that of a single-family residential neighborhood.

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

With the current zoning in place, the existing single-family home along Truman Road is not permitted. By rezoning the entirety of the property to R-6, the applicant will be able to use the property for residential uses.

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

The property (residential and commercial) has sat vacant for a number of years.

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

Rezoning this property to R-6 will not have a detrimental effect on the nearby properties. This is because the residential use of the property will not be different from what has already existed there before and currently exists in the surrounding neighborhoods.

8. The gain, if any, to the public health, safety, and welfare due to denial of the application, as compared to the hardship imposed upon the landowner, if any, because of denial of the application.

Denial of this rezoning will prevent this property from being used at all because you cannot have two zonings on the same property.

Draft Planning Commission minutes:

"Case 24-100-08 – Rezoning – 9519 E. Truman Road

Staff Presentation

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

In response to Commissioner Nesbitt's question, Mr. Arroyo stated he would have to review the CIP to see if there are any projects off Truman.

Mr. Harker responded to Commissioner Ashbaugh's question regarding necessary improvements for a building permit and conditions to zoning not made at that time stating they cannot legally condition zoning.

Applicant Comments

Dan Steiner, 404 NE Fox Trail Drive, Blue Springs, stated the property is split between residential and commercial and would like to have it all zoned for residential so he can complete repairs.

Public Comments

Brian Kearney, 9725 E. Winner Road, stated his support for rezoning to a residential zoning and how it will help improve the neighborhood.

Motion

Commissioner Nesbitt made a motion to approve Case 24-100-08 – Rezoning – 9519 E. Truman Road. Commissioner O'Neill seconded the motion. The motion was approved with six affirmative votes."

Emergency Justification:

Fiscal Impact:

Council Action:

Department / Contact	Community Development /
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REVIEWERS

Tom Scannell
Meagan Borth
Jeremy Cover
Zachary Walker
Susanne Holland

ATTACHMENTS:

1. 1. Draft Ordinance 24-100-08
2. 2. Staff Report 24-100-08
3. 3. Narrative
4. 4. Application
5. 5. NotificationAddressListAfidavit
6. 6. Notification Area Map
7. 7. Aerial Photograph
8. 8. Site Plan
9. 9. Comp Plan Map
10. 10. Zoning Map

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE APPROVING A REZONING FROM DISTRICT C-2 (GENERAL COMMERCIAL) AND DISTRICT R-12 (TWO-FAMILY RESIDENTIAL) TO DISTRICT R-6 (SINGLE-FAMILY RESIDENTIAL) FOR THE PROPERTY AT 9519 E. TRUMAN ROAD.

WHEREAS, an application submitted by April Mote is requesting approval of a rezoning from District C-2 (General Commercial) and District R-12 (Two-Family Residential) to District R-6 (Single-Family Residential) for the property at 9519 E. Truman Road 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 March 26, 2024, and rendered a report to the City Council recommending the rezoning be approved by a vote of 6-0; and,

WHEREAS, after due public notice in the manner prescribed by law, the City Council held a public hearing on May 20, 2024, and rendered a decision to approve the rezoning of the said property; and,

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

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

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

SECTION 1. That the following legally described property is hereby rezoned from District C-2 (General Commercial) and District R-12 (Two-Family Residential) to District R-6 (Single-Family Residential) and shall be subject to the regulations of said district:

Twyman Estate; Block 1; Lot 6 and 7

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

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

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

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

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

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

ATTEST:

City Clerk

APPROVED AS TO FORM AND LEGALITY:

City Counselor

REVIEWED BY:

City Manager

MEETING DATE: March 26, 2024 **STAFF:** Brian Harker, Senior Planner

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

CASE NUMBER/REQUEST: **Case 24-100-08 – Rezoning – 9519 E. Truman Road** – A request by Elevated Spaces LLC to rezone the property from C-2 (General Commercial) and R-12 (Two Family Residential) to R-6 (Single Family Residential).

APPLICANT/OWNER: April Mote

PROPERTY ADDRESS: 9519 E. Truman Road

SURROUNDING ZONING/LAND USE:

North: C-2...automotive repair
East: C-2 and R-12...restaurant and single-family residences
South: R-12...single-family residences
West: C-2 and R-12...undeveloped lot and single-family residences

PUBLIC NOTICE

- Letters to property owners within 185 feet – February 26, 2024
- Public Notice published in the Independence Examiner – March 6, 2024
- Sign posted on property – March 8, 2024

FURTHER ACTION:

Following action by the Planning Commission, this rezoning request is scheduled for first reading by the City Council on May 6, 2024, and the public hearing/second reading on May 20, 2024.

RECOMMENDATION

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

PROJECT DESCRIPTION & BACKGROUND INFORMATION

PROJECT DESCRIPTION: A request by April Mote to rezone the property from C-2 (General Commercial) and R-12 (Two-Family Residential) to R-6 (Single-Family Residential).

Current Zoning: C-2 (General Commercial)
and R-12 (Two-Family Residential)

Prior to 2009: R-12 was R-2 (Two-Family Residential)

Prior to 1980: C-2 was C-3 (Commercial)

Current Use: Single-Family Home

Acreage: 1.89-acres

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

Proposed Use: Single-Family Home

Building Square Footage: 1,368-square feet

BACKGROUND:

The applicant recently purchased this dilapidated and vacant commercial/residential property and wants to rezone to permit the property to be rehabilitated for residential use. The north 225 feet of this 570-foot-deep lot is zoned C-2 (General Commercial) and the remainder is zoned R-12 (Two-Family Residential). The vacant house, a usable accessory structure, and a portion of a dilapidated commercial structure is on the commercially zoned portion of the property. The remainder of that commercial structure and four other dilapidated accessory structures are on the southern residentially zoned portion of the property. It is believed in the past, a machine shop existed on the property. In contemporary times, the site has been used to store assorted junk and vehicles.

NECESSARY IMPROVEMENTS FOR A BUILDING PERMIT:

The applicant will need to take care of three major issues before any building permits are issued. First, the property will need to be rezoned from two to one single zoning district (being addressed with this application). Second, the gravel driveway must be paved, and any portion of the driveway (dirt or gravel) not improved must be eliminated. Third, except for the northern most accessory building, all other accessory structures (which are dilapidated and/or commercial in nature) will need to be removed.

Additionally, all code violation issues need to be addressed or enforcement actions may be initiated.

PHYSICAL CHARACTERISTICS OF THE PROPERTY:

The subject property sets on higher ground to the south of Truman Road. At the top of the embankment, approximately 50 feet back from the roadway, sets the two-story pink house. Access to the property is via an existing gravel driveway along the east side of the property passing the house and leading to a loop that is not only unimproved, but simply dirt in place and is flanked by dilapidated commercial/industrial/buildings and sheds. Large shade trees are spaced throughout the property.

CHARACTERISTICS OF THE AREA:

The Truman Road corridor across the street to the north and going eastward along the street have long been commercial. (There is a high school property as well). Many of the brick and wood buildings, most with very little setback from the road, have been there for decades. The buildings to the north were either built or modified for automotive uses. The blocks immediate to the west and northwest along Truman Road have been either undeveloped or contain single-family residences. Single-family lots flank the south and most of the east and west sides of the property.

REQUEST:

The applicant seeks to have this property rezoned to R-6 (Single-Family Residential) so that this property containing a house with two zonings can be rehabilitated for single-family residential use.

ANALYSIS

Consistency with *Independence for All*, Strategic Plan:

Rezoning this property is consistent with the *Independence for All*, Strategic Plan. The application is

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

Comprehensive Plan Guiding Land Use Principles:

The Comprehensive plan envisions the future land use of this property and the surrounding area to be Mixed Use.

Zoning:

If rezoned, the single-residential zoning would be consistent with the surrounding single-family uses neighboring to the west, south and east.

Historic and Archeological Sites:

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

Public Utilities:

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

CIP Investments:

Currently there are no CIP investments in this area.

REVIEW CRITERIA

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

1. Conformance of the requested zoning with the comprehensive plan.

The Comprehensive Plan envisions this area to be Mixed Use. However, rezoning would support a continued attempt to reverse the creation of “stripped-out” commercial along the corridor and instead encourage commercial to be concentrated in nodes at major intersections.

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

This property is located within the Truman-Winner Road sub-area plan area. This purpose of this plan was to explore ways to incorporate amenities and infrastructure to support multiple transportation options including enhanced vehicular, bus, bicycle, and pedestrian transportation. Of particular importance was enhancing pedestrian transportation.

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

If rezoned, the property would be congruent with the neighboring R-6 area to the east, west and south.

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

The existing character of the surrounding neighborhood is that of a single-family residential neighborhood.

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

With the current zoning in place, the existing single-family home along Truman Road is not permitted. By rezoning the entirety of the property to R-6, the applicant will be able to use the property for residential uses.

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

The property (residential and commercial) has sat vacant for a number of years.

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

Rezoning this property to R-6 will not have a detrimental effect on the nearby properties. This is because the residential use of the property will not be all that different from what has already existed there before and currently exists in the surrounding neighborhoods.

8. The gain, if any, to the public health, safety, and welfare due to denial of the application, as compared to the hardship imposed upon the landowner, if any, because of denial of the application.

Denial of this rezoning will prevent this property from being used at all because you cannot have two zonings on the same property.

EXHIBITS

1. Narrative
2. Application
3. Notification/Addresses/Affidavit
4. Aerial Photo
5. Site Plan
6. Comp Plan Map
7. Zoning Map

I Am trying to turn the
house into Residential zoning
so I can rehab the house
and then sell the entire
property as one parcel.

Currently mil-zoned.

2023-03018



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

Project Name: Residential
9519 E Truman Road

Project Address/Location: 1368 St
1.89

Sq. Ft. of Building: 1368 St Acreage: 1.89 Number of Lots/Tracts: 1 Steam Buffer (Yes or No):

Existing Zoning: C-2/R-12 Proposed Zoning: R-6 Existing Land Use: House's Storage Proposed Land Use: House's Residential accessory building

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

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

Contact Information

Applicant

Name: April Mote Company: Elevated Spaces LLC

Address: 17200 E 23rd St S

Phone: 816-527-6037 Email: Purposednrendesign.kc@gmail.com

Architect/Engineer/Surveyor/Other: _____

Name: _____ Company: _____

Address: _____

Phone: _____

Email: _____

Owner

Name: D+S Investing LLC Company: D+S Investing LLC

Address: 404 NE Fox Trail BSMO 64014

Phone: 816 888 9798 Email: Simon A. U. 11c@gmail.com

Architect/Engineer/Surveyor/Other: _____

Name: _____ Company: _____

Address: _____

Phone: _____

Email: _____

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

Applicant's Signature: [Signature] Date: 2/8/2023

Owner's Signature: [Signature] Date: _____

Property Owner Notification Letter
City of Independence, Missouri

Date: 2/26/24

Case No. 24-100-08

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: Change the house from
Commercial zoning to Residential zoning

Applicant: D+S Investing LLC

Location of Property: 9519 E Truman Rd Ind MO 64052

Planning Commission Meeting Date: March 26, 2024 at 6:00 p.m.

City Council Meeting Date: MAY 20, 2024 at 6:00 p.m.

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

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

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

Auburn E. Stiner
Applicant (or Owner/Agent)

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

Property Owner Notification Affidavit

STATE OF MISSOURI

COUNTY OF JACKSON

Case No. 24-100-08

I, Auburn Stiner, 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 26 day of February, 2024.

Auburn E Stiner

Signature of Agent, Owner or Attorney

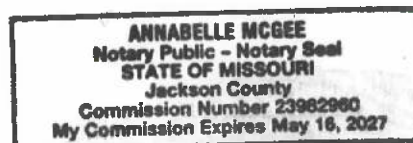
Subscribed and sworn to before me this 26 day of February, 2024.

Annabelle McGee

Notary Public

May 16th, 2027

Commission Expiration Date



Brian Harker

From: Auburn Stiner <dandsinvesting@gmail.com>
Sent: Friday, March 15, 2024 5:00 PM
To: Brian Harker
Subject: Re: rezoning letters

You don't often get email from dandsinvesting@gmail.com. [Learn why this is important](#)

[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 PAB or forward to phish-report@indepmo.org

John Parks
1215 & 1217 S Glenwood Ave
Indep, Mo 64052

Ana Garcia for 1219 S Glenwood Ave
1329 W 30th St S
Indep, Mo 64052

Sandra Viera
1221 S Glenwood Ave
Indep, Mo 64052

Ronny Britain
1223 S Glenwood Ave
Indep, Mo 64052

Elizabeth Jaeger
1225 S Glenwood Ave
Indep, Mo 64052

Shawn Sood for 1227 S Glenwood Ave
14008 W 72nd St
Shawnee, KS 66216

Diana Sanchez
1229 S Glenwood Ave
Indep, Mo 64052

Timothy Severt
9508 E 13th St
Indep, Mo 64052

Racheal Seek
9510 E 13th St
Indep, Mo 64052

Paul Cooper Jr & Evelyn Cooper
9516 E 13th St
Indep, Mo 64052

Chris Daniel
9753 Winner Rd
Indep, Mo 64052

Randall Pyle
9751 Winner Rd
Indep, Mo 64052

Dionne Peterson & Brian Schneider
9735 E Winner Rd
Indep, Mo 64052

Tracy Leavey
9733 E Winner Rd
Indep, Mo 64052

Brian & Peggy Kearney
9725 E Winner Rd
Indep, Mo 64052

Jamisha Hattley
9717 E Winner Rd
Indep, Mo 64052

Be Independence LLC for 9541 E Truman Rd
9665 Wilshire Blvd Ste 200
Beverly Hills, CA 90212

Donald Mann for 9520, 9510, 9514 E Truman Rd
3722 Davidson Rd
Indep, Mo 64055

Brandon Fryer for 9508 & 9510 E Truman Rd
16514 E Mechanic Ave
Indep, Mo 64050

Isaac & Sara Mayfield for 9420 E Truman Rd
10016 E Truman Rd
Indep, Mo 64052

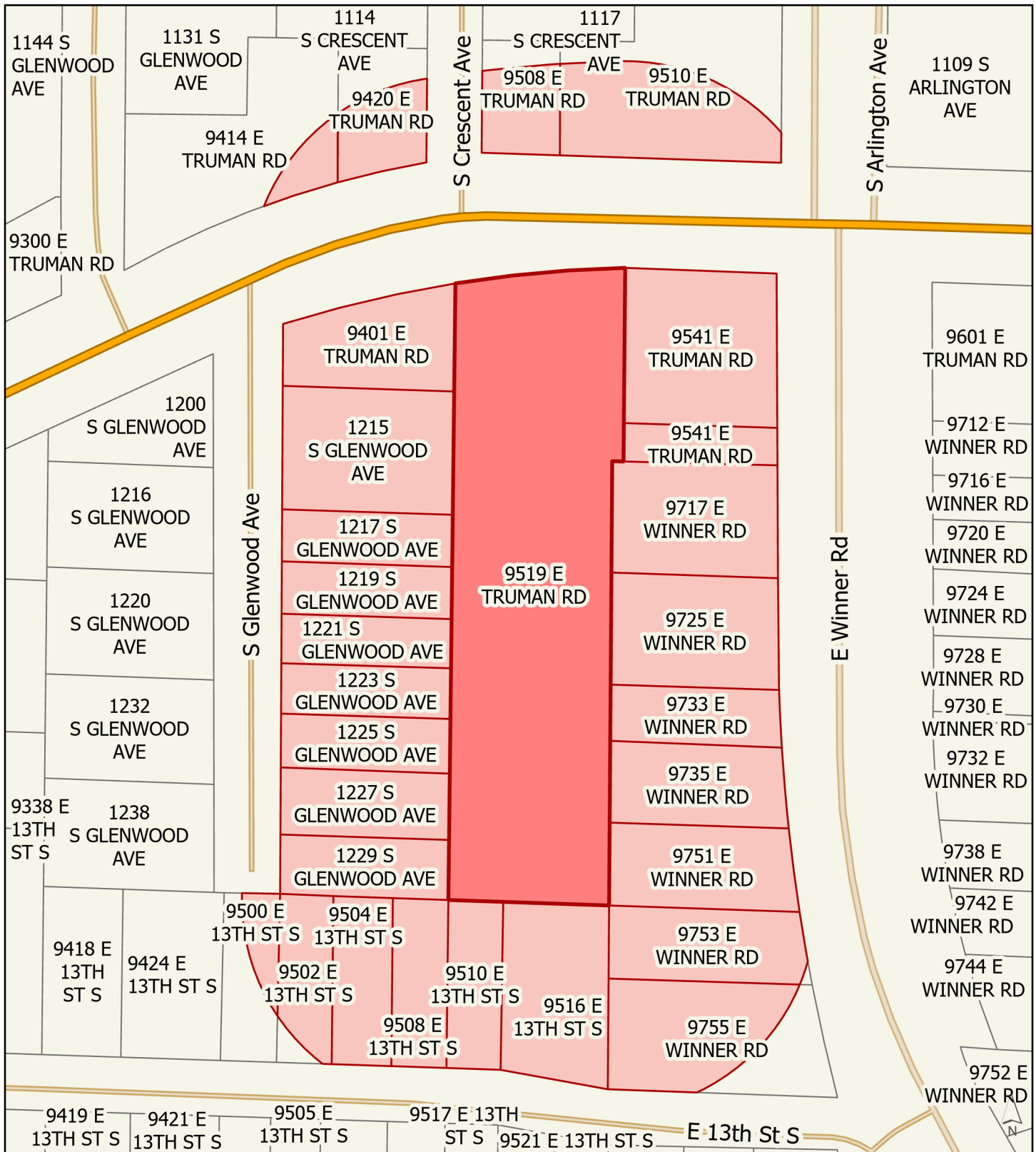
Church of God
9414 E Truman Rd
Indep, Mo 64052

Francene Eubanks for 9401 E Truman Rd
1525 S Arlington Ave
Indep, Mo 64052

Notification Area

24-100-08

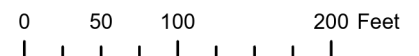
9519 E Truman Road, Independence, MO 64052



Subject Property



185 ft Buffer Area



Prepared by Joshua Garrett, Community Development
Date: 3/18/2024



2/8/2024, 3:48:20 PM
Municipal Boundaries 2023

Community Development Front Counter Map

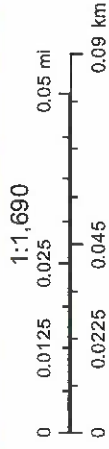


3/15/2024, 3:44:07 PM



Parcels

Municipal Boundaries 2023



Legend

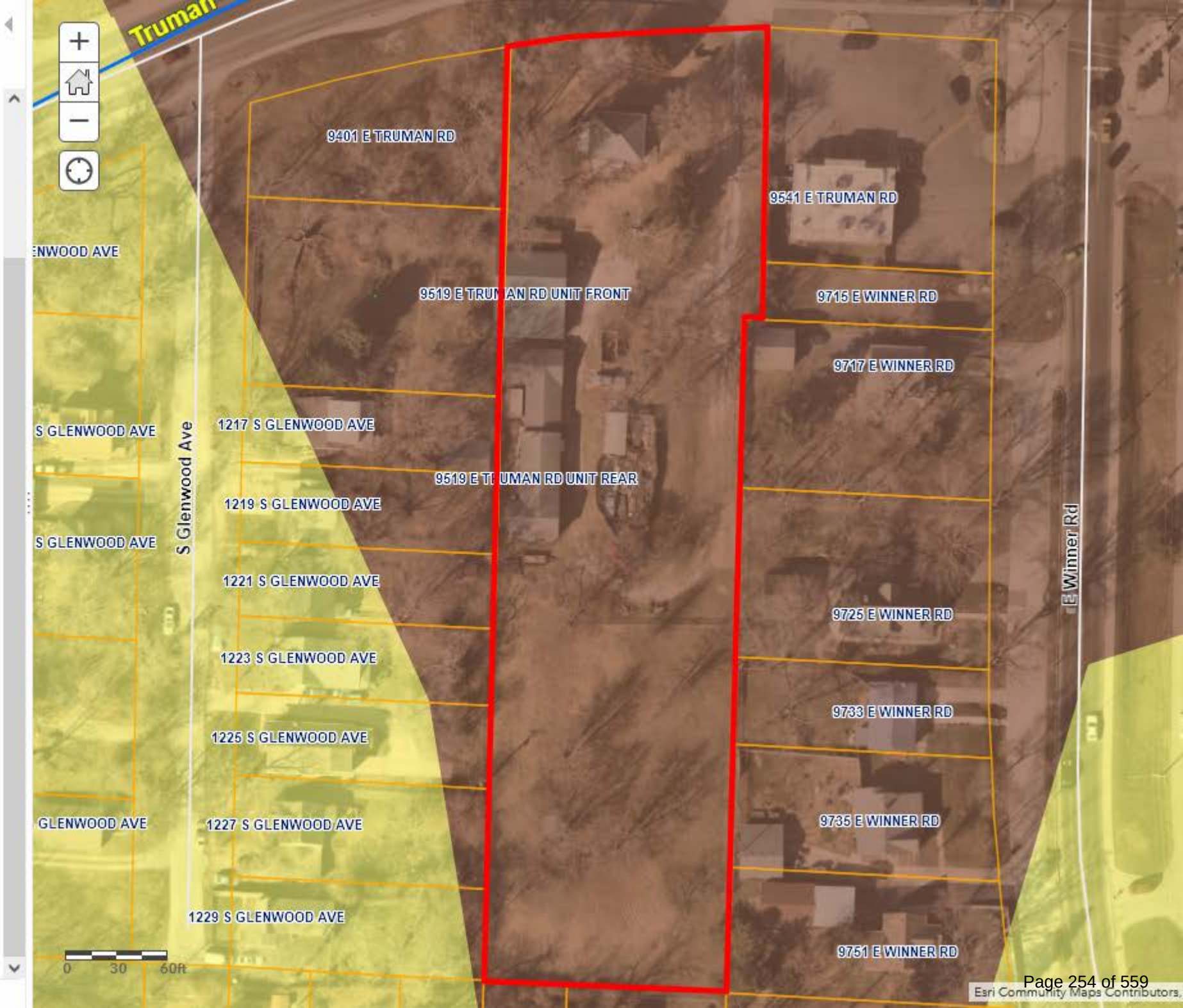
Road Centerline

Parcels

Proposed Land Use (Comp Plan)

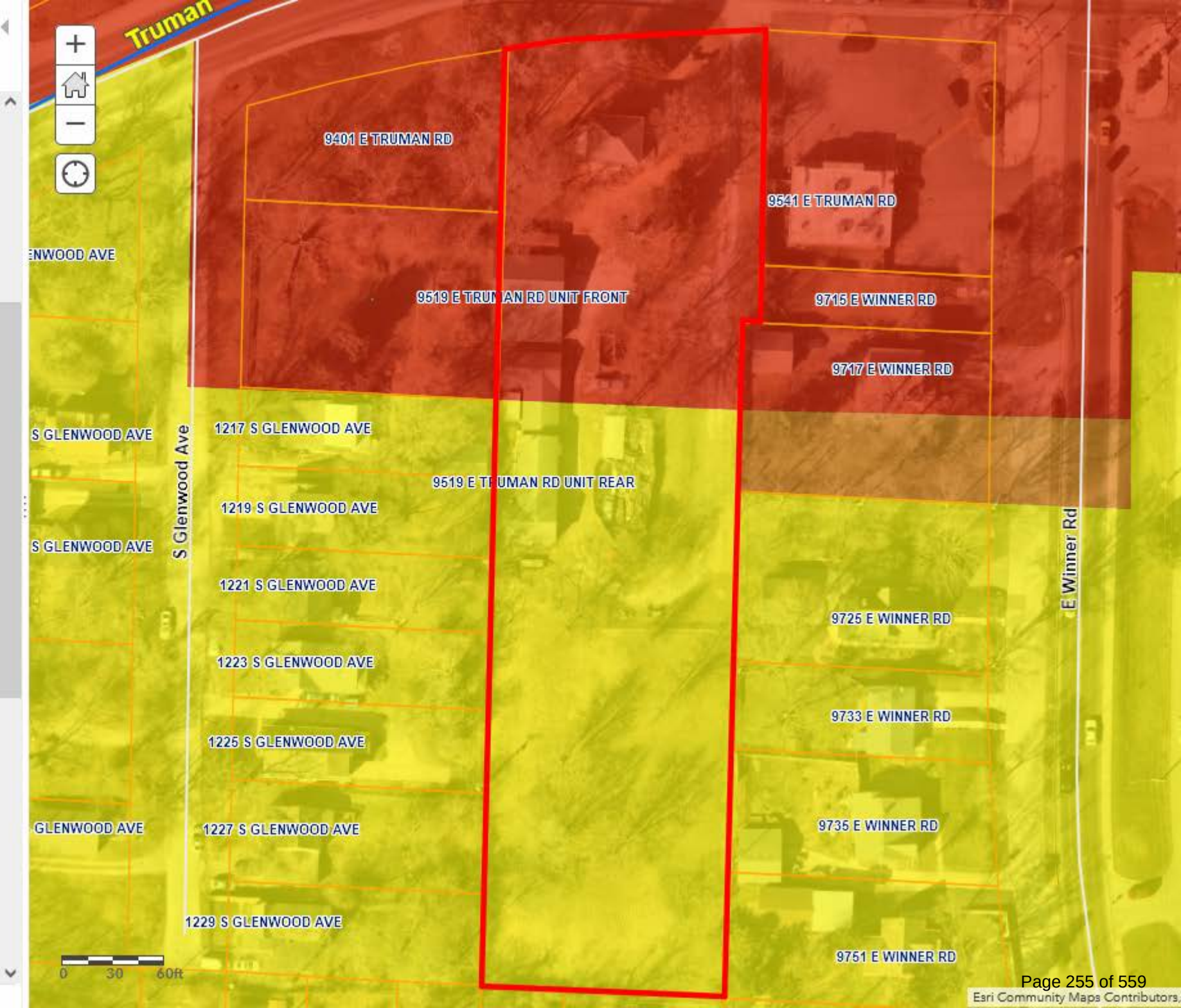
- Residential Neighborhoods
- Residential Urban Neighborhoods
- Mixed Use
- Neighborhood Commercial
- Community Commercial
- Regional Commercial
- Office
- Business Park
- Industrial
- Civic/Public
- Community Attraction
- Parks
- Agricultural

Municipal Boundaries 2023



Legend
Zoning Districts view

- ARTS
- BP
- BP/PUD
- C-1
- C-2
- C-2/HL
- C-2/I-1/U
- C-2/PUD
- C-3
- DFD
- I-1
- I-1/HL
- I-1/U
- I-2
- O-1
- O-1/PUD
- R-1
- R-12
- R-12/HL
- R-12/PUD
- R-18/PUD
- R-2



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, April 9, 2024, and by the Independence **City Council** at 6 p.m., Monday, May 20, 2024, in the Independence City Hall City Council Chambers (lower level, north entrance) 111 E. Maple Avenue, in Independence, Missouri on the following matter(s):

Case 24-100-09 – Rezoning – 908 N. Liberty Street – A request by Bobby Anderson to rezone the property from C-2 (General Commercial) to R-6 (Single Family Residential).

Case 24-100-10 – Rezoning – 120 E. College Street – A request by Robert Scarborough to rezone the property from R-30/PUD (High Density Residential) to R-6 (Single Family Residential).

Case 24-810-01 – Preliminary Development Plan – 20300 E. Jackson Drive – A request by Menard, Inc for a Preliminary Development Plan approval for a Self-Storage Facility.

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

Case 24-175-02 – UDO Amendment #65 – Data Center Use – The City Proposes Amendment #65 of the Unified Development Ordinance to the data center use to District I-1.

The Planning Commission and City Council will conduct a full public hearing on this item.

Witness my hand this 19th day of March, 2024.

Tom Scannell, Community Development Director

The City of Independence, Missouri is an Equal Opportunity Employer/Contractor/MFD

One Insertion: March 23, 2024

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

24-035 2R An ordinance approving a rezoning from District R-30/PUD (High Density Residential) to R-6 (Single Family Residential) for the property at 120 E College Street. 2R **POSTPONED FOR 60 DAYS to July 15th agenda - moved to June 3rd agenda**

Recommendations:

Commissioner Ashbaugh made a motion to recommend approval of case 24-100-10, the rezoning of 120 E. College Street. A second to the motion was made by Commissioner Ferguson. The Independence Planning Commission voted as follows:

Commissioner Ashbaugh – Yes

Commissioner Ferguson – Yes

Commissioner McClain – Absent

Commissioner Nesbitt – Yes

Commissioner O’Neil – Yes

Commissioner H. Wiley – Absent

Commissioner L. Wiley – Yes

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

Background:

A request by Rob Scarborough to rezone the subject property from R-30/PUD (High Density Residential) to R-6 (Single-Family Residential).

The applicant has submitted an application to operate a Short-Term Rental on the property. The Unified Development Ordinance requires limits STRs in residential zones to R-6 (Single-Family Residential) and R-12 (Two-Family Residential) districts. The current zoning for the property is R-30/PUD (High-Density Residential). Despite the multifamily zoning, the property has always been a single-family residence since the home was built in 1890.

PROPERTY HISTORY:

The residential lot was platted in October of 1873 and the home on the property was built in 1890. In 1965, it was zoned R-4 (Apartments). In 1980 the zoning was updated to be R-4 (High Density Residential) and in 2009, when the current version of the UDO was adopted, the zoning was updated to R-30/PUD (High Density Residential). The zoning of the property has remained unchanged since this update in 2009.

PHYSICAL CHARACTERISTICS OF PROPERTY:

The home sets on a 0.31-acre lot. It is a single-story home with a newly paved driveway on the east side. The house has three bedrooms, a living room, kitchen, dining room, and a bathroom.

CHARACTERISTICS OF THE AREA:

An apartment building lies to the east of the subject property. Other Single-Family style homes lie to the North and West. South of the property, across College Street, are a few businesses and a smaller apartment complex.

REQUEST:

The applicant seeks to have this property rezoned to R-6 (Single-Family Residential) so that the property can be used for a Short-Term Rental.

ANALYSIS:

Consistency with *Independence for All*, Strategic Plan:

Rezoning this property is consistent with the *Independence for All*, Strategic Plan. One of the objectives of the plan is to “stabilize and revitalize neighborhoods.” Rezoning this property to R-6 will ensure that the essential character of the neighborhood is preserved.

Comprehensive Plan Guiding Land Use Principles:

The Comprehensive plan envisions the future land use of this property and the surrounding area to be residential neighborhoods. Rezoning the property to match the existing land-use will ensure the property continues to be single-family residential in nature, which aligns with the vision of the comprehensive plan.

Zoning:

Section 14-300-02 of the Unified Development Ordinance outlines the purpose of Independence’s zoning districts by stating that they “are intended to create, maintain, and promote a variety of housing opportunities for individual households and to maintain the desired physical character of existing neighborhoods.” By rezoning this property to R-6 (Single-Family Residential), the zoning will match the existing land-use of the property.

Historic and Archeological Sites:

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

Public Utilities:

All utilities are present in on the property.

CIP Investments:

Currently there are no CIP investments in this area.

REVIEW CRITERIA:

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

1. Conformance of the requested zoning with the comprehensive plan.

The Comprehensive Plan envisions this area to be Residential Neighborhoods.

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

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

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

The surrounding area is a mix of several zoning districts, including R-30/PUD (High Density Residential) and C-1 (Neighborhood Commercial). While this arrangement of zoning districts may be unusual for new development. Rezoning this property to match its existing land use is preferable continuing it’s legal-nonconforming status in its current zone.

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

Rezoning to R-6 (Single-Family Residential) will ensure the character of the neighborhood is retained.

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

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

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

The property is not vacant. The single-family home has been on the property since 1890.

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

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

8. The gain, if any, to the public health, safety, and welfare due to denial of the application, as compared to the hardship imposed upon the landowner, if any, because of denial of the application.

Denial of the rezoning will likely mean that the property remains legal-nonconforming and may in the future prevent this property from being used for single-family purposes.

Draft Planning Commission minutes:

"Case 24-100-10 – Rezoning – 120 E. College Street

Continued Case 24-400-04 – Short-Term Rental – 120 E. College Street

Staff Presentation

Josh Garrett presented the case. Mr. Garrett presented the Commission with a vicinity map, noting the area and surrounding zoning. He presented the Commission with an aerial map indicating the project area and explained the surrounding land uses. Mr. Garrett outlined the following conditions for the Short-Term Rental application:

1. The property shall be rezoned prior to a business license being issued and the short-term rental operating.
2. The Short-Term Rental shall obtain a business license in accordance with the City Code and comply with Article 3, Chapter 5 of the City Code. The occupation license number shall be listed on all advertisements and online platforms.
3. The business must comply with all safety and other standards established by Section 14-420 of the City Code.
4. The maximum occupancy of the premises shall be limited eight (8) persons total.
5. The maximum number of bedrooms shall be three (3).
6. The noise monitoring system shall be installed and activated, the Good Neighbor Guidelines, evacuation plan and other notices must be properly posted, prior to approval of the business license.

Applicant Comments

Robb Scarborough, 603 Quincy Blvd., Smithville, explained the location of the air mattress and when not in use, it will be zipped up and stored in an area in the living room.

In response to Commissioner Wiley's comment, Mr. Garret clarified that the applicant could host six (6) adults and two (2) children. Mr. Scarborough noted and agreed to the requirement.

In response to Vice-Chair Nesbitt's question, Mr. Scarborough stated he was told the property line ended at the fence line and not sure who maintains the property to the west of them.

Public Comments

No public comments.

Motions

Commissioner Ashbaugh made a motion to approve Case 24-100-10 – Rezoning – 120 E. College Street. Commissioner L. Wiley seconded the motion. The motion was approved with five affirmative votes."

Emergency Justification:

Fiscal Impact:

Council Action:

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

REVIEWERS

Tom Scannell
Jeremy Cover
Meagan Borth
Zachary Walker
Susanne Holland

ATTACHMENTS:

1. 1. Draft Ordinance 24-100-10
2. 2. Staff Report 24-100-10
3. 3. Cover Letter
4. 4. Application
5. 5. Property Owner Notification Letter - Updated
6. 6. Notification Information
7. 7. Affidavit
8. 8. Notification Area Map
9. 9. Comp Plan Map
10. 10. Zoning Map

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE APPROVING A REZONING FROM DISTRICT R-30/PUD (HIGH DENSITY RESIDENTIAL) TO R-6 (SINGLE FAMILY RESIDENTIAL) FOR THE PROPERTY AT 120 E. COLLEGE STREET.

WHEREAS, an application submitted by Rob Scarborough is requesting approval of a rezoning from District R-30/PUD (High Density Residential) to District R-6 (Single-Family Residential) for the property at 120 E. College Street was referred to the Planning Commission as required by the Unified Development Ordinance; and,

WHEREAS, the Unified Development Ordinance provides for the approval of a rezoning following public hearings by the Planning Commission and City Council; and,

WHEREAS, after due public notice in the manner prescribed by law, the Planning Commission held a public hearing for the consideration of the request on April 9, 2024, and rendered a report to the City Council recommending the rezoning be approved by a vote of 5-0; and,

WHEREAS, after due public notice in the manner prescribed by law, the City Council held a public hearing on May 20, 2024, and rendered a decision to approve the rezoning of the said property; and,

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

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

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

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

Flournoy' Addition – The East 91 feet of Lot 31.

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

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

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

Code of the City of Independence, Missouri.

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

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

ATTEST:

City Clerk

APPROVED AS TO FORM AND LEGALITY:

City Counselor

REVIEWED BY:

City Manager

MEETING DATE: March 26, 2024

STAFF: Joshua Garrett, Planner

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

CASE NUMBER/REQUEST: **Case 24-100-10 – Rezoning – 120 E. College Street** – A request by Rob Scarborough to rezone the subject property from R-30/PUD (High Density Residential) to R-6 (Single-Family Residential).

APPLICANT/OWNER: Rob Scarborough

PROPERTY ADDRESS: 120 E. College Street, Independence, MO 64050

SURROUNDING ZONING/LAND USE:

N/E: R-30/PUD (High-Density Residential) – Apartments

South: C-2 (General Commerical) – Commercial Properties

West: C-1 (General Commerical) – Single Family Residences

PUBLIC NOTICE

- Letters to property owners within 185 feet – March 6, 2024
- Public Notice published in the Independence Examiner – March 6, 2024
- Sign posted on property – March 6, 2024

FURTHER ACTION:

Following action by the Planning Commission, this rezoning request is scheduled for first reading by the City Council on May 6, 2024, and the public hearing/second reading on May 20, 2024.

RECOMMENDATION

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

PROJECT DESCRIPTION & BACKGROUND INFORMATION

PROJECT DESCRIPTION: A request by Rob Scarborough to rezone the property from R-30/PUD (High-Density Residential) to R-6 (Single-Family Residential).

Current Zoning:

R-30/PUD (High Density Residential)

Proposed Zoning:

R-6 (Single-Family Residential)

Current Use: Single-Family Home

Proposed Use: Single-Family Home

Acreage: 0.31 Acres

Building Square Footage: ≈ 1,488 sq feet

BACKGROUND:

The applicant has submitted an application to operate a Short-Term Rental on the property. The Unified Development Ordinance requires limits STRs in residential zones to R-6 (Single-Family Residential) and R-12 (Two-Family Residential) districts. The current zoning for the property is R-

30/PUD (High-Density Residential). Despite the multifamily zoning, the property has always been a single-family residence since the home was built in 1890.

PROPERTY HISTORY:

The residential lot was platted in October of 1873 and the home on the property was built in 1890. In 1965, it was zoned R-4 (Apartments). In 1980 the zoning was updated to be R-4 (High Density Residential) and in 2009, when the current version of the UDO was adopted, the zoning was updated to R-30/PUD (High Density Residential). The zoning of the property has remained unchanged since this update in 2009.

PHYSICAL CHARACTERISTICS OF THE PROPERTY:

The home sets on a 0.31-acre lot. It is a single-story home with a newly paved driveway on the east side. The house has three bedrooms, a living room, kitchen, dining room, and a bathroom.

CHARACTERISTICS OF THE AREA:

An apartment building lies to the east of the subject property. Other Single-Family style homes lie to the North and West. South of the property, across College Street, are a few businesses and a smaller apartment complex.

PROPOSAL:

The applicant seeks to have this property rezoned to R-6 (Single-Family Residential) so that the property can be used for a Short-Term Rental.

ANALYSIS

Consistency with *Independence for All*, Strategic Plan:

Rezoning this property is consistent with the *Independence for All*, Strategic Plan. One of the objectives of the plan is to “stabilize and revitalize neighborhoods.” Rezoning this property to R-6 will ensure that the essential character of the neighborhood is preserved.

Comprehensive Plan Guiding Land Use Principles:

The Comprehensive plan envisions the future land use of this property and the surrounding area to be residential neighborhoods. Rezoning the property to match the existing land-use will ensure the property continues to be single-family residential in nature, which aligns with the vision of the comprehensive plan.

Zoning:

Section 14-300-02 of the Unified Development Ordinance outlines the purpose of Independence’s zoning districts by stating that they “are intended to create, maintain, and promote a variety of housing opportunities for individual households and to maintain the desired physical character of existing neighborhoods.” By rezoning this property to R-6 (Single-Family Residential), the zoning will match the existing land-use of the property.

Historic and Archeological Sites:

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

Public Utilities:

All utilities are present in on the property.

CIP Investments:

Currently there are no CIP investments in this area.

REVIEW CRITERIA

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

1. Conformance of the requested zoning with the comprehensive plan.

The Comprehensive Plan envisions this area to be Residential Neighborhoods.

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

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

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

The surrounding area is a mix of several zoning districts, including R-30/PUD (High Density Residential) and C-1 (Neighborhood Commercial). While this arrangement of zoning districts may be unusual for new development. Rezoning this property to match its existing land use is preferable continuing it's legal-nonconforming status in its current zone.

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

Rezoning to R-6 (Single-Family Residential) will ensure the character of the neighborhood is retained.

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

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

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

The property is not vacant. The single-family home has been on the property since 1890.

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

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

8. **The gain, if any, to the public health, safety, and welfare due to denial of the application, as compared to the hardship imposed upon the landowner, if any, because of denial of the application.**

Denial of the rezoning will likely mean that the property remains legal-nonconforming and may in the future prevent this property from being used for single-family purposes.

EXHIBITS

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

Planning & Zoning Application Cover Letter

To whom it may concern:

I am requesting the property at 120 E College Street in Independence, MO 64050, be rezoned from R-30 to R-6. This single-family home was built in 1890. It was initially incorrectly zoned R-30.

This request would correct this mistake.

Sincerely,



Robert M Scarborough

Managing Member

Scarborough Real Estate Investments, LLC

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 120 E College St			
Project Address/Location 1488 .31 1			
Sq. Ft. of Building R-30	Acreage R-6	Number of Lots/Tracts SFR	Steam Buffer (Yes or No) SFR
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

Robert M Scarborough	Scarborough Real Estate In
Name	Company
603 Quincy Boulevard	
Address	
8162630849	scarborough.rei@gmail.com
Phone	Email

Architect/Engineer/Surveyor/Other: _____

Name	Company
Address	
Phone	Email

Owner

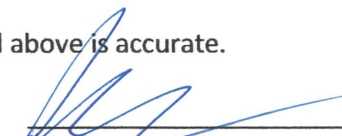
Same	
Name	Company
Same	
Address	
Same	
Phone	Email

Architect/Engineer/Surveyor/Other: _____

Name	Company
Address	
Phone	Email

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

 3/5/2024
Applicant's Signature Date

 3/5/2024
Owner's Signature Date

Property Owner Notification Letter

City of Independence, Missouri

Date: March 18, 2024

Case No. 24-100-10

Dear Property Owner:

This letter is to notify you that an application has been submitted for consideration by the Planning Commission and City Council. A full public hearing will be held by the Planning Commission and the City Council will consider new information on the dates and times below.

Proposed Case Type (Check One):

- ☒ Rezoning ☐ Rezoning/PUD ☐ Special Use Permit
☐ Preliminary Development Plan

Proposed project description: Rezoning property from R-30/PUD (High Density Res) to R-6 (Single Family Residential).

Applicant: Robert Scarborough

Location of Property: 120 E College Street

Planning Commission Meeting Date: April 9, 2024, at 6:00 p.m.

City Council Meeting Date: May 20, 2024, at 6:00 p.m.

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

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

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

Robert Scarborough
Applicant (or Owner/Agent)

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

Owner	Address	City	State	Zip Code
ALBERTS MIKKA ROSHAY	623 N MAIN ST	INDEPENDENCE	MO	64050
BOLINGER ERWIN L & ANN M	715 N MAIN ST	INDEPENDENCE	MO	64050
CRUMBAUGH STANLEY W & MICHELE	117 E COLLEGE	INDEPENDENCE	MO	64050
LESH JUDITH L TRUSTEE	137 E COLLEGE ST	INDEPENDENCE	MO	64050
LIVING YOUNG INVESTMENTS LLC	1120 S BUCKNER TARSNEY RD	BUCKNER	MO	64016
LONDRIE KELLY SUE	619 N MAIN	INDEPENDENCE	MO	64050
PELED GROUP LLC	2847 S INGRAM MILL RD STE A100	SPRINGFIELD	MO	65804
ROB & JON ENTERPRISES LLC	2515 MOONLIGHT GLEN	ESCANDIDO	CA	92026
SAMANTHA HEIGHTS LP	250 NE MULBERRY ST STE 201	LEES SUMMIT	MO	64086
UNITED CHURCH OF CHRIST	727 N MAIN	INDEPENDENCE	MO	64050

Property Owner Notification Affidavit

STATE OF MISSOURI

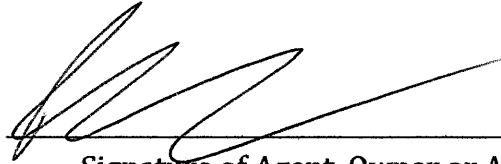
COUNTY OF ~~JACKSON~~ Clay

Case No. 24-100-10

I, Robert M Scarborough, of lawful age being first duly sworn upon oath, state:

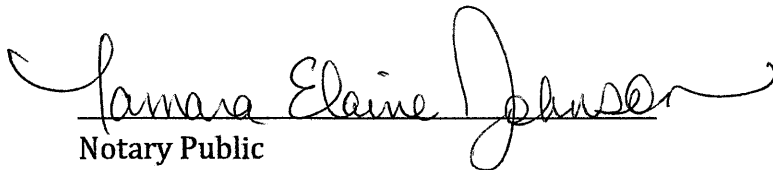
That I am the (agent, owner, attorney) for the property for which the application was filed and did, not later than fifteen (15) days prior to the date of the public hearing scheduled before the Planning Commission, mail notices to all persons owning property within 185 feet of the subject property.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

These notices were mailed on the 6th day of March, 2024.

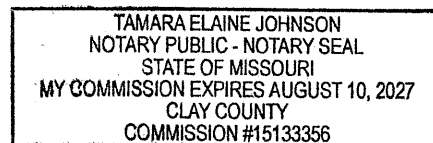


Signature of Agent, Owner or Attorney

Subscribed and sworn to before me this 6 day of March, 2024.


Notary Public

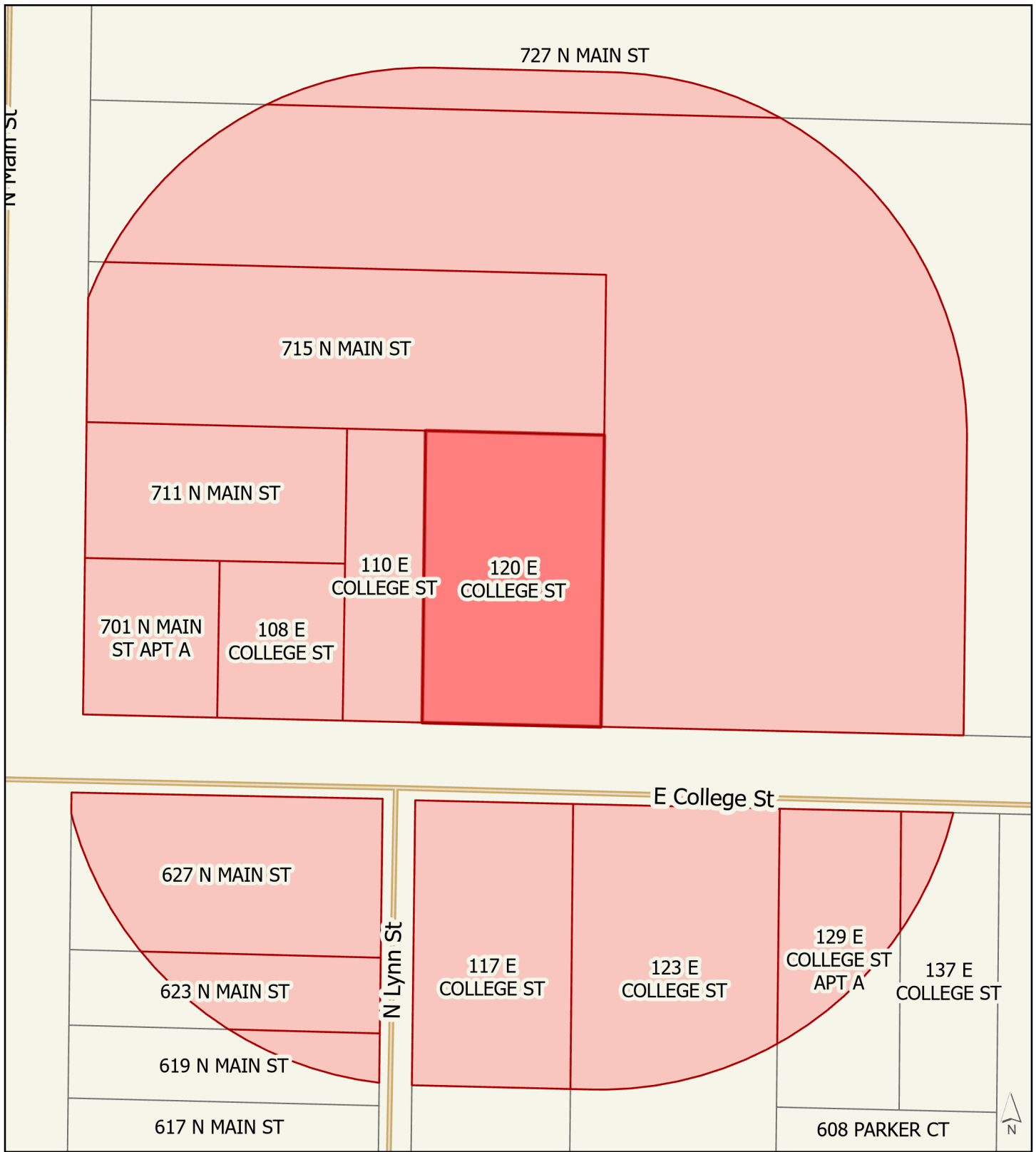
8-10-2027
Commission Expiration Date



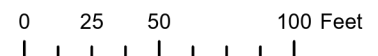
Notification Area

24-100-10

120 E College Street, Independence, MO 64050



-  Subject Property
-  185 ft Buffer Area



Prepared by Joshua Garrett, Community Development
Date: 3/14/2024

Legend

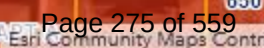
Road Centerline

Parcels

Proposed Land Use (Comp Plan)

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

Municipal Boundaries 2023



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, April 9, 2024, and by the Independence **City Council** at 6 p.m., Monday, May 20, 2024, in the Independence City Hall City Council Chambers (lower level, north entrance) 111 E. Maple Avenue, in Independence, Missouri on the following matter(s):

Case 24-100-09 – Rezoning – 908 N. Liberty Street – A request by Bobby Anderson to rezone the property from C-2 (General Commercial) to R-6 (Single Family Residential).

Case 24-100-10 – Rezoning – 120 E. College Street – A request by Robert Scarborough to rezone the property from R-30/PUD (High Density Residential) to R-6 (Single Family Residential).

Case 24-810-01 – Preliminary Development Plan – 20300 E. Jackson Drive – A request by Menard, Inc for a Preliminary Development Plan approval for a Self-Storage Facility.

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

Case 24-175-02 – UDO Amendment #65 – Data Center Use – The City Proposes Amendment #65 of the Unified Development Ordinance to the data center use to District I-1.

The Planning Commission and City Council will conduct a full public hearing on this item.

Witness my hand this 19th day of March, 2024.

Tom Scannell, Community Development Director

The City of Independence, Missouri is an Equal Opportunity Employer/Contractor/MFD

One Insertion: March 23, 2024

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

24-036 2R An ordinance approving a rezoning from District C-2 (General Commercial) to District R-6 (Single Family Residential) for the property at 908 N. Liberty Street. 2R **PASSES 7-0 Ord. No. 19551**

Recommendations:

Commissioner Dan O'Neil made a motion to recommend approval of case 24-100-09, the rezoning of 908 N. Liberty Street. A second to the motion was made by Commissioner Virginia Ferguson. The Independence Planning Commission voted as follows:

Commissioner Ashbaugh – Yes

Commissioner Ferguson – Yes

Commissioner McClain – Absent

Commissioner Nesbitt – Yes

Commissioner O'Neil – Yes

Commissioner H. Wiley – Absent

Commissioner L. Wiley – Yes

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

Background:

A request by Bobby Anderson to rezone the property from C-2 (General Commercial) to R-6 (Single-Family Residential).

PROPOSAL:

The applicant seeks to rezone the property at 908 N. Liberty Street from C-2 (General Commercial) to R-6 (Single-Family Residential) so that he can more easily get a loan to remodel the residence. In the future, it could also be difficult to obtain a mortgage for the property and its legal nonconforming status would be an encumbrance to its reconstruction if necessary.

PROPERTY HISTORY:

The addition was annexed into the city in 1851. The residential lot, in Wulfekrammer Place, was platted in August of 1936. In 1965, it was zoned C-3 (Commercial). In 1980 the zoning was updated to be C-2 (General Commercial). The zoning of the property has remained unchanged to the present.

PHYSICAL CHARACTERISTICS OF PROPERTY:

The small brick bungalow sets on a 0.19-acre lot. It is a 1½-story home with a single-car wide gravel driveway to the south.

CHARACTERISTICS OF THE AREA:

The house sets one lot south of a corner property that contains a multiple family-residence. A strip center lays across Liberty Street to the East. The remainder of the adjacent and surrounding properties are occupied by homes of similar size and age.

ANALYSIS:

Consistency with *Independence for All*, Strategic Plan:

Rezoning this property is consistent with the *Independence for All*, Strategic Plan. One of the objectives of the plan is to “stabilize and revitalize neighborhoods.” Rezoning this property to R-6 will ensure that the essential character of the neighborhood is preserved.

Comprehensive Plan Guiding Land Use Principles:

The Comprehensive plan envisions the future land use of this property and the surrounding area to be Residential Neighborhoods. Rezoning the property to match the existing land-use will ensure the property continues to be single-family residential in nature, which aligns with the vision of the Comprehensive Plan.

Zoning:

Section 14-300-02 of the Unified Development Ordinance outlines the purpose of Independence’s zoning districts by stating that they “are intended to create, maintain, and promote a variety of housing opportunities for individual households and to maintain the desired physical character of existing neighborhoods.” By rezoning this property to R-6 (Single-Family Residential), the zoning will match the existing land-use of the property and the surrounding single-family uses.

Historic and Archeological Sites:

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

Public Utilities:

All utilities are present in on the property.

CIP Investments:

Currently there are no CIP investments in this area.

REVIEW CRITERIA:

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

1. Conformance of the requested zoning with the comprehensive plan.

The Comprehensive Plan envisions this area to be Residential Neighborhoods.

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

The property is located within the Downtown Revitalization area.

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

The existing zoning and uses of the surrounding neighborhood is that of a single-family residential neighborhood.

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

The existing character of the vicinity is that of a single-family residential neighborhood.

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

With the current zoning in place, the single-family home is nonconforming. By rezoning the property to R-6, the applicant will be able to rehabilitate the property.

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

The property has not been vacant.

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

Rezoning this property to R-6 will not have a detrimental effect on the nearby properties. This is because the residential use will be similar to that which currently exists in the surrounding

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, because of denial of the application.

Denial of this zoning will inhibit the ability of the applicant to get future building permits, mortgages, and refinancing.

Draft Planning Commission minutes:

"Case 24-100-09 – Rezoning – 908 N. Liberty Street

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.

Applicant Comments

Bobby Anderson, 908 N. Liberty Street, stated he was unaware of its zoning when he purchased the property and would like it corrected.

Public Comments

No public comments.

Commissioner Comments

In response to Commissioner L. Wiley's question, Mr. Harker stated this area's zoning should be reviewed and eventually updated to its correct zoning.

Motion

Commissioner O'Neill made a motion to approve Case 24-100-09 – Rezoning – 908 N. Liberty Street. Commissioner Ferguson seconded the motion. The motion was approved with five affirmative votes."

Emergency Justification:

Fiscal Impact:

Council Action:

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

REVIEWERS

Tom Scannell
Jeremy Cover
Meagan Borth
Zachary Walker
Susanne Holland

ATTACHMENTS:

1. 1. Draft Ordinance 24-100-09
2. 2. Staff Report 24-100-09
3. 3. Narrative
4. 4. Application
5. 5. Notification Letter
6. 6. Address List
7. 7. Affidavit
8. 8. Plot Plan
9. 9. Comp Plan Map
10. 10. Zoning Map
11. 20240524Ord. No. 19551103713

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE APPROVING A REZONING FROM DISTRICT C-2 (GENERAL COMMERCIAL) TO DISTRICT R-6 (SINGLE-FAMILY RESIDENTIAL) FOR THE PROPERTY AT 908 N. LIBERTY STREET.

WHEREAS, an application submitted by Bobby Anderson is requesting approval of a rezoning from District C-2 (General Commercial) to District R-6 (Single-Family Residential) for the property at 908 N. Liberty Street was referred to the Planning Commission as required by the Unified Development Ordinance; and,

WHEREAS, the Unified Development Ordinance provides for the approval of a rezoning following public hearings by the Planning Commission and City Council; and,

WHEREAS, after due public notice in the manner prescribed by law, the Planning Commission held a public hearing for the consideration of the request on April 9, 2024, and rendered a report to the City Council recommending the rezoning be approved by a vote of 5-0; and,

WHEREAS, after due public notice in the manner prescribed by law, the City Council held a public hearing on May 20, 2024, and rendered a decision to approve the rezoning of the said property; and,

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

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

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

SECTION 1. That the following legally described property is hereby rezoned from District C-2 (General Commercial) to District R-6 (Single-Family Residential) and shall be subject to the regulations of said district:

Wulfekammer Place – Lot 2 and the East 130-feet of the North 14-feet of Lot 3

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

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

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

Code of the City of Independence, Missouri.

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

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

ATTEST:

City Clerk

APPROVED AS TO FORM AND LEGALITY:

City Counselor

REVIEWED BY:

City Manager

MEETING DATE: April 9, 2024

STAFF: Brian Harker, Senior Planner

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

CASE NUMBER/REQUEST: **Case 24-100-09 – Rezoning – 908 N. Liberty Street** – A request by Bobby Anderson to rezone the subject property from C-2 (General Commercial) to R-6 (Single-Family Residential).

APPLICANT/OWNER: Bobby Anderson

PROPERTY ADDRESS: 908 N. Liberty Street, Independence, MO 64050

SURROUNDING ZONING/LAND USE:

North: C-2 (General Commercial) ...multiple-family residence

South: R-6 (Single-Family Residential)...single-family residence

East: C-2 (General Commercial)...strip shopping center

West: C-2 (General Commercial)...single-family residence

PUBLIC NOTICE

- Letters to property owners within 185 feet – February 28, 2024
- Public Notice published in the Independence Examiner – March 19, 2024
- Sign posted on property – March 22, 2024

FURTHER ACTION:

Following action by the Planning Commission, this rezoning request is scheduled for first reading by the City Council on May 6, 2024, and the public hearing/second reading on May 20, 2024.

RECOMMENDATION

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

PROJECT DESCRIPTION & BACKGROUND INFORMATION

PROJECT DESCRIPTION: A request by Bobby Anderson to rezone the property from C-2 (General Commercial) to R-6 (Single-Family Residential).

Current Zoning: C-2 (General Commercial)

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

Prior to 1980: C-2 was C-3 (Commercial)

Current Use: Single-Family Home

Proposed Use: Single-Family Home

Proposed Use: Single-Family Home

Lot Square Footage: 8,119-square feet

Building Square Footage: 1,470-square feet

PROPOSAL:

The applicant seeks to rezone the property at 908 N. Liberty Street from C-2 (General Commercial) to R-6 (Single-Family Residential) so that he can more easily get a loan to remodel the residence. In the

future, it could also be difficult to obtain a mortgage for the property and its legal nonconforming status would be an encumbrance to its reconstruction if necessary.

PROPERTY HISTORY:

The addition was annexed into the city in 1851. The residential lot, in Wulfekrammer Place, was platted in August of 1936. In 1965, it was zoned C-3 (Commercial). In 1980 the zoning was updated to be C-2 (General Commercial). The zoning of the property has remained unchanged to the present.

PHYSICAL CHARACTERISTICS OF THE PROPERTY:

The small brick bungalow sets on a 0.19-acre lot. It is a 1½-story home with a single-car wide gravel driveway to the south.

CHARACTERISTICS OF THE AREA:

The house sets one lot south of a corner property that contains a multiple family-residence. A strip center lays across N. Liberty Street to the East. The remainder of the adjacent and surrounding properties are occupied by homes of similar size and age.

ANALYSIS

Consistency with *Independence for All*, Strategic Plan:

Rezoning this property is consistent with the *Independence for All*, Strategic Plan. One of the objectives of the plan is to “stabilize and revitalize neighborhoods.” Rezoning this property to R-6 will ensure that the essential character of the neighborhood is preserved.

Comprehensive Plan Guiding Land Use Principles:

The Comprehensive Plan envisions the future land use of this property and the surrounding area to be Residential Neighborhoods. Rezoning the property to match the existing land-use will ensure the property continues to be single-family residential in nature, which aligns with the vision of the Comprehensive Plan.

Zoning:

Section 14-300-02 of the Unified Development Ordinance (UDO) outlines the purpose of Independence’s zoning districts by stating that they “are intended to create, maintain, and promote a variety of housing opportunities for individual households and to maintain the desired physical character of existing neighborhoods.” By rezoning this property to R-6 (Single-Family Residential), the zoning will match the existing land-use of the property and the surrounding single-family uses.

Historic and Archeological Sites:

There are no apparent historic or archeological sites located on this property.

Public Utilities:

All utilities are present in on the property.

CIP Investments:

Currently there are no CIP investments along N. Liberty Street.

REVIEW CRITERIA

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

- 1. Conformance of the requested zoning with the comprehensive plan.**
The Comprehensive Plan envisions this area to be Residential Neighborhoods.
- 2. Conformance of the requested zoning with any adopted neighborhood or sub-area plans in which the property is located or abuts.**
This property is located within the Downtown Revitalization Plan area.
- 3. The compatibility of the proposed zoning with the zoning and use of the nearby property, including any overlay zoning.**
The existing zoning and uses of the surrounding neighborhood is that of a single-family residential neighborhood.
- 4. The compatibility of the proposed zoning and allowed uses with the character of the neighborhood.**
The existing character of the vicinity is that of a single-family residential neighborhood.
- 5. The suitability of the subject property for the uses to which it has been restricted under the existing zoning regulations.**
With the current zoning in place, the existing single-family home is nonconforming. By rezoning the property to R-6, the applicant will be able to rehabilitate the property.
- 6. The length of time the subject property has remained vacant as zoned.**
The property has not been vacant.
- 7. The extent of which approving the rezoning will detrimentally affect nearby properties.**
Rezoning this property to R-6 will not have a detrimental effect on the nearby properties. This is because the residential use will be similar to that which currently exists in the surrounding 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, because of denial of the application.**
Denial of this zoning will inhibit the ability of the applicant to get future building permits, mortgages and refinancing.
- 9.**

EXHIBITS

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

I Bobby Anderson would
like my house AT 908 N Liberty st
REZONED to Residential so I
CAN get A LOAN ON my house
for repairs on my house

Thank You

Bobby Anderson

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

Rezoning

Project Name _____

908 N. Liberty St

Project Address/Location _____

1200 Lot 2 II-130'43

Sq. Ft. of Building Acreage Number of Lots/Tracts Steam Buffer (Yes or No)

C-2 R-1e Single Family Home Same

Existing Zoning Proposed Zoning Existing Land Use Proposed Land Use

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

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

Contact Information

Applicant		Owner	
<u>Bobby Anderson</u>		<u>Same</u>	
Name	Company	Name	Company
<u>908 N. Liberty St, Independence</u>			
Address		Address	
<u>816-807-8916</u>	<u>Bobby-A 9243 @ATT.net</u>		
Phone	Email	Phone	Email
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.

