CITY COUNCIL Regular Meeting

October 7, 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

1. Ken Truax, Elder at the East Independence Church of Christ, will give the Invocation

THE PLEDGE OF ALLEGIANCE

ROLL CALL

CITIZEN REQUESTS

PRESENTATION RESOLUTIONS

1. 24-769 A Resolution recognizing Miranda Rice, Assistant to the Director of Community Development, as the ISTAR Award Recipient for October 2024.

PROCLAMATIONS

1. Hope House Proclamation
2. A Proclamation for National Fire Prevention Week, October 6-12, 2024

CONSENT AGENDA

Reports and Recommendations of the City Manager

1. Approval of minutes for the Regular Meetings on September 3rd and September 16th, 2024

2. Council action is requested to issue a purchase order to Durkin Equipment Company in the amount of $181,256.00, for Chlorine Gas Feeder System and Chlorine Evaporator Replacement at the Courtney Bend Water Treatment Plant for the Municipal Services Department.

3. Council action is requested to expend $370,000.00 in expenditures for Emergency Vehicle Equipment and Changeovers with 911 Custom for the Police Department for fiscal year 2024-2025.

4. Council action is requested to expend $200,000 to Baysinger Police Supply, Inc. for uniforms and accessories for the Police Department for FY 25.

5. Council action is recommended to approve a change order to Precision Industries, Inc., in the amount of $30,984.11 for additional expenses for remounting existing rescue-chassis for the Fire Department. The total amount of the purchase order increases to $247,717.57.

6. Council action is requested to authorize the City Manager to enter into a design contract with, and issue a purchase order to, Crawford, Murphy & Tilly (CMT), in the amount of $151,295, authorizing future minor change orders not to exceed $15,129.50, for engineering design services as part of the 23rd Street Complete Streets Phase I project (No. 112111).

7. Council action is requested to authorize the City Manager to approve purchase order change order #2 to the design contract (PO#24000627) with Kimley-Horn Associates for a new total not to exceed $1,364,076, authorizing future minor change orders not to exceed $136,407.60 as part of the Winner Road Complete Streets Project (No. 112403).

8. Council action is requested to approve the 2024 DOJ Improving Criminal Justice Responses Grant Award

RESOLUTIONS

1. 24-770 A Resolution appointing Krystel Lugenbeel to the Personnel Board.

2. 24-771 A Resolution reappointing Bradley Mudd to the Public Safety Tax Oversight Committee

3. 24-772 A Resolution reappointing Dustin Henrich and appointing Sabastian Gonzalez to the Japanese Sister City Committee

4. 24-773 A Resolution reappointing Austin Conley to the Independence Square Advisory Board

5. 24-774 A Resolution reappointing Jana Evans to the Park Commission

6. 24-775 A resolution approving the Preliminary Plat for Jackson Place in Independence, Missouri.

7. 24-776 A Resolution appointing Stacie Short, Cindy McClain, Byron Constance, Tom Hall and Katie Gall to the Independence Arts Council.

REGULAR AGENDA

PUBLIC HEARING(S)

1. A public hearing for the application to rezone the property at 2710 S. Westport Road from R-6, Single Family Residential, to R-6/PUD, Single Family Residential/Planned Unit Development. ***New Information Only.***

   24-094 **2R** An ordinance approving a rezoning from District R-6 (Single-Family Residential) to District R-6/PUD (Single-Family Residential/Planned Unit Development) and approving a preliminary development plan for the property at 2710 S. Westport Road, in Independence, Missouri. **2R**

ORDINANCES

1. 24-091 **2R** An ordinance approving a plan for an industrial development project for the Arabella Apartment Project; authorizing the City of Independence, Missouri to issue its Taxable Industrial Development Revenue bonds in a principal amount not to exceed $39,200,000; and authorizing certain documents and actions in connection therewith. **2R**

2. 24-092 **2R** An ordinance approving petitions to add property to the Noland Road Community Improvement District. **2R**

3. 24-093 **2R** An ordinance vacating an existing general utility easement, electric easement, and sanitary sewer easement, all part of 18785 E 39th Street South lying in, on, and across tracts 4&5, of Independence Center a subdivision in Independence, Jackson County, Missouri. **2R**

4. 24-095 **2R** An ordinance adopting amendments to the Fiscal Year 2023-2024 budget, which was approved by Ordinance No. 19453. **2R**

FIRST READING(S)

1. 24-096 **1R** An ordinance approving the Intergovernmental Cooperative Agreement between the City of Independence, Missouri and the Fairmount Community Improvement District. **1R**

2. 24-097 **1R** An ordinance amending the Unified Development Ordinance, Chapter 14, of the City Code adding Section 14-912 Englewood Arts Overlay District. **1R**

3. 24-098 **1R** An ordinance approving the overlay rezoning to EAOD (Englewood Arts Overlay District) for the properties generally located west of Crysler, north of 23rd Street, east of Brookside Avenue and south of Truman Road. **1R**

4. 24-099 **1R** An ordinance approving a rezoning from District R-6 (Single-Family Residential) to District I-1 (Industrial) for the property at 21101 E. M-78 Highway. **1R**

5. 24-100 **1R** An ordinance approving a rezoning from District C-2 (General Commercial) and District R-6 (Single-Family Residential) to C-2 (General Commercial) and R-12 (Two-Family Residential) for the property located at the southwest corner of Jackson Drive and R. D. Mize Road. **1R**

6. 24-101 **1R** An ordinance approving a rezoning from District R-30/PUD (High Density Residential Planned Unit Development) to R-6 (Single Family Residential) for the property at 9300 E 9th St. **1R**

7. 24-102 **1R** An ordinance approving a rezoning from District I-1 (Industrial) to R-6 (Single Family Residential) for the properties at 1235 & 1239 W. South Ave. **1R**

8. 24-103 **1R** An ordinance approving a rezoning from District I-1 (Industrial) to C-2 (General Commercial) for the properties at 11300 E. Aaron Ln and 11301 & 11303 E. Truman Rd. **1R**

INFORMATION ONLY

1. Municipal Court Report for August 1, 2024 - through September 3, 2024

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

INDEPENDENCE
* MISSOURI *

A GREAT AMERICAN STORY

City Council Regular Meeting Minutes

September 3, 2024 6:00 PM

Council Chambers - 111 E. Maple Ave.

INVOCATION

1. Laurie Dean Wiley, Chair of God at Center Committee at Truman Heritage Habitat for Humanity, will give the invocation.

Laurie Dean Wiley gave the invocation.

THE PLEDGE OF ALLEGIANCE

ROLL CALL

Mayor Rory Rowland, Presiding Officer of the City Council, called the meeting to order. Upon roll call, the following members were present: Rory Rowland, Jared Fears, Brice Stewart, Bridget McCandless, Jennie Vaught, John Perkins, and Mayor Rory Rowland. Absent – Heather Wiley.

CITIZEN REQUESTS

There were no citizen requests.

PRESENTATION RESOLUTIONS

1. 24-761 A Resolution recognizing Jamie Neal, Senior Court Clerk in the Municipal Court Department, as the ISTAR Award Recipient for September 2024. **Res. No. 7040**

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

AYES (1): Councilmember Stewart, Councilmember Perkins, Councilmember Fears, Councilmember McCandless, Councilmember Vaught, Mayor Rowland

NAYS (0): None
ABSENT (1): Councilmember Wiley

PROCLAMATIONS

A Proclamation for the National Preparedness Month was presented to Sam Morris, Chief of Emergency Operations.

1. National Preparedness Month

CONSENT AGENDA

Reports and Recommendations of the City Manager

Mayor Rowland took a moment of personal privilege to read a prepared statement regarding Planning Commission member Butch Nesbitt and complaints with regard to his behavior at a recent meeting. The Mayor and Council are working to address the concerns expressed by many.

Councilmember Perkins made a motion to approve the Consent Agenda.
Councilmember McCandless seconded the motion.

AYES (6): Mayor Rowland, Councilmember Fears, Councilmember Stewart, Councilmember McCandless, Councilmember Vaught, Councilmember Perkins
NAYS (0): None
ABSENT (1): Councilmember Wiley

Consent Agenda approved.

Councilmember Stewart requested to pull item 24-762 for further discussion.

1. Approval of minutes for the Regular Meetings from August 5th and August 19th, 2024. **Approved**

2. Council action is requested to expend $1,260,000 with Tenaska for Energy Services and Energy Data Management services for the Power & Light Department for fiscal year 2025. **Approved**

3. Council approval is requested to purchase a Spartan Metro-Size 4 door Pumper from Precision Fire Apparatus for Eight Hundred Fifty-Nine Thousand Six Hundred Nine Dollars and zero cents ($859,609.00). **Approved**

4. Council action is requested to issue a purchase order for $240,000.00 to Anixter, for Power Distribution Transformers, for the Power & Light Department. **Approved**

5. Council action is request to issue a purchase order to MH Logistics (Armor

Equipment) in the amount of $375,000, for an E450 Ford box truck with all camera accessories & modified truck body for the Collections System Maintenance Division of the Municipal Services Department. **Approved**

6. Council action is requested expend $250,000 for fiscal year 2024-2025 to USIC Locating Services Inc. for Locating Services for the Water Division of the Municipal Services Department. **Approved**

7. Council action is requested to issue a purchase order to Shawnee Mission Ford in the amount of $424,269.00, for nine (9) Model Year 2025 Ford Explorer AWD Police Interceptors for the Police Department. **Approved**

8. Council action is requested to issue a purchase order for $104,609.88 to Universal Protection Service LP., for Security Guard Services at the Independence Utility Center & the Power & Light Service Center for Fiscal Year 2025 and continued expenditures for fiscal years 2026 and 2027 for the Power & Light Department. **Approved**

RESOLUTIONS

1. 24-762 A Resolution in support of the application to the Missouri Housing Development Commission for financing the planned development of Terrace Crossing to be located at 9701 East 35th Street, in Independence, Missouri. **Res. No. 7041**

The item was presented, and discussion followed.