<u>Bobby Anderson</u>	<u>2-16-24</u>	<u>Bobby Anderson</u>	<u>2-16-24</u>
Applicant's Signature	Date	Owner's Signature	Date

Property Owner Notification Letter

City of Independence, Missouri

Date: 2-16-24

Case No. 24-100-09

Dear Property Owner:

This letter is to notify you that an application has been submitted for consideration by the Planning Commission and City Council. A full public hearing will be held by the Planning Commission and the City Council will consider new information on the dates and times below.

Proposed Case Type (Check One):

☒ Rezoning

☐ Rezoning/PUD

☐ Special Use Permit

☐ Preliminary Development Plan

Proposed project description: Rezoning from C-2 (General Commercial) to R-6 (Single Family Residential)

Applicant: Bobby Anderson

Location of Property: 908 N. Liberty St

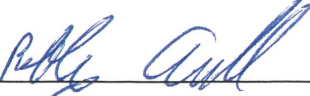
Planning Commission Meeting Date: 4/9/24, 2024, at 6:00 p.m.

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

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

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

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


Applicant (or Owner/Agent)

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

Owner	Address	City	State	Zip Code
ARF 2 LLC	16657 E 23RD ST S STE 370	INDEPENDENCE	MO	64055
C-DAR LLC	29003 E 116TH ST	LEES SUMMIT	MO	64086
GERMOSEN JOANNA	910 N LIBERTY ST	INDEPENDENCE	MO	64050
GUILLEN MAURICIO A GUERRA	902 N LIBERTY	INDEPENDENCE	MO	64050
HAGELIN AH SHIA	904 N LIBERTY ST	INDEPENDENCE	MO	64050
LEWIS DELBERT RAYMON	212 W US 24 HWY	INDEPENDENCE	MO	64050
LYNN NANCY J	903 N LIBERTY ST	INDEPENDENCE	MO	64050
SCHMIDLING DOROTHY E-TRUSTEE	26970 TONGANOXIE RD	LEAVENWORTH	KS	66048
SHAN LLC	16316 STEARNS ST	OVERLAND PARK	KS	66221
SY MARILYN G TRUSTEE	3209 SHADY BEND DR	INDEPENDENCE	MO	64052
VISHNANI SHIRAJ & SALIMA	8605 W 142ND TER	OVERLAND PARK	KS	66223

Property Owner Notification Affidavit

STATE OF MISSOURI

COUNTY OF JACKSON

Case No. 24-100-09

I, Bobby Anderson, of lawful age being first duly sworn upon oath, state:

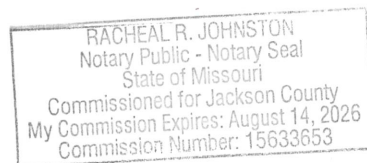
That I am the (agent, owner, attorney) for the property for which the application was filed and did, not later than fifteen (15) days prior to the date of the public hearing scheduled before the Planning Commission, mail notices to all persons owning property within 185 feet of the subject property.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

These notices were mailed on the 20th day of February, 2024.

[Signature]
Signature of Agent, Owner or Attorney

Subscribed and sworn to before me this 20th day of February, 2024.

Racheal R. Johnston
Notary Public



8/14/2026
Commission Expiration Date

WEISKIRCH & PARKS ENGINEERS, INC.

MO. CERTIFICATE OF AUTHORITY

No. 001060

111 NORTH MAIN, SUITE #10

INDEPENDENCE, MISSOURI 64050

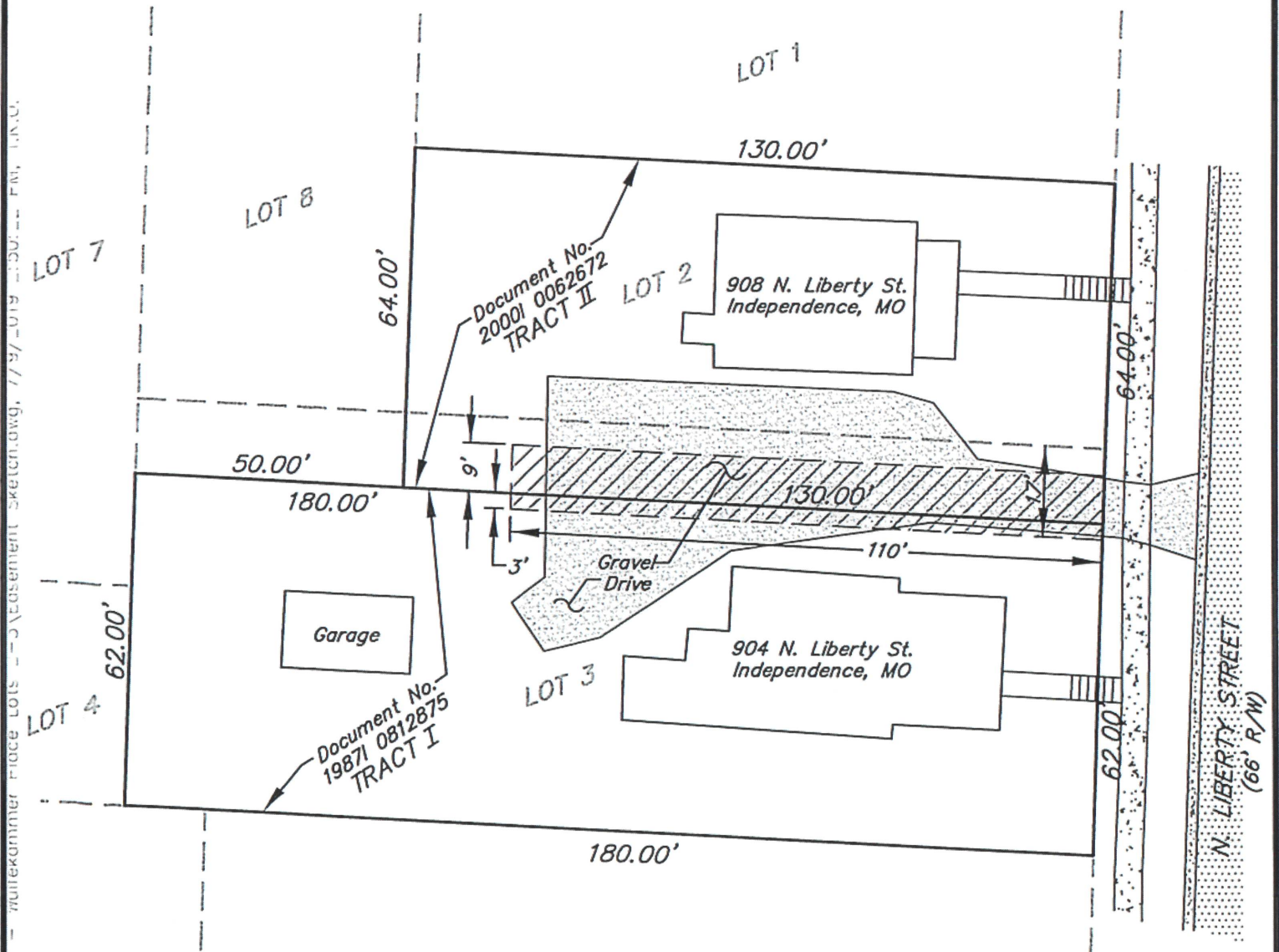
(816)254-5000 FAX: (816)252-9712

WPKC@WPEKC.COM



EASEMENT LOCATION SKETCH

SCALE: 1"=30'



Legend

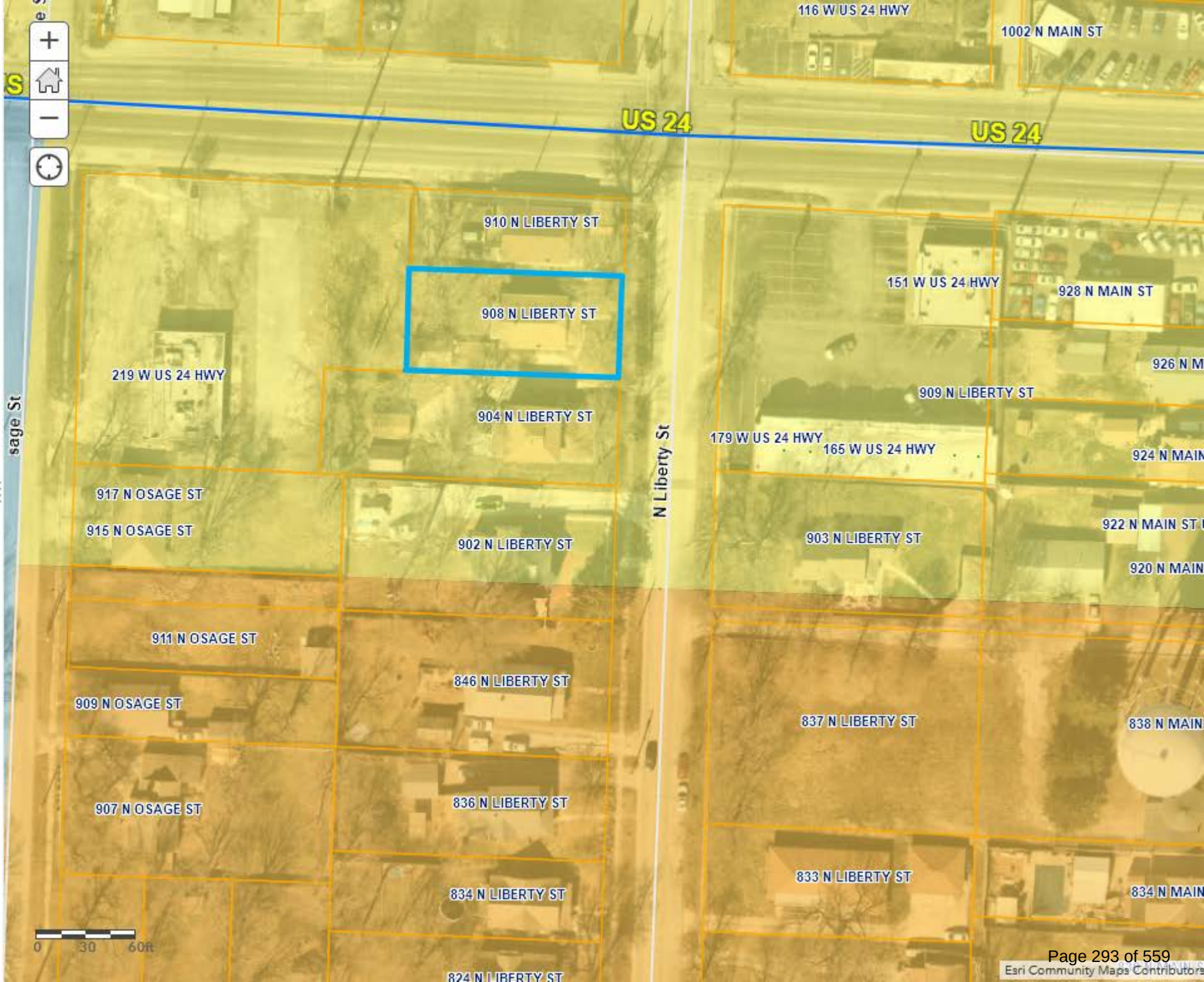
Parcels



Proposed Land Use (Comp Plan)

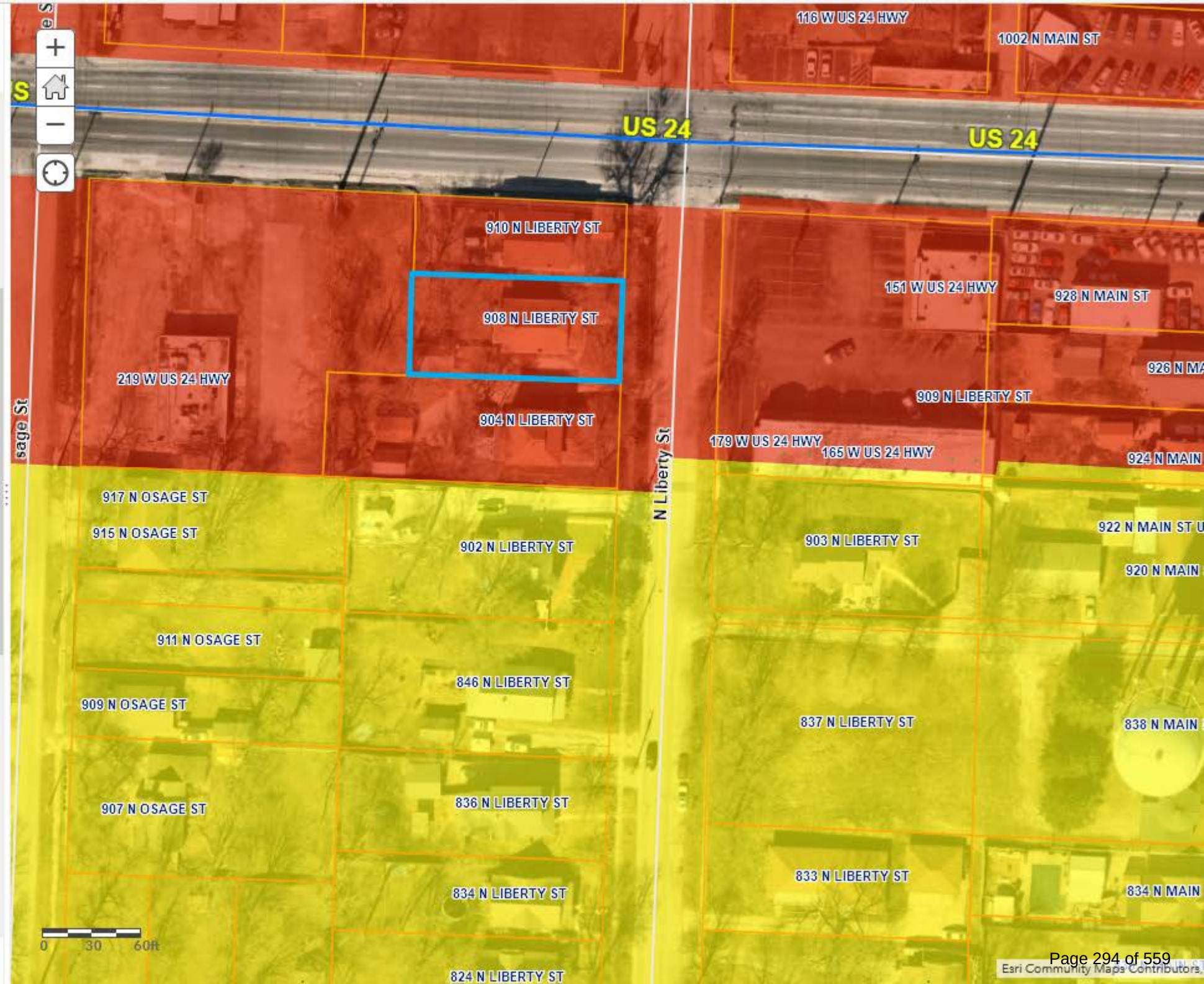
- Residential Neighborhoods
- Residential Urban Neighborhoods
- Mixed Use
- Neighborhood Commercial
- Community Commercial
- Regional Commercial
- Office
- Business Park
- Industrial
- Civic/Public
- Community Attraction
- Parks
- Agricultural

Municipal Boundaries 2023



Legend
Zoning Districts view

- ARTS
- BP
- BP/PUD
- C-1
- C-2
- C-2/HL
- C-2/I-1/U
- C-2/PUD
- C-3
- DFD
- I-1
- I-1/HL
- I-1/U
- I-2
- O-1
- O-1/PUD
- R-1
- R-12
- R-12/HL
- R-12/PUD
- R-18/PUD



BILL NO. 24-036
ORDINANCE NO. 19551

AN ORDINANCE APPROVING A REZONING FROM DISTRICT C-2 (GENERAL COMMERCIAL) TO DISTRICT R-6 (SINGLE-FAMILY RESIDENTIAL) FOR THE PROPERTY AT 908 N. LIBERTY STREET.

WHEREAS, an application submitted by Bobby Anderson is requesting approval of a rezoning from District C-2 (General Commercial) to District R-6 (Single-Family Residential) for the property at 908 N. Liberty Street was referred to the Planning Commission as required by the Unified Development Ordinance; and,

WHEREAS, the Unified Development Ordinance provides for the approval of a rezoning following public hearings by the Planning Commission and City Council; and,

WHEREAS, after due public notice in the manner prescribed by law, the Planning Commission held a public hearing for the consideration of the request on April 9, 2024, and rendered a report to the City Council recommending the rezoning be approved by a vote of 5-0; and,

WHEREAS, after due public notice in the manner prescribed by law, the City Council held a public hearing on May 20, 2024, and rendered a decision to approve the rezoning of the said property; and,

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

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

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

SECTION 1. That the following legally described property is hereby rezoned from District C-2 (General Commercial) to District R-6 (Single-Family Residential) and shall be subject to the regulations of said district:

Wulfekammer Place – Lot 2 and the East 130-feet of the North 14-feet of Lot 3

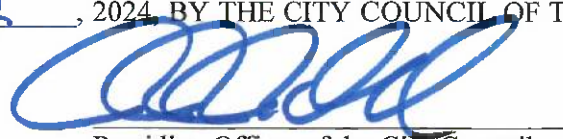
SECTION 2. Nonseverability. All provisions of this ordinance are so essentially, and inseparable connected with, and so dependent upon, each other that no such provision would be enacted without all others. If a court of competent jurisdiction enters a final judgement on the merits that is not subject 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 20th DAY OF May, 2024, BY THE CITY COUNCIL OF THE
CITY OF INDEPENDENCE, MISSOURI.



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

ATTEST:

Suzanne Holland
City Clerk

APPROVED AS TO FORM AND LEGALITY:

J. M. C.
City Counselor



REVIEWED BY:

Zachary Walker
City Manager

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

Council action is requested on the Restaurant Selling Intoxicating Liquor License application for Catrina's Tacos & Tequilas located at 19801 E. Valley View Pkwy. **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 Restaurant Selling of Intoxicating Liquor by the drink 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 Sunday - Thursday 11:00 am to 9:00 pm and Friday – Saturday 11:00 am to 10:00 pm. The applicant has indicated that this location will have alcohol sales that meet the City's Alcoholic Beverage Code.

Applicant: La Catrina Restaurant Group, LLC

Name of business: Catrina's Tacos & Tequilas

Business Address: 19801 E. Valley View Pkwy.

Size of establishment (includes outdoor patio space if applicable): Catrina's Tacos & Tequilas will be operating within approximately 6,000 square feet of space.

Liquor License Types: Restaurant Selling of Intoxicating Liquor by the drink license including Sunday Sales

Types of Alcohol to be sold/served: Various types of intoxicating liquor by the drink

History of any liquor license at this location; if a new building, provide a brief update on the construction: La Catrina Restaurant Group, LLC owns the commercial building located at 19801 E. Valley View Pkwy. The space is being leased from Catrina's Tacos & Tequilas. Past use of this building was another restaurant and bar that occupied this space opening in 2005 and closing in 2017. There are other liquor establishments within 1,000 feet of the parcel all located to the north: Patio Restaurant & Lounge, BD's Mongolian BBQ, Kobe Steakhouse, Hooter's, Carrabba's, Hilton Garden Inn, Hereford House, and Twin Peaks.

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

Managing Officer Information and results from background check: La Catrina Restaurant Group, LLC has indicated Alfonso Jaime will serve as the appointed managing officer. The background investigation conducted by the Missouri State Highway Patrol on Alfonso Jaime revealed he meets the requirements of the Alcoholic Beverages code.

Emergency Justification:

Fiscal Impact:

Council Action:

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

REVIEWERS

Tom Scannell
Jeremy Cover
Meagan Borth
Zachary Walker
Susanne Holland

ATTACHMENTS:

1. Redacted Catrina's Liquor License Application_Redacted
2. Aerial Map
3. Zoning Map
4. Notification Letter
5. Notification Addresses

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

Business Information

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

La Catrina Restaurant Group LLC restaurant
Legal Name of Entity Type of Business

Catrinias Tacos & Tequilas

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

19801 E Valley View Pkwy Independence MO 64057
Physical Address City State Zip

Mailing Address (if different from above)

816.534.9203 573.239.2560 alfonsojorante@gmail.com
Phone Cell Phone Email

MO 5/1/21

26972948

State & Date of Incorporation or Organization

Missouri Retail Sales Tax Number

AS soon as liquor license received

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: 6,000 sq ft 1500 sq ft of the building for alcohol

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

Proposed hours of operation: Sunday-Thursday 11a-9p Fri & Sat 11a-10p

If existing business, from whom was the business purchased? NA

Date of purchase: _____ Date of Possession: _____

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:

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.

Alfonso Jorante
Signature of Applicant

Alfonso Jorante
Printed Name

Managing member
Title

4.12.24
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 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

Alfonso Jaime [REDACTED]

Full Name Social Security Number

M 26 [REDACTED] TN Yes

Sex Age Height Weight Date of Birth Place of Birth Are you a U.S. Citizen

3904 Trefoil Dr Columbia MO 65203

Home Address City State Zip

Also owns Bandidos in Tipton, MO

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:

Columbia, MO

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

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):

one member arrested 1/20/08 for reckless driving

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:

Lease; 12,500 per month
AFA Independence LLC, 3904 Trefoil Dr. Columbia MO 65203

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:

33% Alfonso Jaime - previously listed - 34%
Antonio Ramirez 7200 Westerleigh Rd. Fort Mill. SC 29715
Antonio Ayala 8737 Laurel Grove Ln. Charleston, SC 29420
33%.

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:

Alfonso Jaime also owns Bandidos in Tipton MO & has a liquor license

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

No

Alcoholic Beverage Code Certifications – Adult Materials

- ☒ I certify this establishment 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.

La Catrina Restaurant Group LLC
19801 E Valley View Pkwy
Independence, MO 64057
(816) 534-9203

April 12, 2024

City of Independence
Regulated Industries Division
111 E Maple Avenue
Independence, MO 64050

To Whom It May Concern:

We are applying for a Restaurant Selling of Intoxicating Liquor, Malt Liquor & Wine and Beer by the Drink and Sunday Sales liquor license for our restaurant Catrina's Tacos & Tequilas located at 19801 E Valley View Parkway. We will be a full-service restaurant serving modern Mexican fare. The 6,000 square foot building encompasses booth and table seating as well as two full bars. Patrons will be seated and served by wait staff.

We appreciate your time in reviewing our application.

Cheers,

Alfonso Jaime
Managing Member





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: 03/18/2024

Name (1): ANTONIO RAMIREZ

Name (2):

Name (3):

Date Of Birth:

SSN:

Control Number: 6709393

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: 03/18/2024

Name (1): ANTONIO AYALA

Name (2):

Name (3):

Date Of Birth: [REDACTED]

SSN: [REDACTED]

Control Number: 6709394

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: 03/18/2024

Name (1): ALFONSO JAIME

Name (2):

Name (3):

Date Of Birth:

SSN:

Control Number: 6709392

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

**Boone County Collector**

Boone County Government Center
801 E. Walnut, Rm. 118
Columbia, MO 65201-4890

Office (573) 886-4285
Fax (573) 886-4294

Bill Summary

Bill 2023 P 66011

Paid Y 11/17/2023

Status

Account Number 285999

Name

JAIME ALFONSO ONATE
3904 TREFOIL DR
COLUMBIA MO 65203

Current

JAIME ALFONSO ONATE
3904 TREFOIL DR
COLUMBIA MO 65203-0050

Tax

\$252.63

Fixed Costs

\$0.00

Penalty

\$0.00

Fees

\$0.00

Total Bill

\$252.63

Payments

\$252.63

Refunded

\$0.00

Total Due

\$0.00

Personal Property

Entity	Rate	Amount
STATE	0.0300	\$1.13
BOONE COUNTY	0.2320	\$8.76
COLUMBIA SCHOOL	5.6731	\$214.22
COLUMBIA	0.4032	\$15.22
COL BC LIBRARY	0.3022	\$11.41
COMMON ROAD	0.0500	\$1.89
TOTAL TAX	6.6905	\$252.63

BILL REQUESTED BY

BILL PAID BY

Check #2799 ONATE ALFONSO/JAIME SILVIA

Owner Number

285999

Year	Quantity	Description	Market Value	Final Assess	VIN
1991	1	CHEVRO 1500	\$300.00	\$100.00	1GCDC14K5MZ178742
2008	1	TRAIL BOAT TRLR 19'	\$515.00	\$171.00	
2008	1	TAHOE TRACKER Q5I 19'	\$10,515.00	\$3,505.00	

Boone County Collector

Boone County Government Center
801 E. Walnut St., Rm 118
Columbia, MO 65201-4890

Office (573) 886-4285
Fax (573) 886-4294

Current Voter Registration Information

ALFONSO JAIME
3904 TREFOIL DR
COLUMBIA, MO 65203

If any of the voter information is not accurate, you will need to update your voter registration.

NOTICE: Polling location information is provided and updated by local election authorities. It is recommended you confirm your polling place with your county clerk or board of election. Contact information for your local election authority may be found in the box on the right.

Election Resources

Your county's election is not available at this time. Please try again later or contact your Local Election Authority.

Jurisdiction Information

County: Boone
Precinct: 2J.2J1
Split: 2J1



[View My Districts](#)

Have Questions?

Contact your Local Election Authority:

Boone County Clerk
801 E. Walnut, Room 236
Columbia, MO 65201

Phone: 573-886-4375

Email:
clerk@boonecountymo.org

Website:
[LEA Website](#)

Need to update your registration?

Visit the [Missouri Secretary of State Elections page](#) for more information.





CATRINAS TACOS & TEQUILAS

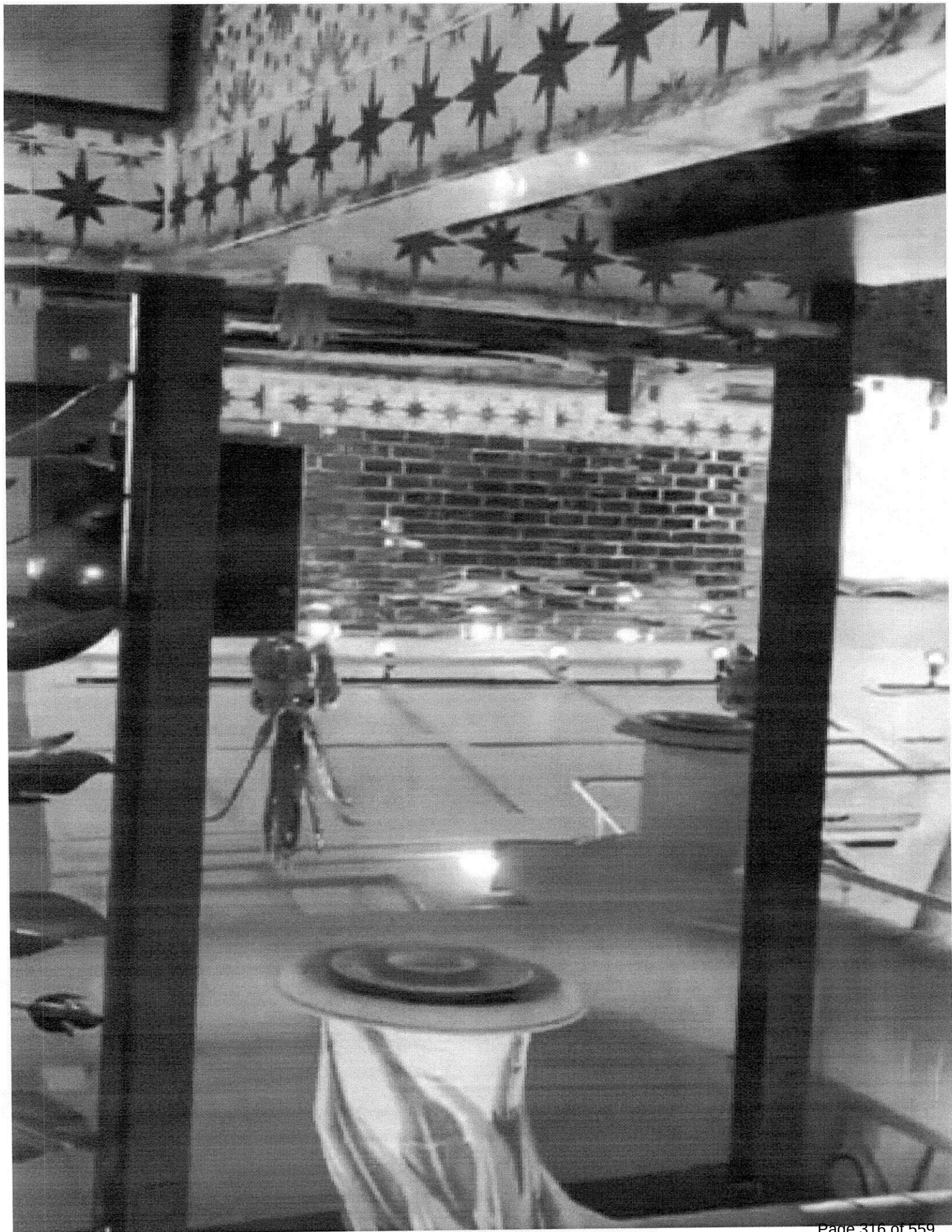


CATRINAS TACOS & TEQUILAS



CATRINAS TACOS &
TEQUILAS









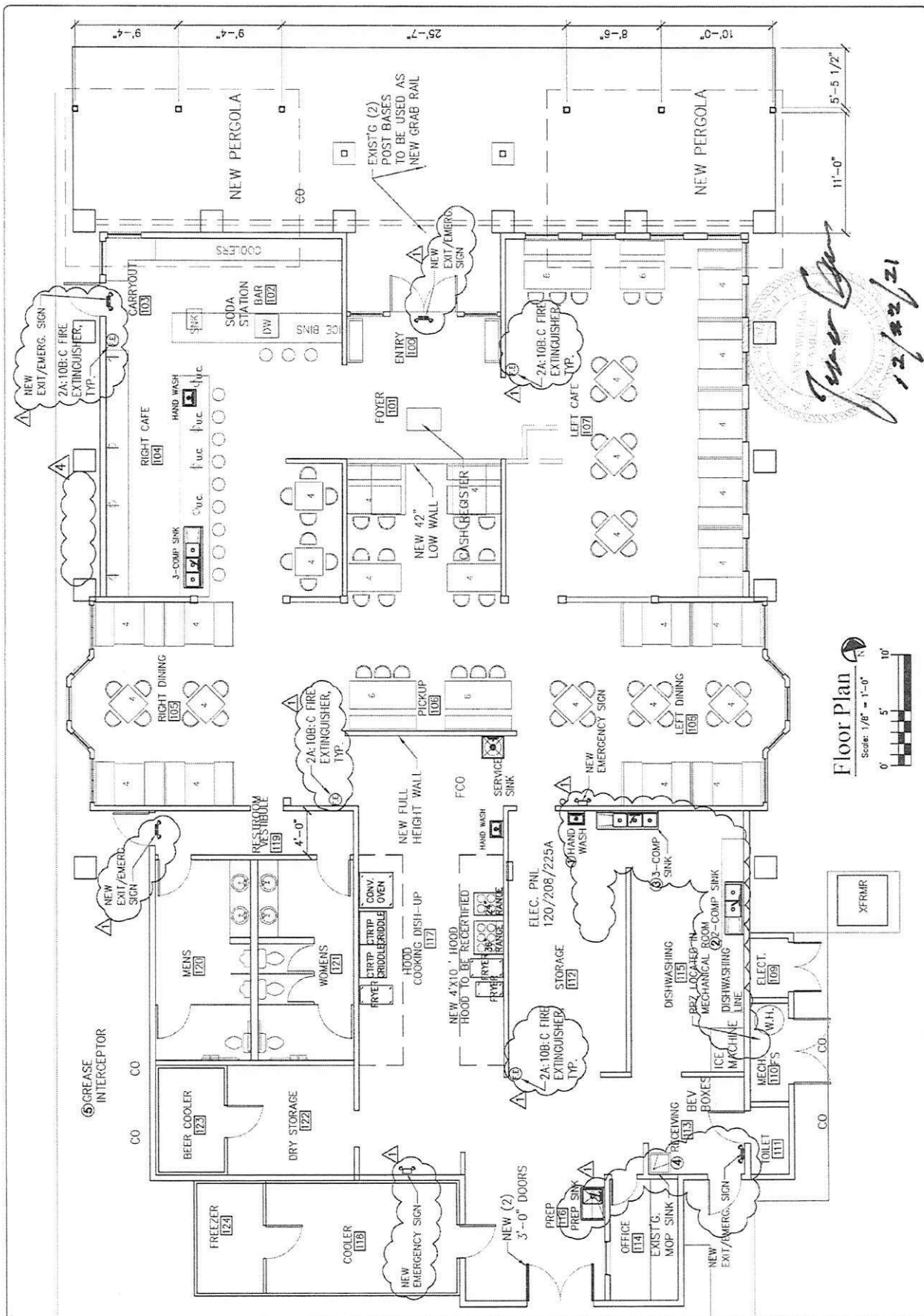














Official Tax Payment Receipt

Receipt No.: 13867315 **Date and Time:** 12/04/2023 12:00 **Print Date:** 03/25/2024
Receipt Details

Parcel No.	Tax Year	TCA/District	Amount Applied	Unpaid Balance Amount*	Description
34-620-04-03-00-00-000	2023	038	\$19,480.37	\$0.00	A/V Principal-Commercial
	2023	REPL	\$4,167.53	\$0.00	Replacement Tax
	2022	038	\$110.95	\$0.00	A/V Principal-Commercial
	2022	REPL	\$20.76	\$0.00	Replacement Tax
	2022	REPL	\$600.09	\$0.00	Property Tax Interest
	2022	CTID	\$3,170.39	\$0.00	Property Tax Interest
	2022	LDMC	\$3.61	\$0.00	Property Tax Interest
	2022	STBP	\$12.45	\$0.00	Property Tax Interest
	2022	038	\$19.97	\$0.00	Property Tax Interest
	2022	STBP	\$2.45	\$0.00	Chapter 52 Fee
	2022	LDMC	\$0.71	\$0.00	Chapter 52 Fee
	2022	038	\$3.93	\$0.00	Chapter 52 Fee
	2022	REPL	\$118.02	\$0.00	Chapter 52 Fee
	2022	CTID	\$623.51	\$0.00	Chapter 52 Fee
	2022	CTID	\$1,039.18	\$0.00	Chapter 141 Fee
	2022	STBP	\$4.08	\$0.00	Chapter 141 Fee
	2022	038	\$6.55	\$0.00	Chapter 141 Fee

2022	LDMC	\$1.18	\$0.00	Chapter 141 Fee
2022	REPL	\$196.70	\$0.00	Chapter 141 Fee
2022	CTID	\$17,613.25	\$0.00	TIF
2022	STBP	\$69.17	\$0.00	TIF
2022	REPL	\$3,313.08	\$0.00	TIF
2022	LDMC	\$20.06	\$0.00	TIF

Payer Name and Address Information

Name	Address	Tender Type	Amount Tendered
A.F.A INDEPENDENCE LLC	3904 TREFOIL DR ,COLUMBIA ,MO65203	Personal Check	\$50,597.99

Owner Name and Address Information

Parcel No.	Name	Address	Since	To
34-620-04-03-00-0-00-000	A.F.A INDEPENDENCE LLC	3904 TREFOIL DR, COLUMBIA, MO 65203	01/22/2021	Current

Distribution of Districts

Parcel No.	Tax Year	Agency	Amount
34-620-04-03-00-0-00-000	2023	BLUE SPRINGS SCHOOLR-IV	14684.9566
	2023	BOARD OF DISABLED SERVICES	207.6514
	2023	CITY - INDEPENDENCE	1380.1858
	2023	JACKSON COUNTY	1483.7215
	2023	MENTAL HEALTH	276.3852
	2023	METRO JUNIOR COLLEGE	516.2283
	2023	MID-CONTINENT LIBRARY	844.2364
	2023	REPLACEMENT TAX	4167.5300
	2023	STATE BLIND PENSION	87.0048
	2022	BLUE SPRINGS SCHOOLR-IV	82.7783
	2022	BOARD OF DISABLED SERVICES	1.2080
	2022	CITY - INDEPENDENCE	8.7553
	2022	JACKSON COUNTY	8.5544
	2022	MENTAL HEALTH	1.6083
	2022	METRO JUNIOR COLLEGE	2.9305
	2022	MID-CONTINENT LIBRARY	4.6818
	2022	REPLACEMENT TAX	20.7600
	2022	STATE BLIND PENSION	0.4335

Motor Vehicles

Parcel No.	Tax Year	Type	Make	Model	Series	Model Year	Item ID	Plate No.	Name on Title 1	Name on Title 2
No Motor Vehicle Assets Found										
Business Assets										
Parcel No.	Tax Year	Category					Purchase Year			
No Business Assets Found										
Real Estate Legal Descriptions										
Parcel No.	Legal Line									Line No.
34-620-04-03-00-0-00-000	EASTLAND CENTER 2ND PLAT REPLAT OF LOT 9A REPLAT LOT 9--LOT 9-E									1
*Interest, penalties and fees will be assessed on any unpaid balance amount. The amount of any unpaid balance shown on this receipt is the unpaid balance amount at the time the receipt is run, exclusive of such interest, penalties and fees. 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 4.5.0.0

City of Independence, Missouri Business License

Expiration Date: 3/31/2025

Account #: 109975

Licensed Business:

CATRINAS TACOS & TEQUILAS
19801 E VALLEY VIEW PKWY
INDEPENDENCE MO 64057

ALFONSO JAIME
LA CATRINA RESTAURANT GROUP LLC
3904 TREFOIL DR
COLUMBIA MO 65203

Business Type:

RESTAURANT/BAR

Business will operate in conformity and
subject to Ordinances of the City of
Independence, Missouri and the Statutes of
the State of Missouri.


Community Development Director

MISSOURI - DIVISION OF ALCOHOL AND TOBACCO CONTROL - LICENSE

THIS LICENSE MUST BE POSTED ON THE PREMISES IN FULL PUBLIC VIEW

RETAIL LIQUOR BY DRINK

299409

\$75.00

EXPIRATION DATE: JUNE 30, 2024

EFFECTIVE DATE: APRIL 8, 2024

JACKSON

BUS. STRUCTURE: LMTD LIABILITY

MANAGING OFFICER OR PARTNERS: ALFONSO O JAIME

SPECIAL PERMITS: EMP-MINORS

ALL OF A ONE STORY BUILDING LOCATED AT 19801 E VALLEY VIEW PKWY.,
INDEPENDENCE, MO.

RENEWAL NOTICES are mailed annually in March. It's the licensee's responsibility to pay the required fee by MAY 1ST of each calendar year. Late fees will be assessed for late renewal after MAY 1ST.

Sandra K. Karsten

DIRECTOR OF PUBLIC SAFETY

Michael A. Leach

SUPERVISOR OF ALCOHOL AND TOBACCO CONTROL

LA CATRINA RESTAURANT GROUP LLC
CATRINAS TACOS & TEQUILAS
19801 E VALLEY VIEW PKWY
INDEPENDENCE, MO 64057

LICENSE NOT TRANSFERABLE

MISSOURI - DIVISION OF ALCOHOL AND TOBACCO CONTROL - LICENSE

THIS LICENSE MUST BE POSTED ON THE PREMISES IN FULL PUBLIC VIEW

SUNDAY BY DRINK

299410

\$50.00

EXPIRATION DATE: JUNE 30, 2024

EFFECTIVE DATE: APRIL 8, 2024

JACKSON

BUS. STRUCTURE: LMTD LIABILITY

MANAGING OFFICER OR PARTNERS: ALFONSO O JAIME

SPECIAL PERMITS: EMP-MINORS

ALL OF A ONE STORY BUILDING LOCATED AT 19801 E VALLEY VIEW PKWY.,
INDEPENDENCE, MO.

RENEWAL NOTICES are mailed annually in March. It's the licensee's responsibility to pay the required fee by MAY 1ST of each calendar year. Late fees will be assessed for late renewal after MAY 1ST.

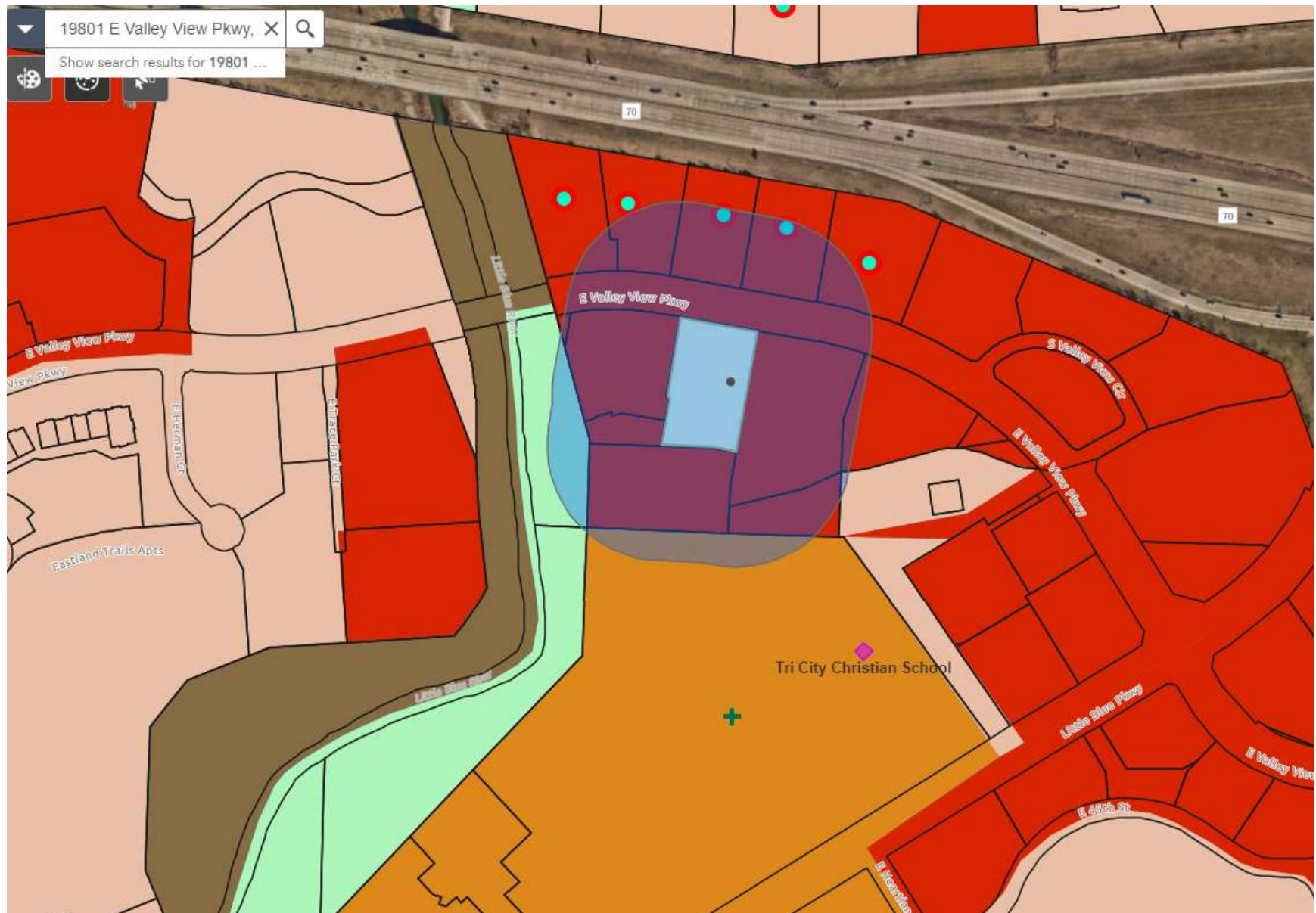
Sandra K. Karsten
DIRECTOR OF PUBLIC SAFETY

Michael A. Leamer
SUPERVISOR OF ALCOHOL AND TOBACCO CONTROL

LA CATRINA RESTAURANT GROUP LLC
CATRINAS TACOS & TEQUILAS
19801 E VALLEY VIEW PKWY
INDEPENDENCE, MO 64057

LICENSE NOT TRANSFERABLE







May 3, 2024

Dear Property Owner:

La Catrina Restaurant Group, LLC has submitted a liquor license application for a Restaurant Selling of Intoxicating Liquor by the Drink including Sunday Sales with the City of Independence Regulated Industries Division. The application is for Catrina's Tacos & Tequila located at 19801 E. Valley View Pkwy., 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, May 20, 2024, in Council Chambers at 111 East Maple Ave.

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

Please contact our Regulated Industries division at (816) 325-7183 or at 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
JACKSON COUNTY MISSOURI	415 E 12TH ST	KANSAS CITY	MO	64106
TRINITY WOODS LLC	4705 CENTRAL ST	KANSAS CITY	MO	64112
U-SMILE INDEPENDENCE LLC	3603 S BUCKNER TARSNEY RD	GRAIN VALLEY	MO	64029
FCPT HOLDINGS LLC	591 REDWOOD HWY STE 3215	MILL VALLEY	CA	94941
ZAC TDB LLC	1855 OLYMPIC BLVD STE 300	WALNUT CREEK	CA	94596
PATEL HITESH	3120 SW JEFFERSON ST	BLUE SPRINGS	MO	64015
ZAC CAL PS V LLC	1855 OLYMPIC BLVD STE 300	WALNUT CREEK	CA	94596
ELITE HOTELS GROUPS LLC	3120 NW JEFFERSON ST	BLUE SPRINGS	MO	64015
A.F.A INDEPENDENCE LLC	3904 TREFOIL DR	COLUMBIA	MO	65203
RDL REAL ESTATE 882	3425 SE LAKE EASTBROOK BLVD	GRAND RAPIDS	MI	49546
FIRST BAPTIST CHURCH OF BLUE SPRINGS	4500 LITTLE BLUE PKWY	INDEPENDENCE	MO	64057
INDEPENDENCE CHICKEN BLOCK ONE LLC	605 W 47TH ST STE 200	KANSAS CITY	MO	64112
SANTA TERESA CAPITAL LLC	601 N MESA ST STE 1500	EL PASO	TX	79901
KOBE JAPANESE STEAKHOUSE & SUSHI BAR LLC	19800 VALLEYVIEW PKWY	INDEPENDENCE	MO	64057

PUBLIC HEARING
CITY OF INDEPENDENCE
PROPOSED BUDGET

A budget hearing is to be conducted by the City Council for all interested citizens of the City of Independence, Missouri.

The hearing will be held on May 20, 2024, at 6:00 p.m. for the purpose of discussing the proposed budget for the July 1, 2024 – June 30, 2025, fiscal year. The meeting will be streamed on City7 and YouTube.

All interested citizens will have the opportunity to give written and oral comments. The proposed budget may be examined after May 10, 2024, between 9:00 a.m. and 5:00 p.m. weekdays, except holidays, at the City Clerk's Office, City Hall, 111 E. Maple. The document will be posted on the City's website - Indepmo.org.

CITY OF INDEPENDENCE
Melissa Sill, Budget Manager
Equal Opportunity
Employer/Contractor/MFD

Date of Publication: May 10, 2024

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

24-031 2R An Ordinance amending Chapter 9 (Fire Code) of the Independence City Code by Adding Article 2 to add Lift Assist Cost Recovery and Non-Resident Mitigation

Fees. 2R **PASSES 7-0 Ord. No. 19552**

Recommendations:

Council approval to accept the proposed ordinance.

Background:

The City of Independence Fire Department has historically been called to provide lifting assistance for all emergency and non-emergency calls within the fire and emergency response area of the City. These lifting assistance calls have historically come with liability to our Fire Fighters in the form of physical injury to include, but not limited to, back injuries, shoulder and arm injuries, hip, knee and leg injuries and neck injuries. From 2020 to date, the Independence Fire Department has experienced injury to 16 Fire Fighters due to responding on lift assist calls. The cost of these injury exposures is \$200,000.00 for this period alone, with some cases still open. This ordinance would limit the injury exposure by the reduction of sending our personnel to non-emergency lift assist calls for assistance to all nursing homes, assisted living facilities or other agencies that request non-emergency response that does not require emergency medical treatment. This ordinance does not pertain to any single or multifamily residential home that does not have in home care.

The non-residential fee program will address the fire/emergency services provided to those who Independence Fire Department responds to for services in our community. Some of these services would include, but not limited to vehicle accidents, patient extrication, vehicle fires and/or other associated types of emergency calls. The intent is to bill the patient/vehicle owner's insurance company for services rendered to nonresidents of the City of Independence. This helps to share the costs of emergency services rendered to non-residents that the citizens of Independence already pay for. This does not include any mutual agreements.

There was much research that went into the methodology for the determination of the appropriate billing fees. Billing for the Independence Fire Department incident response cost recovery must represent the actual cost of operations. The costs are typically based on the actual response time (the time the apparatus leaves the station until it is response ready or ready to go back into full service).

The rates should follow the national standard for fire department billing, which is based on recommendations per information gathered during a FEMA commissioned study, as well as other relevant industry research. Fully calculated rates, using preset charges/values for each component involved, can include variables such as cost for vehicles and equipment, repairs and

maintenance, useful life, contractors and billing and collections.

If approved, all fees will be added to the City of Independence Fee Schedule, which is scheduled to be updated in May 2024.

Emergency Justification:

None.

Fiscal Impact:

The fiscal impact to the City of Independence is in the form of risk reduction and avoidance. It is the hope that there will not be any dollars coming in the City due to this ordinance, but there will be a significant reduction in the worker's compensation exposure due to the reduction of risks during these calls for service. All funds will be directed to project line # 0024622-5313.

Council Action:

Department / Contact	Fire Department /
---------------------------------	-------------------

REVIEWERS

ATTACHMENTS:

1. Ordinance adding Lift Assist and Non Residential Cost Recovery Code 4-25-24
2. Council 2024 -Lift Assist Cost Recovery and Non-Residential Mitigation Fees Cover Sheet 4.25.24
3. Lift assist and non-resident cost recovery rate explanation 4.25
4. 20240524Ord. No. 19552103745

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 9 (FIRE CODE) OF INDEPENDENCE CITY CODE BY ADDING A NEW ARTICLE 2 TO ADD LIFT ASSIST COST RECOVERY AND NON-RESIDENT MITIGATION FEES.

WHEREAS, Chapter 9 of the City Code regards Fire Codes; and

WHEREAS, the cost of emergency and non-emergency fire department and rescue response services continues to increase throughout the United States; and

WHEREAS, the Independence Fire Department has investigated various methods of controlling increased costs while continuing to provide effective and efficient response to emergency and non-emergency incidents; and

WHEREAS, it has been determined that imposing user fees for non-residents who require fire rescue response services and non-emergency transport assistance to those living in assisted-living or nursing home facilities to be a fair, equitable, and prudent way to control increasing costs while also maintaining a high-quality Fire Department response; and

WHEREAS, procedures and regulations need to be added regarding cost recovery for the Independence Fire Department for non -resident user fees and charges to assist in physically moving a person who does not require emergency medical treatment or transportation in assisted living or nursing home facilities; and

WHEREAS, the City Council desires to add Article 2 to Chapter 9 to the City Code to enact these procedures and regulations.

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

SECTION 1. That Article 2 is hereby added to Chapter 9 of the City Code as follows:

ARTICLE 2. - Cost Recovery and Mitigation

Division 1 - LIFT ASSIST COST RECOVERY

Sec. 9.02.001. – Definitions

For the purpose of this Division, the following terms, phrases, words, and their derivations shall have the meaning given:

- (a) **Assisted-living facility; Assisted-living facility means a residential setting that provides assisted-living services for remuneration to four or more persons who reside in such residential setting and are not related to the owner of the residential setting and, except as provided in subdivision (b) of this subdivision, includes a home, an apartment or a facility; assisted-living does not include a home, an apartment or a facility in which (1) casual care is provided at irregular intervals or (ii) a competent person residing in such**

home, apartment or facility provides for or contracts for his or her own personal or professional services, if no more than 50 percent of the persons residing in such home, apartment or facility receive such services.

- (b) Emergency medical treatment: For purposes of this article, emergency medical treatment shall mean treatment beyond an initial assessment routinely performed by the Independence Fire Department.
- (c) Lift Assist: Lift assist shall mean a response by the Independence Fire Department to assist in physically moving a person who does not require emergency medical treatment or transportation in an assisted-living facility and or nursing care facility.
- (d) Nursing care facility: Nursing care facility shall mean a facility where medical care, nursing care, rehabilitation, or related services and associated treatment are provided for a period of more than twenty-four (24) consecutive hours to persons residing at such facility who are ill, injured or disabled.
- (e) Other agencies: agencies that request lift assistance by the Independence Fire Department for a non-emergency incident that does not require emergency medical treatment.

Sec. 9.02.02 - Lift assist cost recovery; fee schedule; records; billing and collection

- (a) The city shall charge a fee to assisted- living facilities and nursing care facilities or other agencies for services provided by the City of Independence Fire Department in connection with providing a lift assist to any person.
- (b) The fees for providing lift assist shall be outlined in the Schedule of Fees approved by the City Council.
- (c) A facility or agency is allowed three (3) non-emergency lift assist calls for the first calendar year (2024) at no charge. Any subsequent non-emergency lift assists in 2024 will be charged the fees within the City's Fee Schedule. Beginning January 1, 2025 and going forward all non-emergency lift assist calls will be charged in accordance with City Fee Schedule.
- (d) The Fire Department shall maintain records in connection with services provided pursuant to this article and shall forward the records to the Finance Department, which shall be responsible for the billing and collection of accounts due and owing, including the right to contract for billing and collection, subject to the approval of the City Council.

Sec. 9.02.03 – Appeals

Any assisted-living facility or nursing care facility or agency requesting like services subject to a fee under this article may, within ten (10) days of the issuance of such a bill, submit an appeal to the Fire Chief or their designee; no subsequent administrative appeals are permitted.

Secs. 9.02.04-9.02.499

Division 2 - NON-RESIDENT MITIGATION FEES

Sec. 9.02.500 - Mitigation Fees

- (a) The Fire Department may charge mitigation fees for the delivery of emergency and non-emergency services to non-city residents by the Fire Department for personnel, supplies, and equipment to the scene of emergency and non-emergency incidents as listed in the Schedule of Fees.

- (b) The mitigation fees shall be based on actual costs of the services and that which is usual, customary, and reasonable (UCR) as outlined in the Schedule of Fees, which may include any services, personnel, supplies, and equipment.
- (c) The City Clerk shall retain a copy of the detailed description of services provided for each mitigation fee on the Schedule of Fees.

Sec. 9.02.501 - Insurance

A claim shall be filed to the responsible party(s) through their applicable insurance carrier for payment of mitigation fees. All claims shall be approved by the Fire Chief or their designee.

Sec. 9.02.502 - City Manager Authorized To Make Rules and Regulations

The City Manager is authorized to make, amend, revoke, or add rules and regulations consistent with this section deemed necessary to provide for the accurate billing and collection of mitigation fees.

SECTION 2. That all other parts and provisions of the City Code shall be in full force and effect unless previously or subsequently amended or repealed.

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

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

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

ATTEST:

City Clerk

APPROVED - FORM AND LEGALITY:

City Counselor

REVIEWED BY

City Manager

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

City of Independence
AGENDA ITEM COVER SHEET

Agenda Title:

Council action is requested to approve a ‘Lift Assist Cost Recovery and Non-Resident Mitigation Fees’ Ordinance that would create the ability to charge any staffed nursing home, assisted living facility, any facility adequately staffed and any for profit agency requesting assistance from the Independence Fire Department to lift a patient/citizen in a non-emergency situation.

Non-Resident Mitigation Fees

The Fire Department may charge mitigation fees for the delivery of emergency and non-emergency services to non-city residents by the Independence Fire Department for personnel, supplies, and equipment to the scene of emergency and non-emergency incidents as listed in the Schedule of Fees. Some of these fees will include, but not limited to motor vehicle incidents, vehicle/machinery extrication, multiple responses to illegal burns and other incidents as determined by the Fire Chief as mitigation efforts for non-residents of the City of Independence. The mitigation fees shall be based on actual costs of the services and that which is usual, customary, and reasonable (UCR) as outlined in the Schedule of Fees, which may include any services, personnel, supplies, and equipment.

Recommendation:

Council approval to accept the proposed ordinance.

Background:

The City of Independence Fire Department has historically been called to provide lifting assistance for all emergency and non-emergency calls within the fire and emergency response area of the City. These lifting assistance calls have historically come with liability to our Fire Fighters in the form of physical injury to include, but not limited to, back injuries, shoulder and arm injuries, hip, knee and leg injuries and neck injuries. From 2020 to date, the Independence Fire Department has experienced injury to 16 Fire Fighters due to responding on lift assist calls. The cost of these injury exposures is \$200,000.00 for this period alone, with some cases still open. This ordinance would limit the injury exposure by the reduction of sending our personnel to non-emergency lift assist calls for assistance to all nursing homes, assisted living facilities or other agencies that request non-emergency response that does not require emergency medical treatment. This ordinance does not pertain to any single or multi-family residential home that does not have in home care.

The non-residential fee program will address the fire/emergency services provided to those who Independence Fire Department responds to for services in our community. Some of these services would include, but not limited to vehicle accidents, patient extrication, vehicle fires and/or other associated types of emergency calls. The intent is to bill the patient/vehicle owner’s insurance company for services rendered to nonresidents of the City of Independence. This helps to share the costs of emergency services rendered to non-residents, that the citizens of Independence already pay. This does not include any mutual agreements.

There was much research that went into the methodology for the determination of the appropriate billing fees. Billing for the Independence Fire Department incident response cost recovery must represent actual cost of operations. The costs are typically based on the actual response time (the time the apparatus leaves the station until it is response ready or ready to go back in full service).

The rates should follow the national standard for fire department billing, which is based on recommendations per information gathered during a FEMA commissioned study, as well as other relevant industry research. Fully calculated rates, using preset charges/values for each component involved, can include variables such as cost for vehicles and equipment, repairs and maintenance, useful life, contractors and billing and collections.

If approved all fees will be added to the City of Independence Fee Schedule, which is schedule to update May 2024.

City of Independence
AGENDA ITEM COVER SHEET

Funding:

The fiscal impact to the City of Independence is in the form of risk reduction and avoidance. It is the hope that there will not be any dollars coming in the City due to this ordinance, but there will be a significant reduction in the worker's compensation exposure due to the reduction of risks during these calls for service. All funds will be directed to project line # 0024622-5313.

Lift assist cost recovery; fee schedule; records; billing and collection

- (a) The city shall charge a fee to staffed assisted- living facilities and nursing care facilities or other agencies for services provided by the City of Independence Fire Department in connection with providing a lift assist to any person.
- (b) The fee for providing such lift assist could be \$540.45, which is the FEMA reimbursement rate of a disaster response for the apparatus of \$375.00 plus \$165.45 (which is the hourly rate of a three-member crew \$112.30 x 1.5) for the cost of the average of 3 Fire Fighter hourly wage and benefits (x 1.5). The City of Independence shall implement a charge of \$432.36 per lift assist call, which is 80% of the FEMA reimbursement rate allowable. A facility or agency shall be allowed three (3) non-emergency lift assist calls per calendar year, after three (3) lift asst calls then the cost of the non-emergency lift assist calls will be at 100% of the FEMA reimbursement rate (\$540.45) and any non-emergency lift assist calls after five (5) per calendar year the rate will be doubled (2) times the original rate to be \$1,080.90 per non-emergency lift assist.
- (c) The Independence Fire Department shall maintain records in connection with services provided pursuant to this article and shall forward the records to the City finance department, which shall be responsible for the billing and collection of accounts due and owing, including the right to contract for billing and collection, subject to the approval of the City of Independence City Council.

Non-Resident Response Fees Schedule

(a) Motor Vehicle Accidents

Level 1

Provide hazardous materials assessment and scene stabilization. This will be the most common “billing level”. This occurs almost every time the fire department responds to an accident/incident.

Level 2

Includes Level 1 services as well as clean up and material used (sorbents) for hazardous fluid clean up and disposal. We will bill at this level if the fire department has to clean up any gasoline or other automotive fluids that are spilled as a result of the accident/incident.

Level 3 – CAR FIRE

Provide scene safety, fire suppression, breathing air, rescue tools, hand tools, hose, tip use, foam, structure protection, and clean up gasoline or other automotive fluids that are spilled as a result of the accident/incident.

All the above services will be at the rate of \$540.45 per apparatus per incident.

Vehicle/Machinery Extrication - \$1,621.00

Includes heavy rescue tools, ropes, airbags, cribbing etc. This charge will be added if the fire department must free/remove anyone from the vehicle(s) using any equipment. We will not bill at this level if the patient is simply unconscious and fire department is able to open the door to access the patient. This level is to be billed only if equipment is deployed.

MITIGATION RATE NOTES

The mitigation rates above are average “billing levels” for one hour of service, and are typical for the incident responses listed, however, when a claim is submitted, it may be itemized and based on the actual services provided.

These average mitigation rates were determined by itemizing costs for a typical run (from the time a fire apparatus leaves the station until it returns to the station) and are based on the actual costs, using amortized schedules for apparatus (including useful life, equipment, repairs, and maintenance) and labor rates (an average department’s “actual personnel expense” and not just a firefighter's basic wage). The actual personnel expense includes costs such as wages, retirement, benefits, workers comp, insurance, etc.

The billing rate for extrication incidents is taking into account multiple apparatus response and use of specialized extrication tools and expertise.

BILL NO. 24-031

ORDINANCE NO. 19552

AN ORDINANCE AMENDING CHAPTER 9 (FIRE CODE) OF INDEPENDENCE CITY CODE BY ADDING A NEW ARTICLE 2 TO ADD LIFT ASSIST COST RECOVERY AND NON-RESIDENT MITIGATION FEES.

WHEREAS, Chapter 9 of the City Code regards Fire Codes; and

WHEREAS, the cost of emergency and non-emergency fire department and rescue response services continues to increase throughout the United States; and

WHEREAS, the Independence Fire Department has investigated various methods of controlling increased costs while continuing to provide effective and efficient response to emergency and non-emergency incidents; and

WHEREAS, it has been determined that imposing user fees for non-residents who require fire rescue response services and non-emergency transport assistance to those living in assisted-living or nursing home facilities to be a fair, equitable, and prudent way to control increasing costs while also maintaining a high-quality Fire Department response; and

WHEREAS, procedures and regulations need to be added regarding cost recovery for the Independence Fire Department for non-resident user fees and charges to assist in physically moving a person who does not require emergency medical treatment or transportation in assisted living or nursing home facilities; and

WHEREAS, the City Council desires to add Article 2 to Chapter 9 to the City Code to enact these procedures and regulations.

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

SECTION 1. That Article 2 is hereby added to Chapter 9 of the City Code as follows:

ARTICLE 2. - Cost Recovery and Mitigation

Division 1 - LIFT ASSIST COST RECOVERY

Sec. 9.02.001. – Definitions

For the purpose of this Division, the following terms, phrases, words, and their derivations shall have the meaning given:

- (a) **Assisted-living facility; Assisted-living facility means a residential setting that provides assisted-living services for remuneration to four or more persons who reside in such residential setting and are not related to the owner of the residential setting and, except as provided in subdivision (b) of this subdivision, includes a home, an apartment or a facility; assisted-living does not include a home, an apartment or a facility in which (1) casual care is provided at irregular intervals or (ii) a competent person residing in such**

home, apartment or facility provides for or contracts for his or her own personal or professional services, if no more than 50 percent of the persons residing in such home, apartment or facility receive such services.

- (b) Emergency medical treatment: For purposes of this article, emergency medical treatment shall mean treatment beyond an initial assessment routinely performed by the Independence Fire Department.
- (c) Lift Assist: Lift assist shall mean a response by the Independence Fire Department to assist in physically moving a person who does not require emergency medical treatment or transportation in an assisted-living facility and or nursing care facility.
- (d) Nursing care facility: Nursing care facility shall mean a facility where medical care, nursing care, rehabilitation, or related services and associated treatment are provided for a period of more than twenty-four (24) consecutive hours to persons residing at such facility who are ill, injured or disabled.
- (e) Other agencies: agencies that request lift assistance by the Independence Fire Department for a non-emergency incident that does not require emergency medical treatment.

Sec. 9.02.02 - Lift assist cost recovery; fee schedule; records; billing and collection

- (a) The city shall charge a fee to assisted- living facilities and nursing care facilities or other agencies for services provided by the City of Independence Fire Department in connection with providing a lift assist to any person.
- (b) The fees for providing lift assist shall be outlined in the Schedule of Fees approved by the City Council.
- (c) A facility or agency is allowed three (3) non-emergency lift assist calls for the first calendar year (2024) at no charge. Any subsequent non-emergency lift assists in 2024 will be charged the fees within the City's Fee Schedule. Beginning January 1, 2025 and going forward all non-emergency lift assist calls will be charged in accordance with City Fee Schedule.
- (d) The Fire Department shall maintain records in connection with services provided pursuant to this article and shall forward the records to the Finance Department, which shall be responsible for the billing and collection of accounts due and owing, including the right to contract for billing and collection, subject to the approval of the City Council.

Sec. 9.02.03 – Appeals

Any assisted-living facility or nursing care facility or agency requesting like services subject to a fee under this article may, within ten (10) days of the issuance of such a bill, submit an appeal to the Fire Chief or their designee; no subsequent administrative appeals are permitted.

Secs. 9.02.04-9.02.499

Division 2 - NON-RESIDENT MITIGATION FEES

Sec. 9.02.500 - Mitigation Fees

- (a) The Fire Department may charge mitigation fees for the delivery of emergency and non-emergency services to non-city residents by the Fire Department for personnel, supplies, and equipment to the scene of emergency and non-emergency incidents as listed in the Schedule of Fees.

- (b) The mitigation fees shall be based on actual costs of the services and that which is usual, customary, and reasonable (UCR) as outlined in the Schedule of Fees, which may include any services, personnel, supplies, and equipment.
- (c) The City Clerk shall retain a copy of the detailed description of services provided for each mitigation fee on the Schedule of Fees.

Sec. 9.02.501 - Insurance

A claim shall be filed to the responsible party(s) through their applicable insurance carrier for payment of mitigation fees. All claims shall be approved by the Fire Chief or their designee.

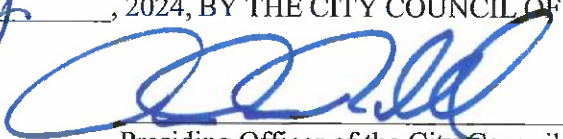
Sec. 9.02.502 - City Manager Authorized To Make Rules and Regulations

The City Manager is authorized to make, amend, revoke, or add rules and regulations consistent with this section deemed necessary to provide for the accurate billing and collection of mitigation fees.

SECTION 2. That all other parts and provisions of the City Code shall be in full force and effect unless previously or subsequently amended or repealed.

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

PASSED THIS 20th DAY OF May, 2024, BY THE CITY COUNCIL OF THE CITY OF INDEPENDENCE, MISSOURI.


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

ATTEST:


City Clerk

APPROVED - FORM AND LEGALITY:


City Counselor

REVIEWED BY


City Manager



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

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

24-033 2R An ordinance repealing Chapter 5, Article 1 and adding a new Chapter 5, Article 1 of the City Code and renaming Chapter 5 to “Business Licenses”. ***This addresses item 2.1.a of the 2023-2024 Independence Action Plan.*** 2R **PASSES 7-0 Ord. No. 19553**

Recommendations:

Staff recommends approval.

Background:

This amendment to the City Code seeks to update the occupation license code, to align the City’s occupation license code with the Missouri State Statutes, and to clarify the regulations.

The business license regulations date back to the 1930s with the last major update occurring in 1970. Since then, there were several amendments most of which addressed a singular issue.

For this amendment, staff comprehensively reviewed this Chapter, compared the regulations to peer municipalities, and compared the regulations to State Statutes.

This ordinance amendment:

Reorganized the Chapter. The Chapter has been reorganized to consolidate the definitions and general requirements into one section for ease of use. In some instances, there were duplicate regulations and sometimes contradicting regulations in different sections; those regulations were consolidated and corrected.

Updated regulations to match State Statutes. Several of our requirements conflicted with State Statutes or directed users to incorrect RSMo sections. These areas were changed to match the language contained in State Statute and added reference to the specific State Statute section.

Modified Process – Business License Appeal. The current ordinance requires business license appeals to be heard by the City Council. The City has several other appeals that are directed to Circuit Court as specified in RSMo Section 536. The proposed amendment would change the process for an appeal to go before Circuit Court thus mirroring other appeal processes.

Enforcement and Compliance. Clarifies the process for gaining compliance for businesses operating without a license and the enforcement of prohibited businesses operating illegally.

Payment of financial obligation prerequisite to issuance of license. The amendment adds the requirement that all financial obligations which are due and owing to the City have been paid.

Emergency Justification:

Fiscal Impact:

Council Action:

Department / Community Development /
Contact

REVIEWERS

ATTACHMENTS:

1. Draft Ordinance
2. City Code Changes
3. 20240524Ord. No. 19553103928

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE REPEALING CHAPTER 5 ARTICLE 1 AND ADDING A NEW CHAPTER 5, ARTICLE 1 OF THE CITY CODE AND RENAMING CHAPTER 5 TO “BUSINESS LICENSES.”

WHEREAS, the City has had some form of business license regulations dating back to the 1930s; and,

WHEREAS, the last major update to Chapter 5 of the City Code occurred in 1970; and,

WHEREAS, since the adoption, there have been numerous amendments to the Business and Occupation Licenses chapter mostly dealing with singular topics; and,

WHEREAS, the City seeks to update the business licensing regulations to align the City’s regulations with the Missouri State Statutes, and to clarify the City’s regulations.

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

SECTION 1. That Chapter 5, Article 1 “of the Code of the City of Independence, Missouri, is hereby repealed in its entirety as of the effective date of this ordinance.

SECTION 2. That a new Chapter 5, Article 1, attached hereto and made part of hereof is hereby added to the Independence City Code, to read as follows:

”ARTICLE 1. ADMINISTRATION OF LICENSES IN GENERAL, AND REQUIREMENTS THEREOF

Sec. 5.01.001. Applicability.

The provisions of this article shall apply to all corporations, companies, associations, joint stock associations, partnerships, co-partnerships and persons and their lessees, duly constituted trustees or receivers, heirs, administrators or assigns, who shall engage in any business, trade, vocation, profession or occupation including manufacturing, within the City limits.

Sec. 5.01.002. Definitions.

A. For the purposes of this chapter:

ADMINISTER means the direct application of marijuana to a qualifying patient by way of any of the following methods:

- i. Ingestion of capsules, teas, oils, and other marijuana-infused products;**
- ii. Vaporization or smoking of dried flowers, buds, plant material, extracts, or oils;**

- iii. Application of ointments or balms;
- iv. Transdermal patches and suppositories; or
- v. Consuming marijuana-infused food products.

APPLICANT means a duly authorized officer or person of a business applying for a business license, either new or renewal.

BUSINESS, TRADE, VOCATION, PROFESSION, OCCUPATION shall mean the selling or providing of any goods, wares, merchandise, or services or as a practice in the conduct of such business, trade, vocation, profession or occupation, the making or causing to be made, any wholesale or retail sales of goods, wares, merchandise or services to any person or association of persons, whether such sales are accommodation sales, made from a stock of goods on hand, or by ordering from another source, or by listing, and whether the subject of such sales or services is similar or different than the type, if any, regularly offered or performed by the seller.

CITY means the City of Independence, Missouri.

CITY INSPECTOR shall mean anyone authorized by the City to make inspections for the purpose of enforcing the provisions of this article.

COMMISSARY means a commissary as defined in Chapter 11 of this Code.

COMPREHENSIVE FACILITY means a comprehensive marijuana cultivation facility, comprehensive marijuana dispensary facility, or a comprehensive marijuana-infused products manufacturing facility.

COMPREHENSIVE MARIJUANA CULTIVATION FACILITY means a facility licensed by the department to acquire, cultivate, process, package, store on site or off site, transport to or from, and sell marijuana, marijuana seeds, marijuana vegetative cuttings (also known as clones) to a medical facility, comprehensive facility, or marijuana testing facility. A comprehensive marijuana cultivation facility need not segregate or account for its marijuana products as either non-medical marijuana or medical marijuana. A comprehensive marijuana cultivation facility's authority to process marijuana shall include the creation of prerolls, but shall not include the manufacture of marijuana-infused products.

COMPREHENSIVE MARIJUANA DISPENSARY FACILITY means a facility licensed by the Department to acquire, process, package, store on site or off site, sell, transport to or from, and deliver marijuana, marijuana seeds, marijuana vegetative cuttings (also known as clones), marijuana-infused products, and drug paraphernalia used to administer marijuana as provided for in this section to a qualifying patient or primary caregiver, as those terms are defined in section I of Article XIV, or to a consumer, anywhere on the licensed property or to any address as directed by the patient, primary caregiver, or consumer and consistent with the limitations of this Article and as otherwise allowed by law, to a comprehensive facility, a marijuana testing facility, or a medical facility. Comprehensive dispensary facilities may receive transaction orders at the dispensary directly from the consumer in person, by phone, or via the internet including from a third party. A comprehensive marijuana dispensary facility need not segregate or account for its marijuana products as either non-medical

marijuana or medical marijuana, but shall collect all appropriate tangible personal property sales tax for each sale, as set forth in this Article and provided for by general or local law. A comprehensive marijuana dispensary facility's authority to process marijuana shall include the creation of prerolls.

COMPREHENSIVE MARIJUANA-INFUSED PRODUCTS MANUFACTURING FACILITY means a facility licensed by the Department to acquire, process, package, store, manufacture, transport to or from a medical facility, comprehensive facility, or marijuana testing facility, and sell marijuana-infused products, prerolls, and infused prerolls to a marijuana dispensary facility, a marijuana testing facility, or another marijuana-infused products manufacturing facility. A comprehensive marijuana-infused products manufacturing facility need not segregate or account for its marijuana products as either non-medical marijuana or medical marijuana.

CONSTITUTION shall mean the Constitution of the State of Missouri.

CONSUMER means a person who is at least 21 years of age.

DEPARTMENT means the Department of Health and Senior Services, or its successor agency.

FINE when used herein shall mean a monetary fine imposed by the Municipal Court for this City.

FOOD TRUCK means a vehicle mounted mobile food unit.

GROSS BUSINESS ACTIVITY means the gross value of all goods, wares, merchandise, chattel and all other personal and commercial property of every kind and description bought, sold, leased, manufactured or exchanged by the business or person during the preceding calendar or fiscal year consistent with the reporting and accounting basis adopted for Federal taxation purposes.

GROSS COMMISSIONS means the gross amount of commissions, fees, charges or compensation earned from the business during the preceding calendar or fiscal year consistent with the reporting and accounting basis adopted for Federal taxation purposes.

GROSS RECEIPTS shall mean the gross receipts or revenues earned from the receipt of cash, credits and property of any kind for any act or service by a business or person in the preceding calendar or fiscal year consistent with the reporting and accounting basis adopted for Federal taxation purposes.

INSIGNIA or its singular number, insigne, means any tag, plate badge, emblem, sticker or any other kind of device which may be required for use in connection with any license.

LANDLORD means any person firm or corporation who rents or leases dwelling units owned by such person, firm or corporation.

LICENSE OR LICENSEE means specifically, a certificate holder of a business license or permit, or the holder for any use or period of time of any similar privilege, wherever relevant to any provision of this chapter or other law or ordinance.

LICENSE YEAR is the 12-month period beginning the first day of the month in which a license is issued for or renewed.

MAINTAINING A BUSINESS OFFICE means conducting the activities of one's occupation at a given place, phone or address within the physical boundaries of the City of Independence.

MANAGING OFFICER means the person who is in active management and control who may be designated by a corporation as the managing officer, and who may be eligible as an individual to receive a license under the provisions of this chapter.

MARIJUANA or MARIHUANA means Cannabis indica, Cannabis sativa, and Cannabis ruderalis, hybrids of such species, and any other strains commonly understood within the scientific community to constitute marijuana, as well as resin extracted from the plant and marijuana-infused products. 'Marijuana' or 'Marihuana' do not include industrial hemp containing a crop-wide average tetrahydrocannabinol concentration that does not exceed three-tenths of one percent on a dry weight basis, or commodities or products manufactured from industrial hemp.

MARIJUANA BUSINESS means any marijuana facility or facility licensed by Department of Health and Senior Services under the authority granted by Article XIV of the Construction.

MARIJUANA DISPENSARY means either a Medical Marijuana Dispensary, a Comprehensive Marijuana Dispensary, or a Micro-Business as those terms are defined in Article XIV of the Constitution.

MARIJUANA FACILITY means a medical marijuana facility or a comprehensive facility as that term is defined by Article XIV Section 2 of the Constitution, a microbusiness wholesale facility, microbusiness dispensary facility, or any other type of marijuana related facility or business licensed or certified by the Department pursuant to Section 2 of Article XIV

MARIJUANA-INFUSED PRODUCTS means products that are infused with marijuana or an extract thereof and are intended for use or consumption other than by smoking, including, but not limited to, edible products, ointments, tinctures and concentrates.

MARIJUANA MICROBUSINESS FACILITY means a facility licensed by the Department as a microbusiness dispensary facility or microbusiness wholesale facility, as defined in this section.

MARIJUANA TESTING FACILITY means a facility certified by the Department to acquire, test, certify, and transport marijuana, including those originally certified as a medical marijuana testing facility including those originally certified as a medical marijuana testing facility.

MEDICAL MARIJUANA CULTIVATION FACILITY means a facility licensed by the Department, to acquire, cultivate, process, store, transport, and sell marijuana to a Medical Marijuana Dispensary Facility, Medical Marijuana Testing Facility, or to a Medical Marijuana-Infused Products Manufacturing Facility and shall also mean a Comprehensive Marijuana Cultivation Facility, as that term is defined in Article XIV of the Constitution.

MEDICAL MARIJUANA DISPENSARY FACILITY means a facility licensed by the State of Missouri to acquire, store, sell, transport, and deliver marijuana, marijuana-infused products, and drug paraphernalia used to administer marijuana as provided in this section to a qualifying patient, a primary caregiver, another licensed medical marijuana dispensary facility, a licensed medical marijuana testing facility, or a licensed medical marijuana infused products manufacturing facility.

MEDICAL MARIJUANA FACILITY means a medical marijuana dispensary, medical marijuana cultivation facility, medical marijuana testing facility, medical marijuana infused products manufacturing facility and medical marijuana transportation facility licensed by the State of Missouri.

MEDICAL MARIJUANA-INFUSED PRODUCTS MANUFACTURING FACILITY means a facility licensed by the Department to acquire, store, manufacture, transport, and sell marijuana-infused products to a medical marijuana dispensary facility, a medical marijuana testing facility, or to another medical marijuana-infused products manufacturing facility.

MEDICAL MARIJUANA TRANSPORTATION FACILITY means a facility certified by the State of Missouri to transport marijuana to a qualifying patient, a primary caregiver, a medical marijuana cultivation facility, a medical marijuana-infused products manufacturing facility, a medical marijuana dispensary facility, a medical marijuana testing facility, or another medical marijuana transportation facility.

MICROBUSINESS DISPENSARY FACILITY means a facility licensed by the department to acquire, process, package, store on site or off site, sell, transport to or from, and deliver marijuana, marijuana seeds, marijuana vegetative cuttings (also known as clones), marijuana-infused products, and drug paraphernalia used to administer marijuana as provided for in this section to a consumer, qualifying patient, as that term is defined in section I of this Article XIV of the Constitution, or primary caregiver, as that term is defined in section I of this Article XIV of the Constitution, anywhere on the licensed property or to any address as directed by the consumer, qualifying patient, or primary caregiver and, consistent with the limitations of this Article and as otherwise allowed by law, a microbusiness wholesale facility, or a marijuana testing facility. Microbusiness dispensary facilities may receive transaction orders at the dispensary directly from the consumer in person, by phone, or via the internet, including from a third party. A microbusiness dispensary facility's authority to process marijuana shall include the creation of prerolls.

MICROBUSINESS WHOLESALE FACILITY means a facility licensed by the Department to acquire, cultivate, process, package, store on site or off site, manufacture, transport to or from, deliver, and sell marijuana, marijuana seeds, marijuana vegetative cuttings (also known as clones), and marijuana infused products to a microbusiness dispensary facility, other microbusiness wholesale facility, or marijuana testing facility. A microbusiness wholesale facility may cultivate up to 250 flowering marijuana plants at any given time. A microbusiness wholesale facility's authority to process marijuana shall include the creation of prerolls and infused prerolls.

MOBILE FOOD UNIT means a mobile food unit as defined in Chapter 11 of this Code.

BUSINESS LICENSE means the license that every person must obtain from the City before engaging in or continuing to engage in any business, non-exempted profession or occupation in the City.

PERSON means person, partnership, society, association, club, trustee, trust or corporation; or any officer, agent, employee, factor or any kind of personal representative under either personal appointment or pursuant to law.

PREMISES means to include all lands, structures, places and also any equipment and appurtenances connected or used therewith in any business, and also any personal property which is either affixed to or is otherwise used in connection with any such business conducted on such premises.

PRIMARY CAREGIVER means a person designated as such by the Department.

PUSHCART means a non-self-propelled mobile food unit.

QUALIFYING PATIENT means a person designated as such by the Department.

B. When not inconsistent with the context, words used in the present tense include the future, words in the plural number include the singular number, and words in the singular number include the plural number. The word "shall" is always mandatory and not merely directory.

Sec. 5.01.003. Business license required.

- A. Every person, whether or not located in the City, desiring to engage in any business, profession or occupation in the City shall be required to obtain a business license before engaging in such activity as specified in this chapter. Business licenses are not transferable.
- B. Any person shall be deemed to be in business or engaging in non-profit enterprise and thus subject to the requirements of this chapter when any selling, manufacturing, soliciting, transfer, bartering or offering of any goods, wares, real, intangible and tangible personal property or services takes place. One act thereof shall constitute doing business.
- C. Every agent, general contractor, sub-contractor, or representative of any person desiring to engage in or to continue to engage in any business, profession or occupation shall be responsible for the compliance of such person in acquiring an business license as required by this chapter.
- D. No license shall be required of any person for any delivery in the City of any property purchased or acquired in good faith from any person at any regular place of business outside the City where no intent by such person is shown to exist to evade the provisions of this chapter.
- E. In order for customers to obtain utility service to an office, commercial and industrial establishment, a valid business license shall be issued by the City of Independence for that property address for any use, and if the business operates as a Limited Liability

Company (LLC), said business shall file with the City of Independence a valid LLC registration in accordance with RSMo 347.048.

Sec. 5.01.004. Business license exemption.

- A. Those professions or callings specifically exempted from license fees or taxes by virtue of RSMo 71.620, which are as follows: Minister of the gospel, duly accredited Christian Science practitioner, teacher, professor in a college, priest, lawyer, certified public accountant, dentist, chiropractor, optometrist, chiropodist or physician or surgeon in the State;**
- B. As provided in RSMo 71.620, those professions of insurance agent or broker, veterinarian, architect, professional engineer, land surveyor, auctioneer, or real estate broker or salesman in this State shall be specifically exempted unless that person maintains a business office within the City.**
- C. Specifically farmers or producers, for the sale of produce raised by him, her or them when sold from his, her or their wagon, cart or vehicle or from any person in the employ of such farmers or producers in the City, as provided in RSMo 71.630, shall be exempted from any such licenses and fees imposed by this article.**
- D. In accordance with RSMo 345.055, as amended, clinical audiologist and speech-language pathologist, are exempt from the licensing and fee provisions of this article.**
- E. In accordance with RSMo 324.1114, as amended, private investigators are exempt from the licensing and fee provisions of this article.**
- F. In accordance with RSMo 337.070, as amended, a psychologist licensed by the State of Missouri is exempt from the licensing and fee provisions of this article.**

Sec. 5.01.005. Administration and enforcement.

- A. *Enforcement.* It shall be the duty of the Community Development Department, together with duly authorized deputies and agents, to enforce the provisions of this article within the confines of the City, to report violations to the proper municipal authority and to prosecute the alleged violators in the Municipal Court of the City.**
- B. *Additional duties.* The Community Development Department shall:**
 - 1. Prepare a complete record of all licenses issued under this article, showing the nature of the license, its date of issuance, to whom issued and the amount of or exemption of the fee collected therefor;**
 - 2. Recommend appropriate license fees in conformity with this Code, provided that any applicant or licensee in disagreement with such decision may pay the license fee under protest and appeal such decision as provided in this article;**
 - 3. Conduct or cause to be conducted periodic inspections of the premises and necessary records of any licensee in order that compliance or noncompliance with the provisions of this article may be ascertained;**

4. Submit to the Council suggestions and recommendations with respect to the amendments and updates to this Chapter.

Sec. 5.01.006. Applications for license.

- A. All applications for licenses provided for in this article shall be filed with the Community Development Department. All applications shall be reviewed by the applicable departments to certify that the premises, the business and business operations meet minimum code standards and zoning regulations as established by the City before issuance of such license.
- B. The Community Development Department shall refer to the Police Department for review all applications for business licenses for security operations or those involved in investigation, bonding, security or related fields.
- C. At the time the application is submitted, the Community Development Department shall issue a receipt to the applicant for the money paid in advance. Such receipt shall not be construed as the approval for the issuance of a license, nor shall it entitle or authorize the applicant to open or maintain any business contrary to the provisions of this chapter.
- D. Every business that permits members of the public on its business premises or that performs services on premises other than its own business premise, shall certify that the business has a minimum of \$500,000.00 of general liability insurance for bodily injury and property damage per occurrence.
- E. Contractors in the construction industry shall submit a certificate of insurance for workers' compensation in accordance with RSMo 287.061 or an affidavit signed by the applicant attesting that the contractor is exempt from the requirements of RSMo Chapter 287.

Sec. 5.01.007. License fees for certain trades, vocations, professions, occupations.

- A. Generally. Unless otherwise provided by this article or elsewhere in the Code, for each trade, vocation, profession or occupation a person is engaged in within the City, that person shall procure and pay for a license, as established in the City's Schedule of Fees and Charges.
- B. In accordance with RSMo 148.440, as amended, the business and occupation license fee for every insurance company or insurance agent providing insurance which includes coverage for any property loss or damage caused by a fire shall not exceed \$200.00 per year. The business and occupation license fee for every other type of insurance company shall not exceed \$100.00 per year.
- C. Individuals serving as their own general contractor to build a dwelling for their own personal use shall not be required to pay the license fee contained in this section.

Sec. 5.01.008. Payment of financial obligation prerequisite to issuance of license.

It shall be unlawful for any person to operate a business or manufacturing facility, engage in a trade, vocation, profession or occupation unless and until all financial obligations

which are due and owing to the City have been paid. No license provided for or required under this article or by any other ordinance of the City shall be issued by any department until compliance with this Section shall have been fulfilled.

Sec. 5.01.009. Separate license required for each place of business.

A separate license shall be obtained for each place of business conducted, operated, maintained or carried on by every person engaged in any occupation, calling, trade or enterprise for which a license is required by this chapter.

Sec. 5.01.010. More than one occupation at the same address.

Whenever any person making application for a license under the provisions of this article is engaged in more than one (1) business, not operated as a separate business entity, at the same address, such person shall combine the information for all businesses conducted at the same address, as required for the purpose of determining the license fee.

Sec. 5.01.011. Missouri Retail Sales License required prior to issuance of license.

- A. All applicants with possession of a retail sales license are required to submit a statement from the Missouri Department of Revenue that the licensee owes no tax due under RSMo 144.010 to 144.510. The date of issuance on the statement shall not be more than ninety (90) days before the date of submission of the application or renewal of the license. A licensee who is required by state law or RSMo 144.010—144.510 to have a retail sales license shall not operate a business in the city without a state sales tax number or a valid retail sales license. In addition to other penalties set forth in this chapter, the business license of a licensee who fails to comply with provisions of this section shall be subject to revocation proceedings as set forth in this chapter.
- B. The city's business license of any person shall be null and void upon the director of revenue of the state giving the city notice that the person's retail sales license has been revoked in accordance with procedures set forth in RSMo 144.083.
- C. The city license may be reinstated for a fee of \$5.00 for the remainder of the original term upon satisfactory proof presented to the City that the licensee has secured the needed state retail license or that it has been reinstated by the department of revenue of the state.

Sec. 5.01.012. Marijuana business licensing.

- A. Marijuana businesses shall be required to have a city license as required in Chapter 5.
- B. Premises Requirements. No license shall be granted or retained under this chapter for a marijuana business if the applicant has not submitted and maintained a security plan, operation and management plan, and emergency response plan in accordance with this chapter.
 - 1. *Security Plan.* A written security plan shall be submitted with the business license application for the marijuana business. The plan shall detail security measures for

the site and the transportation of marijuana and marijuana products to and from off-site premises to ensure the safety of employee and the public and to protect the property from theft or other criminal activity. Each facility shall comply with the security requirements established by the State of Missouri and include, but not limited to, the following elements in the security plan:

- a. *Cameras.* The marijuana business shall install and use security cameras to monitor and record all areas of the premises, except in restrooms and consultation rooms while a patient is undressed. Such security cameras shall specifically include all areas where a person may gain or attempt to gain access to marijuana or cash maintained by the marijuana business. Cameras shall be of sufficient resolution to record operations of the marijuana business to an off-site location and shall also include any parking lots or areas near the marijuana business and all potential areas of ingress or egress to the marijuana business with sufficient detail to identify facial features and clothing. Recordings from security cameras shall be maintained for a minimum of 40 days in a secure off-site location in the City or through a service over a network that provides on-demand access, commonly referred to as a "cloud." The off-site location shall be identified in the security plan submitted to the City and access to recordings maintained must be provided to the Independence Police Department upon request. Any change in location of the off-site location shall be updated within 72 hours of any such change.
 - b. *Use of Safe for Storage.* The marijuana business shall install and use a secure safe for storage of all processed marijuana and cash on the premises when the business is closed to the public. The safe shall be incorporated into the building structure or securely attached thereto. For marijuana-infused products or marijuana being tested in a testing facility that must be kept refrigerated or frozen, the business may lock the refrigerated container or freezer in a manner authorized by the City in place of use of a safe, so long as the container is affixed to the building structure and secure from intrusion.
 - c. *Alarm System.* The marijuana business shall install and use an alarm system that is monitored by a company that is staffed 24 hours a day, seven days a week. The security plan submitted to the City shall identify the company monitoring the alarm, including contact information, and must be updated within 72 hours of any change of monitoring company. If the alarm system includes a panic alarm, an operable dedicated phone for law enforcement to respond to the alarm shall remain on the premises at all times.
 - d. *Lighting System.* The marijuana business shall have sufficient exterior lighting for security purposes and shall otherwise comply with applicable city code requirements.
2. *Operation and Management Plan.* A written operation and management plan shall be submitted with the business license application for the marijuana business. The operation and management plan shall include, but not be limited to, the following

elements: organizational structure, location, property description, proof that facilities are wheelchair accessible, proof that facilities comply with the Americans with Disabilities Act, hours of operation and staffing, description of proposed operations, list of any hazardous materials used as part of its operations, distribution practices, employee safety procedures and guidelines, fire mitigation and prevention systems in compliance with the International Fire Code as adopted by the City of Independence, sanitation requirements and waste management processes, ventilation system and air quality controls showing how odor emission will not be detectable off the premises, and proposed water system and utility demand. The operation and management plan must also meet the minimum facility standards established by the State of Missouri and comply with the City Code.

3. *Emergency Response Plan.* A written emergency response plan shall be submitted with the business license application for the marijuana business. The plan shall identify emergency plans and contingency plans that would be executed in the event of an emergency arising from the site's usage as a marijuana business. The emergency response plan must meet any minimum standards established by the State of Missouri and comply with the City Code.

C. Application. Any person desiring a license to operate a marijuana business shall submit an application for issuance or renewal of such license to the City. The application shall include the following:

1. Written statements upon forms provided by the City as necessary to determine:
 - a. The gross receipts, gross business activity or gross commission of the applicant.
 - b. Every business that permits members of the public on its business premises or that performs services on premises other than its own business premise, shall certify that the business has a minimum of \$500,000.00 of general liability insurance for bodily injury and property damage per occurrence.
 - d. That an applicant has sworn to the truthfulness and accuracy of the information provided on all forms and will abide by the provisions of this chapter. The applicant must provide positive identification as the person applying for such license.
 - e. The location, place, or premises for which a license is sought.
 - f. The type of license for which the application is made.
2. The application shall be accompanied by a complete security plan, operation and management plan, and emergency plan.
3. The application shall be accompanied by proof of a valid and current license or certificate issued by the DHSS for each medical marijuana facility type for which a license is sought.
4. The full amount of the fees chargeable for such license.

Sec. 5.01.013. Determination of gross annual receipts.

- A. For new applicants of new businesses the phrase "gross receipts", or "gross commissions" or "gross business activity" shall be based on an estimated gross receipts, gross business activity or gross commissions subject to adjustment upon renewal. Such fee shall be adjusted when the actual amount of gross receipts, gross business activity or gross commission is reported on the first renewal.
- B. For businesses located outside the City limits of Independence, gross receipts, gross business activity or gross commissions shall be reported for business activities which occur within the City limits.
- C. For residential and commercial builders, gross receipts means all monies received from construction or sale of a residential or commercial structure. Therefore, the sales price or contract price of the residential or commercial structure is the "gross receipts", not the profit from the sale. This applies to both contract or speculative construction.

Sec. 5.01.014. Statement of gross annual receipts.

Every person required to obtain a license under the provisions of this chapter where the fee for such license is based on gross receipts, gross business activity or commissions shall at the time of application and renewal, furnish the City with a statement in writing showing the amount of gross receipts activities, gross business or commissions for the preceding calendar or fiscal year.

Sec. 5.01.015. Examination of applicant's books and records.

- A. The City shall have the right at all reasonable times after due notification during regular business hours to audit or examine the books, records and tax returns of the applicant or licensee for any license provided by this chapter for the purpose of determining the accuracy of any statement made by the applicant or licensee for such license.

Sec. 5.01.016. License year, when fees are paid, expiration.

- A. Except as otherwise specifically provided by this chapter, all licenses provided for in this article shall expire one (1) year from the date of issuance. Such fees shall be payable upon filing of a new application and upon renewal annually as further set out in this section. Special licenses to nonprofit businesses shall be effective for five (5) years renewable on the last day prior to the anniversary date of such license(s).
- B. Any person applying for a business license whose fiscal year does not coincide with its license year under this chapter, shall be permitted to report and pay the license fee based upon such fiscal year.
- C. License fees for renewals shall be due and payable on or before the last day of the first month of each license year.
- D. All licenses, except as otherwise specifically provided for in this chapter, shall expire if the renewal fee is not paid in full within the period provided for in Paragraph "C" above. A license which is not paid in full by such date is delinquent and such business or

occupation will be deemed unlicensed and fall under the strict enforcement of this chapter.

- E. All license fees required to be paid pursuant to the provisions of this chapter of the City Code shall be deemed delinquent if not paid on the date such payment is due. All persons delinquent in the payment of such fees, in addition to the fees found to be due, shall be required to pay the license fee, plus an additional ten percent penalty of the license fee for the first month or fraction thereof past due and an additional two percent of the license fee due for each additional month such delinquency shall thereafter continue. The penalty provided for in this section shall be in addition to any other penalty prescribed by ordinance.

Sec. 5.01.017. Pro-rating license fees.

Business license fees shall not be pro-rated but shall be charged on a license year basis.

Sec. 5.01.018. License to be prominently displayed.

All licenses issued by the City under this article shall be carefully preserved and prominently displayed in a conspicuous manner in the place of business authorized to be conducted by such license.

Sec. 5.01.019. Change of ownership or location.

- A. Any licensee shall have the right to change the location of a licensed business provided that:
1. The licensee submits an application on forms provided by the City for such change in location of the licensed business prior to making such change in location.
 2. The proposed location meets the requirements of all Health, Zoning, Fire, Building and other codes of the City of Independence.
 3. The licensee pays a transfer fee as outlined in the Schedule of Fees.
- B. A license issued to any person under the provisions of this article shall not be transferable from one (1) person to another person in the event of the change of ownership.

Sec. 5.01.020. Liquor.

Nothing in this article shall be construed as authorizing any person to sell intoxicating liquor by virtue of a business license without holding a valid alcoholic beverage license.

Sec. 5.01.021. Compliance with other ordinances.

All licensees shall comply in every respect with the Unified Development Ordinance and all other ordinances of the City, including a health inspection if the business is of a type requiring such inspection.

Sec. 5.01.022. Claim procedure for refund of fees.

- A. New applicants for business licenses which never open, or which close or move during the license year or any person making a claim for a refund because of alleged overpayment of license fees as required by this chapter shall file with the City satisfactory proof in support of such claim. Upon presentation of such satisfactory proof, the City shall refund an appropriate portion of any previously paid license fee. However, a minimum fee of \$40.00 shall be retained in any case to cover administrative and material costs of the application.
- B. Time limitations on credit or refund. A claim for credit or refund of an overpayment of any fee imposed by this chapter shall be filed by the licensee within two years from the time the fee was paid.
- C. Notwithstanding any other provision of this chapter, in the case of any overpayment of any license tax under this chapter, the commissioner may, instead of granting a refund, credit and apply the amount of such overpayment against any uncontested delinquent tax liability of any type whatsoever owed by the taxpayer to the city, and within the period of limitations for collection.

Sec. 5.01.023. License denial, suspension or revocation.

A. Denial.

- 1. Basis for Denial. The City may deny a business license application, for any of the following reasons:
 - a. Any reviewing department, division or agency of the City has denied the application pursuant to any applicable provisions of the City Code;
 - b. Applicant is delinquent in the payment of any taxes or fees due the City under this chapter;
 - c. The application contains false or incomplete information;
 - d. Noncompliance with (a) any requirement or condition set by the City Council, Planning Commission, or Community Development Department or, (b) a conditional use permit, if applicable, granting a variance or special exceptions;
 - e. Noncompliance with any City, State or Federal law, code or statute;
 - f. Any other reason expressly provided for in this chapter; or
 - g. The Missouri Department of Revenue cannot issue to the applicant a Certificate of No Tax Due.
- 2. Procedures—Cease Operations Order.
 - a. When a business license application is denied, written notice will be provided by first class mail to the applicant by mailing a cease operations order to the applicant address on file. The cease operations order will identify the reason(s) for denial of the application and inform the applicant they must cease all business activity at the described location. The cease operation order will identify the available appeal process.

- b. The applicant is deemed to have received written notification three business days after the date of mailing of the cease operations order.
- c. The City may serve a cease operation order in person by delivery of the order to any management employee at the licensed premises or by posting on the main entrance by tacking, each followed by mailing as set out herein. When tacked or delivered in person to the premises, the cease operations order is effective immediately.
- d. The City will immediately notify the Police Department of every cease operations order issued. The Police Department will assist in the enforcement of cease operations orders.

B. Suspension or Revocation:

- 1. Basis for Suspension or Revocation. Any business license issued by the City pursuant to this chapter of the City Code may be suspended or revoked for good cause by the issuing authority upon a finding that one or more of the following conditions exist:
 - a. The licensee fails to provide the City the retail sales license from the State of Missouri or a Certificate of No Tax Due as provide in this Chapter;
 - b. The renewal document contains false or incomplete information;
 - c. The licensee obtained or aided another person to obtain a license by fraud or deceit;
 - d. The licensee is delinquent in the payment of any taxes or fees due the City;
 - e. The licensee refused to allow, or interfered with, inspection of the licensed premises by authorized representatives of the City;
 - f. Violations of this chapter of the City Code by agents or employees of a licensee and/or violations of any other laws by agents or employees committed while acting as an agent or employee of the licensee;
 - g. The existence of chronic unsanitary conditions, noise, disturbances or other conditions at, in, or attributable to the premises of a licensee, that causes or tends to create a public nuisance, which may injuriously affect the public health, safety, or welfare of others, or which unnecessarily affects the adequate allocation of public safety resources;
 - h. Repeatedly or purposefully permitting, allowing, or causing any business activity in violation of any ordinance, rule or law of the City, State or Federal government;
 - i. Fraudulent practices or misrepresentation in the operation of the business;
 - j. Concealment or misrepresentation in the application of a business license;
 - k. The business operation becomes unlawful or is prohibited by any code, rule or law of the City, State or Federal government;

- l. The issuance of the license was in error or in violation of the provision of the Code;
 - m. The business premises is condemned, declared a fire hazard, or declared unsafe for business occupancy pursuant to applicable City Code Chapters;
 - n. Wrongful behavior creating a safety issue based on business activity;
 - o. Failure to remain current in the payment of taxes owed the Missouri Department of Revenue; or
 - p. Any other reason expressly provided for in this chapter of the City Code.
- 2. Procedures to Suspend or Revoke a Business License.
 - a. The City is empowered, through an Administrative Hearing, to revoke or suspend a license issued under the provisions of this chapter of the Code.
 - b. The hearing(s) shall follow the Administrative Hearing Procedures for Revocation or Suspension of Business and Other Business Licenses established and amended from time to time by the Community Development Department and in effect at the time of the hearing.
 - c. When the City suspends or revokes a business license, the City will provide written notice by first class mail to the licensee by mailing a cease operations order to the last address on file. The cease operation order will include a copy of the City's formal written ruling and inform the applicant they must cease all business activity at the specified location. The cease operation order will identify the appeal process available.
 - d. The Licensee is deemed to have received written notification of the cease operations order three business days after the date of mailing of the order to the last address on file with the Business Licensing Division.
 - e. The City may serve a cease operation order in person by delivery of the order to any management employee at the licensed premises or by posting on the main entrance by tacking, each followed by mailing as set out herein. When tacked or delivered in person to the premises, the cease operations order is effective immediately.
 - f. The City will immediately notify the Police Department of every cease operation notice issued. The Police Department will assist in the enforcement of cease operations orders.
- 3. Licensing After Revocation. A person whose license is revoked under this chapter may not apply for another business license under this chapter for a period of 12 months after the final decision in the administrative appeals process or an appeal period runs without an appeal, whichever is later.

C. Penalty. Any person or business violating a cease operations order under this chapter shall be subject to a fine of not more than \$500.00 per day upon conviction. Each day of violation is a separate offence.

D. Nothing contained in this chapter shall preclude the informal disposition of contested cases by stipulation, agreed settlement, consent order, or default.

Sec. 5.01.024. Appeal procedure.

An applicant may appeal the decision of the City made in accordance with Section 5.01.023 to Circuit Court as established under RSMo 536. All decisions of the City shall be final decisions 30 days after the mailing or personal service of the decision.

Sec. 5.01.025. Operations of business without a license.

When a business operates without a license, the following procedure shall apply:

A. The City shall issue to the affected person a provisional order to correct such violation.

B. The provisional order and all other notices issued in compliance with this chapter shall be in writing, personally served or left with the affected person's agent or employee. The notice shall apprise the person affected of the specific violations. In the absence of such person affected or the agent or employee, a copy of such notice shall be affixed to some structure on the premises. Mailing such notice to the last known address of the person affected shall constitute service thereof.

C. The provisional order shall require compliance within five days of personal service on the affected person and within ten days of affixing such notice to the licensee's premises or depositing such notice in the United States mail.

D. Upon the failure or refusal of the violator to comply with the provisional order, any person or business violating a provisional order under this chapter shall be subject to a fine of not more than \$500.00 per day upon conviction. Each day of violation is a separate offence.

E. The continued operation of a business without a current and valid business license shall be deemed a nuisance, and, as such, shall be actionable in accordance with the Independence City Code, and all of the provisions of the City Code are applicable to the nuisance and its abatement.

Sec. 5.01.026. Operations of business that is not allowed.

When a business that is not allowed operates without a license, the following procedure shall apply:

A. Written notice will be provided by first class mail to the applicant by mailing a cease operations order to the applicant address on file. The cease operations order will identify the City Code provisions said business activity is in violation of and inform the applicant they must cease all business activity at the described location.

- B. The applicant is deemed to have received written notification three business days after the date of mailing of the cease operations order.
- C. The City may serve a cease operation order in person by delivery of the order to any management employee at the licensed premises or by posting on the main entrance by tacking, each followed by mailing as set out herein. When tacked or delivered in person to the premises, the cease operations order is effective immediately.
- D. Upon the failure or refusal of the violator to comply with the cease operations order, any person or business violating a cease operations order under this chapter shall be subject to a fine of not more than \$500.00 per day upon conviction. Each day of violation is a separate offence.
- E. The Licensing Division will immediately notify the Police Department of every cease operations order issued. The Police Department will assist in the enforcement of cease operations orders.
- F. The continued operation of a business without a current and valid business license shall be deemed a nuisance, and, as such, shall be actionable in accordance with the Independence City Code, and all of the provisions of the City Code are applicable to the nuisance and it's abatement.

Sec. 5.01.027. Mobile food units allowed.

- A. Separate business licenses are required for mobile food units of businesses operating as self-contained food preparation units or out of a commissary not located within the City.
- B. Separate business licenses are not required for mobile food units of businesses operating out of a licensed commissary located within the City.
- C. Mobile food units licensed under this chapter shall:
 - 1. obtain any other permits and comply with all other applicable regulations under Chapter 11 or other chapters of this Code;
 - 2. obtain and be able to produce upon request, written permission of the property owner;
 - 3. obtain written permission, in the case of property owned by the City of Independence, as follows:
 - i. operating in City parks only with permission from the Director of Parks and Recreation or his designee;
 - ii. operating in City parking lots, other than lots in use as the Farmers' Market, only with permission from the Director of Public Works or his designee. In the Independence Square retail area and Englewood Arts District, the Director of Public Works will designate by signage pre-approved parking locations. Vendors will be able to operate in these designated areas on a first-come first-served basis;

4. obtain consent of the owner or occupant of the property immediately abutting the parked food truck when parking in a residential district;
5. operate upon City rights-of-way (streets or sidewalks) so as not to obstruct the flow of vehicular or pedestrian traffic;
6. restrict operations to paved surfaces;
7. not block any street or alley;
8. be attended at all times, whether serving or not;
9. limit operations to the period between 6:30 a.m. and 9:00 p.m.;
10. not sell food items within 50 feet of the front facing façade, and the side facing façade if adjacent to a public road, of a restaurant, deli, cafeteria, or other eating establishment selling food items during the time it is open for business, except that food items may be sold from pushcarts within this 50-foot zone, if owned and operated by a restaurant located within that 50-foot zone; and
11. comply with special event vending requirements for street fairs, parades and block parties, which have been approved by the City.

Sec. 5.01.028. Video surveillance camera requirements.

A. This section is enacted to reduce the potential for situations where employees of certain hotels/motels, convenience stores, with and without fuel sales, or tobacco stores are exposed to potential death and/injuries because of actions of people with criminal intent, and retrieving an image and/or video to assist in criminal offender identification, apprehension and prosecution.

B. Definitions.

1. "Hotel/Motel" are as defined by Section 14-200-05-M.2 of the Unified Development Ordinance.
2. "Convenience stores, with and without fuel sales, or tobacco stores" are as defined by Section 14-201 of the Unified Development Ordinance.
3. "Video surveillance system" or "VSS" means a continuous digital surveillance system including cameras, cabling and/or remotes, monitors, and digital video recorders that records in color with cameras and lens. The system shall be capable of producing a retrievable and identifiable images and video recordings on media that can be enlarged through projection or other means, and can be made a permanent record for use in criminal investigation.

C. VSS Required. Hotel/motels, convenience stores, with and without fuel sales, or tobacco stores shall be equipped with a VSS capable of recording and retrieving an image to assist in offender identification, apprehension and prosecution. At a minimum, hotel/motels, convenience stores, with and without fuel sales, or tobacco stores shall:

1. Have two color digital high-resolution surveillance cameras inside the hotel/motel, convenience store, with and without fuel sales, or tobacco store. One surveillance camera shall have an overall view of the counter/register area and the other surveillance camera shall have a view of the main entrance/exit area. The entrance/exit area surveillance camera shall be placed to provide a clear and identifiable full frame of the filmed individuals face and all cameras shall remain unobstructed by any display sign or other item; and
 2. Have at least two digital high-resolution surveillance camera outside the establishment.
The surveillance cameras shall have an overall view of:
 - a. The parking areas and/or fuel pump areas for convenience stores, with and without fuel sales, or tobacco stores; and
 - b. The entrances to the parking areas for hotels/motels; and
 3. Have a VSS showing the correct date and time of the recording; and
 4. Have a VSS operated at all times, including hours when the hotel/motel, convenience store, with and without fuel sales, or tobacco store is not open for business; and
 5. Have a VSS maintained on a routine basis, not to exceed every six months to ensure that the VSS is working properly at all times; verification of such maintenance, including test digital images produced when the VSS is installed or maintained, retained on the premises and made available for periodic inspection by the business license department or the police department during all hours in which the hotel/motel, convenience store, with and without fuel sales, or tobacco store is open; and
 6. Provide the police department with access to the VSS upon request in connection with crime investigations; and
 7. Have one or more digital video recording devices used to record images from each surveillance camera in the hotel/motel, convenience store, with and without fuel sales, or tobacco store. Each recording device shall be kept in a secured location that is remote from the surveillance cameras. The owner shall maintain a library of the recorded digital images for not less than seven days; and
 8. Have posted at all public entrance/exit signs or decals indicating that surveillance cameras are in use.
- D. Exterior Lighting Required. All exterior areas of hotels/motels, convenience stores, with and without fuel sales, or tobacco stores shall be lighted in accordance with Section 14-508 of the Unified Development Ordinance.
- E. Exemption. A hotel/motel, convenience store, with and without fuel sales, or tobacco store may apply to the Chief of Police, or designee, for exemption from the provisions of this section if that hotel/motel, convenience store, with and without fuel sales, or

tobacco store has undertaken alternate measures which are substantially equal to or more effective in preventing criminal activity and assisting in the apprehension of the perpetrator and for protecting employees. If the Chief of Police, or designee, approves such alternative measures submitted by the hotel/motel, convenience store, with and without fuel sales, or tobacco stores, then the hotel/motel, convenience store, with and without fuel sales, or tobacco store shall not be required to comply with the provisions of this section for as long as the approval of the Chief of Police or designee is effective. If the application for exemption is denied by the Chief of Police or designee, the hotel/motel, convenience store, with and without fuel sales, or tobacco store may then appeal to the City Council for further review of the application for exemption and the decision of the City Council shall be final, except, to such extent the same may be changed by judicial review.

- F. Effective Date of Requirements. All hotels/motels, convenience stores, with and without fuel sales, or tobacco stores commencing operations from and after the effective date of the ordinance codified in this section shall immediately comply with all the provision upon opening its doors to the public. All convenience store, with and without fuel sales, or tobacco stores in operation (doors open to the public on a regular and continuous basis) prior to the effective date of the ordinance codified in this section shall comply with all provisions of this chapter no later than January 1, 2017. All hotels/motels in operation (doors open to the public on a regular and continuous basis) prior to the effective date of the ordinance codified in this section shall comply with all provisions of this chapter no later than July 1, 2018.**

Secs. 5.01.029—5.01.999. Reserved.”

SECTION 3. That the title of Chapter 5 is hereby amended as follows:

“Chapter 5
BUSINESS ~~AND OCCUPATION~~ LICENSES”

SECTION 4. That all other parts and provisions of the City Code shall be in full force and effect unless previously or subsequently amended or repealed.

SECTION 5. That correction of any scriveners’ errors identified within these articles are hereby authorized by this ordinance.

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

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

ATTEST:

City Clerk

APPROVED - FORM AND LEGALITY:

City Counselor

REVIEWED BY

City Manager

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

Chapter 5

BUSINESS LICENSES

ARTICLE 1. ADMINISTRATION OF LICENSES IN GENERAL, AND REQUIREMENTS THEREOF

Sec. 5.01.001. Applicability.

The provisions of this article shall apply to all corporations, companies, associations, joint stock associations, partnerships, co-partnerships and persons and their lessees, duly constituted trustees or receivers, heirs, administrators or assigns, who shall engage in any business, trade, vocation, profession or occupation including manufacturing, within the City limits.

Sec. 5.01.002. Definitions.

A. For the purposes of this chapter:

ADMINISTER means the direct application of marijuana to a qualifying patient by way of any of the following methods:

- i. Ingestion of capsules, teas, oils, and other marijuana-infused products;
- ii. Vaporization or smoking of dried flowers, buds, plant material, extracts, or oils;
- iii. Application of ointments or balms;
- iv. Transdermal patches and suppositories; or
- v. Consuming marijuana-infused food products.

APPLICANT means a duly authorized officer or person of a business applying for a business license, either new or renewal.

BUSINESS, TRADE, VOCATION, PROFESSION, OCCUPATION shall mean the selling or providing of any goods, wares, merchandise, or services or as a practice in the conduct of such business, trade, vocation, profession or occupation, the making or causing to be made, any wholesale or retail sales of goods, wares, merchandise or services to any person or association of persons, whether such sales are accommodation sales, made from a stock of goods on hand, or by ordering from another source, or by listing, and whether the subject of such sales or services is similar or different than the type, if any, regularly offered or performed by the seller.

CITY means the City of Independence, Missouri.

CITY INSPECTOR shall mean anyone authorized by the City to make inspections for the purpose of enforcing the provisions of this article.

COMMISSARY means a commissary as defined in Chapter 11 of this Code.

COMPREHENSIVE FACILITY means a comprehensive marijuana cultivation facility, comprehensive marijuana dispensary facility, or a comprehensive marijuana-infused products manufacturing facility.

COMPREHENSIVE MARIJUANA CULTIVATION FACILITY means a facility licensed by the department to acquire, cultivate, process, package, store on site or off site, transport to or from, and sell marijuana, marijuana seeds, marijuana vegetative cuttings (also known as clones) to a medical facility, comprehensive facility, or marijuana testing facility. A comprehensive marijuana cultivation facility need not segregate or account for its marijuana

products as either non-medical marijuana or medical marijuana. A comprehensive marijuana cultivation facility's authority to process marijuana shall include the creation of prerolls, but shall not include the manufacture of marijuana-infused products.

COMPREHENSIVE MARIJUANA DISPENSARY FACILITY means a facility licensed by the Department to acquire, process, package, store on site or off site, sell, transport to or from, and deliver marijuana, marijuana seeds, marijuana vegetative cuttings (also known as clones), marijuana-infused products, and drug paraphernalia used to administer marijuana as provided for in this section to a qualifying patient or primary caregiver, as those terms are defined in section I of Article XIV, or to a consumer, anywhere on the licensed property or to any address as directed by the patient, primary caregiver, or consumer and consistent with the limitations of this Article and as otherwise allowed by law, to a comprehensive facility, a marijuana testing facility, or a medical facility. Comprehensive dispensary facilities may receive transaction orders at the dispensary directly from the consumer in person, by phone, or via the internet including from a third party. A comprehensive marijuana dispensary facility need not segregate or account for its marijuana products as either non-medical marijuana or medical marijuana, but shall collect all appropriate tangible personal property sales tax for each sale, as set forth in this Article and provided for by general or local law. A comprehensive marijuana dispensary facility's authority to process marijuana shall include the creation of prerolls.

COMPREHENSIVE MARIJUANA-INFUSED PRODUCTS MANUFACTURING FACILITY means a facility licensed by the Department to acquire, process, package, store, manufacture, transport to or from a medical facility, comprehensive facility, or marijuana testing facility, and sell marijuana-infused products, prerolls, and infused prerolls to a marijuana dispensary facility, a marijuana testing facility, or another marijuana-infused products manufacturing facility. A comprehensive marijuana-infused products manufacturing facility need not segregate or account for its marijuana products as either non-medical marijuana or medical marijuana.

CONSTITUTION shall mean the Constitution of the State of Missouri.

CONSUMER means a person who is at least 21 years of age.

DEPARTMENT means the Department of Health and Senior Services, or its successor agency.

FINE when used herein shall mean a monetary fine imposed by the Municipal Court for this City.

FOOD TRUCK means a vehicle mounted mobile food unit.

GROSS BUSINESS ACTIVITY means the gross value of all goods, wares, merchandise, chattel and all other personal and commercial property of every kind and description bought, sold, leased, manufactured or exchanged by the business or person during the preceding calendar or fiscal year consistent with the reporting and accounting basis adopted for Federal taxation purposes.

GROSS COMMISSIONS means the gross amount of commissions, fees, charges or compensation earned from the business during the preceding calendar or fiscal year consistent with the reporting and accounting basis adopted for Federal taxation purposes.

GROSS RECEIPTS shall mean the gross receipts or revenues earned from the receipt of cash, credits and property of any kind for any act or service by a business or person in the preceding calendar or fiscal year consistent with the reporting and accounting basis adopted for Federal taxation purposes.

INSIGNIA or its singular number, insigne, means any tag, plate badge, emblem, sticker or any other kind of device which may be required for use in connection with any license.

LANDLORD means any person firm or corporation who rents or leases dwelling units owned by such person, firm or corporation.

LICENSE OR LICENSEE means specifically, a certificate holder of a business license or permit, or the holder for any use or period of time of any similar privilege, wherever relevant to any provision of this chapter or other law or ordinance.

LICENSE YEAR is the 12-month period beginning the first day of the month in which a license is issued for or renewed.

MAINTAINING A BUSINESS OFFICE means conducting the activities of one's occupation at a given place, phone or address within the physical boundaries of the City of Independence.

MANAGING OFFICER means the person who is in active management and control who may be designated by a corporation as the managing officer, and who may be eligible as an individual to receive a license under the provisions of this chapter.

MARIJUANA or MARIHUANA means Cannabis indica, Cannabis sativa, and Cannabis ruderalis, hybrids of such species, and any other strains commonly understood within the scientific community to constitute marijuana, as well as resin extracted from the plant and marijuana-infused products. 'Marijuana' or 'Marihuana' do not include industrial hemp containing a crop-wide average tetrahydrocannabinol concentration that does not exceed three-tenths of one percent on a dry weight basis, or commodities or products manufactured from industrial hemp.

MARIJUANA BUSINESS means any marijuana facility or facility licensed by Department of Health and Senior Services under the authority granted by Article XIV of the Constitution.

MARIJUANA DISPENSARY means either a Medical Marijuana Dispensary, a Comprehensive Marijuana Dispensary, or a Micro-Business as those terms are defined in Article XIV of the Constitution.

MARIJUANA FACILITY means a medical marijuana facility or a comprehensive facility as that term is defined by Article XIV Section 2 of the Constitution, a microbusiness wholesale facility, microbusiness dispensary facility, or any other type of marijuana related facility or business licensed or certified by the Department pursuant to Section 2 of Article XIV

MARIJUANA-INFUSED PRODUCTS means products that are infused with marijuana or an extract thereof and are intended for use or consumption other than by smoking, including, but not limited to, edible products, ointments, tinctures and concentrates.

MARIJUANA MICROBUSINESS FACILITY means a facility licensed by the Department as a microbusiness dispensary facility or microbusiness wholesale facility, as defined in this section.

MARIJUANA TESTING FACILITY means a facility certified by the Department to acquire, test, certify, and transport marijuana, including those originally certified as a medical marijuana testing facility including those originally certified as a medical marijuana testing facility.

MEDICAL MARIJUANA CULTIVATION FACILITY means a facility licensed by the Department, to acquire, cultivate, process, store, transport, and sell marijuana to a Medical Marijuana Dispensary Facility, Medical Marijuana Testing Facility, or to a Medical Marijuana-Infused Products Manufacturing Facility and shall also mean a Comprehensive Marijuana Cultivation Facility, as that term is defined in Article XIV of the Constitution.

MEDICAL MARIJUANA DISPENSARY FACILITY means a facility licensed by the State of Missouri to acquire, store, sell, transport, and deliver marijuana, marijuana-infused products, and drug paraphernalia used to administer marijuana as provided in this section to a qualifying patient, a primary caregiver, another licensed medical marijuana dispensary facility, a licensed medical marijuana testing facility, or a licensed medical marijuana infused products manufacturing facility.

MEDICAL MARIJUANA FACILITY means a medical marijuana dispensary, medical marijuana cultivation facility, medical marijuana testing facility, medical marijuana infused products manufacturing facility and medical marijuana transportation facility licensed by the State of Missouri.

MEDICAL MARIJUANA-INFUSED PRODUCTS MANUFACTURING FACILITY means a facility licensed by the Department to acquire, store, manufacture, transport, and sell marijuana-infused products to a medical marijuana dispensary facility, a medical marijuana testing facility, or to another medical marijuana-infused products manufacturing facility.

MEDICAL MARIJUANA TRANSPORTATION FACILITY means a facility certified by the State of Missouri to transport marijuana to a qualifying patient, a primary caregiver, a medical marijuana cultivation facility, a medical marijuana-infused products manufacturing facility, a medical marijuana dispensary facility, a medical marijuana testing facility, or another medical marijuana transportation facility.

MICROBUSINESS DISPENSARY FACILITY means a facility licensed by the department to acquire, process, package, store on site or off site, sell, transport to or from, and deliver marijuana, marijuana seeds, marijuana vegetative cuttings (also known as clones), marijuana-infused products, and drug paraphernalia used to administer marijuana as provided for in this section to a consumer, qualifying patient, as that term is defined in section I of this Article XIV of the Constitution, or primary caregiver, as that term is defined in section I of this Article XIV of the Constitution, anywhere on the licensed property or to any address as directed by the consumer, qualifying patient, or primary caregiver and, consistent with the limitations of this Article and as otherwise allowed by law, a microbusiness wholesale facility, or a marijuana testing facility. Microbusiness dispensary facilities may receive transaction orders at the dispensary directly from the consumer in person, by phone, or via the internet, including from a third party. A microbusiness dispensary facility's authority to process marijuana shall include the creation of prerolls.

MICROBUSINESS WHOLESALE FACILITY means a facility licensed by the Department to acquire, cultivate, process, package, store on site or off site, manufacture, transport to or from, deliver, and sell marijuana, marijuana seeds, marijuana vegetative cuttings (also known as clones), and marijuana infused products to a microbusiness dispensary facility, other microbusiness wholesale facility, or marijuana testing facility. A microbusiness wholesale facility may cultivate up to 250 flowering marijuana plants at any given time. A microbusiness wholesale facility's authority to process marijuana shall include the creation of prerolls and infused prerolls.

MOBILE FOOD UNIT means a mobile food unit as defined in Chapter 11 of this Code.

BUSINESS LICENSE means the license that every person must obtain from the City before engaging in or continuing to engage in any business, non-exempted profession or occupation in the City.

PERSON means person, partnership, society, association, club, trustee, trust or corporation; or any officer, agent, employee, factor or any kind of personal representative under either personal appointment or pursuant to law.

PREMISES means to include all lands, structures, places and also any equipment and appurtenances connected or used therewith in any business, and also any personal property which is either affixed to or is otherwise used in connection with any such business conducted on such premises.

PRIMARY CAREGIVER means a person designated as such by the Department.

PUSHCART means a non-self-propelled mobile food unit.

QUALIFYING PATIENT means a person designated as such by the Department.

- B. When not inconsistent with the context, words used in the present tense include the future, words in the plural number include the singular number, and words in the singular number include the plural number. The word "shall" is always mandatory and not merely directory.

Sec. 5.01.003. Business license required.

- A. Every person, whether or not located in the City, desiring to engage in any business, profession or occupation in the City shall be required to obtain a business license before engaging in such activity as specified in this chapter. Business licenses are not transferable.
- B. Any person shall be deemed to be in business or engaging in non-profit enterprise and thus subject to the requirements of this chapter when any selling, manufacturing, soliciting, transfer, bartering or offering of any goods, wares, real, intangible and tangible personal property or services takes place. One act thereof shall constitute doing business.
- C. Every agent, general contractor, sub-contractor, or representative of any person desiring to engage in or to continue to engage in any business, profession or occupation shall be responsible for the compliance of such person in acquiring an business license as required by this chapter.

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- D. No license shall be required of any person for any delivery in the City of any property purchased or acquired in good faith from any person at any regular place of business outside the City where no intent by such person is shown to exist to evade the provisions of this chapter.
 - E. In order for customers to obtain utility service to an office, commercial and industrial establishment, a valid business license shall be issued by the City of Independence for that property address for any use, and if the business operates as a Limited Liability Company (LLC), said business shall file with the City of Independence a valid LLC registration in accordance with RSMo 347.048.

Sec. 5.01.004. Business license exemption.

- A. Those professions or callings specifically exempted from license fees or taxes by virtue of RSMo 71.620, which are as follows: Minister of the gospel, duly accredited Christian Science practitioner, teacher, professor in a college, priest, lawyer, certified public accountant, dentist, chiropractor, optometrist, chiropodist or physician or surgeon in the State;
- B. As provided in RSMo 71.620, those professions of insurance agent or broker, veterinarian, architect, professional engineer, land surveyor, auctioneer, or real estate broker or salesman in this State shall be specifically exempted unless that person maintains a business office within the City.
- C. Specifically farmers or producers, for the sale of produce raised by him, her or them when sold from his, her or their wagon, cart or vehicle or from any person in the employ of such farmers or producers in the City, as provided in RSMo 71.630, shall be exempted from any such licenses and fees imposed by this article.
- D. In accordance with RSMo 345.055, as amended, clinical audiologist and speech-language pathologist, are exempt from the licensing and fee provisions of this article.
- E. In accordance with RSMo 324.1114, as amended, private investigators are exempt from the licensing and fee provisions of this article.
- F. In accordance with RSMo 337.070, as amended, a psychologist licensed by the State of Missouri is exempt from the licensing and fee provisions of this article.

Sec. 5.01.005. Administration and enforcement.

- A. *Enforcement.* It shall be the duty of the Community Development Department, together with duly authorized deputies and agents, to enforce the provisions of this article within the confines of the City, to report violations to the proper municipal authority and to prosecute the alleged violators in the Municipal Court of the City.
- B. *Additional duties.* The Community Development Department shall:
 - 1. Prepare a complete record of all licenses issued under this article, showing the nature of the license, its date of issuance, to whom issued and the amount of or exemption of the fee collected therefor;
 - 2. Recommend appropriate license fees in conformity with this Code, provided that any applicant or licensee in disagreement with such decision may pay the license fee under protest and appeal such decision as provided in this article;
 - 3. Conduct or cause to be conducted periodic inspections of the premises and necessary records of any licensee in order that compliance or noncompliance with the provisions of this article may be ascertained;
 - 4. Submit to the Council suggestions and recommendations with respect to the amendments and updates to this Chapter.

Sec. 5.01.006. Applications for license.

- A. All applications for licenses provided for in this article shall be filed with the Community Development Department. All applications shall be reviewed by the applicable departments to certify that the premises,

the business and business operations meet minimum code standards and zoning regulations as established by the City before issuance of such license.

- B. The Community Development Department shall refer to the Police Department for review all applications for business licenses for security operations or those involved in investigation, bonding, security or related fields.
- C. At the time the application is submitted, the Community Development Department shall issue a receipt to the applicant for the money paid in advance. Such receipt shall not be construed as the approval for the issuance of a license, nor shall it entitle or authorize the applicant to open or maintain any business contrary to the provisions of this chapter.
- D. Every business that permits members of the public on its business premises or that performs services on premises other than its own business premise, shall certify that the business has a minimum of \$500,000.00 of general liability insurance for bodily injury and property damage per occurrence.
- E. Contractors in the construction industry shall submit a certificate of insurance for workers' compensation in accordance with RSMo 287.061 or an affidavit signed by the applicant attesting that the contractor is exempt from the requirements of RSMo Chapter 287.

Sec. 5.01.007. License fees for certain trades, vocations, professions, occupations.

- A. Generally. Unless otherwise provided by this article or elsewhere in the Code, for each trade, vocation, profession or occupation a person is engaged in within the City, that person shall procure and pay for a license, as established in the City's Schedule of Fees and Charges.
- B. In accordance with RSMo 148.440, as amended, the business and occupation license fee for every insurance company or insurance agent providing insurance which includes coverage for any property loss or damage caused by a fire shall not exceed \$200.00 per year. The business and occupation license fee for every other type of insurance company shall not exceed \$100.00 per year.
- C. Individuals serving as their own general contractor to build a dwelling for their own personal use shall not be required to pay the license fee contained in this section.

Sec. 5.01.008. Payment of financial obligation prerequisite to issuance of license.

It shall be unlawful for any person to operate a business or manufacturing facility, engage in a trade, vocation, profession or occupation unless and until all financial obligations which are due and owing to the City have been paid. No license provided for or required under this article or by any other ordinance of the City shall be issued by any department until compliance with this Section shall have been fulfilled.

Sec. 5.01.009. Separate license required for each place of business.

A separate license shall be obtained for each place of business conducted, operated, maintained or carried on by every person engaged in any occupation, calling, trade or enterprise for which a license is required by this chapter.

Sec. 5.01.010. More than one occupation at the same address.

Whenever any person making application for a license under the provisions of this article is engaged in more than one (1) business, not operated as a separate business entity, at the same address, such person shall combine the information for all businesses conducted at the same address, as required for the purpose of determining the license fee.

Sec. 5.01.011. Missouri Retail Sales License required prior to issuance of license.

- A. All applicants with possession of a retail sales license are required to submit a statement from the Missouri Department of Revenue that the licensee owes no tax due under RSMo 144.010 to 144.510. The date of issuance on the statement shall not be more than ninety (90) days before the date of submission of the

application or renewal of the license. A licensee who is required by state law or RSMo 144.010—144.510 to have a retail sales license shall not operate a business in the city without a state sales tax number or a valid retail sales license. In addition to other penalties set forth in this chapter, the business license of a licensee who fails to comply with provisions of this section shall be subject to revocation proceedings as set forth in this chapter.

- B. The city's business license of any person shall be null and void upon the director of revenue of the state giving the city notice that the person's retail sales license has been revoked in accordance with procedures set forth in RSMo 144.083.
- C. The city license may be reinstated for a fee of \$5.00 for the remainder of the original term upon satisfactory proof presented to the City that the licensee has secured the needed state retail license or that it has been reinstated by the department of revenue of the state.

Sec. 5.01.012. Marijuana business licensing.

- A. Marijuana businesses shall be required to have a city license as required in Chapter 5.
- B. Premises Requirements. No license shall be granted or retained under this chapter for a marijuana business if the applicant has not submitted and maintained a security plan, operation and management plan, and emergency response plan in accordance with this chapter.
 - 1. *Security Plan.* A written security plan shall be submitted with the business license application for the marijuana business. The plan shall detail security measures for the site and the transportation of marijuana and marijuana products to and from off-site premises to ensure the safety of employee and the public and to protect the property from theft or other criminal activity. Each facility shall comply with the security requirements established by the State of Missouri and include, but not limited to, the following elements in the security plan:
 - a. *Cameras.* The marijuana business shall install and use security cameras to monitor and record all areas of the premises, except in restrooms and consultation rooms while a patient is undressed. Such security cameras shall specifically include all areas where a person may gain or attempt to gain access to marijuana or cash maintained by the marijuana business. Cameras shall be of sufficient resolution to record operations of the marijuana business to an off-site location and shall also include any parking lots or areas near the marijuana business and all potential areas of ingress or egress to the marijuana business with sufficient detail to identify facial features and clothing. Recordings from security cameras shall be maintained for a minimum of 40 days in a secure off-site location in the City or through a service over a network that provides on-demand access, commonly referred to as a "cloud." The off-site location shall be identified in the security plan submitted to the City and access to recordings maintained must be provided to the Independence Police Department upon request. Any change in location of the off-site location shall be updated within 72 hours of any such change.
 - b. *Use of Safe for Storage.* The marijuana business shall install and use a secure safe for storage of all processed marijuana and cash on the premises when the business is closed to the public. The safe shall be incorporated into the building structure or securely attached thereto. For marijuana-infused products or marijuana being tested in a testing facility that must be kept refrigerated or frozen, the business may lock the refrigerated container or freezer in a manner authorized by the City in place of use of a safe, so long as the container is affixed to the building structure and secure from intrusion.
 - c. *Alarm System.* The marijuana business shall install and use an alarm system that is monitored by a company that is staffed 24 hours a day, seven days a week. The security plan submitted to the City shall identify the company monitoring the alarm, including contact information, and must be updated within 72 hours of any change of monitoring company. If the alarm system includes a panic alarm, an operable dedicated phone for law enforcement to respond to the alarm shall remain on the premises at all times.

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- d. *Lighting System.* The marijuana business shall have sufficient exterior lighting for security purposes and shall otherwise comply with applicable city code requirements.
 2. *Operation and Management Plan.* A written operation and management plan shall be submitted with the business license application for the marijuana business. The operation and management plan shall include, but not be limited to, the following elements: organizational structure, location, property description, proof that facilities are wheelchair accessible, proof that facilities comply with the Americans with Disabilities Act, hours of operation and staffing, description of proposed operations, list of any hazardous materials used as part of its operations, distribution practices, employee safety procedures and guidelines, fire mitigation and prevention systems in compliance with the International Fire Code as adopted by the City of Independence, sanitation requirements and waste management processes, ventilation system and air quality controls showing how odor emission will not be detectable off the premises, and proposed water system and utility demand. The operation and management plan must also meet the minimum facility standards established by the State of Missouri and comply with the City Code.
 3. *Emergency Response Plan.* A written emergency response plan shall be submitted with the business license application for the marijuana business. The plan shall identify emergency plans and contingency plans that would be executed in the event of an emergency arising from the site's usage as a marijuana business. The emergency response plan must meet any minimum standards established by the State of Missouri and comply with the City Code.
 - C. Application. Any person desiring a license to operate a marijuana business shall submit an application for issuance or renewal of such license to the City. The application shall include the following:
 1. Written statements upon forms provided by the City as necessary to determine:
 - a. The gross receipts, gross business activity or gross commission of the applicant.
 - b. Every business that permits members of the public on its business premises or that performs services on premises other than its own business premise, shall certify that the business has a minimum of \$500,000.00 of general liability insurance for bodily injury and property damage per occurrence.
 - d. That an applicant has sworn to the truthfulness and accuracy of the information provided on all forms and will abide by the provisions of this chapter. The applicant must provide positive identification as the person applying for such license.
 - e. The location, place, or premises for which a license is sought.
 - f. The type of license for which the application is made.
 2. The application shall be accompanied by a complete security plan, operation and management plan, and emergency plan.
 3. The application shall be accompanied by proof of a valid and current license or certificate issued by the DHSS for each medical marijuana facility type for which a license is sought.
 4. The full amount of the fees chargeable for such license.

Sec. 5.01.013. Determination of gross annual receipts.

- A. For new applicants of new businesses the phrase "gross receipts", or "gross commissions" or "gross business activity" shall be based on an estimated gross receipts, gross business activity or gross commissions subject to adjustment upon renewal. Such fee shall be adjusted when the actual amount of gross receipts, gross business activity or gross commission is reported on the first renewal.
- B. For businesses located outside the City limits of Independence, gross receipts, gross business activity or gross commissions shall be reported for business activities which occur within the City limits.

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- C. For residential and commercial builders, gross receipts means all monies received from construction or sale of a residential or commercial structure. Therefore, the sales price or contract price of the residential or commercial structure is the "gross receipts", not the profit from the sale. This applies to both contract or speculative construction.

Sec. 5.01.014. Statement of gross annual receipts.

Every person required to obtain a license under the provisions of this chapter where the fee for such license is based on gross receipts, gross business activity or commissions shall at the time of application and renewal, furnish the City with a statement in writing showing the amount of gross receipts activities, gross business or commissions for the preceding calendar or fiscal year.

Sec. 5.01.015. Examination of applicant's books and records.

- A. The City shall have the right at all reasonable times after due notification during regular business hours to audit or examine the books, records and tax returns of the applicant or licensee for any license provided by this chapter for the purpose of determining the accuracy of any statement made by the applicant or licensee for such license.

Sec. 5.01.016. License year, when fees are paid, expiration.

- A. Except as otherwise specifically provided by this chapter, all licenses provided for in this article shall expire one (1) year from the date of issuance. Such fees shall be payable upon filing of a new application and upon renewal annually as further set out in this section. Special licenses to nonprofit businesses shall be effective for five (5) years renewable on the last day prior to the anniversary date of such license(s).
- B. Any person applying for a business license whose fiscal year does not coincide with its license year under this chapter, shall be permitted to report and pay the license fee based upon such fiscal year.
- C. License fees for renewals shall be due and payable on or before the last day of the first month of each license year.
- D. All licenses, except as otherwise specifically provided for in this chapter, shall expire if the renewal fee is not paid in full within the period provided for in Paragraph "C" above. A license which is not paid in full by such date is delinquent and such business or occupation will be deemed unlicensed and fall under the strict enforcement of this chapter.
- E. All license fees required to be paid pursuant to the provisions of this chapter of the City Code shall be deemed delinquent if not paid on the date such payment is due. All persons delinquent in the payment of such fees, in addition to the fees found to be due, shall be required to pay the license fee, plus an additional ten percent penalty of the license fee for the first month or fraction thereof past due and an additional two percent of the license fee due for each additional month such delinquency shall thereafter continue. The penalty provided for in this section shall be in addition to any other penalty prescribed by ordinance.

Sec. 5.01.017. Pro-rating license fees.

Business license fees shall not be pro-rated but shall be charged on a license year basis.

Sec. 5.01.018. License to be prominently displayed.

All licenses issued by the City under this article shall be carefully preserved and prominently displayed in a conspicuous manner in the place of business authorized to be conducted by such license.

Sec. 5.01.019. Change of ownership or location.

- A. Any licensee shall have the right to change the location of a licensed business provided that:

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1. The licensee submits an application on forms provided by the City for such change in location of the licensed business prior to making such change in location.
 2. The proposed location meets the requirements of all Health, Zoning, Fire, Building and other codes of the City of Independence.
 3. The licensee pays a transfer fee as outlined in the Schedule of Fees.
- B. A license issued to any person under the provisions of this article shall not be transferable from one (1) person to another person in the event of the change of ownership.

Sec. 5.01.020. Liquor.

Nothing in this article shall be construed as authorizing any person to sell intoxicating liquor by virtue of a business license without holding a valid alcoholic beverage license.

Sec. 5.01.021. Compliance with other ordinances.

All licensees shall comply in every respect with the Unified Development Ordinance and all other ordinances of the City, including a health inspection if the business is of a type requiring such inspection.

Sec. 5.01.022. Claim procedure for refund of fees.

- A. New applicants for business licenses which never open, or which close or move during the license year or any person making a claim for a refund because of alleged overpayment of license fees as required by this chapter shall file with the City satisfactory proof in support of such claim. Upon presentation of such satisfactory proof, the City shall refund an appropriate portion of any previously paid license fee. However, a minimum fee of \$40.00 shall be retained in any case to cover administrative and material costs of the application.
- B. Time limitations on credit or refund. A claim for credit or refund of an overpayment of any fee imposed by this chapter shall be filed by the licensee within two years from the time the fee was paid.
- C. Notwithstanding any other provision of this chapter, in the case of any overpayment of any license tax under this chapter, the commissioner may, instead of granting a refund, credit and apply the amount of such overpayment against any uncontested delinquent tax liability of any type whatsoever owed by the taxpayer to the city, and within the period of limitations for collection.

Sec. 5.01.023. License denial, suspension or revocation.

- A. *Denial.*
1. *Basis for Denial.* The City may deny a business license application, for any of the following reasons:
 - a. Any reviewing department, division or agency of the City has denied the application pursuant to any applicable provisions of the City Code;
 - b. Applicant is delinquent in the payment of any taxes or fees due the City under this chapter;
 - c. The application contains false or incomplete information;
 - d. Noncompliance with (a) any requirement or condition set by the City Council, Planning Commission, or Community Development Department or, (b) a conditional use permit, if applicable, granting a variance or special exceptions;
 - e. Noncompliance with any City, State or Federal law, code or statute;
 - f. Any other reason expressly provided for in this chapter; or
 - g. The Missouri Department of Revenue cannot issue to the applicant a Certificate of No Tax Due.

2. *Procedures—Cease Operations Order.*

- a. When a business license application is denied, written notice will be provided by first class mail to the applicant by mailing a cease operations order to the applicant address on file. The cease operations order will identify the reason(s) for denial of the application and inform the applicant they must cease all business activity at the described location. The cease operation order will identify the available appeal process.
- b. The applicant is deemed to have received written notification three business days after the date of mailing of the cease operations order.
- c. The City may serve a cease operation order in person by delivery of the order to any management employee at the licensed premises or by posting on the main entrance by tacking, each followed by mailing as set out herein. When tacked or delivered in person to the premises, the cease operations order is effective immediately.
- d. The City will immediately notify the Police Department of every cease operations order issued. The Police Department will assist in the enforcement of cease operations orders.

B. *Suspension or Revocation:*

1. *Basis for Suspension or Revocation.* Any business license issued by the City pursuant to this chapter of the City Code may be suspended or revoked for good cause by the issuing authority upon a finding that one or more of the following conditions exist:

- a. The licensee fails to provide the City the retail sales license from the State of Missouri or a Certificate of No Tax Due as provide in this Chapter;
- b. The renewal document contains false or incomplete information;
- c. The licensee obtained or aided another person to obtain a license by fraud or deceit;
- d. The licensee is delinquent in the payment of any taxes or fees due the City;
- e. The licensee refused to allow, or interfered with, inspection of the licensed premises by authorized representatives of the City;
- f. Violations of this chapter of the City Code by agents or employees of a licensee and/or violations of any other laws by agents or employees committed while acting as an agent or employee of the licensee;
- g. The existence of chronic unsanitary conditions, noise, disturbances or other conditions at, in, or attributable to the premises of a licensee, that causes or tends to create a public nuisance, which may injuriously affect the public health, safety, or welfare of others, or which unnecessarily affects the adequate allocation of public safety resources;
- h. Repeatedly or purposefully permitting, allowing, or causing any business activity in violation of any ordinance, rule or law of the City, State or Federal government:
- i. Fraudulent practices or misrepresentation in the operation of the business;
- j. Concealment or misrepresentation in the application of a business license;
- k. The business operation becomes unlawful or is prohibited by any code, rule or law of the City, State or Federal government;
- l. The issuance of the license was in error or in violation of the provision of the Code;
- m. The business premises is condemned, declared a fire hazard, or declared unsafe for business occupancy pursuant to applicable City Code Chapters;
- n. Wrongful behavior creating a safety issue based on business activity;

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- o. Failure to remain current in the payment of taxes owed the Missouri Department of Revenue; or
 - p. Any other reason expressly provided for in this chapter of the City Code.
2. *Procedures to Suspend or Revoke a Business License.*
- a. The City is empowered, through an Administrative Hearing, to revoke or suspend a license issued under the provisions of this chapter of the Code.
 - b. The hearing(s) shall follow the Administrative Hearing Procedures for Revocation or Suspension of Business and Other Business Licenses established and amended from time to time by the Community Development Department and in effect at the time of the hearing.
 - c. When the City suspends or revokes a business license, the City will provide written notice by first class mail to the licensee by mailing a cease operations order to the last address on file. The cease operation order will include a copy of the City's formal written ruling and inform the applicant they must cease all business activity at the specified location. The cease operation order will identify the appeal process available.
 - d. The Licensee is deemed to have received written notification of the cease operations order three business days after the date of mailing of the order to the last address on file with the Business Licensing Division.
 - e. The City may serve a cease operation order in person by delivery of the order to any management employee at the licensed premises or by posting on the main entrance by tacking, each followed by mailing as set out herein. When tacked or delivered in person to the premises, the cease operations order is effective immediately.
 - f. The City will immediately notify the Police Department of every cease operation notice issued. The Police Department will assist in the enforcement of cease operations orders.
3. *Licensing After Revocation.* A person whose license is revoked under this chapter may not apply for another business license under this chapter for a period of 12 months after the final decision in the administrative appeals process or an appeal period runs without an appeal, whichever is later.
- C. *Penalty.* Any person or business violating a cease operations order under this chapter shall be subject to a fine of not more than \$500.00 per day upon conviction. Each day of violation is a separate offence.
- D. Nothing contained in this chapter shall preclude the informal disposition of contested cases by stipulation, agreed settlement, consent order, or default.

Sec. 5.01.024. Appeal procedure.

An applicant may appeal the decision of the City made in accordance with Section 5.01.023 to Circuit Court as established under RSMo 536. All decisions of the City shall be final decisions 30 days after the mailing or personal service of the decision.

Sec. 5.01.025. Operations of business without a license.

When a business operates without a license, the following procedure shall apply:

- A. The City shall issue to the affected person a provisional order to correct such violation.
- B. The provisional order and all other notices issued in compliance with this chapter shall be in writing, personally served or left with the affected person's agent or employee. The notice shall apprise the person affected of the specific violations. In the absence of such person affected or the agent or employee, a copy of such notice shall be affixed to some structure on the premises. Mailing such notice to the last known address of the person affected shall constitute service thereof.

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- C. The provisional order shall require compliance within five days of personal service on the affected person and within ten days of affixing such notice to the licensee's premises or depositing such notice in the United States mail.
 - D. Upon the failure or refusal of the violator to comply with the provisional order, any person or business violating a provisional order under this chapter shall be subject to a fine of not more than \$500.00 per day upon conviction. Each day of violation is a separate offence.
 - E. The continued operation of a business without a current and valid business license shall be deemed a nuisance, and, as such, shall be actionable in accordance with the Independence City Code, and all of the provisions of the City Code are applicable to the nuisance and its abatement.

Sec. 5.01.026. Operations of business that is not allowed.

When a business that is not allowed operates without a license, the following procedure shall apply:

- A. Written notice will be provided by first class mail to the applicant by mailing a cease operations order to the applicant address on file. The cease operations order will identify the City Code provisions said business activity is in violation of and inform the applicant they must cease all business activity at the described location.
- B. The applicant is deemed to have received written notification three business days after the date of mailing of the cease operations order.
- C. The City may serve a cease operation order in person by delivery of the order to any management employee at the licensed premises or by posting on the main entrance by tacking, each followed by mailing as set out herein. When tacked or delivered in person to the premises, the cease operations order is effective immediately.
- D. Upon the failure or refusal of the violator to comply with the cease operations order, any person or business violating a cease operations order under this chapter shall be subject to a fine of not more than \$500.00 per day upon conviction. Each day of violation is a separate offence.
- E. The Licensing Division will immediately notify the Police Department of every cease operations order issued. The Police Department will assist in the enforcement of cease operations orders.
- F. The continued operation of a business without a current and valid business license shall be deemed a nuisance, and, as such, shall be actionable in accordance with the Independence City Code, and all of the provisions of the City Code are applicable to the nuisance and its abatement.

Sec. 5.01.027. Mobile food units allowed.

- A. Separate business licenses are required for mobile food units of businesses operating as self-contained food preparation units or out of a commissary not located within the City.
- B. Separate business licenses are not required for mobile food units of businesses operating out of a licensed commissary located within the City.
- C. Mobile food units licensed under this chapter shall:
 - 1. obtain any other permits and comply with all other applicable regulations under Chapter 11 or other chapters of this Code;
 - 2. obtain and be able to produce upon request, written permission of the property owner;
 - 3. obtain written permission, in the case of property owned by the City of Independence, as follows:
 - i. operating in City parks only with permission from the Director of Parks and Recreation or his designee;

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- ii. operating in City parking lots, other than lots in use as the Farmers' Market, only with permission from the Director of Public Works or his designee. In the Independence Square retail area and Englewood Arts District, the Director of Public Works will designate by signage pre-approved parking locations. Vendors will be able to operate in these designated areas on a first-come first-served basis;
 - 4. obtain consent of the owner or occupant of the property immediately abutting the parked food truck when parking in a residential district;
 - 5. operate upon City rights-of-way (streets or sidewalks) so as not to obstruct the flow of vehicular or pedestrian traffic;
 - 6. restrict operations to paved surfaces;
 - 7. not block any street or alley;
 - 8. be attended at all times, whether serving or not;
 - 9. limit operations to the period between 6:30 a.m. and 9:00 p.m.;
 - 10. not sell food items within 50 feet of the front facing façade, and the side facing façade if adjacent to a public road, of a restaurant, deli, cafeteria, or other eating establishment selling food items during the time it is open for business, except that food items may be sold from pushcarts within this 50-foot zone, if owned and operated by a restaurant located within that 50-foot zone; and
 - 11. comply with special event vending requirements for street fairs, parades and block parties, which have been approved by the City.

Sec. 5.01.028. Video surveillance camera requirements.

- A. This section is enacted to reduce the potential for situations where employees of certain hotels/motels, convenience stores, with and without fuel sales, or tobacco stores are exposed to potential death and/injuries because of actions of people with criminal intent, and retrieving an image and/or video to assist in criminal offender identification, apprehension and prosecution.
- B. Definitions.
 - 1. "Hotel/Motel" are as defined by Section 14-200-05-M.2 of the Unified Development Ordinance.
 - 2. "Convenience stores, with and without fuel sales, or tobacco stores" are as defined by Section 14-201 of the Unified Development Ordinance.
 - 3. "Video surveillance system" or "VSS" means a continuous digital surveillance system including cameras, cabling and/or remotes, monitors, and digital video recorders that records in color with cameras and lens. The system shall be capable of producing a retrievable and identifiable images and video recordings on media that can be enlarged through projection or other means, and can be made a permanent record for use in criminal investigation.
- C. VSS Required. Hotel/motels, convenience stores, with and without fuel sales, or tobacco stores shall be equipped with a VSS capable of recording and retrieving an image to assist in offender identification, apprehension and prosecution. At a minimum, hotel/motels, convenience stores, with and without fuel sales, or tobacco stores shall:
 - 1. Have two color digital high-resolution surveillance cameras inside the hotel/motel, convenience store, with and without fuel sales, or tobacco store. One surveillance camera shall have an overall view of the counter/register area and the other surveillance camera shall have a view of the main entrance/exit area. The entrance/exit area surveillance camera shall be placed to provide a clear and identifiable full frame of the filmed individuals face and all cameras shall remain unobstructed by any display sign or other item; and
 - 2. Have at least two digital high-resolution surveillance camera outside the establishment.

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- The surveillance cameras shall have an overall view of:
- a. The parking areas and/or fuel pump areas for convenience stores, with and without fuel sales, or tobacco stores; and
 - b. The entrances to the parking areas for hotels/motels; and
3. Have a VSS showing the correct date and time of the recording; and
 4. Have a VSS operated at all times, including hours when the hotel/motel, convenience store, with and without fuel sales, or tobacco store is not open for business; and
 5. Have a VSS maintained on a routine basis, not to exceed every six months to ensure that the VSS is working properly at all times; verification of such maintenance, including test digital images produced when the VSS is installed or maintained, retained on the premises and made available for periodic inspection by the business license department or the police department during all hours in which the hotel/motel, convenience store, with and without fuel sales, or tobacco store is open; and
 6. Provide the police department with access to the VSS upon request in connection with crime investigations; and
 7. Have one or more digital video recording devices used to record images from each surveillance camera in the hotel/motel, convenience store, with and without fuel sales, or tobacco store. Each recording device shall be kept in a secured location that is remote from the surveillance cameras. The owner shall maintain a library of the recorded digital images for not less than seven days; and
 8. Have posted at all public entrance/exit signs or decals indicating that surveillance cameras are in use.
- D. Exterior Lighting Required. All exterior areas of hotels/motels, convenience stores, with and without fuel sales, or tobacco stores shall be lighted in accordance with Section 14-508 of the Unified Development Ordinance.
- E. Exemption. A hotel/motel, convenience store, with and without fuel sales, or tobacco store may apply to the Chief of Police, or designee, for exemption from the provisions of this section if that hotel/motel, convenience store, with and without fuel sales, or tobacco store has undertaken alternate measures which are substantially equal to or more effective in preventing criminal activity and assisting in the apprehension of the perpetrator and for protecting employees. If the Chief of Police, or designee, approves such alternative measures submitted by the hotel/motel, convenience store, with and without fuel sales, or tobacco stores, then the hotel/motel, convenience store, with and without fuel sales, or tobacco store shall not be required to comply with the provisions of this section for as long as the approval of the Chief of Police or designee is effective. If the application for exemption is denied by the Chief of Police or designee, the hotel/motel, convenience store, with and without fuel sales, or tobacco store may then appeal to the City Council for further review of the application for exemption and the decision of the City Council shall be final, except, to such extent the same may be changed by judicial review.
- F. Effective Date of Requirements. All hotels/motels, convenience stores, with and without fuel sales, or tobacco stores commencing operations from and after the effective date of the ordinance codified in this section shall immediately comply with all the provision upon opening its doors to the public. All convenience store, with and without fuel sales, or tobacco stores in operation (doors open to the public on a regular and continuous basis) prior to the effective date of the ordinance codified in this section shall comply with all provisions of this chapter no later than January 1, 2017. All hotels/motels in operation (doors open to the public on a regular and continuous basis) prior to the effective date of the ordinance codified in this section shall comply with all provisions of this chapter no later than July 1, 2018.

Secs. 5.01.029—5.01.999. Reserved.

BILL NO. 24-033

ORDINANCE NO. 19553

AN ORDINANCE REPEALING CHAPTER 5 ARTICLE 1 AND ADDING A NEW CHAPTER 5, ARTICLE 1 OF THE CITY CODE AND RENAMING CHAPTER 5 TO “BUSINESS LICENSES.”

WHEREAS, the City has had some form of business license regulations dating back to the 1930s; and,

WHEREAS, the last major update to Chapter 5 of the City Code occurred in 1970; and,

WHEREAS, since the adoption, there have been numerous amendments to the Business and Occupation Licenses chapter mostly dealing with singular topics; and,

WHEREAS, the City seeks to update the business licensing regulations to align the City’s regulations with the Missouri State Statutes, and to clarify the City’s regulations.

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

SECTION 1. That Chapter 5, Article 1 “of the Code of the City of Independence, Missouri, is hereby repealed in its entirety as of the effective date of this ordinance.

SECTION 2. That a new Chapter 5, Article 1, attached hereto and made part of hereof is hereby added to the Independence City Code, to read as follows:

“ARTICLE 1. ADMINISTRATION OF LICENSES IN GENERAL, AND REQUIREMENTS THEREOF

Sec. 5.01.001. Applicability.

The provisions of this article shall apply to all corporations, companies, associations, joint stock associations, partnerships, co-partnerships and persons and their lessees, duly constituted trustees or receivers, heirs, administrators or assigns, who shall engage in any business, trade, vocation, profession or occupation including manufacturing, within the City limits.

Sec. 5.01.002. Definitions.

A. For the purposes of this chapter:

ADMINISTER means the direct application of marijuana to a qualifying patient by way of any of the following methods:

- i. Ingestion of capsules, teas, oils, and other marijuana-infused products;**
- ii. Vaporization or smoking of dried flowers, buds, plant material, extracts, or oils;**

- iii. Application of ointments or balms;
- iv. Transdermal patches and suppositories; or
- v. Consuming marijuana-infused food products.

APPLICANT means a duly authorized officer or person of a business applying for a business license, either new or renewal.

BUSINESS, TRADE, VOCATION, PROFESSION, OCCUPATION shall mean the selling or providing of any goods, wares, merchandise, or services or as a practice in the conduct of such business, trade, vocation, profession or occupation, the making or causing to be made, any wholesale or retail sales of goods, wares, merchandise or services to any person or association of persons, whether such sales are accommodation sales, made from a stock of goods on hand, or by ordering from another source, or by listing, and whether the subject of such sales or services is similar or different than the type, if any, regularly offered or performed by the seller.

CITY means the City of Independence, Missouri.

CITY INSPECTOR shall mean anyone authorized by the City to make inspections for the purpose of enforcing the provisions of this article.

COMMISSARY means a commissary as defined in Chapter 11 of this Code.

COMPREHENSIVE FACILITY means a comprehensive marijuana cultivation facility, comprehensive marijuana dispensary facility, or a comprehensive marijuana-infused products manufacturing facility.

COMPREHENSIVE MARIJUANA CULTIVATION FACILITY means a facility licensed by the department to acquire, cultivate, process, package, store on site or off site, transport to or from, and sell marijuana, marijuana seeds, marijuana vegetative cuttings (also known as clones) to a medical facility, comprehensive facility, or marijuana testing facility. A comprehensive marijuana cultivation facility need not segregate or account for its marijuana products as either non-medical marijuana or medical marijuana. A comprehensive marijuana cultivation facility's authority to process marijuana shall include the creation of prerolls, but shall not include the manufacture of marijuana-infused products.

COMPREHENSIVE MARIJUANA DISPENSARY FACILITY means a facility licensed by the Department to acquire, process, package, store on site or off site, sell, transport to or from, and deliver marijuana, marijuana seeds, marijuana vegetative cuttings (also known as clones), marijuana-infused products, and drug paraphernalia used to administer marijuana as provided for in this section to a qualifying patient or primary caregiver, as those terms are defined in section I of Article XIV, or to a consumer, anywhere on the licensed property or to any address as directed by the patient, primary caregiver, or consumer and consistent with the limitations of this Article and as otherwise allowed by law, to a comprehensive facility, a marijuana testing facility, or a medical facility. Comprehensive dispensary facilities may receive transaction orders at the dispensary directly from the consumer in person, by phone, or via the internet including from a third party. A comprehensive marijuana dispensary facility need not segregate or account for its marijuana products as either non-medical

marijuana or medical marijuana, but shall collect all appropriate tangible personal property sales tax for each sale, as set forth in this Article and provided for by general or local law. A comprehensive marijuana dispensary facility's authority to process marijuana shall include the creation of prerolls.

COMPREHENSIVE MARIJUANA-INFUSED PRODUCTS MANUFACTURING FACILITY means a facility licensed by the Department to acquire, process, package, store, manufacture, transport to or from a medical facility, comprehensive facility, or marijuana testing facility, and sell marijuana-infused products, prerolls, and infused prerolls to a marijuana dispensary facility, a marijuana testing facility, or another marijuana-infused products manufacturing facility. A comprehensive marijuana-infused products manufacturing facility need not segregate or account for its marijuana products as either non-medical marijuana or medical marijuana.

CONSTITUTION shall mean the Constitution of the State of Missouri.

CONSUMER means a person who is at least 21 years of age.

DEPARTMENT means the Department of Health and Senior Services, or its successor agency.

FINE when used herein shall mean a monetary fine imposed by the Municipal Court for this City.

FOOD TRUCK means a vehicle mounted mobile food unit.

GROSS BUSINESS ACTIVITY means the gross value of all goods, wares, merchandise, chattel and all other personal and commercial property of every kind and description bought, sold, leased, manufactured or exchanged by the business or person during the preceding calendar or fiscal year consistent with the reporting and accounting basis adopted for Federal taxation purposes.

GROSS COMMISSIONS means the gross amount of commissions, fees, charges or compensation earned from the business during the preceding calendar or fiscal year consistent with the reporting and accounting basis adopted for Federal taxation purposes.

GROSS RECEIPTS shall mean the gross receipts or revenues earned from the receipt of cash, credits and property of any kind for any act or service by a business or person in the preceding calendar or fiscal year consistent with the reporting and accounting basis adopted for Federal taxation purposes.

INSIGNIA or its singular number, insigne, means any tag, plate badge, emblem, sticker or any other kind of device which may be required for use in connection with any license.

LANDLORD means any person firm or corporation who rents or leases dwelling units owned by such person, firm or corporation.

LICENSE OR LICENSEE means specifically, a certificate holder of a business license or permit, or the holder for any use or period of time of any similar privilege, wherever relevant to any provision of this chapter or other law or ordinance.

LICENSE YEAR is the 12-month period beginning the first day of the month in which a license is issued for or renewed.

MAINTAINING A BUSINESS OFFICE means conducting the activities of one's occupation at a given place, phone or address within the physical boundaries of the City of Independence.

MANAGING OFFICER means the person who is in active management and control who may be designated by a corporation as the managing officer, and who may be eligible as an individual to receive a license under the provisions of this chapter.

MARIJUANA or MARIHUANA means Cannabis indica, Cannabis sativa, and Cannabis ruderalis, hybrids of such species, and any other strains commonly understood within the scientific community to constitute marijuana, as well as resin extracted from the plant and marijuana-infused products. 'Marijuana' or 'Marihuana' do not include industrial hemp containing a crop-wide average tetrahydrocannabinol concentration that does not exceed three-tenths of one percent on a dry weight basis, or commodities or products manufactured from industrial hemp.

MARIJUANA BUSINESS means any marijuana facility or facility licensed by Department of Health and Senior Services under the authority granted by Article XIV of the Constitution.

MARIJUANA DISPENSARY means either a Medical Marijuana Dispensary, a Comprehensive Marijuana Dispensary, or a Micro-Business as those terms are defined in Article XIV of the Constitution.

MARIJUANA FACILITY means a medical marijuana facility or a comprehensive facility as that term is defined by Article XIV Section 2 of the Constitution, a microbusiness wholesale facility, microbusiness dispensary facility, or any other type of marijuana related facility or business licensed or certified by the Department pursuant to Section 2 of Article XIV

MARIJUANA-INFUSED PRODUCTS means products that are infused with marijuana or an extract thereof and are intended for use or consumption other than by smoking, including, but not limited to, edible products, ointments, tinctures and concentrates.

MARIJUANA MICROBUSINESS FACILITY means a facility licensed by the Department as a microbusiness dispensary facility or microbusiness wholesale facility, as defined in this section.

MARIJUANA TESTING FACILITY means a facility certified by the Department to acquire, test, certify, and transport marijuana, including those originally certified as a medical marijuana testing facility including those originally certified as a medical marijuana testing facility.

MEDICAL MARIJUANA CULTIVATION FACILITY means a facility licensed by the Department, to acquire, cultivate, process, store, transport, and sell marijuana to a Medical Marijuana Dispensary Facility, Medical Marijuana Testing Facility, or to a Medical Marijuana-Infused Products Manufacturing Facility and shall also mean a Comprehensive Marijuana Cultivation Facility, as that term is defined in Article XIV of the Constitution.

MEDICAL MARIJUANA DISPENSARY FACILITY means a facility licensed by the State of Missouri to acquire, store, sell, transport, and deliver marijuana, marijuana-infused products, and drug paraphernalia used to administer marijuana as provided in this section to a qualifying patient, a primary caregiver, another licensed medical marijuana dispensary facility, a licensed medical marijuana testing facility, or a licensed medical marijuana infused products manufacturing facility.

MEDICAL MARIJUANA FACILITY means a medical marijuana dispensary, medical marijuana cultivation facility, medical marijuana testing facility, medical marijuana infused products manufacturing facility and medical marijuana transportation facility licensed by the State of Missouri.

MEDICAL MARIJUANA-INFUSED PRODUCTS MANUFACTURING FACILITY means a facility licensed by the Department to acquire, store, manufacture, transport, and sell marijuana-infused products to a medical marijuana dispensary facility, a medical marijuana testing facility, or to another medical marijuana-infused products manufacturing facility.

MEDICAL MARIJUANA TRANSPORTATION FACILITY means a facility certified by the State of Missouri to transport marijuana to a qualifying patient, a primary caregiver, a medical marijuana cultivation facility, a medical marijuana-infused products manufacturing facility, a medical marijuana dispensary facility, a medical marijuana testing facility, or another medical marijuana transportation facility.

MICROBUSINESS DISPENSARY FACILITY means a facility licensed by the department to acquire, process, package, store on site or off site, sell, transport to or from, and deliver marijuana, marijuana seeds, marijuana vegetative cuttings (also known as clones), marijuana-infused products, and drug paraphernalia used to administer marijuana as provided for in this section to a consumer, qualifying patient, as that term is defined in section I of this Article XIV of the Constitution, or primary caregiver, as that term is defined in section I of this Article XIV of the Constitution, anywhere on the licensed property or to any address as directed by the consumer, qualifying patient, or primary caregiver and, consistent with the limitations of this Article and as otherwise allowed by law, a microbusiness wholesale facility, or a marijuana testing facility. Microbusiness dispensary facilities may receive transaction orders at the dispensary directly from the consumer in person, by phone, or via the internet, including from a third party. A microbusiness dispensary facility's authority to process marijuana shall include the creation of prerolls.

MICROBUSINESS WHOLESALE FACILITY means a facility licensed by the Department to acquire, cultivate, process, package, store on site or off site, manufacture, transport to or from, deliver, and sell marijuana, marijuana seeds, marijuana vegetative cuttings (also known as clones), and marijuana infused products to a microbusiness dispensary facility, other microbusiness wholesale facility, or marijuana testing facility. A microbusiness wholesale facility may cultivate up to 250 flowering marijuana plants at any given time. A microbusiness wholesale facility's authority to process marijuana shall include the creation of prerolls and infused prerolls.

MOBILE FOOD UNIT means a mobile food unit as defined in Chapter 11 of this Code.

BUSINESS LICENSE means the license that every person must obtain from the City before engaging in or continuing to engage in any business, non-exempted profession or occupation in the City.

PERSON means person, partnership, society, association, club, trustee, trust or corporation; or any officer, agent, employee, factor or any kind of personal representative under either personal appointment or pursuant to law.

PREMISES means to include all lands, structures, places and also any equipment and appurtenances connected or used therewith in any business, and also any personal property which is either affixed to or is otherwise used in connection with any such business conducted on such premises.

PRIMARY CAREGIVER means a person designated as such by the Department.

PUSHCART means a non-self-propelled mobile food unit.

QUALIFYING PATIENT means a person designated as such by the Department.

- B. When not inconsistent with the context, words used in the present tense include the future, words in the plural number include the singular number, and words in the singular number include the plural number. The word "shall" is always mandatory and not merely directory.

Sec. 5.01.003. Business license required.

- A. Every person, whether or not located in the City, desiring to engage in any business, profession or occupation in the City shall be required to obtain a business license before engaging in such activity as specified in this chapter. Business licenses are not transferable.
- B. Any person shall be deemed to be in business or engaging in non-profit enterprise and thus subject to the requirements of this chapter when any selling, manufacturing, soliciting, transfer, bartering or offering of any goods, wares, real, intangible and tangible personal property or services takes place. One act thereof shall constitute doing business.
- C. Every agent, general contractor, sub-contractor, or representative of any person desiring to engage in or to continue to engage in any business, profession or occupation shall be responsible for the compliance of such person in acquiring an business license as required by this chapter.
- D. No license shall be required of any person for any delivery in the City of any property purchased or acquired in good faith from any person at any regular place of business outside the City where no intent by such person is shown to exist to evade the provisions of this chapter.
- E. In order for customers to obtain utility service to an office, commercial and industrial establishment, a valid business license shall be issued by the City of Independence for that property address for any use, and if the business operates as a Limited Liability

Company (LLC), said business shall file with the City of Independence a valid LLC registration in accordance with RSMo 347.048.

Sec. 5.01.004. Business license exemption.

- A. Those professions or callings specifically exempted from license fees or taxes by virtue of RSMo 71.620, which are as follows: Minister of the gospel, duly accredited Christian Science practitioner, teacher, professor in a college, priest, lawyer, certified public accountant, dentist, chiropractor, optometrist, chiropodist or physician or surgeon in the State;
- B. As provided in RSMo 71.620, those professions of insurance agent or broker, veterinarian, architect, professional engineer, land surveyor, auctioneer, or real estate broker or salesman in this State shall be specifically exempted unless that person maintains a business office within the City.
- C. Specifically farmers or producers, for the sale of produce raised by him, her or them when sold from his, her or their wagon, cart or vehicle or from any person in the employ of such farmers or producers in the City, as provided in RSMo 71.630, shall be exempted from any such licenses and fees imposed by this article.
- D. In accordance with RSMo 345.055, as amended, clinical audiologist and speech-language pathologist, are exempt from the licensing and fee provisions of this article.
- E. In accordance with RSMo 324.1114, as amended, private investigators are exempt from the licensing and fee provisions of this article.
- F. In accordance with RSMo 337.070, as amended, a psychologist licensed by the State of Missouri is exempt from the licensing and fee provisions of this article.

Sec. 5.01.005. Administration and enforcement.

- A. *Enforcement.* It shall be the duty of the Community Development Department, together with duly authorized deputies and agents, to enforce the provisions of this article within the confines of the City, to report violations to the proper municipal authority and to prosecute the alleged violators in the Municipal Court of the City.
- B. *Additional duties.* The Community Development Department shall:
 - 1. Prepare a complete record of all licenses issued under this article, showing the nature of the license, its date of issuance, to whom issued and the amount of or exemption of the fee collected therefor;
 - 2. Recommend appropriate license fees in conformity with this Code, provided that any applicant or licensee in disagreement with such decision may pay the license fee under protest and appeal such decision as provided in this article;
 - 3. Conduct or cause to be conducted periodic inspections of the premises and necessary records of any licensee in order that compliance or noncompliance with the provisions of this article may be ascertained;

4. Submit to the Council suggestions and recommendations with respect to the amendments and updates to this Chapter.

Sec. 5.01.006. Applications for license.

- A. All applications for licenses provided for in this article shall be filed with the Community Development Department. All applications shall be reviewed by the applicable departments to certify that the premises, the business and business operations meet minimum code standards and zoning regulations as established by the City before issuance of such license.
- B. The Community Development Department shall refer to the Police Department for review all applications for business licenses for security operations or those involved in investigation, bonding, security or related fields.
- C. At the time the application is submitted, the Community Development Department shall issue a receipt to the applicant for the money paid in advance. Such receipt shall not be construed as the approval for the issuance of a license, nor shall it entitle or authorize the applicant to open or maintain any business contrary to the provisions of this chapter.
- D. Every business that permits members of the public on its business premises or that performs services on premises other than its own business premise, shall certify that the business has a minimum of \$500,000.00 of general liability insurance for bodily injury and property damage per occurrence.
- E. Contractors in the construction industry shall submit a certificate of insurance for workers' compensation in accordance with RSMo 287.061 or an affidavit signed by the applicant attesting that the contractor is exempt from the requirements of RSMo Chapter 287.

Sec. 5.01.007. License fees for certain trades, vocations, professions, occupations.

- A. Generally. Unless otherwise provided by this article or elsewhere in the Code, for each trade, vocation, profession or occupation a person is engaged in within the City, that person shall procure and pay for a license, as established in the City's Schedule of Fees and Charges.
- B. In accordance with RSMo 148.440, as amended, the business and occupation license fee for every insurance company or insurance agent providing insurance which includes coverage for any property loss or damage caused by a fire shall not exceed \$200.00 per year. The business and occupation license fee for every other type of insurance company shall not exceed \$100.00 per year.
- C. Individuals serving as their own general contractor to build a dwelling for their own personal use shall not be required to pay the license fee contained in this section.

Sec. 5.01.008. Payment of financial obligation prerequisite to issuance of license.

It shall be unlawful for any person to operate a business or manufacturing facility, engage in a trade, vocation, profession or occupation unless and until all financial obligations

which are due and owing to the City have been paid. No license provided for or required under this article or by any other ordinance of the City shall be issued by any department until compliance with this Section shall have been fulfilled.

Sec. 5.01.009. Separate license required for each place of business.

A separate license shall be obtained for each place of business conducted, operated, maintained or carried on by every person engaged in any occupation, calling, trade or enterprise for which a license is required by this chapter.

Sec. 5.01.010. More than one occupation at the same address.

Whenever any person making application for a license under the provisions of this article is engaged in more than one (1) business, not operated as a separate business entity, at the same address, such person shall combine the information for all businesses conducted at the same address, as required for the purpose of determining the license fee.

Sec. 5.01.011. Missouri Retail Sales License required prior to issuance of license.

- A. All applicants with possession of a retail sales license are required to submit a statement from the Missouri Department of Revenue that the licensee owes no tax due under RSMo 144.010 to 144.510. The date of issuance on the statement shall not be more than ninety (90) days before the date of submission of the application or renewal of the license. A licensee who is required by state law or RSMo 144.010—144.510 to have a retail sales license shall not operate a business in the city without a state sales tax number or a valid retail sales license. In addition to other penalties set forth in this chapter, the business license of a licensee who fails to comply with provisions of this section shall be subject to revocation proceedings as set forth in this chapter.
- B. The city's business license of any person shall be null and void upon the director of revenue of the state giving the city notice that the person's retail sales license has been revoked in accordance with procedures set forth in RSMo 144.083.
- C. The city license may be reinstated for a fee of \$5.00 for the remainder of the original term upon satisfactory proof presented to the City that the licensee has secured the needed state retail license or that it has been reinstated by the department of revenue of the state.

Sec. 5.01.012. Marijuana business licensing.

- A. Marijuana businesses shall be required to have a city license as required in Chapter 5.
- B. Premises Requirements. No license shall be granted or retained under this chapter for a marijuana business if the applicant has not submitted and maintained a security plan, operation and management plan, and emergency response plan in accordance with this chapter.
 - 1. Security Plan. A written security plan shall be submitted with the business license application for the marijuana business. The plan shall detail security measures for

the site and the transportation of marijuana and marijuana products to and from off-site premises to ensure the safety of employee and the public and to protect the property from theft or other criminal activity. Each facility shall comply with the security requirements established by the State of Missouri and include, but not limited to, the following elements in the security plan:

- a. *Cameras.* The marijuana business shall install and use security cameras to monitor and record all areas of the premises, except in restrooms and consultation rooms while a patient is undressed. Such security cameras shall specifically include all areas where a person may gain or attempt to gain access to marijuana or cash maintained by the marijuana business. Cameras shall be of sufficient resolution to record operations of the marijuana business to an off-site location and shall also include any parking lots or areas near the marijuana business and all potential areas of ingress or egress to the marijuana business with sufficient detail to identify facial features and clothing. Recordings from security cameras shall be maintained for a minimum of 40 days in a secure off-site location in the City or through a service over a network that provides on-demand access, commonly referred to as a "cloud." The off-site location shall be identified in the security plan submitted to the City and access to recordings maintained must be provided to the Independence Police Department upon request. Any change in location of the off-site location shall be updated within 72 hours of any such change.
 - b. *Use of Safe for Storage.* The marijuana business shall install and use a secure safe for storage of all processed marijuana and cash on the premises when the business is closed to the public. The safe shall be incorporated into the building structure or securely attached thereto. For marijuana-infused products or marijuana being tested in a testing facility that must be kept refrigerated or frozen, the business may lock the refrigerated container or freezer in a manner authorized by the City in place of use of a safe, so long as the container is affixed to the building structure and secure from intrusion.
 - c. *Alarm System.* The marijuana business shall install and use an alarm system that is monitored by a company that is staffed 24 hours a day, seven days a week. The security plan submitted to the City shall identify the company monitoring the alarm, including contact information, and must be updated within 72 hours of any change of monitoring company. If the alarm system includes a panic alarm, an operable dedicated phone for law enforcement to respond to the alarm shall remain on the premises at all times.
 - d. *Lighting System.* The marijuana business shall have sufficient exterior lighting for security purposes and shall otherwise comply with applicable city code requirements.
2. *Operation and Management Plan.* A written operation and management plan shall be submitted with the business license application for the marijuana business. The operation and management plan shall include, but not be limited to, the following

elements: organizational structure, location, property description, proof that facilities are wheelchair accessible, proof that facilities comply with the Americans with Disabilities Act, hours of operation and staffing, description of proposed operations, list of any hazardous materials used as part of its operations, distribution practices, employee safety procedures and guidelines, fire mitigation and prevention systems in compliance with the International Fire Code as adopted by the City of Independence, sanitation requirements and waste management processes, ventilation system and air quality controls showing how odor emission will not be detectable off the premises, and proposed water system and utility demand. The operation and management plan must also meet the minimum facility standards established by the State of Missouri and comply with the City Code.

3. *Emergency Response Plan.* A written emergency response plan shall be submitted with the business license application for the marijuana business. The plan shall identify emergency plans and contingency plans that would be executed in the event of an emergency arising from the site's usage as a marijuana business. The emergency response plan must meet any minimum standards established by the State of Missouri and comply with the City Code.

C. Application. Any person desiring a license to operate a marijuana business shall submit an application for issuance or renewal of such license to the City. The application shall include the following:

1. Written statements upon forms provided by the City as necessary to determine:
 - a. The gross receipts, gross business activity or gross commission of the applicant.
 - b. Every business that permits members of the public on its business premises or that performs services on premises other than its own business premise, shall certify that the business has a minimum of \$500,000.00 of general liability insurance for bodily injury and property damage per occurrence.
 - d. That an applicant has sworn to the truthfulness and accuracy of the information provided on all forms and will abide by the provisions of this chapter. The applicant must provide positive identification as the person applying for such license.
 - e. The location, place, or premises for which a license is sought.
 - f. The type of license for which the application is made.
2. The application shall be accompanied by a complete security plan, operation and management plan, and emergency plan.
3. The application shall be accompanied by proof of a valid and current license or certificate issued by the DHSS for each medical marijuana facility type for which a license is sought.
4. The full amount of the fees chargeable for such license.

Sec. 5.01.013. Determination of gross annual receipts.

- A. For new applicants of new businesses the phrase "gross receipts", or "gross commissions" or "gross business activity" shall be based on an estimated gross receipts, gross business activity or gross commissions subject to adjustment upon renewal. Such fee shall be adjusted when the actual amount of gross receipts, gross business activity or gross commission is reported on the first renewal.
- B. For businesses located outside the City limits of Independence, gross receipts, gross business activity or gross commissions shall be reported for business activities which occur within the City limits.
- C. For residential and commercial builders, gross receipts means all monies received from construction or sale of a residential or commercial structure. Therefore, the sales price or contract price of the residential or commercial structure is the "gross receipts", not the profit from the sale. This applies to both contract or speculative construction.

Sec. 5.01.014. Statement of gross annual receipts.

Every person required to obtain a license under the provisions of this chapter where the fee for such license is based on gross receipts, gross business activity or commissions shall at the time of application and renewal, furnish the City with a statement in writing showing the amount of gross receipts activities, gross business or commissions for the preceding calendar or fiscal year.

Sec. 5.01.015. Examination of applicant's books and records.

- A. The City shall have the right at all reasonable times after due notification during regular business hours to audit or examine the books, records and tax returns of the applicant or licensee for any license provided by this chapter for the purpose of determining the accuracy of any statement made by the applicant or licensee for such license.

Sec. 5.01.016. License year, when fees are paid, expiration.

- A. Except as otherwise specifically provided by this chapter, all licenses provided for in this article shall expire one (1) year from the date of issuance. Such fees shall be payable upon filing of a new application and upon renewal annually as further set out in this section. Special licenses to nonprofit businesses shall be effective for five (5) years renewable on the last day prior to the anniversary date of such license(s).
- B. Any person applying for a business license whose fiscal year does not coincide with its license year under this chapter, shall be permitted to report and pay the license fee based upon such fiscal year.
- C. License fees for renewals shall be due and payable on or before the last day of the first month of each license year.
- D. All licenses, except as otherwise specifically provided for in this chapter, shall expire if the renewal fee is not paid in full within the period provided for in Paragraph "C" above. A license which is not paid in full by such date is delinquent and such business or

occupation will be deemed unlicensed and fall under the strict enforcement of this chapter.

- E. All license fees required to be paid pursuant to the provisions of this chapter of the City Code shall be deemed delinquent if not paid on the date such payment is due. All persons delinquent in the payment of such fees, in addition to the fees found to be due, shall be required to pay the license fee, plus an additional ten percent penalty of the license fee for the first month or fraction thereof past due and an additional two percent of the license fee due for each additional month such delinquency shall thereafter continue. The penalty provided for in this section shall be in addition to any other penalty prescribed by ordinance.

Sec. 5.01.017. Pro-rating license fees.

Business license fees shall not be pro-rated but shall be charged on a license year basis.

Sec. 5.01.018. License to be prominently displayed.

All licenses issued by the City under this article shall be carefully preserved and prominently displayed in a conspicuous manner in the place of business authorized to be conducted by such license.

Sec. 5.01.019. Change of ownership or location.

- A. Any licensee shall have the right to change the location of a licensed business provided that:
1. The licensee submits an application on forms provided by the City for such change in location of the licensed business prior to making such change in location.
 2. The proposed location meets the requirements of all Health, Zoning, Fire, Building and other codes of the City of Independence.
 3. The licensee pays a transfer fee as outlined in the Schedule of Fees.
- B. A license issued to any person under the provisions of this article shall not be transferable from one (1) person to another person in the event of the change of ownership.

Sec. 5.01.020. Liquor.

Nothing in this article shall be construed as authorizing any person to sell intoxicating liquor by virtue of a business license without holding a valid alcoholic beverage license.

Sec. 5.01.021. Compliance with other ordinances.

All licensees shall comply in every respect with the Unified Development Ordinance and all other ordinances of the City, including a health inspection if the business is of a type requiring such inspection.

Sec. 5.01.022. Claim procedure for refund of fees.

- A. New applicants for business licenses which never open, or which close or move during the license year or any person making a claim for a refund because of alleged overpayment of license fees as required by this chapter shall file with the City satisfactory proof in support of such claim. Upon presentation of such satisfactory proof, the City shall refund an appropriate portion of any previously paid license fee. However, a minimum fee of \$40.00 shall be retained in any case to cover administrative and material costs of the application.
- B. Time limitations on credit or refund. A claim for credit or refund of an overpayment of any fee imposed by this chapter shall be filed by the licensee within two years from the time the fee was paid.
- C. Notwithstanding any other provision of this chapter, in the case of any overpayment of any license tax under this chapter, the commissioner may, instead of granting a refund, credit and apply the amount of such overpayment against any uncontested delinquent tax liability of any type whatsoever owed by the taxpayer to the city, and within the period of limitations for collection.

Sec. 5.01.023. License denial, suspension or revocation.

A. Denial.

- 1. Basis for Denial. The City may deny a business license application, for any of the following reasons:
 - a. Any reviewing department, division or agency of the City has denied the application pursuant to any applicable provisions of the City Code;
 - b. Applicant is delinquent in the payment of any taxes or fees due the City under this chapter;
 - c. The application contains false or incomplete information;
 - d. Noncompliance with (a) any requirement or condition set by the City Council, Planning Commission, or Community Development Department or, (b) a conditional use permit, if applicable, granting a variance or special exceptions;
 - e. Noncompliance with any City, State or Federal law, code or statute;
 - f. Any other reason expressly provided for in this chapter; or
 - g. The Missouri Department of Revenue cannot issue to the applicant a Certificate of No Tax Due.
- 2. Procedures—Cease Operations Order.
 - a. When a business license application is denied, written notice will be provided by first class mail to the applicant by mailing a cease operations order to the applicant address on file. The cease operations order will identify the reason(s) for denial of the application and inform the applicant they must cease all business activity at the described location. The cease operation order will identify the available appeal process.

- b. The applicant is deemed to have received written notification three business days after the date of mailing of the cease operations order.
- c. The City may serve a cease operation order in person by delivery of the order to any management employee at the licensed premises or by posting on the main entrance by tacking, each followed by mailing as set out herein. When tacked or delivered in person to the premises, the cease operations order is effective immediately.
- d. The City will immediately notify the Police Department of every cease operations order issued. The Police Department will assist in the enforcement of cease operations orders.

B. Suspension or Revocation:

- 1. Basis for Suspension or Revocation. Any business license issued by the City pursuant to this chapter of the City Code may be suspended or revoked for good cause by the issuing authority upon a finding that one or more of the following conditions exist:
 - a. The licensee fails to provide the City the retail sales license from the State of Missouri or a Certificate of No Tax Due as provide in this Chapter;
 - b. The renewal document contains false or incomplete information;
 - c. The licensee obtained or aided another person to obtain a license by fraud or deceit;
 - d. The licensee is delinquent in the payment of any taxes or fees due the City;
 - e. The licensee refused to allow, or interfered with, inspection of the licensed premises by authorized representatives of the City;
 - f. Violations of this chapter of the City Code by agents or employees of a licensee and/or violations of any other laws by agents or employees committed while acting as an agent or employee of the licensee;
 - g. The existence of chronic unsanitary conditions, noise, disturbances or other conditions at, in, or attributable to the premises of a licensee, that causes or tends to create a public nuisance, which may injuriously affect the public health, safety, or welfare of others, or which unnecessarily affects the adequate allocation of public safety resources;
 - h. Repeatedly or purposefully permitting, allowing, or causing any business activity in violation of any ordinance, rule or law of the City, State or Federal government;
 - i. Fraudulent practices or misrepresentation in the operation of the business;
 - j. Concealment or misrepresentation in the application of a business license;
 - k. The business operation becomes unlawful or is prohibited by any code, rule or law of the City, State or Federal government;

- l. The issuance of the license was in error or in violation of the provision of the Code;
- m. The business premises is condemned, declared a fire hazard, or declared unsafe for business occupancy pursuant to applicable City Code Chapters;
- n. Wrongful behavior creating a safety issue based on business activity;
- o. Failure to remain current in the payment of taxes owed the Missouri Department of Revenue; or
- p. Any other reason expressly provided for in this chapter of the City Code.

2. Procedures to Suspend or Revoke a Business License.

- a. The City is empowered, through an Administrative Hearing, to revoke or suspend a license issued under the provisions of this chapter of the Code.
- b. The hearing(s) shall follow the Administrative Hearing Procedures for Revocation or Suspension of Business and Other Business Licenses established and amended from time to time by the Community Development Department and in effect at the time of the hearing.
- c. When the City suspends or revokes a business license, the City will provide written notice by first class mail to the licensee by mailing a cease operations order to the last address on file. The cease operation order will include a copy of the City's formal written ruling and inform the applicant they must cease all business activity at the specified location. The cease operation order will identify the appeal process available.
- d. The Licensee is deemed to have received written notification of the cease operations order three business days after the date of mailing of the order to the last address on file with the Business Licensing Division.
- e. The City may serve a cease operation order in person by delivery of the order to any management employee at the licensed premises or by posting on the main entrance by tacking, each followed by mailing as set out herein. When tacked or delivered in person to the premises, the cease operations order is effective immediately.
- f. The City will immediately notify the Police Department of every cease operation notice issued. The Police Department will assist in the enforcement of cease operations orders.

3. Licensing After Revocation. A person whose license is revoked under this chapter may not apply for another business license under this chapter for a period of 12 months after the final decision in the administrative appeals process or an appeal period runs without an appeal, whichever is later.

- C. *Penalty.* Any person or business violating a cease operations order under this chapter shall be subject to a fine of not more than \$500.00 per day upon conviction. Each day of violation is a separate offence.
- D. Nothing contained in this chapter shall preclude the informal disposition of contested cases by stipulation, agreed settlement, consent order, or default.

Sec. 5.01.024. Appeal procedure.

An applicant may appeal the decision of the City made in accordance with Section 5.01.023 to Circuit Court as established under RSMo 536. All decisions of the City shall be final decisions 30 days after the mailing or personal service of the decision.

Sec. 5.01.025. Operations of business without a license.

When a business operates without a license, the following procedure shall apply:

- A. The City shall issue to the affected person a provisional order to correct such violation.
- B. The provisional order and all other notices issued in compliance with this chapter shall be in writing, personally served or left with the affected person's agent or employee. The notice shall apprise the person affected of the specific violations. In the absence of such person affected or the agent or employee, a copy of such notice shall be affixed to some structure on the premises. Mailing such notice to the last known address of the person affected shall constitute service thereof.
- C. The provisional order shall require compliance within five days of personal service on the affected person and within ten days of affixing such notice to the licensee's premises or depositing such notice in the United States mail.
- D. Upon the failure or refusal of the violator to comply with the provisional order, any person or business violating a provisional order under this chapter shall be subject to a fine of not more than \$500.00 per day upon conviction. Each day of violation is a separate offence.
- E. The continued operation of a business without a current and valid business license shall be deemed a nuisance, and, as such, shall be actionable in accordance with the Independence City Code, and all of the provisions of the City Code are applicable to the nuisance and its abatement.

Sec. 5.01.026. Operations of business that is not allowed.

When a business that is not allowed operates without a license, the following procedure shall apply:

- A. Written notice will be provided by first class mail to the applicant by mailing a cease operations order to the applicant address on file. The cease operations order will identify the City Code provisions said business activity is in violation of and inform the applicant they must cease all business activity at the described location.

- B. The applicant is deemed to have received written notification three business days after the date of mailing of the cease operations order.
- C. The City may serve a cease operation order in person by delivery of the order to any management employee at the licensed premises or by posting on the main entrance by tacking, each followed by mailing as set out herein. When tacked or delivered in person to the premises, the cease operations order is effective immediately.
- D. Upon the failure or refusal of the violator to comply with the cease operations order, any person or business violating a cease operations order under this chapter shall be subject to a fine of not more than \$500.00 per day upon conviction. Each day of violation is a separate offence.
- E. The Licensing Division will immediately notify the Police Department of every cease operations order issued. The Police Department will assist in the enforcement of cease operations orders.
- F. The continued operation of a business without a current and valid business license shall be deemed a nuisance, and, as such, shall be actionable in accordance with the Independence City Code, and all of the provisions of the City Code are applicable to the nuisance and it's abatement.

Sec. 5.01.027. Mobile food units allowed.

- A. Separate business licenses are required for mobile food units of businesses operating as self-contained food preparation units or out of a commissary not located within the City.
- B. Separate business licenses are not required for mobile food units of businesses operating out of a licensed commissary located within the City.
- C. Mobile food units licensed under this chapter shall:
 - 1. obtain any other permits and comply with all other applicable regulations under Chapter 11 or other chapters of this Code;
 - 2. obtain and be able to produce upon request, written permission of the property owner;
 - 3. obtain written permission, in the case of property owned by the City of Independence, as follows:
 - i. operating in City parks only with permission from the Director of Parks and Recreation or his designee;
 - ii. operating in City parking lots, other than lots in use as the Farmers' Market, only with permission from the Director of Public Works or his designee. In the Independence Square retail area and Englewood Arts District, the Director of Public Works will designate by signage pre-approved parking locations. Vendors will be able to operate in these designated areas on a first-come first-served basis;

4. obtain consent of the owner or occupant of the property immediately abutting the parked food truck when parking in a residential district;
5. operate upon City rights-of-way (streets or sidewalks) so as not to obstruct the flow of vehicular or pedestrian traffic;
6. restrict operations to paved surfaces;
7. not block any street or alley;
8. be attended at all times, whether serving or not;
9. limit operations to the period between 6:30 a.m. and 9:00 p.m.;
10. not sell food items within 50 feet of the front facing façade, and the side facing façade if adjacent to a public road, of a restaurant, deli, cafeteria, or other eating establishment selling food items during the time it is open for business, except that food items may be sold from pushcarts within this 50-foot zone, if owned and operated by a restaurant located within that 50-foot zone; and
11. comply with special event vending requirements for street fairs, parades and block parties, which have been approved by the City.

Sec. 5.01.028. Video surveillance camera requirements.

- A. This section is enacted to reduce the potential for situations where employees of certain hotels/motels, convenience stores, with and without fuel sales, or tobacco stores are exposed to potential death and/injuries because of actions of people with criminal intent, and retrieving an image and/or video to assist in criminal offender identification, apprehension and prosecution.
- B. Definitions.
 1. "Hotel/Motel" are as defined by Section 14-200-05-M.2 of the Unified Development Ordinance.
 2. "Convenience stores, with and without fuel sales, or tobacco stores" are as defined by Section 14-201 of the Unified Development Ordinance.
 3. "Video surveillance system" or "VSS" means a continuous digital surveillance system including cameras, cabling and/or remotes, monitors, and digital video recorders that records in color with cameras and lens. The system shall be capable of producing a retrievable and identifiable images and video recordings on media that can be enlarged through projection or other means, and can be made a permanent record for use in criminal investigation.
- C. VSS Required. Hotel/motels, convenience stores, with and without fuel sales, or tobacco stores shall be equipped with a VSS capable of recording and retrieving an image to assist in offender identification, apprehension and prosecution. At a minimum, hotel/motels, convenience stores, with and without fuel sales, or tobacco stores shall:

1. Have two color digital high-resolution surveillance cameras inside the hotel/motel, convenience store, with and without fuel sales, or tobacco store. One surveillance camera shall have an overall view of the counter/register area and the other surveillance camera shall have a view of the main entrance/exit area. The entrance/exit area surveillance camera shall be placed to provide a clear and identifiable full frame of the filmed individuals face and all cameras shall remain unobstructed by any display sign or other item; and
 2. Have at least two digital high-resolution surveillance camera outside the establishment.
The surveillance cameras shall have an overall view of:
 - a. The parking areas and/or fuel pump areas for convenience stores, with and without fuel sales, or tobacco stores; and
 - b. The entrances to the parking areas for hotels/motels; and
 3. Have a VSS showing the correct date and time of the recording; and
 4. Have a VSS operated at all times, including hours when the hotel/motel, convenience store, with and without fuel sales, or tobacco store is not open for business; and
 5. Have a VSS maintained on a routine basis, not to exceed every six months to ensure that the VSS is working properly at all times; verification of such maintenance, including test digital images produced when the VSS is installed or maintained, retained on the premises and made available for periodic inspection by the business license department or the police department during all hours in which the hotel/motel, convenience store, with and without fuel sales, or tobacco store is open; and
 6. Provide the police department with access to the VSS upon request in connection with crime investigations; and
 7. Have one or more digital video recording devices used to record images from each surveillance camera in the hotel/motel, convenience store, with and without fuel sales, or tobacco store. Each recording device shall be kept in a secured location that is remote from the surveillance cameras. The owner shall maintain a library of the recorded digital images for not less than seven days; and
 8. Have posted at all public entrance/exit signs or decals indicating that surveillance cameras are in use.
- D. Exterior Lighting Required. All exterior areas of hotels/motels, convenience stores, with and without fuel sales, or tobacco stores shall be lighted in accordance with Section 14-508 of the Unified Development Ordinance.
- E. Exemption. A hotel/motel, convenience store, with and without fuel sales, or tobacco store may apply to the Chief of Police, or designee, for exemption from the provisions of this section if that hotel/motel, convenience store, with and without fuel sales, or

tobacco store has undertaken alternate measures which are substantially equal to or more effective in preventing criminal activity and assisting in the apprehension of the perpetrator and for protecting employees. If the Chief of Police, or designee, approves such alternative measures submitted by the hotel/motel, convenience store, with and without fuel sales, or tobacco stores, then the hotel/motel, convenience store, with and without fuel sales, or tobacco store shall not be required to comply with the provisions of this section for as long as the approval of the Chief of Police or designee is effective. If the application for exemption is denied by the Chief of Police or designee, the hotel/motel, convenience store, with and without fuel sales, or tobacco store may then appeal to the City Council for further review of the application for exemption and the decision of the City Council shall be final, except, to such extent the same may be changed by judicial review.

- F. Effective Date of Requirements. All hotels/motels, convenience stores, with and without fuel sales, or tobacco stores commencing operations from and after the effective date of the ordinance codified in this section shall immediately comply with all the provision upon opening its doors to the public. All convenience store, with and without fuel sales, or tobacco stores in operation (doors open to the public on a regular and continuous basis) prior to the effective date of the ordinance codified in this section shall comply with all provisions of this chapter no later than January 1, 2017. All hotels/motels in operation (doors open to the public on a regular and continuous basis) prior to the effective date of the ordinance codified in this section shall comply with all provisions of this chapter no later than July 1, 2018.

Secs. 5.01.029—5.01.999. Reserved.”

SECTION 3. That the title of Chapter 5 is hereby amended as follows:

“Chapter 5
BUSINESS ~~AND OCCUPATION~~ LICENSES”

SECTION 4. That all other parts and provisions of the City Code shall be in full force and effect unless previously or subsequently amended or repealed.

SECTION 5. That correction of any scriveners’ errors identified within these articles are hereby authorized by this ordinance.

PASSED THIS 20th DAY OF May, 2024, BY THE CITY
COUNCIL OF THE CITY OF INDEPENDENCE, MISSOURI.



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

ATTEST:

Suzanne Howard
City Clerk

APPROVED - FORM AND LEGALITY:

J. M. Ce
City Counselor

REVIEWED BY

Zachary Walker
City Manager



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

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

24-037 2R An ordinance approving the petition to establish the Fairmount Community Improvement District, establishing the district, and making findings and authorizing actions related to establishment of the district. 2R **PASSES 7-0 Ord. No. 19554**

Recommendations:

Staff recommends approval.

Background:**Executive Summary:**

Petitioners representing more than fifty percent (50%) per capita of all owners of the district, and land owners within the District collectively owning more than 50% by assessed valuation have submitted a Petition to Establish the Fairmount Community Improvement District (the "Petition"), which encompasses property located generally south of US Highway 24, bounded by residential properties and S Huttig Avenue on the west, residential properties on the south, continues south generally down S Northern Boulevard to E 9th Street S and bounded by N River Boulevard on the east.

The Petition requests the imposition of a 1% sales tax within the District. The sales tax revenues generated will supply revenue to finance the project-specific public improvements and public services detailed in the Petition.

The Petition meets the requirements laid out in the City's economic development incentives policy and is in compliance with the Missouri State Statutes.

Background:

The Petitioners seek to finance public improvements and services within the District, which are detailed in Section III - Five Year Plan in the Petition. These include capital improvements within the District, which could include streetscape, lighting, public benches or other seating, trash receptacles, marquees, awnings, canopies, walls, barriers, public parking lots and facilities, public art, gateway markers at key intersections, other improvements to alleviate blight in the District. Further, revenues will be used for public services within the District, including marketing of the District, including the promotion of tourism, seasonal decorations, newsletters, banners and signage and the promotion, organization and funding of special events and security services, among others.

The Petitioners are seeking a blight funding for the District, which is attached as Exhibit D to the Petition. The Blight Study states that District is blighted due to a predominance of insanitary or unsafe conditions and the deterioration of site improvements. The Blight Study concludes that the existence of these factors constitutes an economic or social liability in its present condition and use, in accordance with the CID Act.

The maximum length of time for the existence of the District is 27 years from the date upon which the ordinance creating the District is approved by the City. This is the statutory maximum length of time for the existence of a District under the CID Act, unless extended in accordance with the CID Act.

Approval of the CID Petition and the District is conditioned upon the District entering into a cooperative agreement with the City, upon terms and conditions mutually acceptable to the City and District, which provides for implementation of the District, the process for reimbursement of eligible District costs and expenses and other matters as mutually determined by the City and District. No payment or reimbursement of District costs and expenses shall occur and no disbursement of District revenues shall occur until the cooperative agreement is approved and executed by the City and the District. Failure of the District to enter into such agreement within 6 months following the effective date of this Ordinance shall nullify and render void the approvals granted in this Ordinance upon such declaration by the City Council.

Emergency Justification:

Fiscal Impact:

Council Action:

Department / Contact	Community Development /
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REVIEWERS

ATTACHMENTS:

1. Draft Ordinance
2. Petition - FINAL
3. 20240524Ord. No. 19554103825

Bill No. _____

Ordinance No. _____

AN ORDINANCE APPROVING THE PETITION TO ESTABLISH THE FAIRMOUNT COMMUNITY IMPROVEMENT DISTRICT, ESTABLISHING THE DISTRICT, AND MAKING FINDINGS AND AUTHORIZING ACTIONS RELATED TO ESTABLISHMENT OF THE DISTRICT.

WHEREAS, Sections 67.1401 to 67.1571 RSMo, as amended (the “**CID Act**”), authorize the governing body of any city, upon presentation of a proper petition requesting the formation and after a public hearing, to adopt an ordinance establishing a community improvement district; and

WHEREAS, the City of Independence, Missouri (the “**City**”) is a charter city and a political subdivision of the State of Missouri, duly created, organized and existing under and by virtue of the Constitution and laws of the State of Missouri;

WHEREAS, property owners within the proposed community improvement district have filed with the Independence City Clerk (the “**City Clerk**”) a petition to establish the community improvement district pursuant to the CID Act, entitled “Petition to Establish the Fairmount Community Improvement District” (the “**Petition**”);

WHEREAS, the City Clerk verified that the Petition substantially complies with the CID Act, submitted the verified Petition to the City Council and set a public hearing with all proper notice being given in accordance with the CID Act or other applicable law;

WHEREAS, none of the signatures of the signers of the Petition were withdrawn within seven days after the Petition was filed with the City Clerk;

WHEREAS, all the real property included in the Fairmount Community Improvement District (the “**District**”) is entirely located within the City of Independence;

WHEREAS, the applicants seek that the property within the District be declared a blighted area pursuant to the CID Act;

WHEREAS, on May 6, 2024, the City Council held a public hearing at which all persons interested in the formation of the District were allowed an opportunity to speak; and

WHEREAS, the Petition being fully heard before the City Council, the City Council now desires to approve the Petition, establish the District and take other actions related to establishment of the District.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF INDEPENDENCE, MISSOURI, as follows:

SECTION 1. All terms used in this Ordinance shall be construed as defined in the CID Act and the Petition.

SECTION 2. The City Clerk has verified that the Petition substantially complies with all submission requirements of the CID Act.

SECTION 3. The Petition, a copy of which is on file with the City Clerk, is hereby approved and the District is hereby established within the City as a political subdivision of the State of Missouri. The District includes the contiguous tracts of real estate as described in the Petition and shown on the map set forth in the Petition.

SECTION 4. As set forth in the Petition, the District shall be governed by a board of directors consisting of five (5) members who will be named by the Mayor as provided in the Petition and whose successors shall be appointed as provided in the Petition.

SECTION 5. The District's Board of Directors shall have authority to establish a sales tax within the District as set forth in the Petition and in conformance with the CID Act.

SECTION 6. The District shall have and possess without limitation such powers authorized under the CID Act and as set forth or otherwise limited in the Petition.

SECTION 7. The maximum length of time for existence of the District shall be twenty-seven (27) years following the effective date of this Ordinance, which may be extended by the City pursuant to the CID Act, unless and until terminated earlier in accordance with the CID Act.

SECTION 8. The Council hereby finds that the property within the District area is a Blighted Area as defined in the CID Act. The Council's determination that the property in the District area is a Blighted Area is based on the Blight Study submitted to the City and included in the Petition as Exhibit D, and the Council hereby concludes that, by reason of the predominance of insanitary and unsafe conditions and the deterioration of site improvements, the property in the District area constitutes an economic and social liability in its present condition and use. The District may exercise the additional powers granted by the CID Act within the District area to remediate the blighting conditions.

SECTION 9. The City Clerk is hereby directed to prepare and file with the Missouri Department of Economic Development (the "**Department**") and the State Auditor the report specified in subsection 6 of Section 67.1421 of the CID Act, substantially in the form provided by the Department.

SECTION 10. Approval of the Petition and the District by this Ordinance is conditioned upon the District entering into a cooperative agreement with the City, upon terms and conditions mutually acceptable to the City and District, which provides for implementation of the District, the process for reimbursement of eligible District costs and expenses and other matters as mutually determined by the City and District. No payment or reimbursement of District costs and expenses shall occur and no disbursement of District revenues shall occur until the cooperative agreement is approved and executed by the City and the District. Failure of the

District to enter into such agreement within six (6) months following the effective date of this Ordinance shall nullify and render void the approvals granted in this Ordinance upon such declaration by the City Council.

SECTION 11. City staff, the City's special legal counsel, and other appropriate City officials are hereby authorized to take any and all actions as may be deemed necessary or convenient to carry out and comply with the intent of this Ordinance and to execute and deliver for and on behalf of the City all certificates, instruments, and agreements or other documents as may be necessary, desirable, convenient, or proper to perform all matters authorized herein.

SECTION 12. It is hereby declared to be the intention of the City Council that each and every part, section and subsection of this Ordinance shall be separate and severable from each and every other part, section and subsection hereof and that the City Council intends to adopt each said part, section and subsection separately and independently of any other part, section and subsection. In the event that any part, section or subsection of this Ordinance shall be determined to be or to have been unlawful or unconstitutional, the remaining parts, sections and subsections shall be and remain in full force and effect, unless the court making such finding shall determine that the valid portions standing alone are incomplete and are incapable of being executed in accord with the legislative intent.

SECTION 13. This ordinance shall be in full force and effect ten (10) days after the date of its passage and approval.

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

Presiding Office 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

April 1, 2024

Susanne Holland
City Clerk
City of Independence
111 East Maple Street
Independence, MO 64050

Re: Fairmount Community Improvement District Petition

Dear Ms. Holland:

Pursuant to Section 67.1421 R.S. Mo please find the attached petition for formation of the Fairmount Community Improvement District (Fairmount CID). Please verify the sufficiency of the petition and advise when it will be presented to the City Council for consideration.

The Fairmount CID is the result of many hours of work by members of the Fairmount community and business leaders. The Community Service League of Independence (CSL) led by Doug Cowan has acted as the organizer of this undertaking. With the approval of the Fairmount CID, it is expected that the work the District undertakes will make Fairmount a better place to work and live.

Thank you for your assistance with this matter.

Sincerely,



William B. Moore

Cc: Doug Cowan

{34375 / 72117; 1017408. }

**PETITION TO ESTABLISH
THE
FAIRMOUNT COMMUNITY IMPROVEMENT DISTRICT**

INDEPENDENCE, JACKSON COUNTY, MISSOURI

April 1, 2024

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EXHIBITS

EXHIBIT A DISTRICT LEGAL DESCRIPTION

EXHIBIT B DISTRICT BOUNDARY MAP

EXHIBIT C FIVE YEAR PLAN'S ESTIMATE OF REVENUES AND COSTS OF
IMPROVEMENTS AND SERVICES

PETITION TO ESTABLISH THE FAIRMOUNT COMMUNITY IMPROVEMENT DISTRICT

This petition ("Petition") is submitted in accordance with Section 67.1401, RSMo, through Section 67.1571, RSMo, otherwise known as the Missouri Community Improvement District Act (the "Act"), by those persons and entities whose signatures appear below (the "Petitioners"). The Petitioners request that the City Council (the "City Council") of the City of Independence, Missouri, establish a community improvement district (the "District") in the City of Independence, Jackson County, Missouri (the "City") in accordance with this Petition.

I. PETITIONERS

The Petitioners represent more than fifty percent (50%) per capita of all owners of the District Land and District Land owners collectively owning more than fifty percent (50%) by assessed value of the District Land.

II. DESCRIPTION OF THE DISTRICT

A. Legal Description

The District includes all of the real property (the "District Land") legally described in Exhibit A (the "District Legal Description") attached to this Petition.

B. Boundary Map

A map illustrating the general boundaries of the District is attached to this Petition as Exhibit B (the "District Boundary Map").

C. Name of District

The name of the District shall be the Fairmount Community Improvement District.

D. Notice to Petitioners

The signatures of Petitioners signing this Petition may not be withdrawn later than seven days after this Petition is filed with the City Clerk.

III. FIVE YEAR PLAN

A. Purposes of the District

The District shall serve the following purposes (the "District Purposes"):

- (a) facilitating development within the District by providing, or causing to be provided, certain improvements and services (collectively, the

- “Eligible Services”) described in Paragraph B of this Article for the benefit of the District;
- (b) issuing obligations, (“Bonds”) provided that the City will not be asked to issue obligations on behalf of the District, or obtaining any other sort of financing allowed under the Act to finance: (1) the costs of the Eligible Services, (2) other costs incurred by the District to carry out the District Purposes, and (3) costs of financing, including but not limited to: (a) costs of issuance, (b) capitalized interest, and (c) debt service reserves;
 - (c) coordinating with public and private entities to plan and implement the Eligible Services; and
 - (d) imposing and collecting a sales tax authorized pursuant to this Petition and the Act.

B. Improvements and Services

The Eligible Services shall include, but are not necessarily limited to, the following:

1. Capital Improvements and Maintenance

The District may construct, reconstruct, install, repair, maintain, and equip (or cause such services to be undertaken) capital improvements within the District including, but not limited to: streetscape, lighting, public benches or other seating furniture, trash receptacles, marquees, awnings, canopies, walls, barriers, public parking lots and facilities, public art, and any other useful, necessary or desired improvement authorized under the Act, including, without limitation, gateway markers at key intersections within the District. In accordance with the Act, the District may take such actions to remediate any blighting conditions within the District’s boundaries, which may include contracting with private property owners within a blighted area to demolish and remove, renovate, or rehabilitate any building or structure owned by such private property owner and to spend District revenues or loan funds provided that the City Council determines that action to be taken pursuant to any such contract is reasonably anticipated to remediate the blighting conditions and will serve a public purpose.

2. Marketing and Public Relations

The District may prepare and implement one or more programs designed to attract patrons, visitors, tourists, employees, businesses, investors, residents, and other invitees to the District by promoting the image and marketability of the District including, but not necessarily limited to, the following:

- (a) promotion of the history of the District area;

- (b) production and promotion of any tourism, recreational activity or cultural activity or special event in the District by, but not limited to, advertising, decoration of any public place in the District, promotion of such activity and special events, and furnishing music in any public place;
- (c) preparation and distribution of newsletters;
- (d) preparation and distribution of District maps and directories;
- (e) provision and maintenance of seasonal decorations;
- (f) provision and maintenance of banners and signage; and
- (g) promotion, organization and funding of special events.

3. Administration and Operations

The District may provide and/or contract for managerial, engineering, legal, technical, clerical, accounting, financial consulting, and other assistance deemed necessary or desirable by the District to meet the District Purposes, including, but not necessarily limited to, the following:

- (a) financing the costs of creating and operating the District;
- (b) managing the District's budget and personnel;
- (c) maintaining insurance for the District;
- (d) contracting for legal counsel on matters pertaining to the District;
- (e) imposing and collecting a sales tax as authorized pursuant to this Petition and the Act;
- (f) obtaining grants and other funds to pay for the costs incurred to meet the District Purposes;
- (g) coordinating meetings, events, and the dissemination of additional information necessary or desirable to meet the District Purposes; and
- (h) publishing promotional brochures necessary or desirable to meet the District Purposes.

4. Maintenance

The District may provide cleaning and maintenance services to public areas within the District to improve the appearance and image of the District. Such services may include, but are not necessarily limited to:

- (a) providing litter removal and cleaning of common areas, trash containers, alley ways, streets, and sidewalks within the District;
- (b) monitoring of City services;
- (c) providing landscaping care, maintenance, weed abatement, and providing and/or replacing landscaping;
- (d) providing cleaning, maintenance, and other services to public and private property;
- (e) providing graffiti removal; and
- (f) providing other beautification efforts designed to improve the District's appeal, and encourage private investment within the District.

5. Investment

The District may assist in attracting additional public or private investment in the District. Such assistance may include, but is not necessarily limited to, the following:

- (a) conducting or contracting for the completion of market research and/or financial analysis;
- (b) supporting business activity and economic development in the District including, but not limited to, the promotion of business activity, development and retention, and the recruitment of developers and businesses;
- (c) preparing or contracting for the preparation of investor marketing packages;
- (d) applying for grants and other public and private assistance; and
- (e) loan money as provided in the Act.

6. Security Services

The District may employ and/or contract for the provision of security personnel, equipment, or facilities for the protection of property and persons within the District, including, but not limited to, the provision of:

- (a) armed patrol areas, building checks, alarm calls, security escorts, and a central dispatch system for the District;
- (b) security training for the District's personnel, agents and independent contractors;
- (c) two-way radios, vehicles, security uniforms and traffic bollards; and
- (d) programs to educate property owners, tenants, and residents within the District.

7. Additional Improvements and Services

The District shall be authorized to provide for any and all desired services and improvements, and shall have all rights needed to provide those desired services and improvements, up to and including any desired service and improvement right not specifically limited, or prohibited, by this Petition or the Act.

C. Estimate of Revenues and Costs of Improvements and Services

The commencement of the Eligible Services and the levy and collection of the Sales Tax are anticipated to occur within the first year of the District's existence. The term of the Sales Tax is anticipated to be 27 years or the life of the District, whichever is longer. The Five Year Plan's estimate of revenues from the collection of the Sales Tax, and estimated costs related to the provision of the Eligible Services are shown on Exhibit C attached to this Petition.

IV. GOVERNANCE OF THE DISTRICT

A. Type of District

The District shall be a separate political subdivision and shall have all of the powers granted to and/or exercisable by a community improvement district according to the Act, except as limited by this Petition. The District shall comply with all state statutory requirements of a political subdivision including, but not limited to: (1) State of Missouri open meeting and records law; (2) procurement and public improvement contracting laws, including prevailing wage requirements; and (3) annual comprehensive financial audit.

B. Board of Directors

1. Number

The District shall initially be governed by a Board of Directors (the "Board") consisting of five (5) members.

2. Qualifications

The Initial Directors of the Board shall be comprised of those individuals listed in Paragraph 3 of this Article. Successor directors ("Successor Directors") shall be appointed in accordance with Paragraph 5 of this Article. Each Initial Director and Successor Director shall meet the following requirements:

- (a) be at least 18 years of age;
- (b) be a Missouri resident for at least one year prior to taking office and as long as required by the Missouri Constitution or by state statute;
- (c) be either an owner of real property ("Owner") within the District, or such Owner's representative, or an owner of a business ("Operator") operating within the District, or such Operator's representative; and
- (d) except for the Initial Directors named in this Petition, be nominated according to a slate submitted by the Board to the Mayor of the City and the City Council according to the nominating procedures set out below.
- (e) At least one director must be someone who (1) resides within the City. (2) is qualified to vote. (3) has no financial interest in any real property or business in the District, and (4) is not a relative to an owner of real property or a business within the District.

3. Initial Directors

In accordance with Section 67.1451.6, RSMo of the Act, the Initial Directors to serve on the Board, and their respective terms, will be

NAME	TERM (in years)
<i>Cyril J. Wrabec</i>	4
<i>Jennifer Manuleleua</i>	4
<i>Josko Wrabec</i>	2
<i>Matt McNamara</i>	2
<i>Marciela Gomez-Yanez (Independent)</i>	2

4. Terms

Each Initial Director named above shall serve for the term set forth opposite his/her name or until his/her successor is appointed in accordance with this Petition. Each Successor Director shall serve a four-year term or until his/her successor is appointed in accordance with this Petition. If, for any reason, a director is not able to serve his/her full term, the remaining directors shall elect an interim director to fill the vacancy of the unexpired term.

Notwithstanding anything to the contrary, any Initial Director's or Successor Director's (collectively, "Director") failure to continually meet the qualification requirements set forth in Paragraph 2 of this Article, either in a Director's individual capacity or in a Director's representative capacity, shall constitute cause for the Board to take appropriate action to remove said Director.

5. Slate

The Board shall select the slate of nominated individuals as follows:

- (a) Individuals meeting the qualifications set out in this Petition for Successor Directors must be nominated by at least two sitting Directors; and
- (b) The Directors shall then vote for a slate of nominees who shall consist of a number sufficient to fill all of the expiring terms and/or additional terms, as applicable, and the Board shall submit the approved slate to the City Clerk.

6. Successor Directors

Successor Directors shall be appointed by the Mayor of the City with the consent of the City Council by resolution, and the slate submitted by the Board to the City Clerk shall serve as recommendations for such appointments. Such appointment shall be at the discretion of the Mayor, subject to each and every qualification stated in this Petition.

7. Termination

Any Director may be removed for cause by a two-thirds affirmative vote of the Board. Written notice of the proposed removal shall be given to all Directors prior to action thereon.

8. Compensation

No Director shall receive compensation for performing their official duties as a member of the Board, except that the District may reimburse Directors for reasonable and actual expenses incurred in the performance of their official duties as may be permitted in the Act.

V. ASSESSED VALUE

The total assessed value of all of the real property within the District is \$4,810,477.

VI. BLIGHT DETERMINATION

The petitioners are seeking a determination that the District land is a blighted area.

VII. LIFE OF DISTRICT

The life of the District shall be for a minimum of twenty-seven (27) years following the effective date of the Ordinance establishing the District, after which, the District may be extended by the City pursuant to Section 67.1481.6 of the Act.

VIII. REAL PROPERTY TAXES AND BUSINESS LICENSE TAXES

The District is not authorized to levy a real property tax or a business license tax.

IX. SPECIAL ASSESSMENTS

The District is not authorized to levy a special assessment.

X. SALES TAX

The District may by resolution of the Board, and in accordance with the Act, impose a District-wide sales tax not to exceed one percent (1.0%) upon all eligible retail sales within the District.

XI. LIMITATIONS ON BORROWING CAPACITY, REVENUE GENERATION AND DISTRICT POWERS

There shall be no limitations on the District's borrowing capacity, revenue generation, or powers.

XII. REQUEST TO ESTABLISH DISTRICT

By execution and submission of this Petition, the Petitioners request that the City Council establish the District as set out in this Petition.

XIII. SEVERABILITY

If any provision of this Petition shall be held or determined to be invalid, inoperative or unenforceable as applied in any particular case, or in all cases, because it conflicts with any other provision or provisions of this Petition or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance, or of rendering any other provision contained in this Petition invalid, inoperative or unenforceable to any extent whatsoever.

EXHIBIT A

DISTRICT LEGAL DESCRIPTION

FABIAN & KAREN BAUER / 26-310-04-04-01-0-00-000 & 26-310-05-10-00-0-00-000

All of Lots 5 and 6, and all that part of the North half of the vacated alley lying south of and adjacent to said Lots, Block 1, Idlewild Park, a subdivision in Independence, Jackson County, Missouri, except that part described as follows: Beginning 0.28 feet West of the Northwest corner of Lot 3, Block 1, in said Idlewild Park addition, thence West 75 feet; thence South 152.5 feet more or less to the center of vacated alley; thence East to a point 0.26 feet West and 7.5 feet South of the Southwest corner of said Lot 3; thence North to the beginning. Also, subject to that part in US 24 Highway and that part in North Grand Avenue. Lots 13, 14, 15 and 16, Block 2, Idlewild Park, a subdivision in Independence, Jackson County, Missouri, according to the recorded plat thereof.

FRKE PROPERTIES LLC / 26-310-05-01-00-0-00-000

Lots 1 and 2 and the East 40 feet of Lot 3, all in Block 2, IDLEWILD PARK, in the City of Independence, Jackson County, Missouri.

QUARTER KING LLC / 26-320-05-05-00-0-00-000

Beginning at a point 40 feet South and 427 feet East of the Northwest corner of Section 3, Township 49, Range 32, in Independence, Jackson County, Missouri; thence East 155 feet; thence South 185 feet; thence West 155 feet; thence North 185 feet to the point of beginning.

SILVER SHIELD LLC / 27-110-02-06-01-0-00-000

Tract I: Lots 1, 2, 3, 4, 22 and 23, Fairmount Highlands, a subdivision in Independence, Jackson County, Missouri, according to the recorded plat thereof, except any part thereof taken or used for public roads. Tract II: All of Lots 1 and 2 and that part of Lot 3, lying west of the Westerly right-of-way line of the public road described in the deed recorded in Book 1257, Page 592, in the office of the Recorder of Deeds for Jackson County, Missouri, at Independence, in Dagmar Addition, a subdivision in Independence, Jackson County, Missouri, except any part thereof taken or used for public roads.

CITY OF INDEPENDENCE / 27-110-06-01-00-0-00-000

Fairmount Highlands; Lot 26 (ex pt in hwy)

COMMUNITY SERVICE LEAGUE / 27-110-05-03-00-0-00-000

That part of the Northwest Quarter of the Northeast Quarter of Section 4, Township 49, Range 32, in Independence, Jackson County, Missouri, described as follows: Beginning at a point on the West line of said Quarter Quarter Section, said point being 55.21 feet South of the Northwest corner thereof, said point also being on the South Right of Way line of U.S. Highway No. 24 as now established; thence South 89 degrees 07 minutes 15 seconds East along said South line a distance of 205.00 feet; thence South a distance of 225.00 feet; thence North 89 degrees 07 minutes 15 seconds West a distance of 205.00 feet to the West line of said Quarter Quarter Section; thence North along said West line a distance of 225.00 feet to the Point of Beginning.

AGT PROPERTY MANAGEMENT LLC / 27-120-01-17-00-0-00-000

All of Lots 1, 2, 3, 4, 5 and 6, and all of lot 21, except that part described as follows: Beginning at the Southeast corner of Lot 20; thence Southeasterly parallel with the Easterly line of Northern Boulevard to the Northerly line of the Kansas City Southern Railroad; thence Westerly along the Northerly line of the Kansas City Southern Railroad to the Easterly line of Northern Boulevard; thence Northwesterly with Northern Boulevard 207.16 feet to the Southwest corner of said Lot 20; thence East along the South line of Lot 20, 200 feet to the Point of Beginning, all in Mid-City Subdivision, a subdivision of land in Independence, Jackson County, Missouri. All of Lot 7, Mid-City Subdivision, a subdivision in Independence, Jackson County, Missouri.

PAUL J WRABEC CO / 27-120-01-24-00-0-00-000

All of Lot Eight (8) and Lot Nine (9), except the West Five (5) feet of said Lot Nine (9), Mid-City Subdivision, a subdivision in Independence, Jackson County, Missouri.

BURTON STREET DOLPHINS LLC / 27-120-01-22-00-0-00-000

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Lots 10, 11, 13, 14 and the West 5 feet of Lot 9, and all of Lot 12, except: Beginning at the Northwest corner of said Lot 12; thence East 29.48 feet; thence South 76 feet to point in Westerly line to Northwest corner thereof, Mid-City Subdivision, a subdivision in Independence, Jackson County, Missouri.

PINK CAP LLC / 27-120-02-02-00-0-00-000 & 27-120-02-05-00-0-00-000

Lots 3, 4, 5, 6 and 7, except that part in Lot 7 taken for street purposes, Block 1, Hutchins Park, a subdivision in Independence, Jackson County, Missouri, according to the recorded plat thereof.

FAIRMOUNT REDEVELOPMENT CORP / 27-120-07-03-00-0-00-000

The West 35 feet of Lot 373 and the North 25 feet of the West 35 feet of Lot 374, Fairmount, a subdivision partly in Sugar Creek, partly in Independence, wholly in Jackson County, Missouri. (Said premises in question being wholly in Independence, Jackson County, Missouri).

TRUMAN MEDICAL / 27-120-07-36-00-0-00-000 & 27-120-07-37-00-0-00-000

The East 35.02 feet of Lot 440 and that part of Lot 439 described as follows: Beginning at the Northeast corner of Lot 439; thence West 35 feet; thence South 25 feet; thence East 35 feet; thence North 25 feet to the point of beginning, Fairmount, now known as, part of Lot 1, Fairmount Medical Clinic, a subdivision in Independence, Jackson County, Missouri, according to the recorded plat thereof.

MIGUEL A. ARIAS / 27-120-08-01-00-0-00-000

Lots 441 to 445, both inclusive, Fairmount, a subdivision in Independence, Jackson County, Missouri.

STRUCTURAL GLASS SYSTEMS INC. / 27-120-08-04-00-0-00-000

All of a tract beginning at the Northwest corner of Lot 497, FAIRMOUNT, thence East 45 1/10 feet; thence South 90 feet; thence West to the East line of Huttig Avenue; thence Northwesterly along the East line of Huttig Avenue to the point of beginning, located in Independence, Jackson County, Missouri.

WIKUPUA PROPERTIES LLC / 27-120-17-02-00-0-00-000

Beginning at a point 356.16 feet West of the East line and 1701.92 feet North of the South line of the Northwest Quarter (1/4) of Section 4, Township 49, Range 32, said point being on the East line of Northern Boulevard as shown on the plat of Hutchins Park; thence in a Northerly direction along the Easterly line of Northern Boulevard on a curve to the left (having a radius of 1030 feet) 100 feet to a point on the Southerly line of the right of way of Kansas City Southern Railroad 30 feet from the center line thereof; thence in an Easterly direction along the line of said right of way on a curve to the left (having a radius of 633.8 feet) 167.07 feet; thence South 9 degrees 22 minutes East 20 feet; thence in a North-easterly direction parallel to and 50 feet from said center line and on a curve to the left (having a radius of 653.8 feet) 95.66 feet; thence South 158.25 feet; thence West 263.25 feet; thence North 4 degrees 03 minutes East along the Easterly line of Northern Boulevard 8.00 feet; thence in a Northerly direction on a curve to the left (having a radius of 1030 feet) 42.02 feet to the point of beginning in Independence, Jackson County, Missouri

801-901 SOUTH NORTHERN BOULEVARD LLC / 27-120-18-01-00-0-00-000

TRACT 1: A tract of land in the North ½ of Section 4, Township 49, Range 32, in Independence, Jackson County, Missouri, described as follows: Commencing at the Northwest corner of Lot 1, Northern Heights, a subdivision in Independence, Jackson County, Missouri, according to the recorded plat thereof, said point being on the East right of way line of Northern Boulevard 30 feet from the center line thereof; thence along said East right of way line parallel to and 30 feet from said center line north 4 degrees 03 minutes East 342.64 feet to a point on the Southwesterly line of the former right of way of the Kansas City Southern Railway Company which is the true point of beginning of this tract and which point is also 33 feet measured at right angles from said former railroad right-of-way center line; thence continuing along the East line of said former right of way North 4 degrees 03 minutes East 46.8 feet to a point at center line station 448+21.94 of said former railroad right of way which point is also 2620.49 feet measured southeasterly along said center line from railroad mile post 8-E; thence continuing along said Northern Boulevard's East right of way line North 4 degrees 03 minutes East 47.12 feet to a point on the Northeasterly line of said former railroad right of way which point is also 33 feet measured at right angles from said center line; thence parallel to said center line in a southeasterly direction along a curve to the left (having a radius of 2831.92 feet) 294.4 feet to station 450+85.8 at the point of tangent of said railroad survey; thence along said former railroad right of way line south 45 degrees 48 minutes east 204.2 feet to railroad station 452+90; thence continuing south 45 degrees 48 minutes east parallel to and 33 feet from said center line a distance of 80 feet to railroad station 453+70; thence at right angles to last above course south 44 degrees 12 minutes west 91 feet to a point which is 58 feet southwesterly from, measured at right angles to, said railroad center line; thence parallel to and 58 feet southwesterly from said center line north 45 degrees 48 minutes west 80 feet to said railroad station 452+90; thence north 44 degrees 12 minutes east 25 feet; thence parallel to and 33 feet from said center line north 45 degrees 48 minutes west 204.2 feet to the point of curve of said railroad at station 450+85.8; thence parallel to said center line in a northwesterly direction along a curve to the right

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(having a radius of 2897.92 feet) 233.57 feet to the true point of beginning. TRACT 2: That part of the north half of section 4, township 49, range 32, Independence, Jackson County, Missouri, described as follows: commencing at a point in the centerline of Northern Boulevard, as said centerline is shown on the diagram of the recorded plat of Northern Heights, a subdivision in Independence, Jackson County, Missouri, according to the recorded plat thereof, which point is north 45 degrees 48 minutes west 183.15 feet from the northeast corner of said lot 1; thence south 45 degrees 48 minutes east, 39.24 feet to a point on the east line of said Northern Boulevard, said point being the point of beginning; thence along the northeasterly line of lot 1 of said subdivision and the prolongation of said line a distance of 370.91 feet to the northwest corner of lot 15, Timber Lane, a subdivision in Independence, Jackson County, Missouri, according to the recorded plat thereof; thence east (along the north line of said lot 15) parallel with the north line of Truman Road a distance of 131.75 feet to a point (which is the northeast corner of said lot 15) on the east line of the northwest quarter of section 4, township 49, range 32; thence south along said quarter section line a distance of 217.14 feet to a point 665 feet north of the south line of the northeast quarter of section 4, township 49, range 32; thence east parallel to and 665 feet north of the south line of said northeast quarter a distance of 460 feet, more or less to a point in the southwesterly line of the former right of way of the Kansas City Southern Railway Company; thence Northwesterly along said former right of way line a distance of 655 feet, more or less, to the point at which the former railroad right of way widens to 116 feet; thence southwesterly along said former railroad right of way line a distance of 25 feet; thence northwesterly along said former railroad right of way line a distance of 80 feet to the point at which said former railroad right of way narrows to 66 feet; thence northeasterly along said former railroad right of way line a distance of 25 feet; thence northwesterly along said former railroad right of way line a distance of 430 feet, more or less, to a point on the east right of way line of Northern Boulevard; thence south 4 degrees 03 minutes west along said right of way line a distance of 340 feet, more or less, to the point of beginning. TRACT 3: That part of property located upon the abandoned Kansas City Southern Railroad right of way which is east of the right of way line of Northern Boulevard and North of a parallel line 665 feet north of the south line of the northeast quarter of section 4, township 49, range 32, said part of property being contiguous to the following described tract of land, to wit: part of the north half of section 4, township 49, range 32 in Independence, Jackson County, Missouri described as follows: beginning at the northwest corner of lot 1, Northern Heights, a subdivision in Independence, Jackson County, Missouri, according to the recorded plat thereof; thence south 45 degrees 48 minutes east along the northeasterly line of said lot 1 and the prolongation of said line a distance of 410.15 feet; thence east, parallel with the north line of Truman Road a distance of 131.75 feet to a point on the east line of the northwest quarter of section 4, township 49, range 32; thence south along said quarter section line a distance of 217.14 feet to a point 665 feet north of the south line of the northeast quarter of section 4, township 49, range 32; thence east and parallel to and 665 feet north of the south line of said northeast quarter a distance of 460 feet, more or less, to a point in the southwesterly abandoned right of way of the Kansas City Southern Railroad; thence northwesterly along said right of way a distance of 655 feet more or less to the point at which the railroad right of way widens to 116 feet; thence southwesterly along said right of way a distance of 25 feet; thence northwesterly along said right of way a distance of 80 feet to the point at which said right of way narrows to 66 feet; thence northeasterly along said right of way a distance of 25 feet; thence northwesterly along said railroad right of way a distance of 430 feet, more or less to a point on the east right of way line of Northern Boulevard; thence South 4 degrees 03 minutes west along said right of way line a distance of 340 feet more or less to the point of beginning.

HWY 24 INVESTMENTS LLC / 15-940-04-10-00-0-00-000

TRACT 1: Lots 3, 4 and 5, Georgian Court, a subdivision in Independence, Jackson County, Missouri, according to the recorded plat thereof. TRACT 2: All that part of the southwest quarter of the southeast quarter of section 34, township 50, range 32, in Independence, Jackson County, Missouri, described as follows: beginning at a point on the west line of River Boulevard 288.38 feet northerly of the point of intersection of the north line of U.S. Highway No. 24 and the west line of River Boulevard; thence north 60.06 feet; the west 420.37 feet; thence south 60 feet; thence east 416.98 feet to beginning. And All that part of the southwest quarter of the southeast quarter of section 34, township 50, range 32, in Independence, Jackson County, Missouri, described as follows: beginning at a point on the center of River Boulevard 268.36 feet northerly of the point of intersection of the north line of U.S. Highway No. 24 and the center line of River Boulevard; thence northerly 20.02 feet along center line of River Boulevard; thence west 447.01 feet; thence south 20 feet; thence east 445.87 to the point of beginning, subject to that part in River Boulevard. And The west 0.64 feet of the following described property: All that part of the southwest quarter of the southeast quarter of section 34, township 50, range 32, in Independence, Jackson County, Missouri described as follows: beginning at a point on the west line of River Boulevard, said point being the intersection of the north line of U.S. Highway No. 24 and the west line of River Boulevard; thence west 400.64 feet to the southeast corner of lot 5, Georgian Court, a subdivision in Independence, Jackson County, Missouri; the north 268.75 feet; thence east 415.87 feet to the west line of River Boulevard; thence south 268.36 feet to beginning. And All that part of the southwest quarter of the southeast quarter of section 34, township 50, range 32, in Independence, Jackson County, Missouri, described as follows: beginning at the intersection of the center line of River Boulevard and the original north line of Independence Avenue (extended as U.S. Highway #24); running the west with said original north line 430 feet; thence north 280 feet; thence east parallel with southeast $\frac{1}{4}$ of said section 34, township 50, range 32, to the center line of River Boulevard; thence southerly along said center line of River Boulevard to the point of beginning, except parts of said tract in said Independence Avenue (extended as U.S. Highway #24) and in said River Boulevard.

BRANDON J FRYER / 27-110-01-03-00-0-00-000 & 27-110-01-02-00-0-00-000

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TRACT 1: all that part of the East ½ of the Northeast ¼ of Section 4, Township 49, Range 32, described as follows: beginning at a point on the southerly line of U.S. Highway No. 24, 436-1/14 feet west and 49.88 feet south of the northeast corner of said section 4; thence south along the east line of lot 3, DAGMAR ADDITION, 175 feet; thence east 232.11 feet; thence north 175 feet to the southerly line of U.S. Highway No. 24; thence westerly along the southerly line of U.S. Highway No. 24, 232.0 feet to the point of beginning, all in Independence, Jackson County, Missouri. TRACT 2: all of lot 3, DAGMAR ADDITION, lying east of Claremont Avenue, a subdivision in Independence, Jackson County, Missouri.

SCHNEIDER BAILEY INC. / 27-110-01-01-01-0-00-000 & 27-110-01-01-02-0-00-000

Tract I: the East 50 feet of the following described tract: all of the Northeast Quarter of the Northeast Quarter of Section 4, Township 49, Range 32, in Independence, Jackson County, Missouri, described as follows: Beginning at a point on the East line of Section 4, said point being 50 feet South of the center line of U.S. Highway 24; thence South along the East line of said Section 175 feet, thence West 204.07 feet; thence North 175 feet to the South line of said Highway 24; thence East 204.7 feet to point of beginning. Tract II: all of the Northeast Quarter of the Northeast Quarter of Section 4, Township 49, Range 32, in Independence, Jackson County, Missouri, described as follows: beginning at a point on the East line of Section 4, said point being 50 feet South of the center line of U.S. Highway No. 24; thence South along the East line of said Section 175 feet, thence West 204.07 feet; thence North 175 feet to the South line of said Highway 24; thence East 204.7 feet to point of beginning, Except the East 50 feet thereof.

ALONSO ALEMAN, ET AL / 26-320-05-08-00-0-00-000

All that part of the Northwest Quarter of Section 3, Township 49, Range 32, in Independence, Jackson County, Missouri, described as follows: Beginning at a point 48.79 feet South of the Northwest corner of Section 3, Township 49, Range 32, said point being on the South line of the right of way of U.S. Highway No. 24 (50 feet from the center line thereof); thence East along the right of way line 272 feet; thence South along the West line of tract described in Book I-237 at Page 346, in the Recorder's Office, 177.27 feet to the Southwest corner thereof; thence West parallel to and 225 feet South of the North line of said Section 273.79 feet to the West line of said Section; thence North 176.21 feet to the point of beginning, except that part in streets or roads.

FCFS MO INC. / 26-320-05-43-00-0-00-000

Tract I: the west half of the following described tract; beginning 40 feet South and 272 East of the Northwest corner of the Northwest Quarter of the Northwest Quarter of Section 3, Township 49, Range 32, in Jackson County, Missouri; thence East 155 feet; thence South 185 feet; thence West 155 feet; thence North 185 feet to beginning, except that part in U.S. Highway No. 24. Tract II: the East half of the following described tract: beginning 40 feet South and 272 feet East of the Northwest corner of the Northwest Quarter of the Northwest Quarter of Section 3, Township 49, Range 32, in Jackson County, Missouri; thence East 155 feet; thence South 185 feet; thence North 185 feet beginning, except that part in U.S. Highway No. 24.

MCDONALDS CORPORATION / 15-930-25-06-00-0-00-000

The south 200 feet of the west 30 feet of Lot 1 and all of Lot 2, Christopher Heights, a subdivision partly in Independence and partly in Sugar Creek and wholly in Jackson County, Missouri, according to the recorded plat thereof.

SARINH SON LLC / 26-320-05-03-00-0-00-000

All that part of the Northwest Quarter of Section 3, Township 49, Range 32, in Independence, Jackson County, Missouri, described as follows: Commencing at the Northwest corner of the Northwest Quarter of Section 3, Township 49, Range 32; thence along the North line of said section due East 733.60 feet (Deed=782 feet); thence South 1 degree 18 minutes 20 seconds East 45.69 feet to the true point of beginning of this tract, said point being on the present South right of way line of Highway 24 (50 feet from the center line thereof); thence along said South right of way line parallel to and 50 feet from said center line South 89 degrees 42 minutes 20 seconds East 200.03 feet; thence along the West line of tract described in Document No. I-255666, South 1 degree 19 minutes 20 seconds East 178.28 feet; thence parallel to and 225 feet South of the North line of said quarter section due West 200 feet; thence along the East line of tract described in Document No. 420555; North 1 degree 18 minutes 20 seconds West 179.31 feet to the true point of beginning.

GARY & ELIZABETH SIMONS / 26-320-05-42-00-0-00-000

A tract of land located in the northwest quarter of the northwest quarter of section 3, township 49, range 32, City of Independence, Jackson County, Missouri, more particularly described as follows: commencing at the northwest corner of the northwest quarter of section 3; thence south 88 degrees 52 minutes 03 seconds east, along the north line of said northwest quarter section, a distance of 984.91 feet; thence south 1 degree 25 minutes 37 seconds west, a distance of 46.71 feet, to a point on the south right of way line of Missouri Highway No. 24, as now established, said point being the POINT OF BEGINNING; thence south 88 degrees 34 minutes 23 seconds east, along said south highway right of way line, a distance of 149.23 feet; thence south 0 degrees 04 minutes 08 seconds east, a distance of 173.99 feet; thence south 88 degrees 34 minutes 23 seconds east, 26 feet north of and parallel with the north line of lot 44, STEWART PLACE, a subdivision of land in Independence, Missouri, according to the recorded plat thereof, a distance of 160.00 feet, to a point on the West right of way line of Forest Avenue, as now established; thence south 0 degrees 04 minutes 08 seconds East,

FAIRMOUNT COMMUNITY IMPROVEMENT DISTRICT

along said west right of way line, a distance of 26.01 feet, to the northeast corner of said lot 44; thence north 88 degrees 34 minutes 23 seconds west, along the north line of said lot 44, a distance of 160.00 feet, to the northwest corner of said lot 44; thence south 0 degrees 04 minutes 08 seconds East, along the West line of said lot 44, a distance of 104.03 feet (meas.) 104.02 feet (plat), to a point on the North line of Lot 43, of said STEWART PLACE; thence north 9 degrees 59 minutes 36 seconds West, along the north line of said lot 43, a distance of 40.00 feet, to the northwest corner of said Lot 43; thence north 40 degrees 09 minutes 30 seconds west, along the northeasterly line of lots 52 and 53, of said STEWART PLACE, a distance of 169.54 feet (meas.) 170.43 (plat) 168.63 feet (deed), to the northeast corner of lot 54 of said STEWART PLACE, thence north 0 degrees 04 minutes 08 seconds west, a distance of 178.16 feet, to the POINT OF BEGINNING. AND All of lot 44, STEWART PLACE, a subdivision in Independence, Jackson County, Missouri.

CASEYS MARKETING COMPANY / 26-320-05-41-00-0-00-000

All that part of the northwest ¼ of the northwest ¼ of section 3, township 49, range 32, in Independence, Jackson County, Missouri, described as follows: beginning at a point on the west right-of-way line of Forest Avenue, as now established, said point being 26.01 feet north of the northeast corner of lot 44, Stewart Place, a subdivision in Independence, Jackson County, Missouri, as measured along said west right-of-way line; thence north 88 degrees 29 minutes 35 seconds west, along a line 26.00 feet north of and parallel to the north line of said lot 44, a distance of 160.06 feet to a point on a line drawn 200.00 feet west of and parallel to the east line of said ¼ ¼ section, as measured at right angles thereto; thence north 0 degrees 0 minutes 0 seconds east along said parallel line, a distance of 173.86 feet to a point on the south right-of-way line of U.S. Highway No. 24 (Independence Avenue), as now established; thence south 88 degrees 31 minutes 31 seconds east, along said south right-of-way line, a distance of 160.05 feet to the intersection of said south right-of-way line with the west right-of-way line of said Forest Avenue; thence south 0 degrees 0 minutes 0 seconds east along said west right-of-way line, a distance of 173.95 feet to the point of beginning.

COLE CV INDEPENDENCE MO LLC / 27-110-04-42-00-00-0-00-000 (NOTE: owner is Verēit Real Estate LP)

Part of lots 7 through 10 inclusive, Fairmount Highlands, a subdivision of land in the northeast quarter of section 4, township 49 north, range 32 west, Independence, Jackson County, Missouri; commencing at the northwest corner of said northeast quarter of section 4; thence S87 degrees 37 minutes 09 seconds E, along the north line of said northeast quarter, a distance of 1082.15 feet to the northerly prolongation of the west line of said lot 10, at a point 1.75 feet left of station 140+61.28; thence S 01 degrees 07 minutes 48 seconds W, along said prolongation, a distance of 51.75 feet to the south boundary line of U.S. Highway No. 24, at a point 50.00 feet right of station 140+62.41; thence S 87 degrees 37 minutes 06 seconds E, along said south boundary line, a distance of 24.82 feet to the point of beginning, at a point 50.00 feet right of station 140+87.22; thence S 87 degrees 37 minutes 06 seconds E, continuing along said south boundary line, a distance of 198.22 feet to a point 50.00 feet right of station 142+85.44; thence S 42 degrees 30 minutes 17 seconds E, continuing along said south boundary line, a distance of 6.78 feet to a point 54.80 feet right of station 142+90.22; thence N 79 degrees 43 minutes 38 seconds W, a distance of 13.12 feet to a point 53.00 feet right of station 142+77.22; thence N 87 degrees 37 minutes 06 seconds W, a distance of 190.00 feet to a point 53.00 feet right of station 140+87.22; thence N 02 degrees 22 minutes 54 seconds E, a distance of 3.00 feet to the point of beginning. Containing 609 square feet, more or less.

WAITS, DENNIS, ET AL / 27-120-02-01-00-0-00-000

Lots 1 and 2, Block 1, Hutchins Park, a subdivision in Independence, Jackson County, Missouri, according to the recorded plat thereof.

KENNETH W. CASEBIER / 27-120-03-01-00-0-00-000

Lots 3 and 4, Block 2, Hutchins Park, a subdivision in Independence, Jackson County, Missouri.

CHAUDHRY KHAN / 27-120-03-18-00-0-00-000

Tract I: Lots One (1) and Two (2), Block Two (2), Hutchins Park, a subdivision in Jackson County, Missouri, according to the recorded plat thereof. Subject to easements, reservations, restriction, party wall agreements, zoning laws, existing leases and tenancies, ad valorem taxes and special assessments now levied or assessed against said land; Subject, further, to all encroachments of the improvements on said land over, on or under any adjoining land. Tract II: Lot One (1) Block Five (5) Hutchins Park, 607 Lake Drive, Independence, Missouri, a subdivision of land in Jackson County, Missouri.

SUPANCIC FRANK / 27-120-06-77-00-0-00-000

Tract I: all of Lots 368, 369, 370, 371 and 372, Fairmount, a subdivision in Independence, Jackson County, Missouri, according to the recorded plat thereof. Tract II: all of Lot 1, Block 6, Hutchins Park, a subdivision in Independence, Jackson County, Missouri, according to the recorded plan thereof. Tract III: the North 20.0 feet of Lot 2, Block 6, Hutchins Park, a subdivision in Independence, Jackson County, Missouri, described as follows: Beginning at the Northwest corner of Lot 2, thence South along the West line of said Lot 2, 20.0 feet; thence East at right angles to the last described course 34.51 feet to the West line of Lake Drive; thence Northwesterly along said West line of Lake Drive 21.34 feet to the Northeast corner of said Lot 2, thence West 27.02 feet to the point of beginning.

LA CUADRA RESTAURANT LLC / 27-120-08-33-00-0-00-000

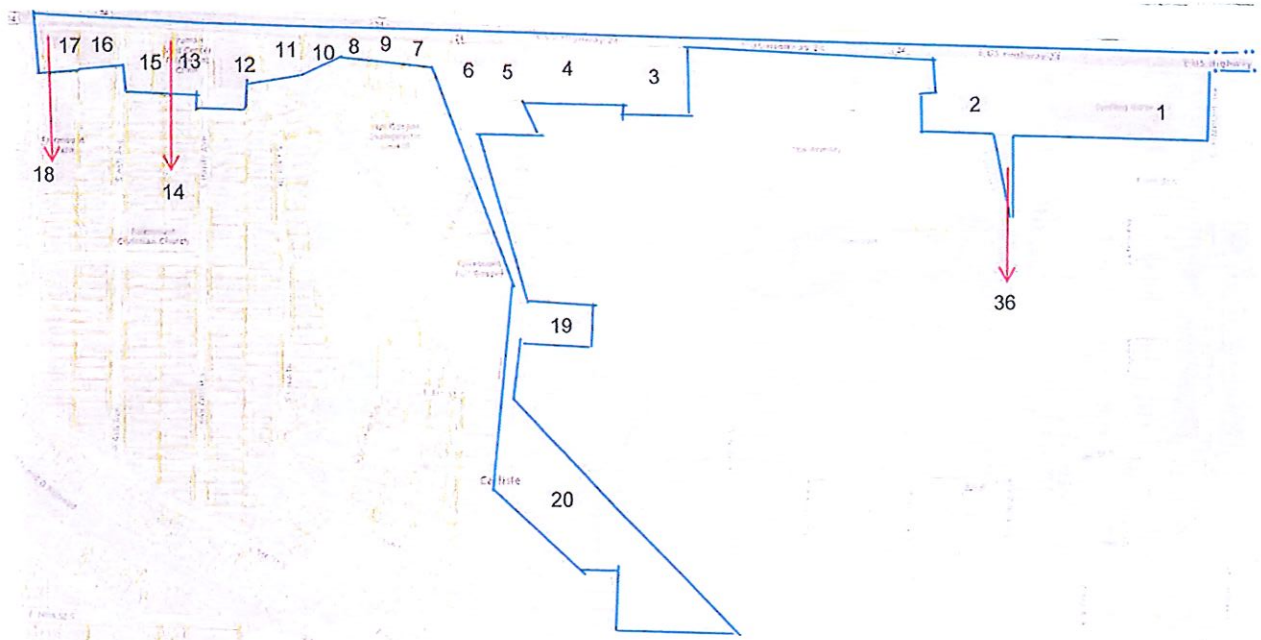
FAIRMOUNT COMMUNITY IMPROVEMENT DISTRICT

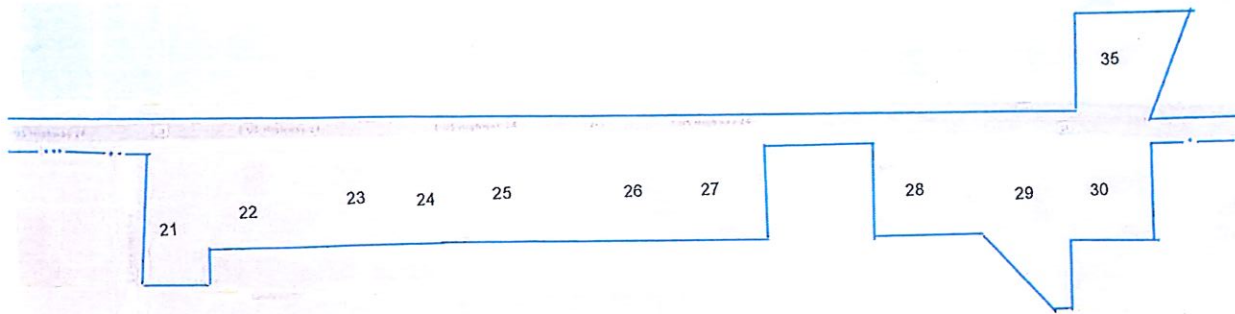
Part of the Northwest ¼ of the Northwest ¼ of Section 4, Township 49, Range 32, including all of Lot 496 and a part of Lot 497, in Fairmount, a subdivision in Independence, Jackson County, Missouri, described as follows: beginning at a point on the South line of Independence Avenue 45.1 feet East of the Northwest corner of said Lot 497; and running thence East on the South line of Independence Avenue, 114.9 feet to the Northeast corner of said Lot 496; thence South on the East line of said Lot 496 to the Southeast corner of said Lot 496; thence West parallel to the South line of Independence Avenue, 141.03 feet to the East line of Huttig Avenue at the Southwest corner of said Lot 497; thence Northerly on the East line of Huttig Avenue to the intersection of said East line with a line located 90 feet South of and parallel to the South line of Independence Avenue; thence East parallel to Independence Avenue and 90 feet South thereof to a point 20 feet East of East line of said Lot 497; thence North parallel to East line of said Lot 497 .90 feet to the place of beginning. EXCEPT: Commencing at the Southeast corner of Lot 496, Fairmount, a subdivision in Independence, Jackson County, Missouri; thence West along the south property line 100.0 feet to a point designated as point "A"; thence North 2.0 feet; thence Northeasterly 100.02 feet, more or less, to a point on the East line of Lot 496, Fairmount, said point being 4.0 feet from point of beginning; thence South along the East line of Lot 496, Fairmount, 4.0 feet to point of beginning, and also EXCEPT: Commencing at point "A", North 15.0 feet; thence West 43.0 feet, more or less, to the East line of Huttig right-of-way as established; thence Southeasterly along the East right-of-way line of Huttig 15.0 feet, more or less, to the southwest corner of Lot 497, Fairmount; thence East along the North line of Lot 495, Fairmount, 40.0 feet, more or less, to point of beginning.

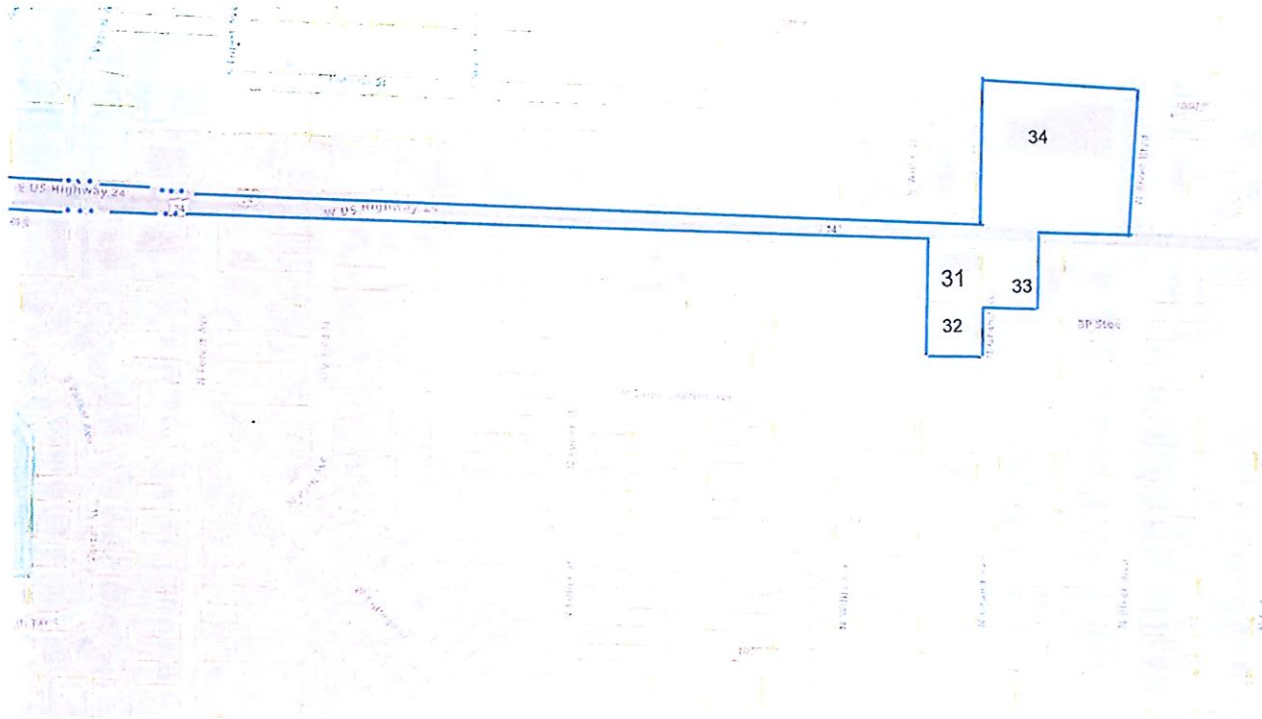
Included within the District is the right-of-way of U.S. 24 Highway beginning on the west side of Huttig Avenue then continuing along the north right-of-way of U.S. 24 Highway to the east side of Forest Avenue. Also included within the District is all of the right-of-way of S. Northern Blvd. from U.S. 24 Highway south to approximately 100 feet south of the intersection of E. 9th Street S. All as shown on the District Boundary Map.

**EXHIBIT B
DISTRICT BOUNDARY MAP
&
PARCEL LOCATOR**

See Attached







#	PROPERTY OWNER	PARCEL(S)	PROPERTY ADDRESS
33	Fabian and Karen Bauer	26-310-04-04-01-0-00-000	1013 W 24 Hwy
32	Fabian and Karen Bauer	26-310-05-10-00-0-00-000	914 N Grand Ave
31	FRKE Properties LLC	26-310-05-01-00-0-00-000	1101 W 24 Hwy
27	Quarter King LLC	26-320-05-05-00-0-00-000	11525 W 24 Hwy
1	Silver Shield LLC	27-110-02-06-01-0-00-000	11201 E US 24 Hwy Ste A
36	City of Independence	27-110-06-01-00-0-00-000	600 S Sterling Ave
3	Community Service League of Jackson CO	27-110-05-03-00-0-00-000	10725 E US 24 Hwy
4	AGT Property Management LLC	27-120-01-17-00-0-00-000	10713 E Independence Ave
5	Paul J. Wrabec Co., Inc.	27-120-01-24-00-0-00-000	10609 E Independence Ave
6	Burton Street Dolphins LLC	27-120-01-22-00-0-00-000	10601 E Independence Ave
9	Pink Cap LLC	27-120-02-02-00-0-00-000	10517 E US 24 Hwy
8	Pink Cap LLC	27-120-02-05-00-0-00-000	10521 E Independence Ave
14	Fairmount Redevelopment Corporation	27-120-07-03-00-0-00-000	10317 E US 24 Hwy
13	Truman Medical Center, Inc.	27-120-07-36-00-0-00-000	10313 E US 24 Hwy
15	Truman Medical Center, Inc.	27-120-07-37-00-0-00-000	605 S Ash Ave
16	Miguel A. Arias	27-120-08-01-00-0-00-000	10221 E Independence Ave
18	Structural Glass Systems, Inc.	27-120-08-04-00-0-00-000	10201 E US 24 Hwy
19	Wikupua Properties LLC	27-120-17-02-00-0-00-000	733 S Northern Blvd
20	801-901 South Northern Boulevard LLC	27-120-18-01-00-0-00-000	801 S Northern Blvd
34	Hwy 24 Investments	15-940-04-10-00-0-00-000	1000 W US 24 Hwy
22	Brandon Fryer	27-110-01-03-00-0-00-000	11225 E US 24 Hwy
22	Brandon Fryer	27-110-01-02-00-0-00-000	11301 E US 24 Hwy
23	Schneider Bailey Inc.	27-110-01-01-01-0-00-000	11403 E US 24 Hwy
24	Schneider Bailey Inc.	27-110-01-01-02-0-00-000	11405 E US 24 Hwy
25	Aleman, Alonso et al	26-320-05-08-00-0-00-000	11407 E US 24 Hwy
26	FCFS MO Inc.	26-320-05-43-00-0-00-000	11501 W US 24 Hwy
35	McDonalds Corp	15-930-25-06-00-0-00-000	11700 W US 24 Hwy
28	Sarinh Son LLC	26-320-05-03-00-0-00-000	11701 W US 24 Hwy
29	Simons Gary/Elizabeth	26-320-05-42-00-0-00-000	11707 W US 24 Hwy
30	Casey's Marketing Co	26-320-05-41-00-0-00-000	11715 W US 24 Hwy
2	Cole CV Independence MO	27-110-04-42-00-0-00-000	11125 E US 24 Hwy
7	Waits Dennis et al	27-120-02-01-00-0-00-000	10541 E Independence Ave
10	Kenneth Casebier	27-120-03-01-00-0-00-000	10503 E Independence Ave
11	Chaudhry Khan	27-120-03-18-00-0-00-000	10501 E US 24 Hwy
12	Frank Supanic	27-120-06-77-00-0-00-000	10401 E Independence Ave
17	La Cuadra Restaurant	27-120-08-33-00-0-00-000	10203 E Independence Ave

**EXHIBIT C
FIVE-YEAR PLAN
ESTIMATED COSTS OF IMPROVEMENTS AND SERVICES***

		Year 1 2024	Year 2 2025	Year 3 2026	Year 4 2027	Year 5 2028
A.	Estimated Sales Tax Revenue (1%)	\$100,250	\$100,250	\$100,250	\$100,250	\$100,250
B.	Expenditures					
1	Public Improvements	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000
2	Private Improvements	\$20,000	\$20,000	\$20,000	\$20,000	\$20,000
3	Economic Development Activities	\$20,000	\$20,000	\$20,000	\$20,000	\$20,000
4	Administration	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000
	Expenditures Total					
C.	Gain or (Loss)	<u>\$1,250</u>	<u>\$1,250</u>	<u>\$1,250</u>	<u>\$1,250</u>	<u>\$1,250</u>
	CID Fund Balance	<u>\$1,250</u>	<u>\$2,500</u>	<u>\$3,750</u>	<u>\$5,000</u>	<u>\$6,250</u>

Notes:

- A The sales tax may only be levied after an approved board resolution and sales tax election in accordance with the CID Act. Any approved sales tax will not become effective until the first day of the second quarter following the approval of such tax. Any revenues generated by the District's sales tax will be subject to capture within any tax increment financing districts within the District.
- 1 The Public Improvements may include streetscape, amenities, landscaping, janitorial/cleaning services, signage, banners, public artwork, maintenance and other improvements, as more specifically set forth in Section III of this Petition.
- 2 Upon a finding of blight by the City Council, the District may contract with private owners to demolish, renovate, or rehabilitate privately-owned buildings/structures in the District. Such improvements may be subject to a matching contribution requirement.
- 3 Economic Development activities may include events, advertising, promotion, and other activities.
- 4 Administration may include legal, accounting, reporting, insurance, election costs, and other costs associated with the maintenance of the CID.
- * To the extent the actual revenue and costs of improvements and services are in variance of with this five-year plan, the District's budget will be modified by the Board on an annual basis.

**EXHIBIT D
BLIGHT ANALYSIS
For
FAIRMONT COMMUNITY IMPROVEMENT DISTRICT**

See attached

The Fairmount area of the City of Independence (City) is a typical aging commercial area. Once considered a thriving retail center, Fairmount struggles to remain relevant. Over the years, there have been numerous discussions with and among property owners about programs that might be available to assist with redevelopment. Recently, community leaders, together with property owners, decided to pursue formation of the Fairmount Community Improvement District (CID) as a way to beautify the area and possibly provide incentives to property owners to reinvest in the area.

As a result, this Blight Analysis is prepared for the Fairmount Community Improvement District (Fairmount CID) for the purpose of submission to the City of Independence as a component of the Fairmount CID Petition. The Fairmount CID is requesting the City to declare the area within the Fairmount CID to be a Blighted Area pursuant to Section 67.1421.23 (i) R.S.Mo.

A Blighted Area as defined in Section 99.805 (I) R.S.Mo and incorporated into Section 67.1401.2 (3) R.S.Mo is “an area which, by reason of the predominance of insanitary or unsafe conditions, deterioration of site improvements, or the existence of conditions which endanger life or property by fire and other causes, or any combination of such factors, retards the provision of housing accommodations or constitutes an economic or social liability or a menace to the public health, safety, or welfare in its present condition and use.”

It is not necessary that each individual parcel be blighted but rather that the area as a whole is a Blighted Area. See, Maryland Plaza Redevelopment Corporation v. Greenberg, 594 S.W.2d.284 (MO.App.E.D.1979). The purpose of this Blight Analysis is to evaluate each parcel individually and together with all parcels within the Fairmount CID to determine whether it qualifies as a Blighted Area, as solely determined by the City Council of the City of Independence, Missouri.

There are 36 parcels within the Fairmount CID. They are generally encompassing the parcels along Highway 24 on the north side of the highway extending generally from S. Claremont Avenue to S. Grand Avenue, with some parcels along S. Northern Boulevard included within the Fairmount CID.

There are three major categories of conditions that if present, will permit the Fairmount CID to be deemed a Blighted Area. The three conditions are:

1. Predominance of insanitary or unsafe conditions
2. Deterioration of site improvements or
3. Existence of conditions which endanger life or property by fire or other causes.

Any single condition or any condition thereof which retards the provision of housing accommodations or constitutes an economic social liability or is a menace to the public health, safety or welfare in its present condition and use may be declared a Blighted Area.

Cause Component 1: Insanitary or Unsafe Conditions

There are several locations within the Study Area with unsafe or insanitary conditions, including trash/debris, broken glass, and poor condition of the parking lots may be tripping hazards. This is

indicia of property beginning to spiral downward due to a lack of minimum maintenance. In addition, a significant portion of the abutting streets lack adequate sidewalks, especially those along Northern Blvd. and the right-of-way in front of the Apple Market Shopping Center.

Examples of insanitary or unsafe conditions are shown below. 14 parcels in the Study Area exhibited this condition.



Parcel No. 27-110-04-42-00-0-00-000
Poor conditions of parking lot. Broken fence.



Parcel No. 27-110-04-42-00-0-0-00-000
Poor Condition of parking lot.



Parcel No. 27-120-01-24-00-0-00-000
Poor condition of parking lot. Boarded up building.



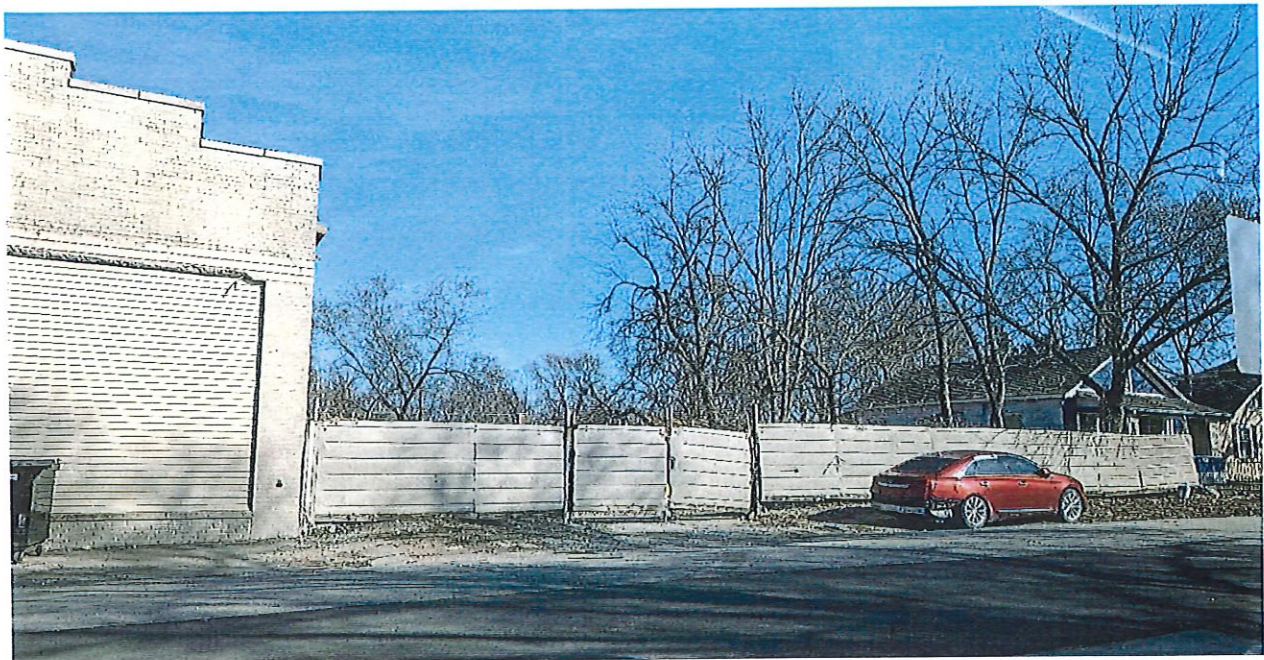
Parcel No. 27-120-02-02-00-0-00-000
Poor condition of parking lot. Broken cars.



Parcel No. 27-120-02-05-00-0-00-000
Poor condition of parking lot.



Parcel No. 27-120-06-77-00-0-00-000
Broken windows. Sidewalk in disrepair.



Fence in disrepair.



Parcel No. 27-120-08-33-00-0-00-000
Curb deteriorating. Facade in disrepair.



Parcel No. 27-110-02-06-01-0-00-000
Trash enclosure in disrepair



Parcel No. 27-110-02-06-01-0-00-000
Broken fence



Parcel No. 26-320-05-03-00-0-00-000
Parking lot in disrepair



Parcel No. 26-320-05-43-00-0-00-000
Debris in lot



Parcel No. 26-320-05-03-00-0-00-000
Trash enclosure in disrepair



Parcel No. 27-110-01-02-00-0-00-000
Trash enclosure in disrepair



Parcel No. 15-940-04-10-00-0-000
Trash, broken driveway cement

Cause Component 2: Deterioration of Site Improvements

The condition of deterioration of site improvements was obtained through field study and observation of exterior conditions. Building deterioration included walls, fascia/soffits, exterior finishes, windows and fences/walls/gates. Other deteriorations included appearance, parking lots and trash enclosures.

Examples of deterioration of site improvements are shown below. 28 parcels in the Study Area exhibited this condition.



Parcel No. 27-110-02-06-01-0-00-000

Façade deteriorating.



Parcel No. 27-110-02-06-01-0-00-000

Exterior finish deteriorating.



Parcel No. 27-110-04-42-00-0-00-000

Broken curb. Parking lot deteriorating. Façade in need of improvement.



Parcel No. 27-110-04-42-00-0-00-000
Façade in need of improvement.



Parcel No. 27-110-04-42-00-0-00-000
Fence broken. Parking lot deterioration



Parcel No. 27-120-01-24-00-0-00-000
Building boarded up and in need of repair.



Parcel No. 27-120-02-02-00-0-00-000
Façade in need of repair. Parking lot and curbing deteriorating.



Parcel No. 27-120-02-05-00-0-00-000
Fence in need of improvement. Parking lot and curbing in need of repair.



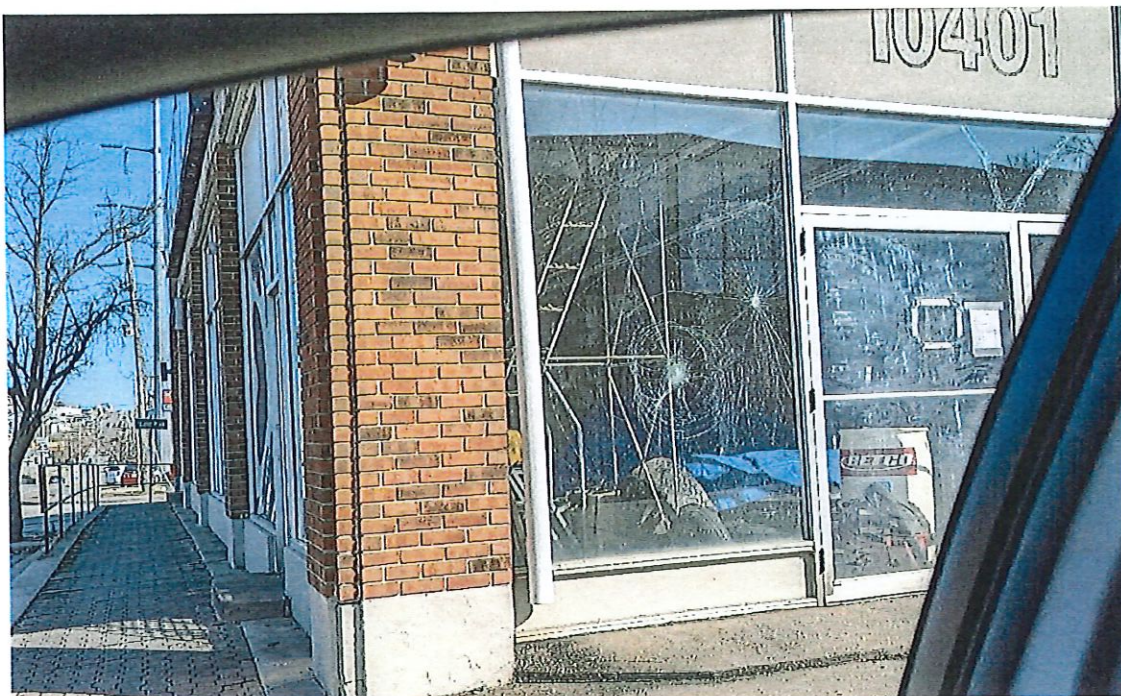
Parcel No. 27-120-02-05-00-0-00-000
Fence in need of repair.



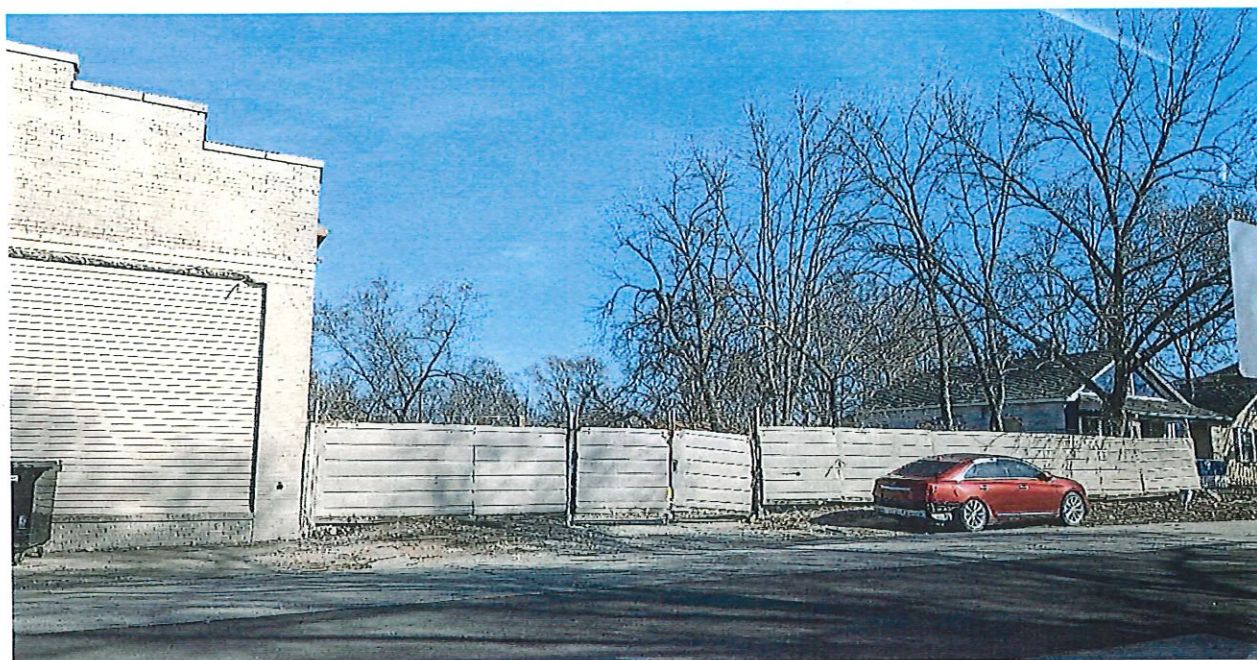
Parcel No. 27-120-03-18-00-0-00-000
 Façade in need of repair.



Parcel No. 27-120-03-18-00-0-00-000
 Façade in need of repair.



Parcel No. 27-120-06-77-00-0-00-000
Broken windows. Façade in need of improvement.



Parcel No. 27-120-06-077-00-0-00-000
Façade in need of repair. Fence in need of repair.



Parcel No. 27-120-07-36-00-0-00-000
Curbing in need of replacement.



Parcel No. 27-120-08-01-00-0-00-000
Roofing in need of replacement. Façade in need of repair.



Parcel No. 27-120-08-33-00-0-00-000
Façade in need of improvement.



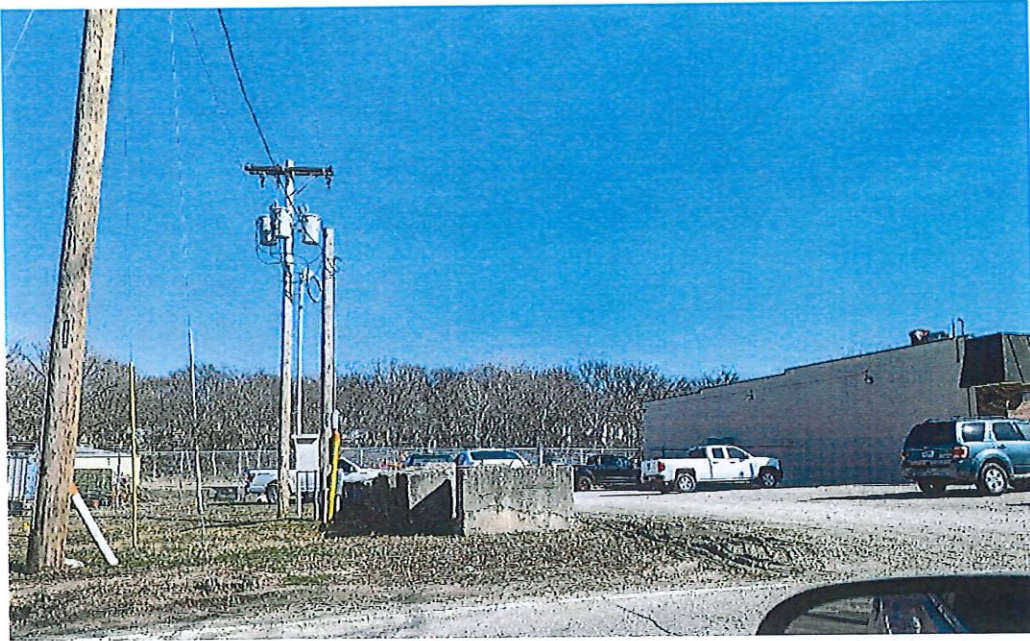
Parcel No. 27-
120-17-02-00-0-00-000
No sidewalks



Parcel No. 27-120-17-02-00-0-00-000
No sidewalks



Parcel No. 27-120-18-01-00-0-00-000
No sidewalks.



Parcel No. 27-120-18-01-00-0-00-000
No sidewalks



Parcel No. 27-120-18-01-00-0-00-000
No sidewalks.



Parcel No. 27-110-02-06-01-0-00-000
Broken driveway



Parcel No. 26-320-05-41-00-0-000
Building in disrepair



Parcel No. 27-110-21-01-01-0-00-000
 27-110-21-01-02-0-00-000
 Broken pavement/Cars in right-of-way



Parcel No. 26-320-05-08-00-0-00-000
 Broken pavement



Parcel No. 26-320-05-08-00-0-00-000
Broken Curb



Parcel No. 26-320-05-03-00-0-00-000
Broken window in vacant building



Parcel No. 26-320-05-41-00-0-00-000
Broken wall



Parcel No. 26-320-05-41-00-0-00-000
Fence in disrepair



Parcel No. 26-310-04-04-01-0-00-000
Gravel parking lot with pothole



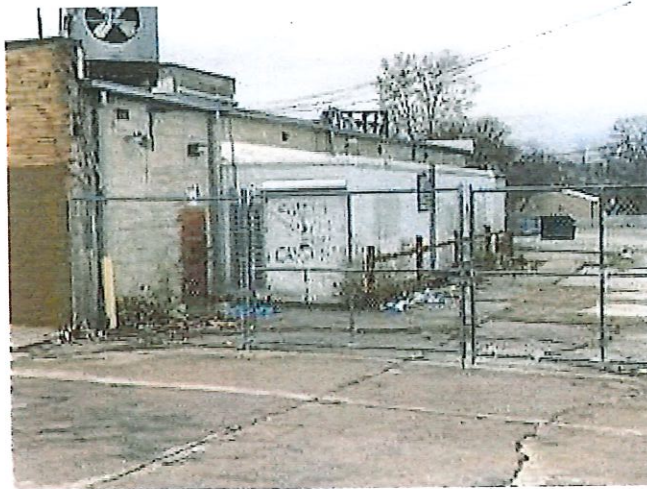
Parcel No. 15-940-04-09-00-0-00-000
Broken driveway pavement



Parcel No. 15-940-10-00-0-00-000
Broken pavement in parking lot



Parcel No. 15-940-10-00-0-00-000
Broken storefront sign

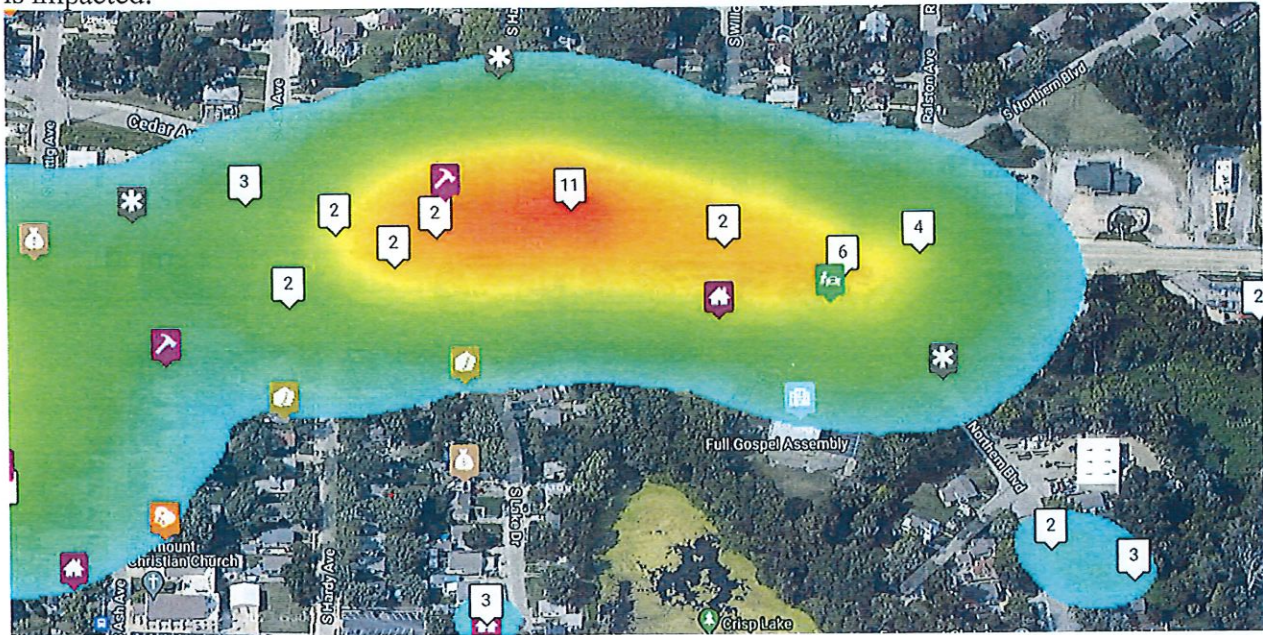


Parcel No. 15-940-04-10-00-0-000
Trash, broken driveway cement

Cause Component 3: Existence of Conditions which Endanger Life or Property by Fire and Other Causes

Fire safety information in the Study Area was not available.

An examination of crime data for the past twelve months, provided by LexisNexis, shows the number of incidents that have occurred with shoplifting, theft and vandalism the most frequent, which are indicative of endangering life and property. As can be readily seen, the entire study area is impacted.



Study Area	Parcels	%	Area	%
Total	36	100%	36.07	100%
Blighting Factors				
Insanitary or Unsafe Conditions	14	38.9%	10	27.2%
Deterioration of Site Improvements	28	77.7%	30	81.7%
Existence of Conditions which Endanger Life or Property by Fire and Other Causes	0	0%	0%	0.0%
Parcels with at least one blighting factor	30	83.3%	33.48	91.2%
Parcels with no blighting factors	6	16.7%	3.22	8.7%

*Area measurement is approximate.

** As noted above, the entire area is adversely impacted by incidents of crime.

Summary of Properties & Blighting Factors Present

Map #	Parcel Number	Address	Unsanitary or unsafe conditions	Deterioration of property	Endanger life or property by fire and other causes
1	27-110-02-06-01-0-00-000	11201 E. US 24 Hwy Ste A		■	■
2	27-110-04-42-00-0-00-000	11125 E. US 24 Hwy	■	■	■
3	27-110-05-03-00-0-00-000	10725 E US 24 Hwy			■
4	27-120-01-17-00-0-00-000	10713 E. Independence Ave			■
5	27-120-01-24-00-0-00-000	10609 E. Independence Ave	■	■	■
6	27-120-01-22-00-0-00-000	10601 E. Independence Ave	■		■
7	27-120-02-01-00-0-00-000	10541 E. Independence Ave	■	■	■
8	27-120-02-02-00-0-00-000	10517 E. US 24 Hwy		■	■
9	27-120-02-05-00-0-00-000	10521 E. Independence Ave		■	■
10	27-120-03-01-00-0-00-000	10503 E. Independence Ave			■
11	27-120-03-18-00-0-00-000	10501 E. US 24 Hwy		■	■
12	27-120-06-77-00-0-00-000	10401 E. Independence Ave	■	■	■
13	27-120-07-36-00-0-00-000	10313 E. US Hwy		■	■
14	27-120-07-03-00-0-00-000	10317 E. US Hwy		■	■
15	27-120-07-37-00-0-00-000	605 S. Ash Ave		■	■
16	27-120-08-01-00-0-00-000	10221 E. Independence Ave		■	■
17	27-120-08-33-00-0-00-000	10203 E. Independence Ave	■	■	■
18	27-120-08-04-00-0-00-000	10201 E. US 24 Hwy			■
19	27-120-17-02-00-0-00-000	733 S. Northern Blvd		■	■
20	27-120-18-01-00-0-00-000	801 S. Northern Blvd		■	■
21	27-110-01-03-00-0-00-000	11225 E US 24 Hwy		■	■
22	27-110-01-02-00-0-00-000	11301 E US 24 Hwy		■	■
23	27-110-01-01-01-00-000	11403 E US 24 Hwy			

24	27-110-01-01-02-00-000	11405 E US 24 Hwy			
25	26-320-05-08-00-0-00-000	11407 E US 24 Hwy	■	■	■
26	26-320-05-43-00-0-00-000	11501 W US 24 Hwy		■	■
27	26-320-05-05-00-0-00-000	11525 W US 24 Hwy			
28	26-320-05-03-00-0-00-000	11701 W US 24 Hwy		■	■
29	26-320-05-42-00-0-00-000	11707 W US 24 Hwy			
30	26-320-05-41-00-0-00-000	11715 W US 24 Hwy	■	■	■
31	26-310-05-01-00-0-00-000	1101 W US 24 Hwy			
32	26-310-05-10-00-0-00-000	914 N Grand Ave			
33	26-310-04-04-01-0-00-000	1013 W US 24 Hwy			
34	15-940-04-10-00-0-00-000	1022 W US 24 Hwy		■	■
35	27-110-06-01-00-0-00-000	600 S Sterling Ave		■	■
36	15-930-25-06-00-0-00-000	11700 W US 24 Hwy		■	■

Conclusion

As can be seen from the Summary the overwhelming number of parcels within the Fairmount CID are afflicted by at least one of the qualifying conditions. Many of the parcels have more than one qualifying condition. As of this Blight Analysis, the Fairmount CID contains conditions of Blight as defined and as such the CID area as a whole constitutes an economic and social liability and menace to the public health, safety and welfare in its present condition and use and therefore qualifies as a Blighted Area under the Act.

Additional Study Area Photos



Parcel No. 27-110-02-06-01-0-00-000

Façade in need of repair.

#2



Parcel No. 27-110-02-06-01-0-00-000

Façade in need of improvement.

#2



Parcel No. 27-110-06-01-0-00-000

Façade in need of improvement.

#2



Parcel No. 27-110-02-06-01-0-00-000

Façade in need of repair.

#2



Parcel No. 27-110-02-06-01-0-00-000

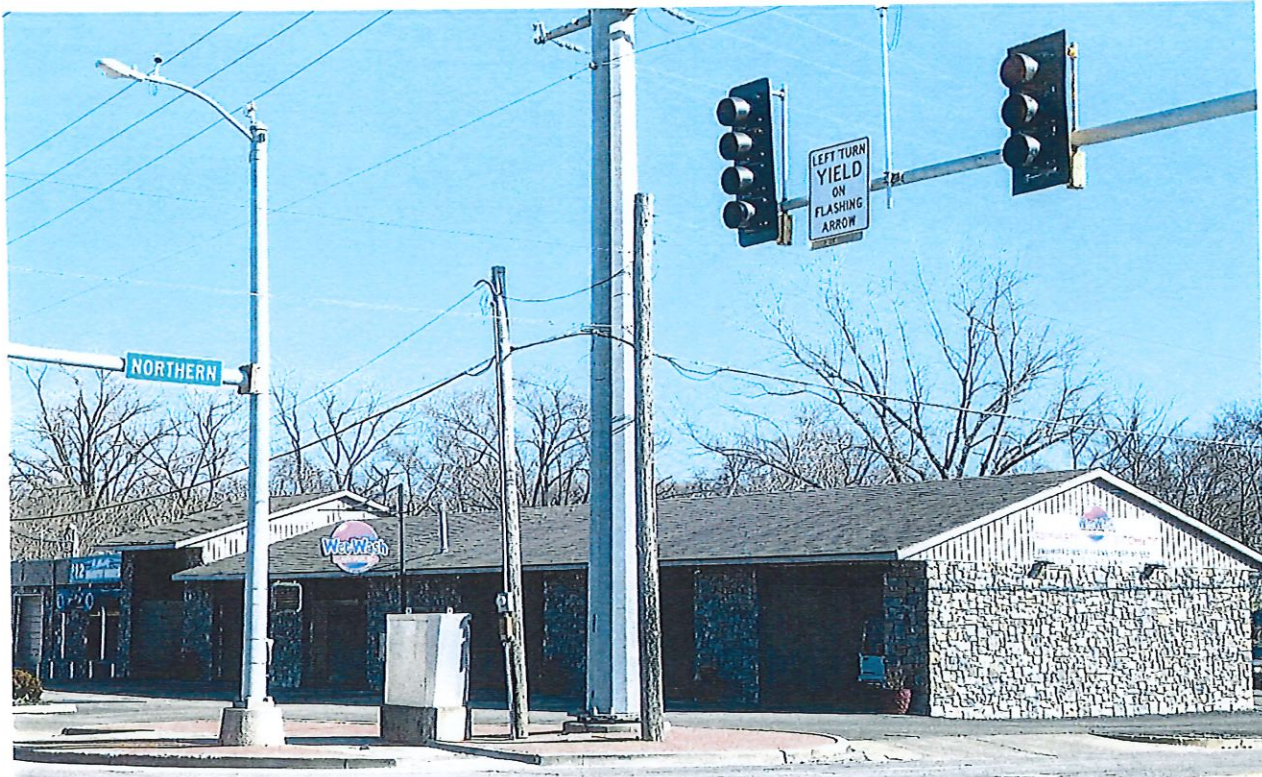
No sidewalks along U.S. 24 Highway.



Parcel No.27-120-01-17-00-0-00-000
Curbing is deteriorating.



Parcel No. 27-120-01-24-00-0-00-000
No sidewalks.
#2



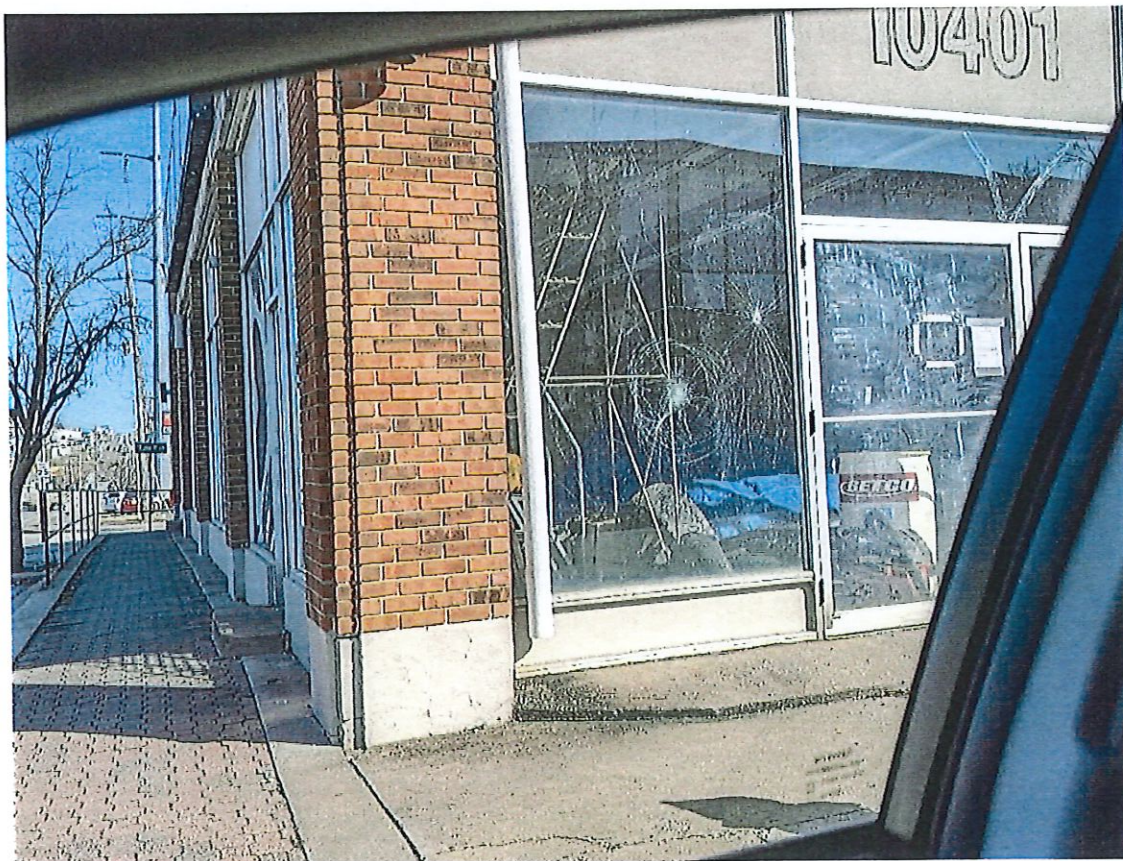
Parcel No. 27-120-01-22-00-0-00-000
Curbing in disrepair.
#2



Parcel No. 27-120-06-77-00-0-00-000
Façade in need of improvement.
#2



Parcel No. 27-120-06-77-00-0-00-000
Façade in need of improvement.
#2



Parcel No. 27-120-06-77-00-0-00-000
Drain spout exposed.
#2



Parcel No. 27-120-06-77-00-0-00-000
 Façade in need of improvement.
 #2



Parcel No. 27-120-07-36-00-0-00-000
 Curbing deteriorating.



Parcel No. 27-120-07-36-00-0-00-000
Curbing deteriorating.



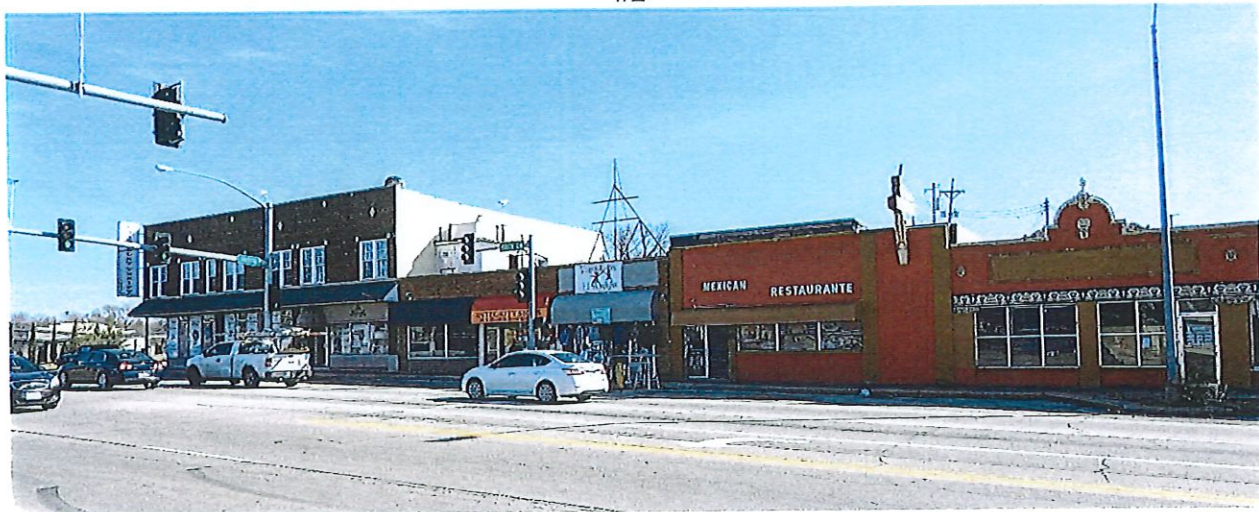
Parcel No. 27-120-07-37-00-0-00-000
Curbing in disrepair.



Parcel No. 27-120-08-01-00-0-00-000
Façade in need of repair



Parcel No. 27-120-08-33-00-0-00-000
Curbing in disrepair.
#2



Parcel No. 27-120-08-33-00-0-00-000
Façade of multiple buildings in need of improvement.
#2



Parcel No. 27-120-08-33-00-0-00-000
Curb in need of repair.
#2



Parcel No. 27-120-18-01-00-0-00-000
Wall in disrepair.
#2



Parcel No. 27-120-18-01-00-0-00-000
No sidewalks.
#2

CLERK'S RECEIPT OF PETITION

This Petition was filed in the office of the City Clerk of the City of Independence, Missouri on the 1st day of April, 2024.

Suzanne Holland
City Clerk

[SEAL]



Bill No. 24.037

Ordinance No. 19554

AN ORDINANCE APPROVING THE PETITION TO ESTABLISH THE FAIRMOUNT COMMUNITY IMPROVEMENT DISTRICT, ESTABLISHING THE DISTRICT, AND MAKING FINDINGS AND AUTHORIZING ACTIONS RELATED TO ESTABLISHMENT OF THE DISTRICT.

WHEREAS, Sections 67.1401 to 67.1571 RSMo, as amended (the “**CID Act**”), authorize the governing body of any city, upon presentation of a proper petition requesting the formation and after a public hearing, to adopt an ordinance establishing a community improvement district; and

WHEREAS, the City of Independence, Missouri (the “**City**”) is a charter city and a political subdivision of the State of Missouri, duly created, organized and existing under and by virtue of the Constitution and laws of the State of Missouri;

WHEREAS, property owners within the proposed community improvement district have filed with the Independence City Clerk (the “**City Clerk**”) a petition to establish the community improvement district pursuant to the CID Act, entitled “Petition to Establish the Fairmount Community Improvement District” (the “**Petition**”);

WHEREAS, the City Clerk verified that the Petition substantially complies with the CID Act, submitted the verified Petition to the City Council and set a public hearing with all proper notice being given in accordance with the CID Act or other applicable law;

WHEREAS, none of the signatures of the signers of the Petition were withdrawn within seven days after the Petition was filed with the City Clerk;

WHEREAS, all the real property included in the Fairmount Community Improvement District (the “**District**”) is entirely located within the City of Independence;

WHEREAS, the applicants seek that the property within the District be declared a blighted area pursuant to the CID Act;

WHEREAS, on May 6, 2024, the City Council held a public hearing at which all persons interested in the formation of the District were allowed an opportunity to speak; and

WHEREAS, the Petition being fully heard before the City Council, the City Council now desires to approve the Petition, establish the District and take other actions related to establishment of the District.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF INDEPENDENCE, MISSOURI, as follows:

SECTION 1. All terms used in this Ordinance shall be construed as defined in the CID Act and the Petition.

SECTION 2. The City Clerk has verified that the Petition substantially complies with all submission requirements of the CID Act.

SECTION 3. The Petition, a copy of which is on file with the City Clerk, is hereby approved and the District is hereby established within the City as a political subdivision of the State of Missouri. The District includes the contiguous tracts of real estate as described in the Petition and shown on the map set forth in the Petition.

SECTION 4. As set forth in the Petition, the District shall be governed by a board of directors consisting of five (5) members who will be named by the Mayor as provided in the Petition and whose successors shall be appointed as provided in the Petition.

SECTION 5. The District's Board of Directors shall have authority to establish a sales tax within the District as set forth in the Petition and in conformance with the CID Act.

SECTION 6. The District shall have and possess without limitation such powers authorized under the CID Act and as set forth or otherwise limited in the Petition.

SECTION 7. The maximum length of time for existence of the District shall be twenty-seven (27) years following the effective date of this Ordinance, which may be extended by the City pursuant to the CID Act, unless and until terminated earlier in accordance with the CID Act.

SECTION 8. The Council hereby finds that the property within the District area is a Blighted Area as defined in the CID Act. The Council's determination that the property in the District area is a Blighted Area is based on the Blight Study submitted to the City and included in the Petition as Exhibit D, and the Council hereby concludes that, by reason of the predominance of insanitary and unsafe conditions and the deterioration of site improvements, the property in the District area constitutes an economic and social liability in its present condition and use. The District may exercise the additional powers granted by the CID Act within the District area to remediate the blighting conditions.

SECTION 9. The City Clerk is hereby directed to prepare and file with the Missouri Department of Economic Development (the "**Department**") and the State Auditor the report specified in subsection 6 of Section 67.1421 of the CID Act, substantially in the form provided by the Department.

SECTION 10. Approval of the Petition and the District by this Ordinance is conditioned upon the District entering into a cooperative agreement with the City, upon terms and conditions mutually acceptable to the City and District, which provides for implementation of the District, the process for reimbursement of eligible District costs and expenses and other matters as mutually determined by the City and District. No payment or reimbursement of District costs and expenses shall occur and no disbursement of District revenues shall occur until the cooperative agreement is approved and executed by the City and the District. Failure of the

District to enter into such agreement within six (6) months following the effective date of this Ordinance shall nullify and render void the approvals granted in this Ordinance upon such declaration by the City Council.

SECTION 11. City staff, the City's special legal counsel, and other appropriate City officials are hereby authorized to take any and all actions as may be deemed necessary or convenient to carry out and comply with the intent of this Ordinance and to execute and deliver for and on behalf of the City all certificates, instruments, and agreements or other documents as may be necessary, desirable, convenient, or proper to perform all matters authorized herein.

SECTION 12. It is hereby declared to be the intention of the City Council that each and every part, section and subsection of this Ordinance shall be separate and severable from each and every other part, section and subsection hereof and that the City Council intends to adopt each said part, section and subsection separately and independently of any other part, section and subsection. In the event that any part, section or subsection of this Ordinance shall be determined to be or to have been unlawful or unconstitutional, the remaining parts, sections and subsections shall be and remain in full force and effect, unless the court making such finding shall determine that the valid portions standing alone are incomplete and are incapable of being executed in accord with the legislative intent.

SECTION 13. This ordinance shall be in full force and effect ten (10) days after the date of its passage and approval.

PASSED THIS 20th DAY OF May 2024, BY THE CITY COUNCIL OF
THE CITY OF INDEPENDENCE, MISSOURI



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

ATTEST:


City Clerk



APPROVED AS TO FORM AND LEGALITY:


City Counselor

REVIEWED BY:



City Manager

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE IMPOSING A POLICE SALES TAX AT THE RATE OF ONE-FOURTH OF ONE PERCENT OF THE RECEIPTS FROM THE SALE AT RETAIL OF ALL TANGIBLE PERSONAL PROPERTY OR TAXABLE SERVICES AT RETAIL WITHIN THE CITY OF INDEPENDENCE, MISSOURI, WHICH SHALL REMAIN IN EFFECT AT SAID RATE THEREAFTER UNTIL REPEALED BY THE VOTERS OF THE CITY; CALLING FOR THE PROPOSITION ADOPTING SAID TAX TO BE PLACED ON THE BALLOT AT THE REGULARLY SCHEDULED ELECTION TO BE HELD AUGUST 6, 2024; PROPOSING THE FORM OF THE BALLOTS AND DIRECTING THE CITY CLERK TO DO ALL THINGS CALLED FOR BY LAW IN CONNECTION WITH THE HOLDING OF SAID ELECTION.

WHEREAS, the Council of the City of Independence, Missouri, has determined it would be in the best interests of the City of Independence, Missouri, to impose a Police Sales Tax to be used exclusively for salaries, operations, and equipment of the Police Department, and to submit such issue to the voters of the City; and,

WHEREAS, limited general fund revenues having caused the inability to stay competitive with Police Department salaries and provide for police operations and equipment at their desired levels. The Police Sales Tax would be in addition to current funding and not allow for a reduction of Police Department expenditures from the general fund; and,

WHEREAS, the Police Sales Tax shall be deposited into a special fund and shall be reviewed by the Public Safety Sales Tax Committee, at least annually, to ensure the tax is being used in the most effective way.

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

SECTION 1. Pursuant to Section 94.500 to 94.550, RSMo., that a Police Sales Tax, at the rate of one-fourth of one percent of the receipts from the sale at retail of all tangible personal property or taxable services at retail within the City of Independence, Missouri, which are subject to sales tax under the provisions of Sections 144.010 to 144.525, RSMo., is hereby imposed on all sellers within the City of Independence, Missouri, beginning October 1, 2024, or as soon as permitted by the Missouri Department of Revenue. The tax is for the privilege of engaging in such business and is imposed at the above stated rate and in the manner and to the extent provided in Sections 94.500 to 94.550 and 144.010 to 144. 525, RSMo., and the rules and regulations of the Director of Revenue issued pursuant thereto. The amount reported and returned to the Director of Revenue shall be computed on the basis of the combined rate of all taxes imposed by the City of Independence and the tax imposed herein.

SECTION 2. That such Police Sales Tax is hereby imposed, levied, and submitted to the

voters and shall be collected if approved by said voters, all subject to and in the manner provided by the State of Missouri, and all such revenues received by the City of Independence shall be expended exclusively for salaries, operations, and equipment of the Police Department. Said revenues shall not be used for purposes other than as specified herein.

SECTION 3. That such Police Sales Tax shall remain in effect thereafter until repealed.

SECTION 4. That such Police Sales Tax shall not be effective unless approved by a majority of the votes cast by the qualified voters voting thereon at an election to be held Tuesday, August 6, 2024.

SECTION 5. That the proposition imposing such Police Sales Tax shall be placed on the ballot at an election to be held on Tuesday, August 6, 2024.

SECTION 6. That the Board of Election Commissioners of Jackson County, Missouri, be and hereby is authorized and directed to give notice of said election by causing to be published in one newspaper published in the City of Independence, Missouri, and qualified by law for the publication of such notice under Chapter 493, RSMo., as amended, there being only one so qualified newspaper within the bounds of the City; said notice to be published twice, the first publication occurring in the second week prior to the election, and the second publication occurring within one week prior to said election.

SECTION 7. That the Board of Election Commissioners of Jackson County, Missouri, shall provide the ballot and ballot labels, conduct the election, and cause the results thereof to be certified to the City Council as provided by law.

SECTION 8. That the ballots to be used at said election shall be in substantially the following form:

Shall the City of Independence impose a city sales tax of one-fourth (1/4) of one percent for the exclusive benefit of the Police Department, which tax shall remain in effect until repealed by voters?

☐ YES ☐ NO

SECTION 9. Within ten days after approval of such ballot proposition the City Clerk shall forward to the Director of Revenue of the State of Missouri, by United States Registered mail or Certified Mail, a certified copy of this Ordinance, the certified election results, as well as a map of the City of Independence, clearly showing the boundaries thereof.

SECTION 10. That the City Clerk shall deliver to the Board of Election Commissioners of Jackson County, Missouri, a certified copy of this Ordinance, which shall be the authority for said Board to conduct said election as provided herein and by law.

SECTION 11. That the City Clerk is further authorized to do all other things called for by law in

connection with the holding of said election.

SECTION 12. That the revenues from the Police Sales Tax would be in addition to the current Police Department General Fund expenditures.

SECTION 13. That this Ordinance, in accordance with Section 2.22 of the Charter of the City of Independence, Missouri, shall be in full force and effect from and after its passage and adoption.

SECTION 14. That correction of any scriveners' errors identified within this Ordinance are hereby authorized by this Ordinance.

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

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

ATTEST:

City Clerk

APPROVED AS TO FORM AND LEGALITY:

City Counselor

REVIEWED BY:

City Manager

BILL NO. 24.040
ORDINANCE NO. 19555

AN ORDINANCE IMPOSING A POLICE SALES TAX AT THE RATE OF ONE-FOURTH OF ONE PERCENT OF THE RECEIPTS FROM THE SALE AT RETAIL OF ALL TANGIBLE PERSONAL PROPERTY OR TAXABLE SERVICES AT RETAIL WITHIN THE CITY OF INDEPENDENCE, MISSOURI, WHICH SHALL REMAIN IN EFFECT AT SAID RATE THEREAFTER UNTIL REPEALED BY THE VOTERS OF THE CITY; CALLING FOR THE PROPOSITION ADOPTING SAID TAX TO BE PLACED ON THE BALLOT AT THE REGULARLY SCHEDULED ELECTION TO BE HELD AUGUST 6, 2024; PROPOSING THE FORM OF THE BALLOTS AND DIRECTING THE CITY CLERK TO DO ALL THINGS CALLED FOR BY LAW IN CONNECTION WITH THE HOLDING OF SAID ELECTION.

WHEREAS, the Council of the City of Independence, Missouri, has determined it would be in the best interests of the City of Independence, Missouri, to impose a Police Sales Tax to be used exclusively for salaries, operations, and equipment of the Police Department, and to submit such issue to the voters of the City; and,

WHEREAS, limited general fund revenues having caused the inability to stay competitive with Police Department salaries and provide for police operations and equipment at their desired levels. The Police Sales Tax would be in addition to current funding and not allow for a reduction of Police Department expenditures from the general fund; and,

WHEREAS, the Police Sales Tax shall be deposited into a special fund and shall be reviewed by the Public Safety Sales Tax Committee, at least annually, to ensure the tax is being used in the most effective way.

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

SECTION 1. Pursuant to Section 94.500 to 94.550, RSMo., that a Police Sales Tax, at the rate of one-fourth of one percent of the receipts from the sale at retail of all tangible personal property or taxable services at retail within the City of Independence, Missouri, which are subject to sales tax under the provisions of Sections 144.010 to 144.525, RSMo., is hereby imposed on all sellers within the City of Independence, Missouri, beginning October 1, 2024, or as soon as permitted by the Missouri Department of Revenue. The tax is for the privilege of engaging in such business and is imposed at the above stated rate and in the manner and to the extent provided in Sections 94.500 to 94.550 and 144.010 to 144.525, RSMo., and the rules and regulations of the Director of Revenue issued pursuant thereto. The amount reported and returned to the Director of Revenue shall be computed on the basis of the combined rate of all taxes imposed by the City of Independence and the tax imposed herein.

SECTION 2. That such Police Sales Tax is hereby imposed, levied, and submitted to the

voters and shall be collected if approved by said voters, all subject to and in the manner provided by the State of Missouri, and all such revenues received by the City of Independence shall be expended exclusively for salaries, operations, and equipment of the Police Department. Said revenues shall not be used for purposes other than as specified herein.

SECTION 3. That such Police Sales Tax shall remain in effect thereafter until repealed.

SECTION 4. That such Police Sales Tax shall not be effective unless approved by a majority of the votes cast by the qualified voters voting thereon at an election to be held Tuesday, August 6, 2024.

SECTION 5. That the proposition imposing such Police Sales Tax shall be placed on the ballot at an election to be held on Tuesday, August 6, 2024.

SECTION 6. That the Board of Election Commissioners of Jackson County, Missouri, be and hereby is authorized and directed to give notice of said election by causing to be published in one newspaper published in the City of Independence, Missouri, and qualified by law for the publication of such notice under Chapter 493, RSMo., as amended, there being only one so qualified newspaper within the bounds of the City; said notice to be published twice, the first publication occurring in the second week prior to the election, and the second publication occurring within one week prior to said election.

SECTION 7. That the Board of Election Commissioners of Jackson County, Missouri, shall provide the ballot and ballot labels, conduct the election, and cause the results thereof to be certified to the City Council as provided by law.

SECTION 8. That the ballots to be used at said election shall be in substantially the following form:

Shall the City of Independence impose a city sales tax of one-fourth (1/4) of one percent for the exclusive benefit of the Police Department, which tax shall remain in effect until repealed by voters?

☐ YES ☐ NO

SECTION 9. Within ten days after approval of such ballot proposition the City Clerk shall forward to the Director of Revenue of the State of Missouri, by United States Registered mail or Certified Mail, a certified copy of this Ordinance, the certified election results, as well as a map of the City of Independence, clearly showing the boundaries thereof.

SECTION 10. That the City Clerk shall deliver to the Board of Election Commissioners of Jackson County, Missouri, a certified copy of this Ordinance, which shall be the authority for said Board to conduct said election as provided herein and by law.

SECTION 11. That the City Clerk is further authorized to do all other things called for by law in

connection with the holding of said election.

SECTION 12. That the revenues from the Police Sales Tax would be in addition to the current Police Department General Fund expenditures.

SECTION 13. That this Ordinance, in accordance with Section 2.22 of the Charter of the City of Independence, Missouri, shall be in full force and effect from and after its passage and adoption.

SECTION 14. That correction of any scriveners' errors identified within this Ordinance are hereby authorized by this Ordinance.

PASSED THIS 20th DAY OF May, 2024, BY THE CITY COUNCIL OF THE CITY OF INDEPENDENCE, MISSOURI.



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

ATTEST:



City Clerk

APPROVED AS TO FORM AND LEGALITY:



City Counselor

REVIEWED BY:



City Manager



City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

24-038 1R An ordinance authorizing a contract with the Missouri Department of Health and Senior Services to provide financial assistance for the State Investment in Local Public Health Services Grant Program for the period of June 1, 2024, through May 31, 2025; accepting funds for the period in the amount of \$118,386; authorizing future change orders for additional funding and/or time extensions for the same project; and authorizing certain future appropriations. 1R

Recommendations:

Staff recommends approval of this item.

Background:

The Health and Animal Services Department has been provided an opportunity to receive funding for the Missouri Department of Health and Senior Services State Investment in Local Public Health Services Grant (commonly referred to as the CORE grant). This grant provides monthly funding to the department to support the delivery of essential public health services from June 1, 2024, through May 31, 2025.

Council approval of this item will authorize appropriation and spending of these dollars, which will then be reimbursed monthly by the State. There are no matching funds required for this grant.

Emergency Justification:**Fiscal Impact:**

The fiscal impact to the City is \$118,386. The revenue will be deposited in the Grant Fund 015, account 015-4755-5101, page 97 of the Fiscal Year 23-24 adopted budget. There are no matching funds required for this grant.

Council Action:

Department / Contact	Health /
---------------------------------	----------

REVIEWERS

Christina Heinen
Jeremy Cover
Meagan Borth
Zachary Walker
Susanne Holland

ATTACHMENTS:

1. HD.CORE Grant 2024-25
2. CORE_240425_114905

BILL NO. _____

ORDINANCE NO. _____

An ordinance authorizing a contract with the Missouri Department of Health and Senior Services to provide financial assistance for the State Investment in Local Public Health Services Grant Program for the period of June 1, 2024, through May 31, 2025; accepting funds for the period in the amount of \$118,386; authorizing future change orders for additional funding and/or time extensions for the same project; and authorizing certain future appropriations.

WHEREAS, the City of Independence has been taking advantage of the grant programs from the Missouri Department of Health and Senior Services for the partial funding of the Independence Health and Animal Services Department; and,

WHEREAS, it has been determined by the Independence City Council that the application for such funds is the proper prerogative of the Council with acceptance of the contract for the period from June 1, 2024, through May 31, 2025; and,

WHEREAS, it has been determined by the Independence City Council to be in the best interest of the City to approve this State Investment in Local Public Health Services Grant Program Contract with the Missouri Department of Health and Senior Services;

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

SECTION 1. That the City Manager of the City of Independence, Missouri, is hereby authorized to accept funding for an amount not to exceed One Hundred Eighteen Thousand Three Hundred Eighty-Six and 00/100 Dollars (\$118,386.00) for the period of June 1, 2024, through May 31, 2025.

SECTION 2. That the City Manager is further authorized to approve future change orders, extensions, amendments or addendums to this grant without Council approval, for an extension of time for completing the terms of the grant or for the receipt of additional funding for this same grant project, provided there are no changes in the terms and/or conditions or responsibilities to the City and provided each and every such change order, extension, amendment or addendum is approved by the City Manager, does not add more than 90% to the length of time of the grant or more than 50% to the original funding, is identified as being authorized by this ordinance, and a copy is filed with the City Clerk.

SECTION 3. That the City Manager is hereby authorized to increase appropriations by the amount of any increased grant awards authorized by change order, extension, amendment, or addendum for any increased funding under the terms of the previous section provided a copy of that action is also provided to the Finance Department.

SECTION 4. That appropriations in the 2023-2024 Grant Fund Health Department Operating Budget are hereby increased by One Hundred Eighteen Thousand Three Hundred Eighty-Six and 00/100 Dollars (\$118,386.00) from the revenue anticipated from the Contract for this Local Public Health Services Grant Program.

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

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

ATTEST:

City Clerk

APPROVED - FORM AND LEGALITY:

City Counselor

REVIEWED BY:

City Manager

I hereby certify that there is a balance, otherwise unencumbered, to the credit of the appropriation to which the foregoing expenditure is to be charged, and a cash balance, otherwise unencumbered, in the treasury, to the credit of the fund from which payment is to be made, sufficient to meet the obligation hereby incurred.

Source is: State Grant

Director of Finance
City of Independence, Missouri



MISSOURI DEPARTMENT OF HEALTH AND SENIOR SERVICES
STATE INVESTMENT IN LOCAL PUBLIC HEALTH SERVICES

1. This participation agreement is entered into by the State of Missouri, Department of Health and Senior Services (Department/state agency) and the below named entity/individual (Contractor). This agreement shall consist of: (1) this participation agreement, (2) Exhibit 1 - Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization, (3) Exhibit 2 - Anti-Discrimination Against Israel Act Certification, and (4) the Terms and Conditions, attached hereto. By signing below the Contractor and Department agree to all the terms and conditions set forth in this agreement.
2. The purpose of this agreement is to provide an investment of state resources in the local public health agency (LPHA) to support the delivery of public health services essential to the prevention of disease, promotion of healthy families, lifestyles and environments, and for protection from disease and disaster through an integrated and cooperative public health system in Missouri. The authority of the LPHA to perform public health services derives directly from this agreement and the Missouri Revised Statute 192.290.
3. This agreement shall be effective June 1, 2024, through May 31, 2027.

AGREEMENT NUMBER	AMENDMENT NUMBER	VENDOR NUMBER 44600019002
CONTRACTOR NAME (PLEASE PRINT/TYPE) Independence Health Department		DOING BUSINESS AS (DBA) NAME
NAME OF AUTHORIZED REPRESENTATIVE		PAYMENT MAILING ADDRESS 111 East Maple Avenue
FEDERAL TAX I.D. OR SOCIAL SECURITY NUMBER		CITY, STATE, ZIP Independence, MO 64050-3066
TELEPHONE NUMBER		E-MAIL ADDRESS
SIGNATURE OF CONTRACTOR OR REPRESENTATIVE		DATE
TYPE OF CONTRACTOR ☐ Hospital ☐ Pharmacy ☐ Dentist ☐ Therapist ☐ Physician (M.D./D.O.) ☐ Other _____		STATE LICENSE NO. (IF APPLICABLE)
MISSOURI DEPARTMENT OF HEALTH AND SENIOR SERVICES, DIVISION OF ADMINISTRATION DIRECTOR OR DESIGNEE ▶		DATE

4. The Contractor must be in compliance with the laws regarding conducting business in the State of Missouri. The Contractor shall provide documentation of compliance upon request by the Department. The compliance to conduct business in the state shall include, but not necessarily be limited to:
 - 4.1 Registration of business name (if applicable) with the Secretary of State at <http://sos.mo.gov/business/startBusiness.asp>
 - 4.2 Certificate of authority to transact business/certificate of good standing (if applicable)
 - 4.3 Taxes (e.g., city/county/state/federal)
 - 4.4 State and local certifications (e.g., professions/occupations/activities)
 - 4.5 Licenses and permits (e.g., city/county license, sales permits)
 - 4.6 Insurance (e.g., worker's compensation/unemployment compensation)
5. Unless otherwise stated in this contract, the Contractor shall use the below information for any correspondence regarding this contract:

Program Name: Center for Local Public Health Services

Program Contact: Jennifer Harrison

Address: 920 Wildwood, PO Box 570, Jefferson City, MO 65102-0570

Phone: 573-522-2881

Email: jennifer.harrison@health.mo.gov

6. The Department shall support the LPHA in the delivery of public health services by the following:
 - 6.1 Provide subject to availability, annual investment for each budget period (June 1 through May 30) of the agreement period.
 - 6.1.1 The investment includes and is subject to the annual appropriated amount available for federal reimbursements of qualifying LPHA expenditures through the Children's Health Insurance Program (CHIP), Health Services Initiative (H.S.I.).
 - 6.1.2 The investment includes and is subject to the annual appropriated amount available to the Department for state investment in local public health services.
 - 6.1.3 The amount available to the LPHA is posted at <http://clphs.health.mo.gov/LPHS/> under State Investment In Local Public Health Services-State and Children's Health Insurance Program (CHIP), Health Services Initiative (H.S.I.).
 - 6.1.4 The Department will notify the LPHA in writing when the amount available changes during the agreement period.

- 6.2 Provide a statewide communicable disease reporting system to facilitate compliance with 19 CSR 20 Chapter 20-Communicable Diseases.
 - 6.2.1 The reporting system will also assist with the identification of cases for implementation of control measures identified in 19 CSR 20-20.040.
 - 6.2.2 The reporting system will provide health information, if populated, on specific risk-factors associated with disease transmission.
- 6.3 Provide, at the LPHA's request, technical assistance and epidemiological support in the evaluation of communicable disease surveillance efforts, data, and control activities.
- 6.4 Provide all available public health and health related data and epidemiological support, including that data and support identified by the LPHA as needed to provide or evaluate public health services in the local jurisdiction.
- 6.5 Provide opportunities for funding and technical assistance related to the Department public health priorities, as available, including but not limited to:
 - 6.5.1 Chronic Disease Control and Prevention,
 - 6.5.2 Community Health and Wellness Promotion,
 - 6.5.3 Maternal and Child Health Promotion, and
 - 6.5.4 Public Health Emergency Preparedness.
- 6.6 Provide technical assistance, at the request of the LPHA in response to:
 - 6.6.1 Communicable disease case/outbreaks, including, but not limited to, food/waterborne, healthcare-associated infections, tuberculosis, vaccine preventable, and zoonotic diseases,
 - 6.6.2 environmental contamination situations or events, e.g., adulterated foods, sewage releases, hazardous waste releases, etc.,
 - 6.6.3 environmental public health activities
 - 6.6.4 public health assessments,
 - 6.6.5 community meetings or planning processes,
 - 6.6.6 public health emergency events, or
 - 6.6.7 any applicable communities' public health needs.
- 6.7 Provide local, regional and state level data to facilitate evaluation of public health performance statewide.

- 6.7.1 The LPHA may, at their discretion, provide feedback to the Department regarding the inclusion or exclusion of data elements used as performance measures.
- 6.7.2 The LPHA may, at their discretion, advise the Department regarding local determinants that impact the data elements used as performance measures.
- 6.8 Coordinate and provide meetings of local public health administrators or their designees to act as forums for discussing local, state, and federal public health issues.
- 6.8.1 Participation in meetings is not mandatory and is understood to be at the LPHA's discretion.
- 6.9 Provide annually or as needed, the following communicable disease training to support the LPHA with their delivery of public health services:
 - 6.9.1 Principles of Epidemiology,
 - 6.9.2 Health Assessment Training (HAT),
 - 6.9.3 Communicable Disease Registry Training (EpiTrax, WebSurv, etc.),
 - 6.9.4 Annual District Communicable Disease Update Meetings,
 - 6.9.5 TB Orientation Training, and
 - 6.9.6 Multidrug-Resistant TB Training.
- 6.10 Provide access to the following uniform training programs for Environmental Public Health Specialists to support the LPHA with their delivery of public health services:
 - 6.10.1 Environmental Health Fundamentals,
 - 6.10.2 Lodging Safety and Sanitation,
 - 6.10.3 Food Safety (Retail),
 - 6.10.4 Onsite Wastewater Treatment, and
 - 6.10.5 Emergency Response,
- 6.11 Provide access to State Public Health Laboratory services and 24/7 emergency laboratory services for assistance in rapid detection, investigation, and containment of health concerns and environmental public health hazards.
- 7. The LPHA shall support the Department in the delivery of public health services by the following:
 - 7.1 Complete and submit electronically two assessments annually, one pertaining to LPHA financial information and the other being an all-encompassing LPHA assessment. The due dates for both assessments will be disclosed to the Contractor by the Department.

- 7.1.1 Complete any required assessment training sessions prior to completing both required assessments.
- 7.1.2 Web links to assessment trainings and assessments will be issued prior to requested submission date.
- 7.2 Share with the Department the priority health issues identified by results of the most recent locally prepared needs assessment conducted by the LPHA in order to facilitate the development of a statewide health improvement plan.
- 7.3 Collaborate with the Department to identify gaps and resource needs within the local public health capacity to guide joint planning and future Department investments, including responses to surveys sent as needs and issues arise.
- 7.4 Provide local public health services guided by standards identified within the Department reference materials and training materials, including, but not limited to:
 - 7.4.1 Communicable Disease Investigation Reference Manual, <https://health.mo.gov/living/healthcondiseases/communicable/communicabledisease/cdmanual/index.php>,
 - 7.4.2 Tuberculosis Case Management Manual, <https://health.mo.gov/living/healthcondiseases/communicable/tuberculosis/tbmanual/index.php>,
 - 7.4.3 Environmental Health Operational Guidelines, <https://health.mo.gov/atoz/ehog/>,
 - 7.4.4 Public Health Nursing Manual, <https://health.mo.gov/living/lpha/phnursing/pdf/phn-manual.pdf>, and
 - 7.4.5 State and national public health accreditation standards.
- 7.5 Request from the Department any assistance the LPHA deems necessary to respond to:
 - 7.5.1 Communicable disease case/outbreaks, including, but not limited to, food/waterborne, healthcare-associated infections, tuberculosis, vaccine preventable, and zoonotic diseases,
 - 7.5.2 Environmental contamination situations or events, (e.g., adulterated foods, sewage releases, hazardous waste releases, etc.),
 - 7.5.3 Environmental public health concerns,
 - 7.5.4 Public health assessments,
 - 7.5.5 Community meetings or planning processes,
 - 7.5.6 Public health emergency events, or

- 7.5.7 Any applicable communities' public health needs.
- 7.6 Submit to the Department, a Vendor Request for Payment DH-38 form available online at <http://health.mo.gov/living/lpha/forms.php> either quarterly or monthly.
- 7.6.1 The LPHA must indicate invoicing preference upon signing of agreement in the area provided below.

Preferred Invoicing Schedule (please check one)

☐

Quarterly Invoicing

☐

Monthly Invoicing

- 7.6.2 If invoicing quarterly, the DH-38 form is due by July 15th, September 15th, December 15th, and March 15th, of the budget period. Advance payment for services is allowable under this option. If additional funding becomes available, a fifth invoice must be submitted by June 3rd.
- 7.6.3 If invoicing monthly, the DH-38 form must be submitted by the 15th of each month beginning July 15 and the May invoice submitted no later than June 3rd of the budget period.
- 7.7 The Contractor shall utilize the Department provided on-line Missouri Public Health Invoicing and Reporting System (MOPHIRS) to submit the DH-38 located at <https://healthapps.dhss.mo.gov/Login/Login.aspx?ReturnUrl=%2fmophirs%2fhome.aspx>.

8. **AUTHORIZED PERSONNEL**

- 8.1 The Contractor shall be responsible for assuring that all personnel are appropriately qualified and licensed or certified, as required by state, federal or local law, statute or regulation, respective to the services to be provided through this contract; and documentation of such licensure or certification shall be made available upon request.
- 8.2 The Contractor shall only utilize personnel authorized to work in the United States in accordance with applicable federal and state laws. This includes but is not limited to the Immigration Reform and Control Act of 1986 as codified at 8 U.S.C. § 1324a, the Illegal Immigration Reform and Immigrant Responsibility Act (IIRIRA) and Section 274A of the Immigration and Nationality Act. If the Contractor is found to be in violation of these requirements or the applicable laws of the state, federal and local laws and regulations, and if the State of Missouri has reasonable cause to believe that the Contractor has knowingly employed individuals who are not eligible to work in the United States, the state shall have the right to cancel the contract immediately without penalty or recourse and suspend or debar the Contractor from doing business with the state. The state may also withhold up to twenty-five percent of the total amount due to

the Contractor. The Contractor agrees to fully cooperate with any audit or investigation from federal, state or local law enforcement agencies.

- 8.3 Affidavit of Work Authorization and Documentation: Pursuant to section 285.530, RSMo, if the Contractor meets the section 285.525, RSMo definition of a “business entity” (<https://revisor.mo.gov/main/OneSection.aspx?section=285.530>), the Contractor must affirm the Contractor’s enrollment and participation in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services requested herein. The Contractor should complete applicable portions of Exhibit 1, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization, as attached hereto and is incorporated by reference as if fully set forth herein. The applicable portions of Exhibit 1 must be submitted prior to an award of a contract.
- 8.4 If the Contractor meets the definition of a business entity as defined in section 285.525, RSMo pertaining to section 285.530, RSMo the Contractor shall maintain enrollment and participation in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the contracted services included herein. If the Contractor’s business status changes during the life of the contract to become a business entity as defined in section 285.525, RSMo pertaining to section 285.530, RSMo then the Contractor shall, prior to the performance of any services as a business entity under the contract:
- 8.4.1 Enroll and participate in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein; AND
- 8.4.2 Provide to the Missouri Department of Health and Senior Services the documentation required in the exhibit titled, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization affirming said company’s/individual’s enrollment and participation in the E-Verify federal work authorization program; AND
- 8.4.3 Submit to the Missouri Department of Health and Senior Services a completed, notarized Affidavit of Work Authorization provided in the exhibit titled, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization.
- 8.5 In accordance with subsection 2 of section 285.530 RSMo, the Contractor should renew their Affidavit of Work Authorization annually. A valid Affidavit of Work Authorization is necessary to award any new contracts.

9. **ANTI-DISCRIMINATION AGAINST ISRAEL ACT CONTRACTOR REQUIREMENTS**

- 9.1 If the Contractor meets the definition of a company as defined in section 34.600, RSMo, and has ten or more employees, the Contractor shall not engage in a boycott of goods or services from the State of Israel; from companies doing business in or with

Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or from persons or entities doing business in the State of Israel as defined in section 34.600, RSMo.

- 9.2 If the Contractor meets the definition of a company as defined in section 34.600, RSMo, and the company's employees increases to ten or more during the life of the contract, then the Contractor shall submit to the Department a completed Box C of the exhibit titled, Anti-Discrimination Against Israel Act Certification, and shall comply with the requirements of Box C.
- 9.3 If during the life of the contract, the Contractor's business status changes to become a company as defined in section 34.600, RSMo, and the company has ten or more employees, then the Contractor shall comply with, complete, and submit to the Department a completed Box C of the exhibit titled, Anti-Discrimination Against Israel Act Certification.
- 9.4 Regardless of company status or number of employees, the Contractor is requested to complete and submit the applicable portion of Exhibit 2 - Anti-Discrimination Against Israel Act Certification as attached hereto and incorporated by reference as if fully set forth herein. Pursuant to section 34.600, RSMo, if the Contractor meets the section 34.600, RSMo, definition of a "company" (<https://revisor.mo.gov/main/OneSection.aspx?section=34.600>) and the Contractor has ten or more employees, the Contractor must certify in writing that the Contractor is not currently engaged in a boycott of goods or services from the State of Israel as defined in section 34.600, RSMo, and shall not engage in a boycott of goods or services from the State of Israel, for the duration of the contract. The applicable portion of the exhibit must be submitted prior to an award of a contract.
10. Each party under this contract may terminate the contract, in whole or in part, at any time, for its convenience without penalty or recourse by providing the following written notice.
 - 10.1 The Department will provide written notice to the Contractor at least thirty (30) calendar days prior to the effective date of such termination.
 - 10.2 The Contractor shall provide written notice to the Department at least sixty (60) calendar days prior to the effective date of such termination.
11. Both parties agree that cooperation and collaboration of public health agencies at the state and local level is necessary to meet the public health needs of the residents of and visitors to the State of Missouri.

EXHIBIT 1
BUSINESS ENTITY CERTIFICATION, ENROLLMENT DOCUMENTATION,
AND AFFIDAVIT OF WORK AUTHORIZATION

BUSINESS ENTITY CERTIFICATION:

The contractor must certify their current business status by completing either Box A or Box B or Box C on this Exhibit.

- | | |
|---------------|---|
| BOX A: | To be completed by a non-business entity as defined below. |
| BOX B: | To be completed by a business entity who has not yet completed and submitted documentation pertaining to the federal work authorization program as described at http://www.uscis.gov/e-verify . |
| BOX C: | To be completed by a business entity who has current work authorization documentation on file with a Missouri state agency including Division of Purchasing. |

Business entity, as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, is any person or group of persons performing or engaging in any activity, enterprise, profession, or occupation for gain, benefit, advantage, or livelihood. The term “**business entity**” shall include but not be limited to self-employed individuals, partnerships, corporations, contractors, and subcontractors. The term “**business entity**” shall include any business entity that possesses a business permit, license, or tax certificate issued by the state, any business entity that is exempt by law from obtaining such a business permit, and any business entity that is operating unlawfully without such a business permit. The term “**business entity**” shall not include a self-employed individual with no employees or entities utilizing the services of direct sellers as defined in subdivision (17) of subsection 12 of section 288.034, RSMo.

Note: Regarding governmental entities, business entity includes Missouri schools, Missouri universities (other than stated in Box C), out of state agencies, out of state schools, out of state universities, and political subdivisions. A business entity does not include Missouri state agencies and federal government entities.

BOX A – CURRENTLY NOT A BUSINESS ENTITY

I certify that _____ (Company/Individual Name) **DOES NOT CURRENTLY MEET** the definition of a business entity, as defined in section 285.525, RSMo pertaining to section 285.530, RSMo as stated above, because: (check the applicable business status that applies below)

- ☐ I am a self-employed individual with no employees; **OR**
☐ The company that I represent employs the services of direct sellers as defined in subdivision (17) of subsection 12 of section 288.034, RSMo.

I certify that I am not an alien unlawfully present in the United States and if _____ (Company/Individual Name) is awarded a contract for the services requested herein under **STATE INVESTMENT IN LOCAL PUBLIC HEALTH SERVICES** (Contract Title) and if the business status changes during the life of the contract to become a business entity as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, then, prior to the performance of any services as a business entity, _____ (Company/Individual Name) agrees to complete Box B, comply with the requirements stated in Box B and provide the Department of Health and Senior Services with all documentation required in Box B of this exhibit.

Authorized Representative's Name (Please Print)

Authorized Representative's Signature

Company Name (if applicable)

Date

EXHIBIT 1, continued

(Complete the following if you DO NOT have the E-Verify documentation and a current Affidavit of Work Authorization already on file with the State of Missouri. If completing Box B, do not complete Box C.)

BOX B – CURRENT BUSINESS ENTITY STATUS

I certify that _____ (Business Entity Name) **MEETS** the definition of a business entity as defined in section 285.525, RSMo, pertaining to section 285.530.

Authorized Business Entity Representative's
Name (Please Print)

Authorized Business Entity
Representative's Signature

Business Entity Name

Date

E-Mail Address

As a business entity, the contractor must perform/provide each of the following. The contractor should check each to verify completion/submission of all of the following:

- ☐ Enroll and participate in the E-Verify federal work authorization program (Website: <http://www.uscis.gov/e-verify>; Phone: 888-464-4218; Email: e-verify@dhs.gov) with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein; AND
- ☐ Provide documentation affirming said company's/individual's enrollment and participation in the E-Verify federal work authorization program. Documentation shall include EITHER the E-Verify Employment Eligibility Verification page listing the contractor's name and company ID OR a page from the E-Verify Memorandum of Understanding (MOU) listing the contractor's name and the MOU signature page completed and signed, at minimum, by the contractor and the Department of Homeland Security – Verification Division. If the signature page of the MOU lists the contractor's name and company ID, then no additional pages of the MOU must be submitted; AND
- ☐ Submit a completed, notarized Affidavit of Work Authorization provided on the next page of this Exhibit.

EXHIBIT 1, continued

AFFIDAVIT OF WORK AUTHORIZATION:

The contractor who meets the section 285.525, RSMo, definition of a business entity must complete and return the following Affidavit of Work Authorization.

Comes now _____ (Name of Business Entity Authorized Representative) as _____ (Position/Title) first being duly sworn on my oath, affirm _____ (Business Entity Name) is enrolled and will continue to participate in the E-Verify federal work authorization program with respect to employees hired after enrollment in the program who are proposed to work in connection with the services related to contract(s) with the State of Missouri for the duration of the contract(s), if awarded in accordance with subsection 2 of section 285.530, RSMo. I also affirm that _____ (Business Entity Name) does not and will not knowingly employ a person who is an unauthorized alien in connection with the contracted services provided under the contract(s) for the duration of the contract(s), if awarded.

In Affirmation thereof, the facts stated above are true and correct. (The undersigned understands that false statements made in this filing are subject to the penalties provided under section 575.040, RSMo.)

Authorized Representative's Signature

Printed Name

Title

Date

E-Mail Address

E-Verify Company ID Number

Subscribed and sworn to before me this _____ of _____, I am
(DAY) (MONTH, YEAR)

commissioned as a notary public within the County of _____, State of
(NAME OF COUNTY)

_____, and my commission expires on _____.
(NAME OF STATE) (DATE)

Signature of Notary

Date

EXHIBIT 1, continued

(Complete the following if you have the E-Verify documentation and a current Affidavit of Work Authorization already on file with the State of Missouri. If completing Box C, do not complete Box B.)

BOX C – AFFIDAVIT ON FILE - CURRENT BUSINESS ENTITY STATUS

I certify that _____ (Business Entity Name) **MEETS** the definition of a business entity as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, and have enrolled and currently participates in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services related to contract(s) with the State of Missouri. We have previously provided documentation to a Missouri state agency or public university that affirms enrollment and participation in the E-Verify federal work authorization program. The documentation that was previously provided included the following.

- ✓ The E-Verify Employment Eligibility Verification page OR a page from the E-Verify Memorandum of Understanding (MOU) listing the contractor's name and the MOU signature page completed and signed by the contractor and the Department of Homeland Security – Verification Division
- ✓ A current, notarized Affidavit of Work Authorization (must be completed, signed, and notarized within the past twelve months).

Name of **Missouri State Agency** or **Public University*** to Which Previous E-Verify Documentation Submitted: _____

(*Public University includes the following five schools under chapter 34, RSMo: Harris-Stowe State University – St. Louis; Missouri Southern State University – Joplin; Missouri Western State University – St. Joseph; Northwest Missouri State University – Maryville; Southeast Missouri State University – Cape Girardeau.)

Date of Previous E-Verify Documentation Submission: _____

Previous **Bid/Contract Number** for Which Previous E-Verify Documentation Submitted:
(if known) _____

Authorized Business Entity Representative's
Name (Please Print)

Authorized Business Entity
Representative's Signature

E-Verify MOU Company ID Number

E-Mail Address

Business Entity Name

Date

FOR STATE USE ONLY

Documentation Verification Completed By:

Buyer

Date

EXHIBIT 2
ANTI-DISCRIMINATION AGAINST ISRAEL ACT CERTIFICATION

Statutory Requirement: Section 34.600, RSMo, precludes entering into a contract with a company to acquire products and/or services “unless the contract includes a written certification that the company is not currently engaged in and shall not, for the duration of the contract, engage in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel.”

Exceptions: The statute provides two exceptions for this certification: 1) “contracts with a total potential value of less than one hundred thousand dollars” or 2) “contractors with fewer than ten employees.” Therefore the following certification is required prior to any contract award.

Section 34.600, RSMo, defines the following terms:

Company - any for-profit or not-for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, limited liability company, or other entity or business association, including all wholly-owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of those entities or business associations.

Boycott Israel and Boycott of the State of Israel - engaging in refusals to deal, terminating business activities, or other actions to discriminate against, inflict economic harm, or otherwise limit commercial relations specifically with the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel, that are all intended to support a boycott of the State of Israel. A company’s statement that it is participating in boycotts of the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel, or that it has taken the boycott action at the request, in compliance with, or in furtherance of calls for a boycott of the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel shall be considered to be conclusive evidence that a company is participating in a boycott of the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel; provided, however that a company that has made no such statement may still be considered to be participating in a boycott of the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel if other factors warrant such a conclusion.

Certification: The Contractor must therefore certify their current status by completing either Box A, Box B, or Box C on the next page of this Exhibit.

- | | |
|---------------|--|
| BOX A: | To be completed by a Contractor that <u>does not meet the definition of “company”</u> above, hereinafter referred to as “Non-Company.” |
| BOX B: | To be completed by a Contractor that meets the definition of “Company” but has <u>less than ten employees.</u> |
| BOX C: | To be completed by a Contractor that <u>meets the definition of “Company”</u> and <u>has ten or more employees.</u> |

EXHIBIT 2, continued

BOX A – NON-COMPANY ENTITY

I certify that _____ (Entity Name) currently **DOES NOT MEET** the definition of a company as defined in section 34.600, RSMo, but that if awarded a contract and the entity's business status changes during the life of the contract to become a "company" as defined in section 34.600, RSMo, and the entity has ten or more employees, then, prior to the delivery of any services and/or supplies as a company, the entity agrees to comply with, complete, and return Box C to the Department of Health and Senior Services at that time.

Authorized Representative's Name (Please Print)

Authorized Representative's Signature

Entity Name

Date

BOX B – COMPANY ENTITY WITH LESS THAN TEN EMPLOYEES

I certify that _____ (Company Name) **MEETS** the definition of a company as defined in section 34.600, RSMo, and currently has less than ten employees but that if awarded a contract and if the company increases the number of employees to ten or more during the life of the contract, then said company shall comply with, complete, and return Box C to the Department of Health and Senior Services at that time.

Authorized Representative's Name (Please Print)

Authorized Representative's Signature

Company Name

Date

BOX C – COMPANY ENTITY WITH TEN OR MORE EMPLOYEES

I certify that _____ (Company Name) **MEETS** the definition of a company as defined in section 34.600, RSMo, has ten or more employees, and is not currently engaged in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel as defined in section 34.600, RSMo. I further certify that if the company is awarded a contract for the services and/or supplies requested herein said company shall not engage in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel as defined in section 34.600, RSMo, for the duration of the contract.

Authorized Representative's Name (Please Print)

Authorized Representative's Signature

Company Name

Date

**STATE OF MISSOURI
DEPARTMENT OF HEALTH AND SENIOR SERVICES**

TERMS AND CONDITIONS

This contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained herein. Any change must be accomplished by a formal signed amendment prior to the effective date of such change.

1. APPLICABLE LAWS AND REGULATIONS

- a. The contract shall be construed according to the laws of the State of Missouri (state). The Contractor shall comply with all local, state, and federal laws and regulations related to the performance of the contract to the extent that the same may be applicable.
- b. To the extent that a provision of the contract is contrary to the Constitution or laws of the State of Missouri or of the United States, the provisions shall be void and unenforceable. However, the balance of the contract shall remain in force between the parties unless terminated by consent of both the Contractor and the state.
- c. The Contractor must be registered and maintain good standing with the Secretary of State of the State of Missouri and other regulatory agencies, as may be required by law or regulations.
- d. The Contractor must timely file and pay all Missouri sales, withholding, corporate and any other required Missouri tax returns and taxes, including interest and additions to tax.
- e. The exclusive venue for any legal proceeding relating to or arising out of the contract shall be in the Circuit Court of Cole County, Missouri.
- f. The Contractor shall only employ personnel authorized to work in the United States in accordance with applicable federal and state laws and Executive Order 07-13 for work performed in the United States.

2. INVOICING AND PAYMENT

- a. The State of Missouri does not pay state or federal taxes unless otherwise required under law or regulation. Prices shall include all packing, handling and shipping charges FOB destination, freight prepaid and allowed unless otherwise specified herein.
- b. The statewide financial management system has been designed to capture certain receipt and payment information. For each purchase order received, an invoice must be submitted that references the purchase order number and must be itemized in accordance with items listed on the purchase order. Failure to comply with this requirement may delay processing of invoices for payment.
- c. The Contractor shall not transfer any interest in the contract, whether by assignment or otherwise, without the prior written consent of the state.
- d. Payment for all equipment, supplies, and/or services required herein shall be made in arrears unless otherwise indicated in the specific contract terms.
- e. The State of Missouri assumes no obligation for equipment, supplies, and/or services shipped or provided in excess of the quantity ordered. Any unauthorized quantity is subject to the state's rejection and shall be returned at the Contractor's expense.
- f. All invoices for equipment, supplies, and/or services purchased by the State of Missouri shall be subject to late payment charges as provided in section 34.055, RSMo.
- g. The State of Missouri reserves the right to purchase goods and services using the state purchasing card.

3. DELIVERY

Time is of the essence. Deliveries of equipment, supplies, and/or services must be made no later than the time stated in the contract or within a reasonable period of time, if a specific time is not stated.

4. INSPECTION AND ACCEPTANCE

- a. No equipment, supplies, and/or services received by an agency of the state pursuant to a contract shall be deemed accepted until the agency has had reasonable opportunity to inspect said equipment, supplies, and/or services.
- b. All equipment, supplies, and/or services which do not comply with the specifications and/or requirements or which are otherwise unacceptable or defective may be rejected. In addition, all equipment, supplies, and/or services which are discovered to be defective or which do not conform to any warranty of the Contractor upon inspection (or at any later time if the defects contained were not reasonably ascertainable upon the initial inspection) may be rejected.
- c. The State of Missouri reserves the right to return any such rejected shipment at the Contractor's expense for full credit or replacement and to specify a reasonable date by which replacements must be received.
- d. The State of Missouri's right to reject any unacceptable equipment, supplies, and/or services shall not exclude any other legal, equitable or contractual remedies the state may have.

5. CONFLICT OF INTEREST

Elected or appointed officials or employees of the State of Missouri or any political subdivision thereof, serving in an executive or administrative capacity, must comply with sections 105.452 and 105.454, RSMo, regarding conflict of interest.

6. WARRANTY

The Contractor expressly warrants that all equipment, supplies, and/or services provided shall: (1) conform to each and every specification, drawing, sample or other description which was furnished to or adopted by the state, (2) be fit and sufficient for the purpose intended, (3) be merchantable, (4) be of good materials and workmanship, and (5) be free from defect. Such warranty shall survive delivery and shall not be deemed waived either by reason of the state's acceptance or of payment for said equipment, supplies, and/or services.

7. REMEDIES AND RIGHTS

- a. No provision in the contract shall be construed, expressly or implied, as a waiver by the State of Missouri of any existing or future right and/or remedy available by law in the event of any claim by the State of Missouri of the Contractor's default or breach of contract.
- b. The Contractor agrees and understands that the contract shall constitute an assignment by the Contractor to the State of Missouri of all rights, title and interest in and to all causes of action that the Contractor may have under the antitrust laws of the United States or the State of Missouri for which causes of action have accrued or will accrue as the result of or in relation to the particular equipment, supplies, and/or services purchased or procured by the Contractor in the fulfillment of the contract with the State of Missouri.

8. CANCELLATION OF CONTRACT

- a. In the event of material breach of the contractual obligations by the Contractor, the state may cancel the contract. At its sole discretion, the state may give the Contractor an opportunity to cure the breach or to explain how the breach will be cured. The actual cure must be completed within no more than 10 working days from notification, or at a minimum the Contractor must provide the state within 10 working days from notification a written plan detailing how the Contractor intends to cure the breach.
- b. If the Contractor fails to cure the breach or if circumstances demand immediate action, the state will issue a notice of cancellation terminating the contract immediately. If it is determined the state improperly cancelled the contract, such cancellation shall be deemed a termination for convenience in accordance with the contract.
- c. If the state cancels the contract for breach, the state reserves the right to obtain the equipment, supplies, and/or services to be provided pursuant to the contract from other sources and upon such terms and in such manner as the state deems appropriate and charge the Contractor for any additional costs incurred thereby.
- d. The Contractor understands and agrees that funds required to fund the contract must be appropriated by the General Assembly of the State of Missouri for each fiscal year included within the contract period. The contract shall not be binding upon the state for any period in which funds have not been appropriated, and the state shall not be liable for any costs associated with termination caused by lack of appropriations.

9. BANKRUPTCY OR INSOLVENCY

Upon filing for any bankruptcy or insolvency proceeding by or against the Contractor, whether voluntary or involuntary, or upon the appointment of a receiver, trustee, or assignee for the benefit of creditors, the Contractor must notify the state immediately. Upon learning of any such actions, the state reserves the right, at its sole discretion, to either cancel the contract or affirm the contract and hold the Contractor responsible for damages.

10. INVENTIONS, PATENTS AND COPYRIGHTS

The Contractor shall defend, protect, and hold harmless the State of Missouri, its officers, agents, and employees against all suits of law or in equity resulting from patent and copyright infringement concerning the Contractor's performance or products produced under the terms of the contract.

11. NON-DISCRIMINATION AND AFFIRMATIVE ACTION

In connection with the furnishing of equipment, supplies, and/or services under the contract, the Contractor and all subcontractors shall agree not to discriminate against recipients of services or employees or applicants for employment on the basis of race, color, religion, national origin, sex, age, disability, or veteran status unless otherwise provided by law. If the Contractor or subcontractor employs at least 50 persons, they shall have and maintain an affirmative action program which shall include:

- a. A written policy statement committing the organization to affirmative action and assigning management responsibilities and procedures for evaluation and dissemination;
- b. The identification of a person designated to handle affirmative action;
- c. The establishment of non-discriminatory selection standards, objective measures to analyze recruitment, an upward mobility system, a wage and salary structure, and standards applicable to layoff, recall, discharge, demotion, and discipline;
- d. The exclusion of discrimination from all collective bargaining agreements; and
- e. Performance of an internal audit of the reporting system to monitor execution and to provide for future planning.

If discrimination by a Contractor is found to exist, the state shall take appropriate enforcement action which may include, but not necessarily be limited to, cancellation of the contract, suspension, or debarment by the state until corrective action by the Contractor is made and ensured, and referral to the Attorney General's Office, whichever enforcement action may be deemed most appropriate.

12. AMERICANS WITH DISABILITIES ACT

In connection with the furnishing of equipment, supplies, and/or services under the contract, the Contractor and all subcontractors shall comply with all applicable requirements and provisions of the Americans with Disabilities Act (ADA).

13. FILING AND PAYMENT OF TAXES

The commissioner of administration and other agencies to which the state purchasing law applies shall not contract for goods or services with a vendor if the vendor or an affiliate of the vendor makes sales at retail of tangible personal property or for the purpose of storage, use, or consumption in this state but fails to collect and properly pay the tax as provided in chapter 144, RSMo. For the purposes of this section, "affiliate of the vendor" shall mean any person or entity that is controlled by or is under common control with the vendor, whether through stock ownership or otherwise.

14. COMMUNICATIONS AND NOTICES

Any notice to the Contractor shall be deemed sufficient when deposited in the United States mail postage prepaid, transmitted by facsimile, transmitted by e-mail or hand-carried and pre



Missouri Department of Health and Senior Services

P.O. Box 570, Jefferson City, MO 65102-0570 Phone: 573-751-6400 FAX: 573-751-6010
RELAY MISSOURI for Hearing and Speech Impaired and Voice dial: 711



Paula F. Nickelson
Director

Michael L. Parson
Governor

Dear Contractor:

Enclosed is a Memorandum of Understanding between your organization and the Department of Health and Senior Services that requires you to complete the following steps:

1. Review and sign the agreement; and
2. Return a copy of the agreement to:

Bureau of Procurement Services
Missouri Department of Health and Senior Services
P.O. Box 570
Jefferson City, MO 65102

or email to: Procurement@health.mo.gov

Please contact the Bureau of Procurement Services at (573) 751-6471 or via email at Procurement@health.mo.gov if you have any questions regarding this letter.

Enclosures

PROMOTING HEALTH AND SAFETY

The Missouri Department of Health and Senior Services' vision is optimal health and safety for all Missourians, in all communities, for life.

MEMORANDUM OF UNDERSTANDING (MOU)

1. Purpose

- 1.1 This agreement is entered into between the Missouri Department of Health and Senior Services, hereafter referred to as “Department” and the Independence Health Department, hereafter referred to as “LPHA”. The agreement shall be effective June 1, 2024, through May 31, 2027, in conjunction with the Participation Agreement for State Investment in Local Public Health Services.
- 1.2 The agreement sets forth the terms and conditions for the Children’s Health Insurance Program (CHIP) Health Services Initiatives (H.S.I.). Specific H.S.I. may include the following programs:
 - 1.2.1 *Immunization programs*

LPHAs provide a vital role in immunizing our children and promoting immunization among hard to reach families and communities. Immunization program costs are operational (staff related) costs only. If the vaccines costs are funded through the Vaccines for Children (VFC) program or any other federal source, the costs of the vaccines are not included in the CHIP claiming. The immunization program costs claimed under CHIP are net of revenue obtained from billing Medicaid and other insurers for administrative costs.
 - 1.2.2 *Lead testing and prevention programs*

LPHAs are at the forefront of monitoring and managing lead poisoning among children up to age six. Lead program costs include educating families about lead poisoning, testing, and case management services. The lead related program costs claimed under CHIP are net of applicable credits.
 - 1.2.3 *Newborn services*

LPHAs offer a variety of services to high risk families. Clinical staff and other trained professionals provide a range of services to young families to ensure the healthy development of infants and toddlers.
 - 1.2.4 *Screening, Diagnosis and Education of Public Health Issues*

LPHAs provide health related services to children under the age of 19 in a wide variety of settings, including health department facilities, schools, preschools, day care centers, churches, community centers, homes and other settings. Services include health education, screenings, diagnosis, maintenance of health records, basic nursing services and referrals as needed to other health care providers. These services are distinct and different from the services provided in schools as part of special education services authorized under IDEA.

2. Process

- 2.1 The Department will provide the LPHA with the CHIP H.S.I. Net Expenditure Report form for reporting expenditures.
- 2.2 The LPHA shall submit a quarterly CHIP H.S.I. Net Expenditure Report form no later than 30 days following the end of each calendar quarter.
- 2.3 The Department will compile expenditure documentation from LPHAs and submit net expenditures by program on a quarterly basis to the Department of Social Services for federal reimbursement under Title XXI of the Social Security Act.
- 2.4 The distribution of the federal reimbursement of qualifying LPHA expenditures through the CHIP H.S.I. will be based on a methodology established by the Department.

3.0 Federal Requirements

- 3.1 Program expenditures requested for federal reimbursement under CHIP H.S.I. must have been paid solely by local or state funds.
- 3.2 Since this agreement involves the use of federal funds, the Department has determined that this agreement is subrecipient in nature as defined in the Office of Management and Budget (OMB) Circular A-133, Section 210. The signature of the LPHA's authorized representative indicates compliance with the Certifications contained in Attachment A and the special conditions contained in Attachment B as attached hereto and incorporated by reference as if fully set forth herein.

4.0 Confidentiality

- 4.1 The LPHA shall comply with provisions of Attachment C, as attached hereto and incorporated by reference as if fully set forth herein, in regards to the Health Insurance Portability and Accountability Act of 1996, as amended.

5.0 Amendments

- 5.1 The parties agree that any changes to the MOU must be by formal amendment reviewed, approved and signed by the parties.
- 5.2 The parties agree that no other documents, including correspondence, acts and oral communications by or from any person, shall be construed as an amendment to the MOU.

6.0 Monitoring

6.1 The department reserves the right to monitor this agreement to ensure compliance.

7.0 Documentation

7.1 The LPHA shall retain all books, records, and other documents relevant to this agreement for a period of five (5) years after final payment or the completion of an audit, whichever is later, or as otherwise designated by the federal funding agency. The LPHA shall allow authorized representatives of the Department, State, and Federal Government to inspect these records upon request. If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the five (5) year period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular five (5) year period, whichever is later. Failure to retain adequate documentation for any service billed may result in recovery of payments for services not adequately documented.

8.0 Termination

8.1 Either party may terminate this MOU after providing a minimum of thirty (30) days notice.

Local Public Health Agency	Date
Authorized Signature	

Department of Health and Senior Services	Date
Authorized Signature	

CERTIFICATIONS AND SPECIAL PROVISIONS**1. GENERAL**

- 1.1 To the extent that this contract involves the use, in whole or in part, federal funds, the signature of the Contractor's authorized representative on the contract signature page indicates compliance with the following Certifications and special provisions.

2. CONTRACTOR'S CERTIFICATION REGARDING SUSPENSION AND DEBARMENT

- 2.1 The Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this contract by any Federal department or agency pursuant to 2 CFR Part 180.
- 2.2 The Contractor shall include these certification requirements regarding debarment, suspension, ineligibility, and voluntary exclusion in all lower tier covered transactions.
- 2.3 If the Contractor enters into a covered transaction with another person at the next lower tier, the Contractor must verify that the person with whom it intends to do business is not excluded or disqualified by:
- 2.3.1 Checking the System of Award Management (SAM) <https://www.sam.gov>; or
- 2.3.2 Collecting a certification from that person; or
- 2.3.3 Adding a clause or condition to the covered transaction with that person.

3. CONTRACTOR'S CERTIFICATION REGARDING LOBBYING

- 3.1 The Contractor certifies that no Federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 3.2 The Contractor certifies that no funds under this contract shall be used to pay for any activity to support or defeat the enactment of legislation before the Congress, or any State

CERTIFICATIONS AND SPECIAL PROVISIONS

or local legislature or legislative body. The Contractor shall not use any funds under this contract to pay for any activity to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any State or local government.

- 3.3 The Contractor certifies that no funds under this contract shall be used to pay the salary or expenses of the Contractor, or an agent acting for the Contractor who engages in any activity designed to influence the enactment of legislation or appropriations proposed or pending before the Congress, or any State, local legislature or legislative body, or any regulation, administrative action, or Executive Order issued by the executive branch of any State or local government.
- 3.4 The above prohibitions include any activity to advocate or promote any proposed, pending or future Federal, State or local tax increase, or any proposed, pending or future requirement or restriction on any legal consumer product, including its sale or marketing, including but not limited to the advocacy or promotion of gun control.
- 3.5 If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with any Federal contract, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.
- 3.6 The Contractor shall require that the language of this section be included in the award documents for all subawards at all levels (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
- 3.7 This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

CERTIFICATIONS AND SPECIAL PROVISIONS**4. CONTRACTOR'S CERTIFICATION REGARDING A DRUG FREE WORKPLACE**

- 4.1 The Contractor certifies it shall provide a drug free workplace in accordance with the Drug Free Workplace Act of 1988, 41 U.S.C. Chapter 81, and all applicable regulations. The Contractor is required to report any conviction of employees providing services under this contract under a criminal drug statute for violations occurring on the Contractor's premises or off the Contractor's premises while conducting official business. The Contractor shall report any conviction to the Department within five (5) working days after the conviction. Submit reports to:

Missouri Department of Health and Senior Services
Division of Administration, Grants Accounting Unit
P.O. Box 570
920 Wildwood Drive
Jefferson City, Missouri 65102-0570

5. CONTRACTOR'S CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

- 5.1 The Pro-Children Act of 1994, (Public Law 103-227, 20 U.S.C. §§ 6081-6084), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The Pro-Children Act also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such federal funds. The Pro-Children Act does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable Federal funds is Medicare or Medicaid; or facilities where WIC coupons are redeemed. Failure to comply with the provisions of the Pro-Children Act may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity.
- 5.2 The Contractor certifies that it will comply with the requirements of the Pro-Children Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Pro-Children Act.

CERTIFICATIONS AND SPECIAL PROVISIONS

- 5.3 The Contractor agrees that it will require that the language of this certification be included in any subcontract or subaward that contains provisions for children's services and that all subrecipients shall certify accordingly. Failure to comply with the provisions of the Pro-Children Act law may result in the imposition of a civil monetary penalty of up to \$1,000 per day.

6. CONTRACTOR'S CERTIFICATION REGARDING NON-DISCRIMINATION

- 6.1 The Contractor shall comply with all federal and state statutes, regulations and executive orders relating to nondiscrimination and equal employment opportunity to the extent applicable to the contract. These include but are not limited to:
- 6.1.1 Title VI of the Civil Rights Act of 1964 (P.L. 88-352, 42 U.S.C. § 2000d *et seq.*) which prohibits discrimination on the basis of race, color, or national origin (this includes individuals with limited English proficiency) in programs and activities receiving federal financial assistance and Title VII of the Act which prohibits discrimination on the basis of race, color, national origin, sex, or religion in all employment activities;
 - 6.1.2 Equal Pay Act of 1963 (P.L. 88 -38, as amended, 29 U.S.C. § 206 (d));
 - 6.1.3 Title IX of the Education Amendments of 1972, as amended (20 U.S.C §§ 1681-1683 and 1685-1686) which prohibits discrimination on the basis of sex;
 - 6.1.4 Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794) and the Americans with Disabilities Act of 1990, as amended by the ADA Amendment Act of 2008 (42 U.S.C. 12101 *et seq.*) as implemented by all applicable regulations;
 - 6.1.5 The Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107) which prohibits discrimination on the basis of age;
 - 6.1.6 Equal Employment Opportunity – E.O. 11246, as amended;
 - 6.1.7 Missouri State Regulation, 19 CSR 10-2.010, Civil Rights Compliance Requirements;
 - 6.1.8 Missouri Governor's E.O. #05-30 (excluding paragraph 1, which was superseded by E.O. #10-24);
 - 6.1.9 Missouri Governor's E.O. #10-24; and

CERTIFICATIONS AND SPECIAL PROVISIONS

- 6.1.10 The requirements of any other nondiscrimination federal and state statutes, regulations and executive orders which may apply to the services provided via the contract.

7. CONTRACTOR'S CERTIFICATION REGARDING EMPLOYEE WHISTLEBLOWER PROTECTIONS

- 7.1 The Contractor shall comply with the provisions of 41 U.S.C. 4712 that states an employee of a contractor, subcontractor, grantee, or subgrantee may not be discharged, demoted or otherwise discriminated against as a reprisal for "whistleblowing". In addition, whistleblower protections cannot be waived by any agreement, policy, form, or condition of employment.
- 7.2 The Contractor's employees are encouraged to report fraud, waste, and abuse. The Contractor shall inform their employees in writing they are subject to federal whistleblower rights and remedies. This notification must be in the predominant native language of the workforce.
- 7.3 The Contractor shall include this requirement in any agreement made with a subcontractor or subgrantee.

8. CLEAN AIR ACT AND WATER POLLUTION CONTROL ACT

- 8.1 The Contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 *et seq.*) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 *et seq.*).

SUBRECIPIENT SPECIAL CONDITIONS

1. The Department of Health and Senior Services has determined that this contract is subrecipient in nature as defined in the 2 CFR § 200.331. To the extent that this contract involves the use, in whole or in part, of federal funds, the Contractor shall comply with the following special conditions.
 - 1.1 The Contractor shall comply with all applicable implementing regulations, and all other laws, regulations and policies authorizing or governing the use of any federal funds paid to the Contractor through this contract. The Contractor shall ensure compliance with U.S. statutory and public policy requirements, including but not limited to, those protecting public welfare, the environment, and prohibiting discrimination. See the Federal Agency's Notice of Grant Award at <https://health.mo.gov/information/contractorresources/> for the terms and conditions of the federal award(s) governing this contract. Refer to the Contract Funding Source(s) report enclosed with the contract for a listing of the applicable federal award numbers.
 - 1.2 In performing its responsibilities under this contract, the Contractor shall fully comply with the Office of Management and Budget (OMB) Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards (2 CFR Part 200, as applicable, including any subsequent amendments).
 - 1.3 The Contractor shall send audit reports, other than their Single Audit Report, to the Department of Health and Senior Services, Division of Administration, P.O. Box 570, Jefferson City, MO 65102 each contract year. If a Single Audit is required, the Contractor must submit the Single Audit Report according to 2 CFR § 200.512. The Contractor shall return to the Department any funds disallowed in an audit of this contract.
 - 1.4 The Contractor shall comply with the public policy requirements as specified in the Department of Health and Human Services (HHS) Grants Policy Statement which is incorporated herein as if fully set forth.
<http://www.hhs.gov/sites/default/files/grants/grants/policies-regulations/hhsgps107.pdf>
 - 1.5 The Contractor shall be responsible for any disallowances, questioned costs, or other items, including interest, not allowed under the federal award or this contract. The Contractor shall return to the Department any funds disallowed within ninety days of notification by the Department to return such funds.
 - 1.6 The Contractor shall notify the Department in writing within 30 days after a change occurs in its primary personnel involved in managing this contract.

SUBRECIPIENT SPECIAL CONDITIONS

- 1.7 The Contractor shall notify the Department in writing of any violation of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting federal monies under this contract. Failure by the Contractor to disclose such violations may result in the Department taking action as described in 2 CFR § 200.339 Remedies for Noncompliance.
- 1.8 The Contractor shall comply with Trafficking Victims Protection Act of 2000 (22 U.S.C. Chapter 78), as amended. This law applies to any private entity. A private entity includes any entity other than a State, local government, Indian tribe, or foreign public entity, as defined in 2 CFR § 175.25. The subrecipient and subrecipients' employees may not:
 - 1.8.1 Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
 - 1.8.2 Procure a commercial sex act during the period of time that the award is in effect; or
 - 1.8.3 Use forced labor in the performance of the award or subawards under the award.
 - 1.8.4 The Contractor must include the requirements of this paragraph in any subaward made to a private entity.
- 1.9 The Contractor shall comply with 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations, as applicable.
- 1.10 A Contractor that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act (42 U.S.C. § 6962), as amended by the Resource Conservation and Recovery Act (P.L. 94-580). The requirements of Section 6002 relate solely to procuring items designated in the guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247.
- 1.11 The Contractor shall provide its Unique Entity Identifier (UEI) number to the Department. If the Contractor is an exempt individual as per 2 CFR § 25.110(b), the Contractor shall notify the Department of its exemption. Pursuant to 2 CFR Part 25, no entity may receive a subaward unless the entity has provided its UEI number. The Department shall withhold the award of this contract until the Contractor submits the UEI number to the Department and the Department has verified the UEI number.

SUBRECIPIENT SPECIAL CONDITIONS**1.12 Equipment**

- 1.12.1 Title to equipment purchased by the Contractor for the purposes of fulfilling contract services vests in the Contractor upon acquisition, subject to the conditions that apply as set forth in 2 CFR § 200.313. The Contractor must obtain written approval from the Department prior to purchasing equipment with a cost greater than \$1,000. The repair and maintenance of purchased equipment will be the responsibility of the Contractor. Upon satisfactory completion of the contract, if the current fair market value (FMV) of the equipment purchased by the Contractor is less than \$5,000, the Contractor has no further obligation to the Department. The Contractor may sell or retain items it purchased with a current FMV greater than \$5,000, but the Contractor may be required to reimburse the Department for costs up to the current value of the equipment.
- 1.12.2 Equipment purchased by the Department and placed in the custody of the Contractor shall remain the property of the Department. The Contractor must ensure these items are safeguarded and maintained appropriately, and return such equipment to the Department at the end of the program.

1. Business Associate Provisions

- 1.1 Health Insurance Portability and Accountability Act of 1996, as amended - The state agency and the Contractor are both subject to and must comply with provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), as amended by the Health Information Technology for Economic and Clinical Health Act (HITECH) (PL-111-5) (collectively, and hereinafter, HIPAA) and all regulations promulgated pursuant to authority granted therein. The Contractor constitutes a “Business Associate” of the state agency. Therefore, the term, “contractor” as used in this section shall mean “Business Associate.”
- 1.1.1 The Contractor agrees that for purposes of the Business Associate Provisions contained herein, terms used but not otherwise defined shall have the same meaning as those terms defined in 45 CFR Parts 160 and 164 and 42 U.S.C. §§ 17921 *et. seq.* including, but not limited to the following:
- a. “Access”, “administrative safeguards”, “confidentiality”, “covered entity”, “data aggregation”, “designated record set”, “disclosure”, “hybrid entity”, “information system”, “physical safeguards”, “required by law”, “technical safeguards”, “use” and “workforce” shall have the same meanings as defined in 45 CFR 160.103, 164.103, 164.304, and 164.501 and HIPAA.
 - b. “Breach” shall mean the unauthorized acquisition, access, use, or disclosure of Protected Health Information which compromises the security or privacy of such information, except as provided in 42 U.S.C. § 17921. This definition shall not apply to the term “breach of contract” as used within the contract.
 - c. “Business Associate” shall generally have the same meaning as the term “business associate” at 45 CFR 160.103, and in reference to the party to this agreement, shall mean the Contractor.
 - d. “Covered Entity” shall generally have the same meaning as the term “covered entity” at 45 CFR 160.103, and in reference to the party to this agreement, shall mean the state agency.
 - e. “Electronic Protected Health Information” shall mean information that comes within paragraphs (1)(i) or (1)(ii) of the definition of Protected Health Information as specified below.
 - f. “Enforcement Rule” shall mean the HIPAA Administrative Simplification: Enforcement; Final Rule at 45 CFR Parts 160 and 164.
 - g. “HIPAA Rules” shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.
 - h. “Individual” shall have the same meaning as the term “individual” in 45 CFR 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR 164.502 (g).
 - i. “Privacy Rule” shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, Subparts A and E.

- j. “Protected Health Information” as defined in 45 CFR 160.103, shall mean individually identifiable health information:
 - (i) Except as provided in paragraph (b) of this definition, that is: (i) Transmitted by electronic media; or (ii) Maintained in electronic media; or (iii) Transmitted or maintained in any other form or medium.
 - (ii) Protected Health Information excludes individually identifiable health information in (i) Education records covered by the Family Educational Rights and Privacy Act, as amended, 20 U.S.C. 1232g; (ii) Records described at 20 U.S.C. 1232g(a)(4)(B)(iv); and (iii) Employment records held by a covered entity (state agency) in its role as employer.
 - k. “Security Incident” shall be defined as set forth in the “Obligations of the Contractor” section of the Business Associate Provisions.
 - l. “Security Rule” shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C.
 - m. “Unsecured Protected Health Information” shall mean Protected Health Information that is not secured through the use of a technology or methodology determined in accordance with 42 U.S.C. § 17932 or as otherwise specified by the secretary of Health and Human Services.
- 1.1.2 The Contractor agrees and understands that wherever in this document the term Protected Health Information is used, it shall also be deemed to include Electronic Protected Health Information.
 - 1.1.3 The Contractor must appropriately safeguard Protected Health Information which the Contractor receives from or creates or receives on behalf of the state agency. To provide reasonable assurance of appropriate safeguards, the Contractor shall comply with the business associate provisions stated herein, as well as the provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), as amended by the Health Information Technology for Economic and Clinical Health Act (HITECH) (PL-111-5) and all regulations promulgated pursuant to authority granted therein.
 - 1.1.4 The state agency and the Contractor agree to amend the contract as is necessary for the parties to comply with the requirements of HIPAA and the Privacy Rule, Security Rule, Enforcement Rule, and other rules as later promulgated (hereinafter referenced as the regulations promulgated thereunder). Any ambiguity in the contract shall be interpreted to permit compliance with the HIPAA Rules.
- 1.2 Permitted Uses and Disclosures of Protected Health Information by the Contractor:
 - 1.2.1 The Contractor may not use or disclose Protected Health Information in any manner that would violate Subpart E of 45 CFR Part 164 if done by the state agency, except for the specific uses and disclosures in the contract.
 - 1.2.2 The Contractor may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, the state agency as specified in the contract, provided that such use or disclosure would not violate HIPAA and the regulations promulgated thereunder.

- 1.2.3 The Contractor may use Protected Health Information to report violations of law to appropriate Federal and State authorities, consistent with 45 CFR 164.502(j)(1) and shall notify the state agency by no later than ten (10) calendar days after the Contractor becomes aware of the disclosure of the Protected Health Information.
- 1.2.4 If required to properly perform the contract and subject to the terms of the contract, the Contractor may use or disclose Protected Health Information if necessary for the proper management and administration of the Contractor's business.
- 1.2.5 If the disclosure is required by law, the Contractor may disclose Protected Health Information to carry out the legal responsibilities of the Contractor.
- 1.2.6 If applicable, the Contractor may use Protected Health Information to provide Data Aggregation services to the state agency as permitted by 45 CFR 164.504(e)(2)(i)(B).
- 1.2.7 The Contractor may not use Protected Health Information to de-identify or re-identify the information in accordance with 45 CFR 164.514(a)-(c) without specific written permission from the state agency to do so.
- 1.2.8 The Contractor agrees to make uses and disclosures and requests for Protected Health Information consistent with the state agency's minimum necessary policies and procedures.
- 1.3 Obligations and Activities of the Contractor:
 - 1.3.1 The Contractor shall not use or disclose Protected Health Information other than as permitted or required by the contract or as otherwise required by law, and shall comply with the minimum necessary disclosure requirements set forth in 45 CFR § 164.502(b).
 - 1.3.2 The Contractor shall use appropriate administrative, physical and technical safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by the contract. Such safeguards shall include, but not be limited to:
 - a. Workforce training on the appropriate uses and disclosures of Protected Health Information pursuant to the terms of the contract;
 - b. Policies and procedures implemented by the Contractor to prevent inappropriate uses and disclosures of Protected Health Information by its workforce and subcontractors, if applicable;
 - c. Encryption of any portable device used to access or maintain Protected Health Information or use of equivalent safeguard;
 - d. Encryption of any transmission of electronic communication containing Protected Health Information or use of equivalent safeguard; and
 - e. Any other safeguards necessary to prevent the inappropriate use or disclosure of Protected Health Information.

- 1.3.3 With respect to Electronic Protected Health Information, the Contractor shall use appropriate administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of the Electronic Protected Health Information that Contractor creates, receives, maintains or transmits on behalf of the state agency and comply with Subpart C of 45 CFR Part 164, to prevent use or disclosure of Protected Health Information other than as provided for by the contract.
- 1.3.4 In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), the Contractor shall require that any agent or subcontractor that creates, receives, maintains, or transmits Protected Health Information on behalf of the Contractor agrees to the same restrictions, conditions, and requirements that apply to the Contractor with respect to such information.
- 1.3.5 By no later than ten (10) calendar days after receipt of a written request from the state agency, or as otherwise required by state or federal law or regulation, or by another time as may be agreed upon in writing by the state agency, the Contractor shall make the Contractor's internal practices, books, and records, including policies and procedures and Protected Health Information, relating to the use and disclosure of Protected Health Information received from, created by, or received by the Contractor on behalf of the state agency available to the state agency and/or to the Secretary of the Department of Health and Human Services or designee for purposes of determining compliance with the HIPAA Rules and the contract.
- 1.3.6 The Contractor shall document any disclosures and information related to such disclosures of Protected Health Information as would be required for the state agency to respond to a request by an individual for an accounting of disclosures of Protected Health Information in accordance with 42 USCA §17932 and 45 CFR 164.528. By no later than five (5) calendar days of receipt of a written request from the state agency, or as otherwise required by state or federal law or regulation, or by another time as may be agreed upon in writing by the state agency, the Contractor shall provide an accounting of disclosures of Protected Health Information regarding an individual to the state agency. If requested by the state agency or the individual, the Contractor shall provide an accounting of disclosures directly to the individual. The Contractor shall maintain a record of any accounting made directly to an individual at the individual's request and shall provide such record to the state agency upon request.
- 1.3.7 In order to meet the requirements under 45 CFR 164.524, regarding an individual's right of access, the Contractor shall, within five (5) calendar days following a state agency request, or as otherwise required by state or federal law or regulation, or by another time as may be agreed upon in writing by the state agency, provide the state agency access to the Protected Health Information in an individual's designated record set. However, if requested by the state agency, the Contractor shall provide access to the Protected Health Information in a designated record set directly to the individual for whom such information relates.
- 1.3.8 At the direction of the state agency, the Contractor shall promptly make any amendment(s) to Protected Health Information in a Designated Record Set pursuant to 45 CFR 164.526.
- 1.3.9 The Contractor shall report to the state agency's Security Officer any security incident immediately upon becoming aware of such incident and shall take immediate action to stop the continuation of any such incident. For purposes of this paragraph, security incident shall mean

the attempted or successful unauthorized access, use, modification or destruction of information or interference with systems operations in an information system. This does not include trivial incidents that occur on a daily basis, such as scans, “pings,” or unsuccessful attempts that do not penetrate computer networks or servers or result in interference with system operations. By no later than five (5) days after the Contractor becomes aware of such incident, the Contractor shall provide the state agency’s Security Officer with a description of any remedial action taken to mitigate any harmful effect of such incident and a proposed written plan of action for approval that describes plans for preventing any such future security incidents.

- 1.3.10 The Contractor shall report to the state agency’s Privacy Officer any unauthorized use or disclosure of Protected Health Information not permitted or required as stated herein immediately upon becoming aware of such use or disclosure and shall take immediate action to stop the unauthorized use or disclosure. By no later than five (5) calendar days after the Contractor becomes aware of any such use or disclosure, the Contractor shall provide the state agency’s Privacy Officer with a written description of any remedial action taken to mitigate any harmful effect of such disclosure and a proposed written plan of action for approval that describes plans for preventing any such future unauthorized uses or disclosures.
- 1.3.11 The Contractor shall report to the state agency’s Security Officer any breach immediately upon becoming aware of such incident and shall take immediate action to stop the continuation of any such incident. By no later than five (5) days after the Contractor becomes aware of such incident, the Contractor shall provide the state agency’s Security Officer with a description of the breach, the information compromised by the breach, and any remedial action taken to mitigate any harmful effect of such incident and a proposed written plan for approval that describes plans for preventing any such future incidents.
- 1.3.12 The Contractor’s reports required in the preceding paragraphs shall include the following information regarding the security incident, improper disclosure/use, or breach, (hereinafter “incident”):
 - a. The name, address, and telephone number of each individual whose information was involved if such information is maintained by the Contractor;
 - b. The electronic address of any individual who has specified a preference of contact by electronic mail;
 - c. A brief description of what happened, including the date(s) of the incident and the date(s) of the discovery of the incident;
 - d. A description of the types of Protected Health Information involved in the incident (such as full name, Social Security Number, date of birth, home address, account number, or disability code) and whether the incident involved Unsecured Protected Health Information; and
 - e. The recommended steps individuals should take to protect themselves from potential harm resulting from the incident.

- 1.3.13 Notwithstanding any provisions of the Terms and Conditions attached hereto, in order to meet the requirements under HIPAA and the regulations promulgated thereunder, the Contractor shall keep and retain adequate, accurate, and complete records of the documentation required under these provisions for a minimum of six (6) years as specified in 45 CFR Part 164.
- 1.3.14 Contractor shall not directly or indirectly receive remuneration in exchange for any Protected Health Information without a valid authorization.
- 1.3.15 If the Contractor becomes aware of a pattern of activity or practice of the state agency that constitutes a material breach of contract regarding the state agency's obligations under the Business Associate Provisions of the contract, the Contractor shall notify the state agency's Security Officer of the activity or practice and work with the state agency to correct the breach of contract.
- 1.3.16 The Contractor shall indemnify the state agency from any liability resulting from any violation of the Privacy Rule or Security Rule or Breach arising from the conduct or omission of the Contractor or its employee(s), agent(s) or subcontractor(s). The Contractor shall reimburse the state agency for any and all actual and direct costs and/or losses, including those incurred under the civil penalties implemented by legal requirements, including but not limited to HIPAA as amended by the Health Information Technology for Economic and Clinical Health Act, and including reasonable attorney's fees, which may be imposed upon the state agency under legal requirements, including but not limited to HIPAA's Administrative Simplification Rules, arising from or in connection with the Contractor's negligent or wrongful actions or inactions or violations of this Agreement.
- 1.4 Obligations of the State Agency:
 - 1.4.1 The state agency shall notify the Contractor of limitation(s) that may affect the Contractor's use or disclosure of Protected Health Information, by providing the Contractor with the state agency's notice of privacy practices in accordance with 45 CFR 164.520.
 - 1.4.2 The state agency shall notify the Contractor of any changes in, or revocation of, authorization by an Individual to use or disclose Protected Health Information.
 - 1.4.3 The state agency shall notify the Contractor of any restriction to the use or disclosure of Protected Health Information that the state agency has agreed to in accordance with 45 CFR 164.522.
 - 1.4.4 The state agency shall not request the Contractor to use or disclose Protected Health Information in any manner that would not be permissible under HIPAA and the regulations promulgated thereunder.
- 1.5 Expiration/Termination/Cancellation - Except as provided in the subparagraph below, upon the expiration, termination, or cancellation of the contract for any reason, the Contractor shall, at the discretion of the state agency, either return to the state agency or destroy all Protected Health Information received by the Contractor from the state agency, or created or received by the Contractor on behalf of the state agency, and shall not retain any copies of such Protected Health Information. This provision shall also apply to Protected Health Information that is in the possession of subcontractor or agents of the Contractor.

- 1.5.1 In the event the state agency determines that returning or destroying the Protected Health Information is not feasible, the Contractor shall extend the protections of the contract to the Protected Health Information for as long as the Contractor maintains the Protected Health Information and shall limit the use and disclosure of the Protected Health Information to those purposes that made return or destruction of the information infeasible. If at any time it becomes feasible to return or destroy any such Protected Health Information maintained pursuant to this paragraph, the Contractor must notify the state agency and obtain instructions from the state agency for either the return or destruction of the Protected Health Information.
- 1.6 Breach of Contract – In the event the Contractor is in breach of contract with regard to the business associate provisions included herein, the Contractor agrees that in addition to the requirements of the contract related to cancellation of contract, if the state agency determines that cancellation of the contract is not feasible, the State of Missouri may elect not to cancel the contract, but the state agency shall report the breach of contract to the Secretary of the Department of Health and Human Services.



Missouri Department of Health and Senior Services

P.O. Box 570, Jefferson City, MO 65102-0570 Phone: 573-751-6400 FAX: 573-751-6010
RELAY MISSOURI for Hearing and Speech Impaired and Voice dial: 711



Paula F. Nickelson
Director

Michael L. Parson
Governor

Dear Contractor:

Enclosed is a participation agreement between your organization and the Department of Health and Senior Services that requires you to complete the following steps:

1. Review and sign the front page of the participation agreement;
2. Complete and sign the exhibit labeled Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization;
3. Complete and sign the exhibit labeled Anti-Discrimination Against Israel Act Certification; and
4. Return the participation agreement via email to Procurement@health.mo.gov or mail to:

Bureau of Procurement Services
Missouri Department of Health and Senior Services
P.O. Box 570
Jefferson City, MO 65102

Also, please forward the enclosed blue page to the appropriate person within your organization. It explains the process for completing the Annual Subrecipient Information Form (ASIF).

Once all signed copies have been returned to our office and the participation agreement is signed by the department, a fully executed copy of the participation agreement will be returned to you. Please contact the Bureau of Procurement Services at (573) 751-6471 or via email at Procurement@health.mo.gov if you have any questions regarding this letter.

Enclosures

PROMOTING HEALTH AND SAFETY

The Missouri Department of Health and Senior Services' vision is optimal health and safety for all Missourians, in all communities, for life.



Missouri Department of Health and Senior Services

P.O. Box 570, Jefferson City, MO 65102-0570 | Phone: 573-751-6400 | FAX: 573-751-6010
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Paula F. Nickelson
Director

Michael L. Parson
Governor

The following information should be directed to your Administrator/Director, primary financial executive, Board President, or authorized representative with knowledge of administrative operations of your organization/entity.

The Missouri Department of Health and Senior Services (DHSS) requires subrecipient contractors/providers to complete the Annual Subrecipient Information Form (ASIF). **Keep in mind the form is completed only once per calendar year for each twelve digit Unique Entity ID (UEI) number.** One submission will cover all contracts with DHSS issued under that specific UEI.

If you have not already done so this calendar year, complete and submit the ASIF within 15 calendar days.

You will need a Unique Entity ID (UEI) prior to completing the ASIF if your organization doesn't have one already. Information on the UEI can be found at the link below.

- There is not a "Save" feature. Prolonged periods of inactivity may cause your form to expire and the information will not be submitted.
- **A notice will appear if the form is successfully submitted** and you will have the opportunity to download a copy. This is the only report you will be able to produce. DHSS can confirm submission, but will not be able to reproduce the report.
- To complete the ASIF or find more information to assist you (including how get a UEI), go to www.health.mo.gov/asif

For questions concerning the ASIF call 573.751.6471 or email ASIF@health.mo.gov.

12/29/2023

PROMOTING HEALTH AND SAFETY

The Missouri Department of Health and Senior Services' vision is optimal health and safety for all Missourians, in all communities, for life.

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

24-039 1R An ordinance approving a Final Plat for Wader's Place – Replat A, in Independence, Jackson County, Missouri. 1R

Recommendations:

Commissioner Dan O'Neil made a motion to recommend approval of the final plat of Wader's Place – Replat A with the following conditions:

1. Title the drawing, "Final Plat."
2. The approval should read, "Approved on the ____ day of _____ by the City Council and Mayor of the City of Independence, Missouri pursuant to Ordinance No. _____;
3. The first signature should not have Lisa Phelps and say, "Municipal Services Designee;"
4. The second signature line should say, "Susanne," not "Suzanne;"
5. The side title block shall match the top label of the drawing;
6. Label the right-of-way to the east, N. Powell Road;
7. Lot 1C should be labeled 816 N. Powell Road, Lot 1B should be 850 N. Powell Road and Lot 1A should be 20401 E. Bundschu Road.

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

Commissioner Wiley - Yes

Commissioner Ferguson – Yes

Commissioner McClain – Yes

Commissioner Nesbitt – Absent

Commissioner O'Neil – Yes

Commissioner Ashbaugh – 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:

A request by Trent Thompson for approval of a Final Plat for tract of land located at 816 N. Powell Road.

PROPOSAL:

The applicant intends to split the existing Lot 1 of Wader Place into a three-lot subdivision (Lots 1A, 1B and 1C). The replat will facilitate the development of three large-lot, rural residences. Lot 1A will be 5.68-acres, Lot 2B will be 3.31-acres and Lot 2C will be 15.36 acres in area.

PHYSICAL CHARACTERISTICS OF PROPERTY:

The proposed three lot, 24.35-acre plat is a mixture of pasture and woodland. The property is

an undeveloped, hilly tract easily accessible to E. Bundschu Road and N. Powell Road.

CHARACTERISTICS OF THE AREA:

The surrounding properties are similar to the subject tract, largely consisting of pasture and woodland. North of Lots 1B and 1C is a rural residence and a vacant tract.

ANALYSIS:

Consistency with *Independence for All*, Strategic Plan:

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

Comprehensive Plan Guiding Land Use Principles for the Current Designation:

The City Comprehensive Plan recommends Residential Neighborhood uses for this site.

Historic and Archeological Sites:

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

Public Utilities:

Water and electrical services are available along the N. Powell Road and the E. Bundschu Road rights-of-way. Sanitary sewer is available along the creek but would require a sewer utility extension for connection into the city sewer system. A 30-foot wide easement crossing Lot 1C will provide for sewer access to Lot 1B, as well as to the two lots to the north abutting E. Bundschu Road.

Stream Buffers and Flood Plain Area:

Stream Buffers, the 100-year flood plain and floodway are confined to the very southwestern portions of Lot 1C and the southern portion of Lot 1A. Lot 1C and 1A 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.

Draft Planning Commission minutes:

"CONSENT AGENDA

Planning Commission Minutes – April 9, 2024

Case 24-320-02 – Final Plat – Wader’s Place – Replat A - 816 N. Powell Road

Motion

Commissioner O’Neill made a motion to approve the Consent Agenda. Commissioner Ferguson seconded the motion. The motion passed with five affirmative votes."

Emergency Justification:

Fiscal Impact:

Council Action:

REVIEWERS

Tom Scannell
Jeremy Cover
Meagan Borth
Zachary Walker
Susanne Holland

ATTACHMENTS:

1. 1. Draft Ordinance 24-320-02
2. 2. Staff Report Case 24-320-02
3. 3. Cover Letter
4. 4. Application
5. 5. Plat
6. 6. Comp Plan Map
7. 7. Zoning Map
8. 8. Corrected Final Plat

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE APPROVING A FINAL PLAT FOR WADER'S PLACE – REPLAT A, IN INDEPENDENCE, JACKSON COUNTY, MISSOURI.

WHEREAS, the application submitted by Trent Thompson, requesting approval of the final plat entitled "Wader's Place – Replat A," was referred to the Planning Commission as required by the Unified Development Ordinance; and,

WHEREAS, the Planning Commission considered the final plat on April 23, 2024, and rendered a report to the City Council recommending the plat be approved by a vote of 5-0; and,

WHEREAS, the City Council rendered a decision to approve the final plat on June 3, 2024; 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 "Wader's Place – Replat A" is a subdivision located in part of the Northwest Quarter of the Southeast Quarter of Section 28, Township 50 North, Range 31 West, in Independence, Jackson County, Missouri and being more particularly described as follows:

Lot 1, of Lots 1-3 of Wader's Place, A Minor Subdivision in Independence, Jackson County, Missouri.

SECTION 2. All of the conditions of approval have been resolved by the applicant except for the conditions listed below:

1. Title the drawing, "Final Plat."
2. The approval should read, "Approved on the ____ day of _____ by the City Council and Mayor of the City of Independence, Missouri pursuant to Ordinance No. _____";
3. The first signature should not have Lisa Phelps and say, "Municipal Services Designee;"
4. The second signature line should say, "Susanne," not "Suzanne;"
5. The side title block shall match the top label of the drawing;
6. Label the right-of-way to the east, N. Powell Road;
7. Lot 1C should be labeled 816 N. Powell Road, Lot 1B should be 850 N. Powell Road and Lot 1A should be 20401 E. Bundschu Road.

SECTION 3. Nonseverability. All provisions of this ordinance are so essentially, and inseparable connected with, and so dependent upon, each other that no such provision would be enacted without all others. If a court of competent jurisdiction enters a final judgement on the merits that is not subject to appeal and that declares any provision or part of this ordinance void, unconstitutional, or unenforceable, then this ordinance, in its collective entirety, is invalid and shall have no legal effect as of the date of such judgement.

SECTION 4. Scrivener's Errors. Typographical errors and other matters of a similar nature that do not affect the intent of this ordinance, as determined by the City Clerk and City Counselor, may be corrected with the endorsement of the City Manager without the need to come before City Council.

SECTION 5. That failure to comply with all the provisions contained in this ordinance shall constitute violations of both this ordinance and Chapter 14, the Unified Development Ordinance, of the Code of the City of Independence, Missouri.

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

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

ATTEST:

City Clerk

APPROVED AS TO FORM AND LEGALITY:

City Counselor

REVIEWED BY:

City Manager

MEETING DATE: April 23, 2024

STAFF: Brian L. Harker, Senior Planner

PROJECT NAME: Wader's Place – Replat A

CASE NUMBER/REQUEST: **Case 24-320-02 – Final Plat – Waders Place – Replat A**, a request by Trent Thompson for approval of a Final Plat.

APPLICANT/OWNER: Trent Thompson

PROPERTY ADDRESS: 816 N. Powell Road

SURROUNDING ZONING/LAND USE:

North: R-A (Residential-Agriculture)...rural residence and woodland
East: R-A (Residential-Agriculture)...woodland and pasture
South: R-A (Residential-Agriculture)...woodland and pasture
West: R-6 (Single-Family Residential)...undeveloped land

FURTHER ACTION:

Following action by the Planning Commission, this Final Plat is scheduled for review and approval by the City Council on June 3, 2024.

RECOMMENDATION

Staff recommends **APPROVAL** of this Final Plat with the following conditions:

1. Title the drawing, "Final Plat."
2. The approval should read, "Approved on the ____ day of _____ by the City Council and Mayor of the City of Independence, Missouri pursuant to Ordinance No. _____;"
3. The first signature should not have Lisa Phelps and say, "Municipal Services Designee;"
4. The second signature line should say, "Susanne," not "Suzanne;"
5. The side title block shall match the top label of the drawing;
6. Label the right-of-way to the east, N. Powell Road;
7. Lot 1C should be labeled 816 N. Powell Road, Lot 1B should be 850 N. Powell Road and Lot 1A should be 20401 E. Bundschu Road.

PROJECT DESCRIPTION & BACKGROUND INFORMATION

PROJECT DESCRIPTION: A request by Trent Thompson for approval of a Final Plat for tract of land located at 816 N. Powell Road.

Current Zoning: R-A (Residential-Agriculture)

Current Use:	Undeveloped crop, pasture and woodland	Proposed Use:	Large lot rural residences
Acreage:	24.35-acres	Number of lots	Three lots

PROPOSAL:

The applicant intends to split the existing Lot 1 of Wader Place into a three-lot subdivision (Lots 1A, 1B and 1C). The replat will facilitate the development of three large-lot, rural residences. Lot 1A will be 5.68-acres, Lot 2B will be 3.31-acres and Lot 2C will be 15.36 acres in area.

PHYSICAL CHARACTERISTICS OF PROPERTY:

The proposed three lot, 24.35-acre plat is a mixture of pasture and woodland. The property is an undeveloped, hilly tract easily accessible to E. Bundschu Road and N. Powell Road.

CHARACTERISTICS OF THE AREA:

The surrounding properties are similar to the subject tract, largely consisting of pasture and woodland. North of Lots 1B and 1C is a rural residence and a vacant tract.

ANALYSIS

Consistency with *Independence for All*, Strategic Plan:

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

Comprehensive Plan Guiding Land Use Principles for the Current Designation:

The City Comprehensive Plan recommends Residential Neighborhood uses for this site.

Historic and Archeological Sites:

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

Public Utilities:

Water and electrical services are available along the N. Powell Road and the E. Bundschu Road rights-of-way. Sanitary sewer is available along the creek but would require a sewer utility extension for connection into the city sewer system. A 30-foot wide easement crossing Lot 1C will provide for sewer access to Lot 1B, as well as to the two lots to the north abutting E. Bundschu Road.

Stream Buffers and Flood Plain Area:

Stream Buffers, the 100-year flood plain and floodway are confined to the very southwestern portions of Lot 1C and the southern portion of Lot 1A. Lot 1C and 1A 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.

EXHIBITS

1. Cover Letter
2. Application
3. Final Plat
4. Comp Plan Map
5. Zoning Map

To City Planning Commission-

816 N Powell Rd Independence MO 64056

Attached is my application to split my current land into 3 new lots for a simple subdivision. The land will be used as residential land in the very near future. Jeremy Nickols from CFRS Engineering will be handling survey work for this project. The lots will be one lot on the front of Bundschu Rd with 249 ft of frontage roughly that results in a 5.68 acre lot. The other lot will be on Powell Rd. It is 3.31 Acres with 240 ft of frontage. The 3rd lot will be the remaining of the initial land. 15.36 Acres.

Thank you

Any questions can be directed to me. 816-377-7118 or via email
Trent@rph123.com

Trent Thompson



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 816 N Powell Rd Indyp MO 64056 64056			
Project Address/Location 3 yes			
Sq. Ft. of Building	Acreage	Number of Lots/Tracts Ag	Stream Buffer (Yes or No) Ag
Existing Zoning	Proposed Zoning	Existing Land Use	Proposed Land Use

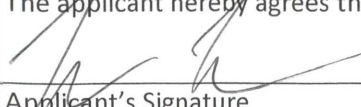
Basic Application Requirements (See the Planning & Zoning Application Guide for additional requirements)

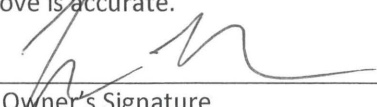
☐ Completed & Signed Application Form ☐ Application Fee ☐ Cover Letter Describing Details of Project	☐ One 24" x 36" set of plans for Land Sub. & Site Dev. ☐ One PDF copy of a plat map or site plan ☐ Legal Description of the property in question
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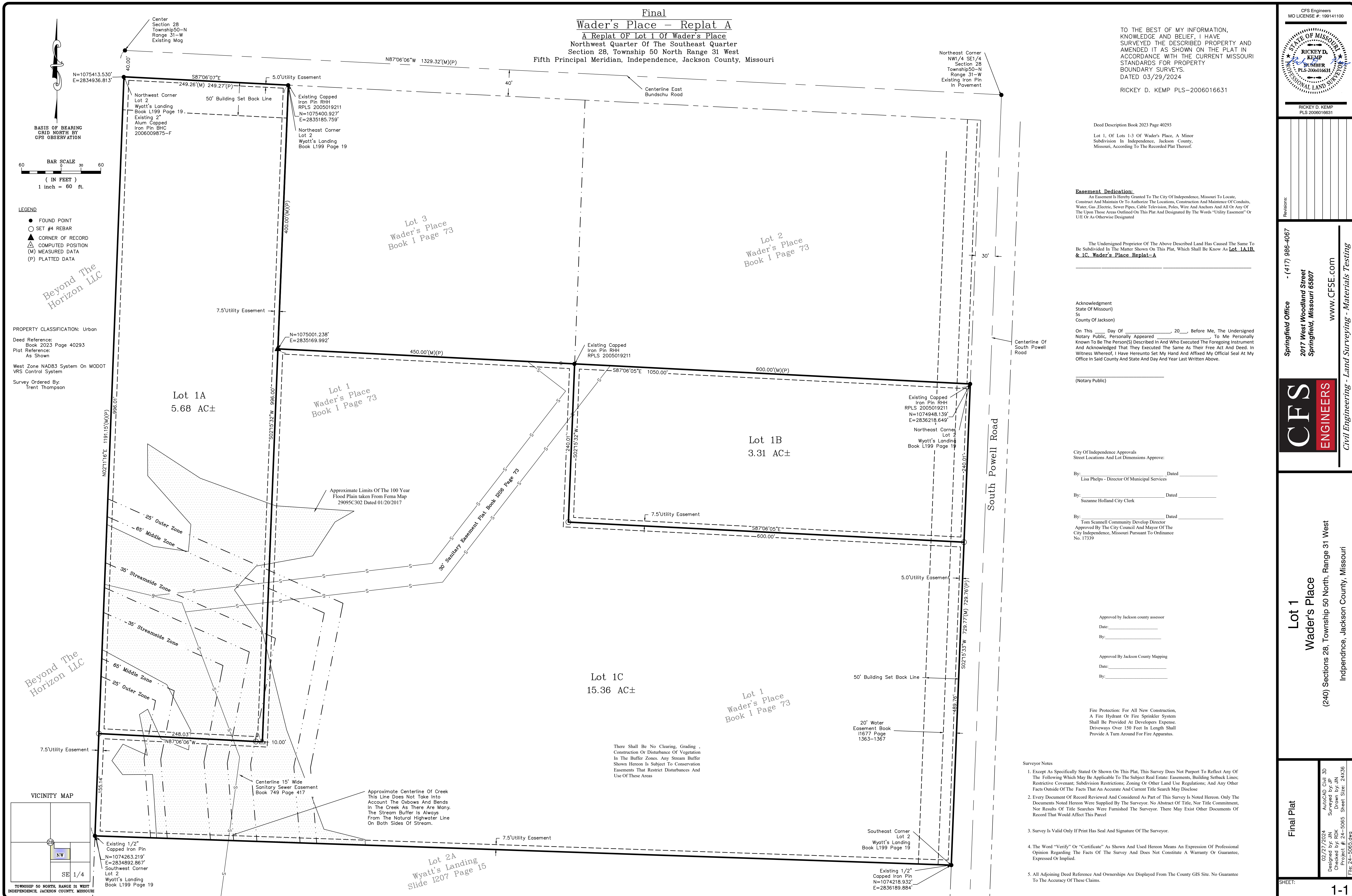
Contact Information

Applicant		Owner	
Name Trent Thompson		Name Sam	
Company 705 N Cloverdale Ave Indyp MO 64056		Company Sam	
Address 816-377-7118 Trent@RPH123.com		Address Sam	
Phone Email		Phone Email	
Architect/Engineer/Surveyor/Other: Jeremy Nickols CFS Engineering		Architect/Engineer/Surveyor/Other:	
Name 3015 E Cairo Street Springfield MO 65802		Name Company	
Address 417-872-6488 JNickols@CFSE.com		Address	
Phone Email		Phone Email	

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

Applicant's Signature:  Date: 3-4-24

Owner's Signature:  Date: 3-4-24



Legend

Proposed Land Use (Comp Plan)

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

Stream Buffers

Stream Data

Buffer Zones

Stream Order 1 Buffer Zone

- Streamside Zone
- Middle Zone
- Outer Zone
- Invalid Rule

Stream Order 2 Buffer Zone

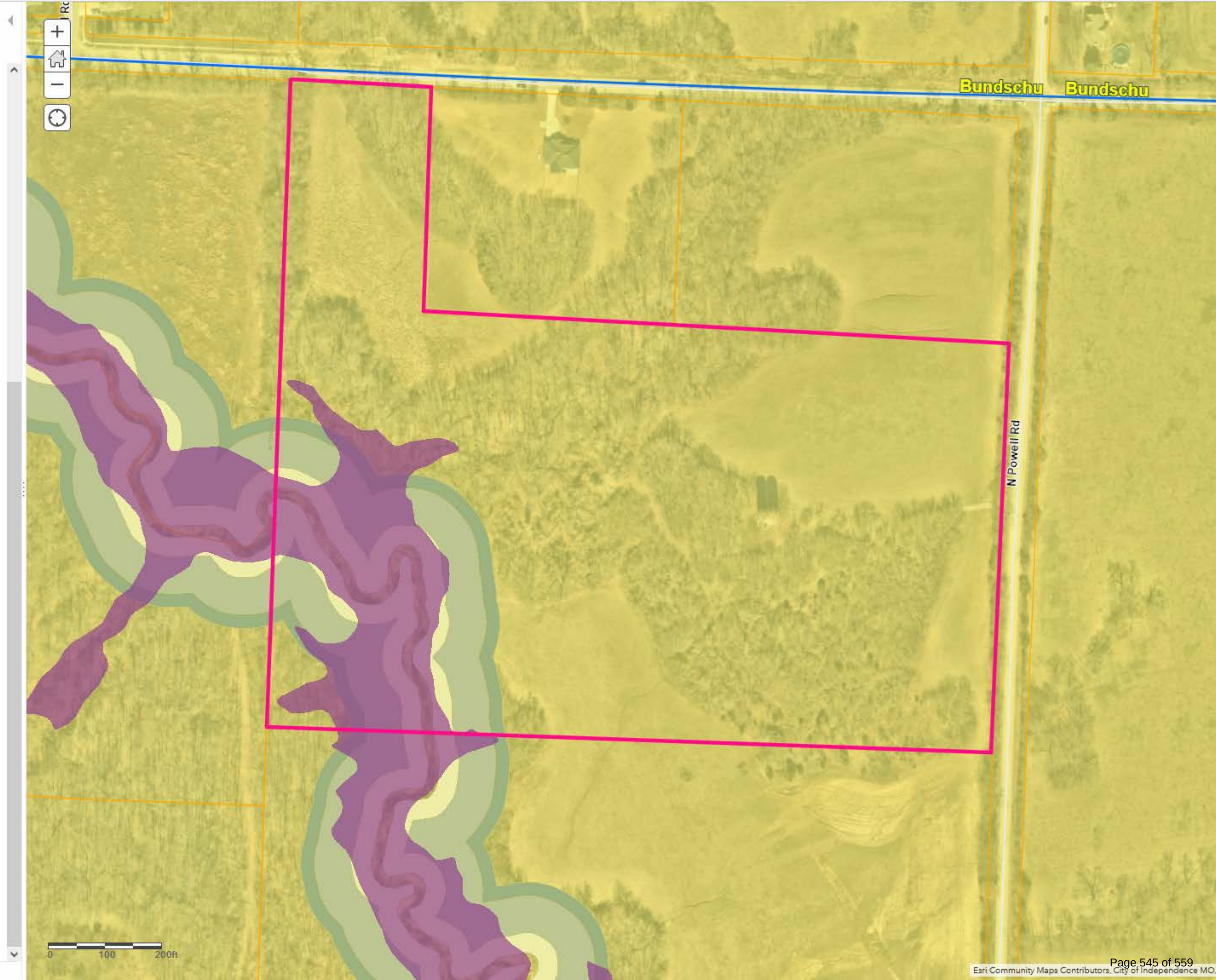
- Streamside Zone
- Middle Zone
- Outer Zone
- Invalid Rule

Stream Order 3 Buffer Zone

- Streamside Zone
- Middle Zone
- Outer Zone
- Invalid Rule

Stream Order 4 Buffer Zone

- Streamside Zone
- Middle Zone
- Outer Zone
- Invalid Rule



Legend

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

Stream Buffers

Stream Data

Buffer Zones

Stream Order 1 Buffer Zone

- Streamside Zone
- Middle Zone
- Outer Zone
- Invalid Rule

Stream Order 2 Buffer Zone

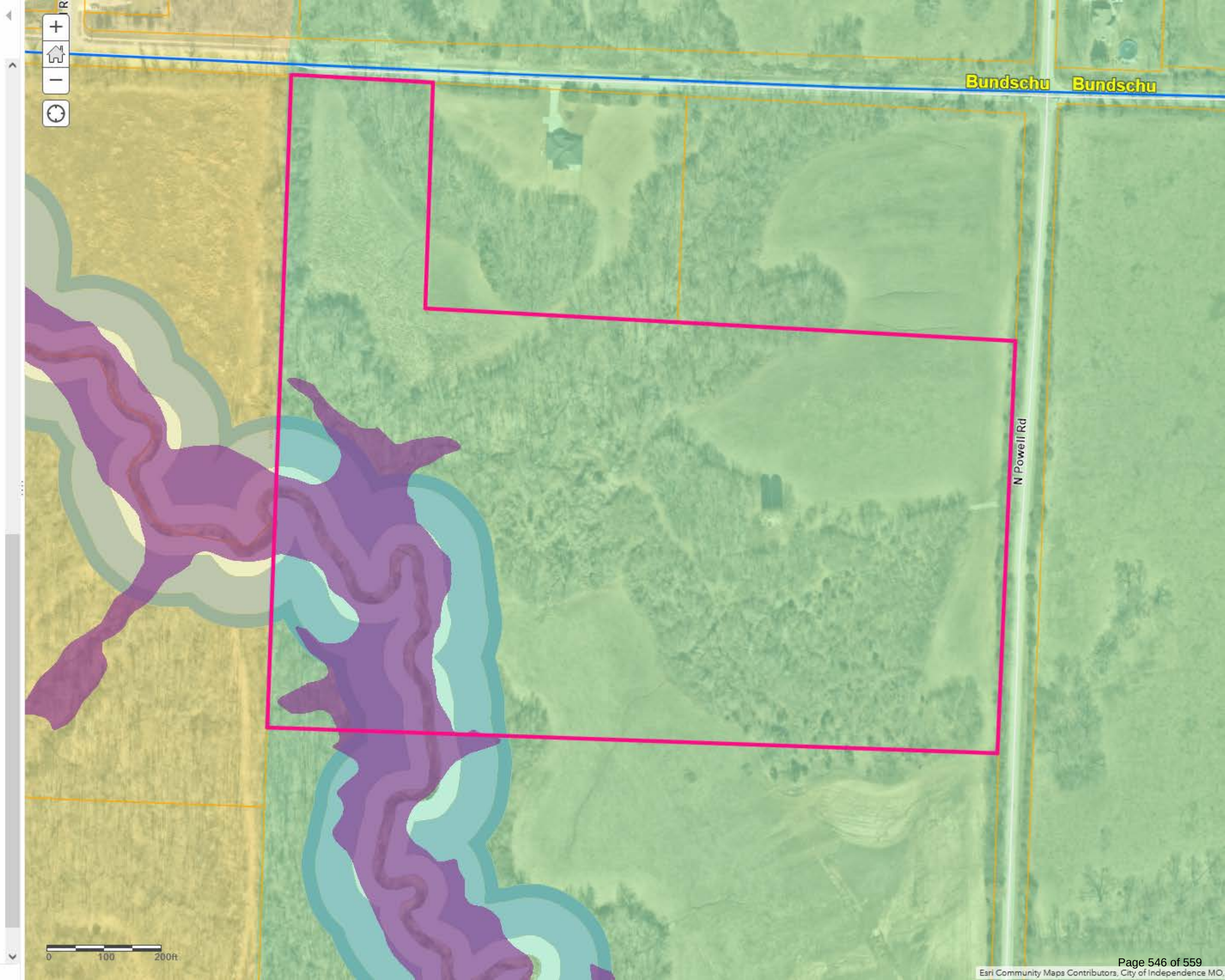
- Streamside Zone
- Middle Zone
- Outer Zone
- Invalid Rule

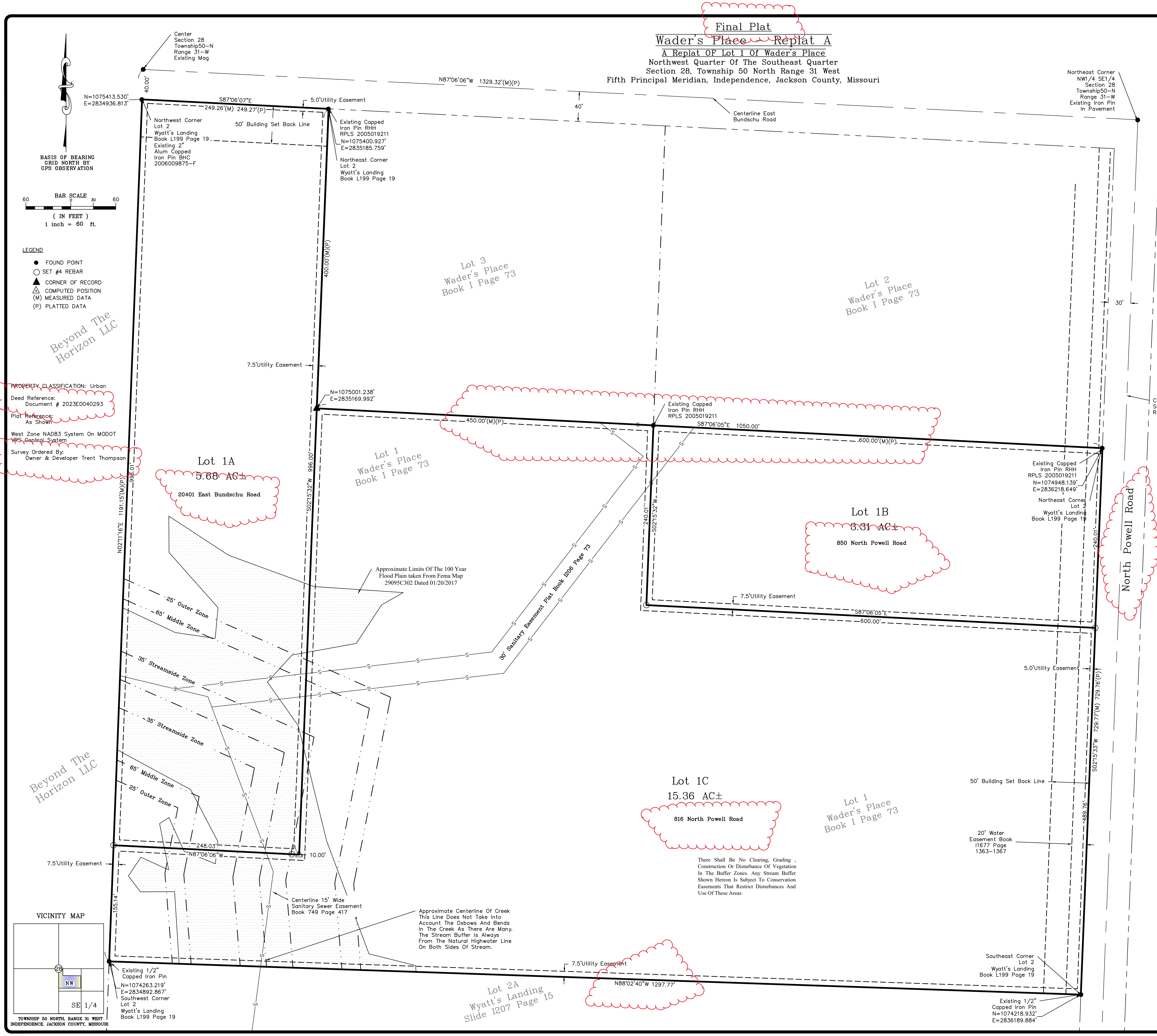
Stream Order 3 Buffer Zone

- Streamside Zone
- Middle Zone
- Outer Zone
- Invalid Rule

Stream Order 4 Buffer Zone

- Streamside Zone
- Middle Zone
- Outer Zone





TO THE BEST OF MY INFORMATION, KNOWLEDGE AND BELIEF, I HAVE SURVEYED THE DESCRIBED PROPERTY AND AMENDED IT AS SHOWN ON THE PLAT IN ACCORDANCE WITH THE CURRENT MISSOURI STANDARDS FOR PROPERTY BOUNDARY SURVEYS.
DATED 03/29/2024
RICKEY D. KEMP PLS-2006016631

Deed Description Book 2023 Page 40293
Lot 1, Of Lots 1-3 Of Wader's Place, A Minor Subdivision In Independence, Jackson County, Missouri, According To The Recorded Plat Thereof.

Easement Dedication:
An Easement Is Hereby Granted To The City Of Independence, Missouri To Locate, Construct And Maintain Or To Authorize The Locations, Construction And Maintenance Of Conduits, Water, Gas, Electric, Sewer Pipes, Cable Television, Poles, Wire And Anchors And All Or Any Of The Upon These Areas Outlined On This Plat And Designated By The Words "Utility Easement" Or U/E Or As Otherwise Designated

The Undersigned Proprietor Of The Above Described Land Has Caused The Same To Be Subdivided In The Matter Shown On This Plat, Which Shall Be Known As **Lot 1A, 1B, & 1C, Wader's Place Replat-A**

Acknowledgment
State Of Missouri)
Ss
County Of Jackson)

On This ____ Day Of _____, 20____, Before Me, The Undersigned Notary Public, Personally Appeared _____ To Me Personally Known To Be The Person(S) 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 Said County And State And Day And Year Last Written Above.

(Notary Public)

City Of Independence Approvals
Street Locations And Lot Dimensions Approve:
By: _____ Dated _____
Municipal Services Designer
By: _____ Dated _____
Susanne Holland City Clerk
By: _____ Dated _____
Tom Scannell Community Develop Director
Approved on the ____ day of _____ by the City Council and Mayor of the City of Independence, Missouri pursuant to Ordinance No. _____

Approved by Jackson county assessor
Date: _____
By: _____
Approved by Jackson County Mapping
Date: _____
By: _____

Fire Protection: For All New Construction, A Fire Hydrant Or Fire Sprinkler System Shall Be Provided At Developers Expense. Driveways Over 150 Feet In Length Shall Provide A Turn Around For Fire Apparatus.

- Surveyor Notes
1. Except As Specifically Stated Or Shown On This Plat, This Survey Does Not Purport To Reflect Any Of The Following Which May Be Applicable To The Subject Real Estate: Easements, Building Setback Lines, Restrictive Covenant, Subdivision Restrictions, Zoning Or Other Land Use Regulations; And Any Other Facts Outside Of The Facts That An Accurate And Current Title Search May Disclose
 2. Every Document Of Record Reviewed And Considered As Part Of This Survey Is Noted Hereon. Only The Documents Noted Hereon Were Supplied By The Surveyor. No Abstract Of Title, Nor Title Commitment, Nor Results Of Title Searches Were Furnished The Surveyor. There May Exist Other Documents Of Record That Would Affect This Parcel
 3. Survey Is Valid Only If Print Has Seal And Signature Of The Surveyor.
 4. The Word "Verify" Or "Certificate" As Shown And Used Hereon Means An Expression Of Professional Opinion Regarding The Facts Of The Survey And Does Not Constitute A Warranty Or Guarantee, Expressed Or Implied.
 5. All Adjoining Deed Reference And Ownerships Are Displayed From The County GIS Site. No Guarantee To The Accuracy Of These Claims.

CFS ENGINEERS
Civil Engineering - Land Surveying - Materials Testing

Final Plat
Wader's Place - Replat A
A Replat Of Lot 1 Of Wader's Place
Northwest Quarter Of The Southeast Quarter
Section 28, Township 50 North Range 31 West
Fifth Principal Meridian, Independence, Jackson County, Missouri

02/27/2024
Drawn by: JLN
Checked by: RDK
Project #: 24-5065
Sheet Size: 24X36
File: 24-5065.dwg

CFS ENGINEERS
MO LICENSE #: 199141100

RICKEY D. KEMP
PLS 2006016631

Revisions:
- (417) 986-4067
2017 West Woodland Street
Springfield, Missouri 65807
www.CFSE.com

Springfield Office
- (417) 986-4067
2017 West Woodland Street
Springfield, Missouri 65807
www.CFSE.com

1-1

SHEET:

MUNICIPAL DIVISION SUMMARY REPORTING FORM

Refer to instructions for directions and term definitions. Complete a report each month even if there has not been any court activity.

I. COURT INFORMATION		Municipality: Independence Municipal	Reporting Period: Apr 5, 2024 - Apr 30, 2024	
Mailing Address: 111 EAST MAPLE, INDEPENDENCE, MO 64050				
Physical Address: 111 EAST MAPLE, INDEPENDENCE, MO 64050			County: Jackson County	Circuit: 16
Telephone Number:		Fax Number:		
Prepared by: Natalie Tann		E-mail Address:		
Municipal Judge: <i>Judge Travy Helm, Judge Susan Watkins</i>				

II. MONTHLY CASELOAD INFORMATION	Alcohol & Drug Related Traffic	Other Traffic	Non-Traffic Ordinance
A. Cases (citations/informations) pending at start of month	268	12,715	5,922
B. Cases (citations/informations) filed	26	1,373	462
C. Cases (citations/informations) disposed			
1. jury trial (Springfield, Jefferson County, and St. Louis County only)	0	0	0
2. court/bench trial - GUILTY	1	3	16
3. court/bench trial - NOT GUILTY	1	0	1
4. plea of GUILTY in court	13	544	176
5. Violations Bureau Citations (i.e. written plea of guilty) and bond forfeiture by court order (as payment of fines/costs)	2	368	8
6. dismissed by court	0	38	20
7. <i>nolle prosequi</i>	1	57	54
8. certified for jury trial (not heard in Municipal Division)	0	1	1
9. TOTAL CASE DISPOSITIONS	18	1,011	276
D. Cases (citations/informations) pending at end of month [pending caseload = (A+B)-C9]	276	13,077	6,108
E. Trial de Novo and/or appeal applications filed	0	1	1

III. WARRANT INFORMATION (pre- & post-disposition)		IV. PARKING TICKETS	
1. # Issued during reporting period	1,247	1. # Issued during period	0
2. # Served/withdrawn during reporting period	372	☐ Court staff does not process parking tickets	
3. # Outstanding at end of reporting period	12,412		

MUNICIPAL DIVISION SUMMARY REPORTING FORM

COURT INFORMATION	Municipality: Independence Municipal	Reporting Period: Apr 5, 2024 - Apr 30, 2024
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V. DISBURSEMENTS

Excess Revenue (minor traffic and municipal ordinance violations, subject to the excess revenue percentage limitation)		Other Disbursements: Enter below additional surcharges and/or fees not listed above. Designate if subject to the excess revenue percentage limitation. Examples include, but are not limited to, arrest costs and witness fees.	
Fines - Excess Revenue	\$86,292.50	Court Automation	\$7,317.29
Clerk Fee - Excess Revenue	\$9,621.16	Law Enf Arrest-Local	\$971.50
Crime Victims Compensation (CVC) Fund surcharge - Paid to City/Excess Revenue	\$296.65	Overpayments Detail Code	\$225.00
Bond forfeitures (paid to city) - Excess Revenue	\$1,020.00	Total Other Disbursements	\$8,513.79
Total Excess Revenue	\$97,230.31	Total Disbursements of Costs, Fees, Surcharges and Bonds Forfeited	\$167,025.75
Other Revenue (non-minor traffic and ordinance violations, not subject to the excess revenue percentage limitation)		Bond Refunds	\$7,395.00
Fines - Other	\$37,467.00	Total Disbursements	\$174,420.75
Clerk Fee - Other	\$2,922.77		
Judicial Education Fund (JEF) ☐ Court does not retain funds for JEF	\$0.00		
Peace Officer Standards and Training (POST) Commission surcharge	\$1,045.33		
Crime Victims Compensation (CVC) Fund surcharge - Paid to State	\$7,453.20		
Crime Victims Compensation (CVC) Fund surcharge - Paid to City/Other	\$90.10		
Law Enforcement Training (LET) Fund surcharge	\$2,086.00		
Domestic Violence Shelter surcharge	\$4,173.25		
Inmate Prisoner Detainee Security Fund surcharge	\$2,089.00		
Restitution	\$0.00		
Parking ticket revenue (including penalties)	\$0.00		
Bond forfeitures (paid to city) - Other	\$3,955.00		
Total Other Revenue	\$61,281.65		

Municipal Division Summary Reporting

16th Judicial Circuit - Jackson County - Independence Municipal Division

I. COURT INFORMATION

Reporting Period:		
April	2024	Court activity occurred in reporting period: Yes
Clerk's Physical Address:	Mailing Address:	Vendor
111 East Maple Independence, MO 64051	PO Box 1019 Independence, MO 64051	Incode (Tyler Technologies)
Telephone Number:	Fax Number:	
(816) 325-7235		
Prepared by:	Prepared by E-mail Address:	Municipal Judge(s) Active During Reporting Period:
Dawna Cordon	dawna.cordon@courts.mo.gov	Garry L. Helm, Susan G. Watkins

II. MONTHLY CASELOAD INFORMATION		Alcohol & Drug Related Traffic	Other Traffic	Non-Traffic Ordinance
A. Cases (citations / informations) pending at start of month		8,631	82,221	46,031
B. Cases (citations / informations) filed		0	0	3
C. Cases (citations / informations) disposed				
1. jury trial (Springfield, Jefferson County, and St. Louis County only)		0	0	0
2. court / bench trial - GUILTY		0	0	0
3. court / bench trial - NOT GUILTY		0	0	0
4. plea of GUILTY in court		0	0	14
5. violations Bureau Citations (i.e., written plea of guilty) and bond forfeitures by court order (as payment of fines / costs)		1	151	66
6. dismissed by court		0	7	12
7. nolle prosequi		0	20	33
8. certified for jury trial (not heard in the Municipal Division)		0	0	0
9. TOTAL CASE DISPOSITIONS		1	178	125
D. Cases (citations / informations) pending at end of month [pending caseload = (A + B) – C9]		8,630	82,043	45,909
E. Trial de Novo and / or appeal applications filed		0	0	0

Municipal Division Summary Reporting

Court Information	Municipality: 16th Judicial Circuit - Jackson County - Independence Municipal Division	Reporting Period: April - 2024
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III. WARRANT INFORMATION (pre- & post-disposition)		IV. PARKING TICKETS	
1. # Issued during reporting period:	658	Does court staff process parking tickets? Yes	
2. # Served/withdrawn during reporting period:	896	1. # Issued during reporting period:	0
3. # Outstanding at end of reporting period:	41,439		

V. DISBURSEMENTS	
Excess Revenue (minor traffic and municipal ordinance violations, subject to the excess revenue percentage limitation)	
Fines – Excess Revenue	\$10,466.50
Clerk Fee – Excess Revenue	\$1,053.00
Crime Victims Compensation (CVC) Fund surcharge – Paid to City/Excess Revenue	\$0.00
Bond forfeitures (paid to city) – Excess Revenue	\$1,190.00
Total Excess Revenue	\$12,709.50
Other Revenue (non-minor traffic and ordinance violations, not subject to the excess revenue percentage limitation)	
Fines – Other	\$23,564.02
Clerk Fee – Other	\$1,106.00
Judicial Education Fund (JEF) Court does not retain funds for JEF: Yes	
Peace Officer Standards and Training (POST) Commission surcharge	\$176.00
Crime Victims Compensation (CVC) Fund surcharge – Paid to State	\$1,259.62
Crime Victims Compensation (CVC) Fund surcharge – Paid to City/Other	\$0.00
Law Enforcement Training (LET) Fund surcharge	\$356.00
Domestic Violence Shelter surcharge	\$704.76
Inmate Prisoner Detainee Security Fund surcharge	\$352.00
Restitution	\$0.00
Parking ticket revenue (including penalties)	\$100.50
Bond forfeitures (paid to city) – Other	\$4,560.00
Total Other Revenue	\$32,178.90
Other Disbursements: Enter below additional surcharges and/or fees not listed above. Designate if subject to the excess revenue percentage limitation. Examples include, but are not limited to, arrest costs and witness fees.	
Copies, certified copies and records checks.	\$194.00
Total Other Disbursements	\$194.00
Total Disbursements of Costs, Fees, Surcharges and Bonds Forfeited	\$45,082.40
Bond Refunds	\$2,966.00
Total Disbursements	\$48,048.40

MUNICIPAL DIVISION SUMMARY REPORTING FORM

Refer to instructions for directions and term definitions. Complete a report each month even if there has not been any court activity.

<u>I. COURT INFORMATION</u>		Municipality: Independence Municipal		Reporting Period: Feb 1, 2024 - Feb 29, 2024	
Mailing Address: 111 EAST MAPLE, INDEPENDENCE, MO 64050					
Physical Address: 111 EAST MAPLE, INDEPENDENCE, MO 64050			County: Jackson County		Circuit: 16
Telephone Number:			Fax Number:		
Prepared by: SARAH HORNE			E-mail Address:		
Municipal Judge:					
<u>II. MONTHLY CASELOAD INFORMATION</u>					
		Alcohol & Drug Related Traffic	Other Traffic	Non-Traffic Ordinance	
A. Cases (citations/informations) pending at start of month		251	11,552	5,368	
B. Cases (citations/informations) filed		21	1,597	525	
C. Cases (citations/informations) disposed					
1. jury trial (Springfield, Jefferson County, and St. Louis County only)		0	0	0	
2. court/bench trial - GUILTY		0	4	20	
3. court/bench trial - NOT GUILTY		0	0	0	
4. plea of GUILTY in court		14	788	223	
5. Violations Bureau Citations (i.e. written plea of guilty) and bond forfeiture by court order (as payment of fines/costs)		0	341	0	
6. dismissed by court		0	38	27	
7. <i>nolle prosequi</i>		2	84	53	
8. certified for jury trial (not heard in Municipal Division)		0	0	3	
9. TOTAL CASE DISPOSITIONS		16	1,255	326	
D. Cases (citations/informations) pending at end of month [pending caseload = (A+B)-C9]		256	11,894	5,566	
E. Trial de Novo and/or appeal applications filed		0	0	2	
<u>III. WARRANT INFORMATION (pre- & post-disposition)</u>					
1. # Issued during reporting period		1,607	<u>IV. PARKING TICKETS</u>		
2. # Served/withdrawn during reporting period		345	1. # Issued during period		
3. # Outstanding at end of reporting period		9,816	☐ Court staff does not process parking tickets		

MUNICIPAL DIVISION SUMMARY REPORTING FORM

Refer to instructions for directions and term definitions. Complete a report each month even if there has not been any court activity.

<u>I. COURT INFORMATION</u>		Municipality: Independence Municipal		Reporting Period: Feb 1, 2024 - Feb 29, 2024	
Mailing Address: 111 EAST MAPLE, INDEPENDENCE, MO 64050					
Physical Address: 111 EAST MAPLE, INDEPENDENCE, MO 64050			County: Jackson County		Circuit: 16
Telephone Number:			Fax Number:		
Prepared by: SARAH HORNE			E-mail Address:		
Municipal Judge:					
<u>II. MONTHLY CASELOAD INFORMATION</u>					
		Alcohol & Drug Related Traffic	Other Traffic	Non-Traffic Ordinance	
A. Cases (citations/informations) pending at start of month		251	11,552	5,368	
B. Cases (citations/informations) filed		21	1,597	525	
C. Cases (citations/informations) disposed					
1. jury trial (Springfield, Jefferson County, and St. Louis County only)		0	0	0	
2. court/bench trial - GUILTY		0	4	20	
3. court/bench trial - NOT GUILTY		0	0	0	
4. plea of GUILTY in court		14	788	223	
5. Violations Bureau Citations (i.e. written plea of guilty) and bond forfeiture by court order (as payment of fines/costs)		0	341	0	
6. dismissed by court		0	38	27	
7. <i>nolle prosequi</i>		2	84	53	
8. certified for jury trial (not heard in Municipal Division)		0	0	3	
9. TOTAL CASE DISPOSITIONS		16	1,255	326	
D. Cases (citations/informations) pending at end of month [pending caseload = (A+B)-C9]		256	11,894	5,566	
E. Trial de Novo and/or appeal applications filed		0	0	2	
<u>III. WARRANT INFORMATION (pre- & post-disposition)</u>					
1. # Issued during reporting period		1,607	<u>IV. PARKING TICKETS</u>		
2. # Served/withdrawn during reporting period		345	☐ Court staff does not process parking tickets		
3. # Outstanding at end of reporting period		9,816			

Municipal Division Summary Reporting

16th Judicial Circuit - Jackson County - Independence Municipal Division

I. COURT INFORMATION

Reporting Period:		
February	2024	Court activity occurred in reporting period: Yes
Clerk's Physical Address:	Mailing Address:	Vendor
111 East Maple Independence, MO 64051	PO Box 1019 Independence, MO 64051	Incode (Tyler Technologies)
Telephone Number:	Fax Number:	
(816) 325-7235		
Prepared by:	Prepared by E-mail Address:	Municipal Judge(s) Active During Reporting Period:
Dawna Cordon	dawna.cordon@courts.mo.gov	Garry L. Helm, Susan G. Watkins

II. MONTHLY CASELOAD INFORMATION		Alcohol & Drug Related Traffic	Other Traffic	Non-Traffic Ordinance
A. Cases (citations / informations) pending at start of month		8,636	82,605	46,311
B. Cases (citations / informations) filed		0	0	8
C. Cases (citations / informations) disposed				
1. jury trial (Springfield, Jefferson County, and St. Louis County only)		0	0	0
2. court / bench trial - GUILTY		0	0	1
3. court / bench trial - NOT GUILTY		0	2	0
4. plea of GUILTY in court		0	0	0
5. violations Bureau Citations (i.e., written plea of guilty) and bond forfeitures by court order (as payment of fines / costs)		0	156	114
6. dismissed by court		0	2	16
7. nolle prosequi		1	10	6
8. certified for jury trial (not heard in the Municipal Division)		0	0	0
9. TOTAL CASE DISPOSITIONS		1	170	137
D. Cases (citations / informations) pending at end of month [pending caseload = (A + B) – C9]		8,635	82,435	46,182
E. Trial de Novo and / or appeal applications filed		0	0	0

Municipal Division Summary Reporting

Court Information	Municipality: 16th Judicial Circuit - Jackson County - Independence Municipal Division	Reporting Period: February - 2024
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III. WARRANT INFORMATION (pre- & post-disposition)		IV. PARKING TICKETS	
1. # Issued during reporting period:	448	Does court staff process parking tickets? Yes	
2. # Served/withdrawn during reporting period:	989	1. # Issued during reporting period:	0
3. # Outstanding at end of reporting period:	41,798		

V. DISBURSEMENTS	
Excess Revenue (minor traffic and municipal ordinance violations, subject to the excess revenue percentage limitation)	
Fines – Excess Revenue	\$10,150.00
Clerk Fee – Excess Revenue	\$1,001.00
Crime Victims Compensation (CVC) Fund surcharge – Paid to City/Excess Revenue	\$0.00
Bond forfeitures (paid to city) – Excess Revenue	\$1,336.00
Total Excess Revenue	\$12,487.00
Other Revenue (non-minor traffic and ordinance violations, not subject to the excess revenue percentage limitation)	
Fines – Other	\$22,124.21
Clerk Fee – Other	\$1,122.00
Judicial Education Fund (JEF) Court does not retain funds for JEF: Yes	
Peace Officer Standards and Training (POST) Commission surcharge	\$178.50
Crime Victims Compensation (CVC) Fund surcharge – Paid to State	\$1,273.14
Crime Victims Compensation (CVC) Fund surcharge – Paid to City/Other	\$0.00
Law Enforcement Training (LET) Fund surcharge	\$354.00
Domestic Violence Shelter surcharge	\$712.63
Inmate Prisoner Detainee Security Fund surcharge	\$356.00
Restitution	\$0.00
Parking ticket revenue (including penalties)	\$0.00
Bond forfeitures (paid to city) – Other	\$2,256.00
Total Other Revenue	\$28,376.48
Other Disbursements: Enter below additional surcharges and/or fees not listed above. Designate if subject to the excess revenue percentage limitation. Examples include, but are not limited to, arrest costs and witness fees.	
Copies, certified copies, records checks	\$137.00
Total Other Disbursements	\$137.00
Total Disbursements of Costs, Fees, Surcharges and Bonds Forfeited	\$41,000.48
Bond Refunds	\$5,652.00
Total Disbursements	\$46,652.48

MUNICIPAL DIVISION SUMMARY REPORTING FORM

Refer to instructions for directions and term definitions. Complete a report each month even if there has not been any court activity.

I. COURT INFORMATION		Municipality: Independence Municipal		Reporting Period: Mar 1, 2024 - Mar 28, 2024	
Mailing Address: 111 EAST MAPLE, INDEPENDENCE, MO 64050					
Physical Address: 111 EAST MAPLE, INDEPENDENCE, MO 64050				County: Jackson County	
Telephone Number:		Fax Number:			
Prepared by: SARAH HORNE				E-mail Address:	
Municipal Judge:					
II. MONTHLY CASELOAD INFORMATION					
		Alcohol & Drug Related Traffic	Other Traffic	Non-Traffic Ordinance	
A. Cases (citations/informations) pending at start of month		265	12,256	5,576	
B. Cases (citations/informations) filed		12	1,096	515	
C. Cases (citations/informations) disposed					
1. jury trial (Springfield, Jefferson County, and St. Louis County only)		0	0	0	
2. court/bench trial - GUILTY		0	6	21	
3. court/bench trial - NOT GUILTY		0	0	2	
4. plea of GUILTY in court		15	846	223	
5. Violations Bureau Citations (i.e. written plea of guilty) and bond forfeiture by court order (as payment of fines/costs)		0	396	2	
6. dismissed by court		0	59	44	
7. nolle prosequi		3	95	47	
8. certified for jury trial (not heard in Municipal Division)		0	0	5	
9. TOTAL CASE DISPOSITIONS		18	1,402	344	
D. Cases (citations/informations) pending at end of month [pending caseload = (A+B)-C9]		259	11,950	5,743	
E. Trial de Novo and/or appeal applications filed		0	0	5	
III. WARRANT INFORMATION (pre- & post-disposition)					
1. # Issued during reporting period		1,801	1. # Issued during period		
2. # Served/withdrawn during reporting period		309	☐ Court staff does not process parking tickets		
3. # Outstanding at end of reporting period		11,349			
IV. PARKING TICKETS					

MUNICIPAL DIVISION SUMMARY REPORTING FORM

COURT INFORMATION	Municipality: Independence Municipal	Reporting Period: Mar 1, 2024 - Mar 28, 2024
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V. DISBURSEMENTS

Excess Revenue (minor traffic and municipal ordinance violations, subject to the excess revenue percentage limitation)		Other Disbursements: Enter below additional surcharges and/or fees not listed above. Designate if subject to the excess revenue percentage limitation. Examples include, but are not limited to, arrest costs and witness fees.	
Fines - Excess Revenue	\$0.00	No Data Available	
Clerk Fee - Excess Revenue	\$0.00	Total Disbursements of Costs, Fees, Surcharges and Bonds Forfeited	\$0.00
Crime Victims Compensation (CVC) Fund surcharge - Paid to City/Excess Revenue	\$0.00	Bond Refunds	\$18,743.00
Bond forfeitures (paid to city) - Excess Revenue	\$0.00	Total Disbursements	\$18,743.00
Total Excess Revenue	\$0.00		
Other Revenue (non-minor traffic and ordinance violations, not subject to the excess revenue percentage limitation)			
Fines - Other	\$0.00		
Clerk Fee - Other	\$0.00		
Judicial Education Fund (JEF) ☐ Court does not retain funds for JEF	\$0.00		
Peace Officer Standards and Training (POST) Commission surcharge	\$0.00		
Crime Victims Compensation (CVC) Fund surcharge - Paid to State	\$0.00		
Crime Victims Compensation (CVC) Fund surcharge - Paid to City/Other	\$0.00		
Law Enforcement Training (LET) Fund surcharge	\$0.00		
Domestic Violence Shelter surcharge	\$0.00		
Inmate Prisoner Detainee Security Fund surcharge	\$0.00		
Restitution	\$0.00		
Parking ticket revenue (including penalties)	\$0.00		
Bond forfeitures (paid to city) - Other	\$0.00		
Total Other Revenue	\$0.00		

Municipal Division Summary Reporting

16th Judicial Circuit - Jackson County - Independence Municipal Division

I. COURT INFORMATION

Reporting Period:		
March	2024	Court activity occurred in reporting period: Yes
Clerk's Physical Address:	Mailing Address:	Vendor
111 East Maple Independence, MO 64051	PO Box 1019 Independence, MO 64051	Incode (Tyler Technologies)
Telephone Number:	Fax Number:	
(816) 325-7235		
Prepared by:	Prepared by E-mail Address:	Municipal Judge(s) Active During Reporting Period:
Dawna Cordon	dawna.cordon@courts.mo.gov	Garry L. Helm, Susan G. Watkins

II. MONTHLY CASELOAD INFORMATION		Alcohol & Drug Related Traffic	Other Traffic	Non-Traffic Ordinance
A. Cases (citations / informations) pending at start of month		8,635	82,435	46,182
B. Cases (citations / informations) filed		0	0	4
C. Cases (citations / informations) disposed				
1. jury trial (Springfield, Jefferson County, and St. Louis County only)		0	0	0
2. court / bench trial - GUILTY		0	0	1
3. court / bench trial - NOT GUILTY		0	1	1
4. plea of GUILTY in court		1	4	2
5. violations Bureau Citations (i.e., written plea of guilty) and bond forfeitures by court order (as payment of fines / costs)		2	174	92
6. dismissed by court		0	10	47
7. nolle prosequi		1	25	12
8. certified for jury trial (not heard in the Municipal Division)		0	0	0
9. TOTAL CASE DISPOSITIONS		4	214	155
D. Cases (citations / informations) pending at end of month [pending caseload = (A + B) - C9]		8,631	82,221	46,031
E. Trial de Novo and / or appeal applications filed		0	0	0

Municipal Division Summary Reporting

Court Information	Municipality: 16th Judicial Circuit - Jackson County - Independence Municipal Division	Reporting Period: March - 2024
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III. WARRANT INFORMATION (pre- & post-disposition)		IV. PARKING TICKETS	
1. # Issued during reporting period:	666	Does court staff process parking tickets? Yes	
2. # Served/withdrawn during reporting period:	787	1. # Issued during reporting period:	0
3. # Outstanding at end of reporting period:	41,677		

V. DISBURSEMENTS	
Excess Revenue (minor traffic and municipal ordinance violations, subject to the excess revenue percentage limitation)	
Fines – Excess Revenue	\$17,089.00
Clerk Fee – Excess Revenue	\$1,643.00
Crime Victims Compensation (CVC) Fund surcharge – Paid to City/Excess Revenue	\$0.00
Bond forfeitures (paid to city) – Excess Revenue	\$313.00
Total Excess Revenue	\$19,045.00
Other Revenue (non-minor traffic and ordinance violations, not subject to the excess revenue percentage limitation)	
Fines – Other	\$29,688.63
Clerk Fee – Other	\$1,584.00
Judicial Education Fund (JEF) Court does not retain funds for JEF: Yes	
Peace Officer Standards and Training (POST) Commission surcharge	\$272.00
Crime Victims Compensation (CVC) Fund surcharge – Paid to State	\$1,927.36
Crime Victims Compensation (CVC) Fund surcharge – Paid to City/Other	\$0.00
Law Enforcement Training (LET) Fund surcharge	\$537.00
Domestic Violence Shelter surcharge	\$1,085.00
Inmate Prisoner Detainee Security Fund surcharge	\$546.00
Restitution	\$0.00
Parking ticket revenue (including penalties)	\$15.50
Bond forfeitures (paid to city) – Other	\$4,200.00
Total Other Revenue	\$39,855.49
Other Disbursements: Enter below additional surcharges and/or fees not listed above. Designate if subject to the excess revenue percentage limitation. Examples include, but are not limited to, arrest costs and witness fees.	
Copies, certified copies, records checks.	\$149.00
Total Other Disbursements	\$149.00
Total Disbursements of Costs, Fees, Surcharges and Bonds Forfeited	\$59,049.49
Bond Refunds	\$4,562.50
Total Disbursements	\$63,611.99