None moved to Approve the item as presented. Motion seconded by None. Motion Passed.

AYES (6): Mayor Rowland, Councilmember Fears, Councilmember Stewart, Councilmember McCandless, Councilmember Vaught, Councilmember Perkins
NAYS (0): None
ABSENT (): Councilmember Stewart moved to Approve the item as presented. Motion seconded by Councilmember Perkins. Motion Passed.

AYES (6): Mayor Rowland, Councilmember Fears, Councilmember Stewart, Councilmember McCandless, Councilmember Vaught, Councilmember Perkins
NAYS (0): None
ABSENT (1): Councilmember Wiley

This is a resolution in support for a developer who is seeking tax credit applications from the State of Missouri. The project they are pursuing is to build multi-family housing generally located around 35th Terrace and 40 Highway. This would provide 60 units in that area. They are not seeking a rezoning from the Council. This is simply the developer getting a policy statement from the City in support of their application to the State of Missouri to get these tax credits. These tax credits provide reimbursement to the developer for the housing construction expenses in exchange, the project will have some income restrictions legibility items on it,

which includes a maximum amount of income to be eligible to live in this development. The developer sent a letter to the Independence School District asking for their support. City Manager Zach Walker was copied on a response from the Superintendent saying they would not be supporting this project, citing concerns about adding more students to nearby schools.

Castle Park is the school in that area. Not sure if they are at capacity or not. Council member Fears stated this was a personal opinion of the Superintendent and not the board. When the tax credits are issued, they are accompanied by a time limit of 20 years for th income limit. After 20 years, it returns to market rate. There are currently 900 families within the Independence School District who do not have stable housing. This information was supported in the City's most recent housing study. This project would offer a housing option for those individuals mentioned.
Counilmember Vaught stated that today's economy makes it hard for people to pay their bills and, even if they have a home. This company has a good reputation for taking care of their property and the rent is based on income, not section 8. She will be supporting this Resolution.

Councilmember Perkins received a letter from Community Services League in support of this.

AYES (6): Mayor Rowland, Councilmember Fears, Councilmember Stewart, Councilmember McCandless, Councilmember Vaught, Councilmember Perkins
NAYS (0): None
ABSENT (1): Councilmember Wiley
Resolution (Bill No. 24-762) passes 6-0

2. 24-763 A Resolution reappointing Trevor Tilton and Sean Fite to the Independence Square Advisory Committee **Res. No. 7042**

3. 24-764 A Resolution appointing Cody Atkinson to the Board of Adjustment **Res. No. 7043**

REGULAR AGENDA

PUBLIC HEARING(S)

1. A public hearing for the application by Carolyn Rogers to rezone the property at 15552 E. US 24 Highway from C-2, General Commercial, and R-6, Single Family Residential, to R-6, Single Family Residential. ***New Information Only.***

Rick Arroyo, Assistant Community Development Director for the city discussed this item.
The Planning Commission voted in favor of this rezoning on July 23 2024. This is to rezone the property at 15552 E. 24 Highway from C-2 General Commercial to single family. The lot did have a residential structure back in the mid 40's. It was rezoned commercial in the mid 60's. Most recently, the structure has been used as a beauty salon. The owner of that business has retired and wishes to live there as a single family structure.

24-087 **2R** An ordinance approving a rezoning from District C-2 (General Commercial) and R-6 (Single Family Residential) to R-6 (Single Family Residential) for the property at 15552 E. US 24 Highway. **2R Ord. No. 19605**

AYES (6): Mayor Rowland, Councilmember Fears, Councilmember Stewart, Councilmember McCandless, Councilmember Vaught, Councilmember Perkins
NAYS (0): None
ABSENT (1): Councilmember Wiley
This item passes 6-0

2. A public hearing on proposed property tax rates to be set by the City of Independence for the fiscal year beginning July 1, 2024, based on the current assessed valuation by Jackson and Clay Counties. *Full Public Hearing.*

Melissa Sill, Budget Manager for the City of Independence. We have received final valuations from Jackson County. The valuations went down slightly so there will be a slight increase to the levy rate of .3325 for $100 of valuation. Public Health went up .1567 and Independence Square stayed the same at .5755. There was a large from 2022 of $1,405,819,942 to $1,913,947,167 in 2023 and now in 2024 it is $1,872,026,107.
The State Tax Commission has issued a ruling to Jackson County:

- Alleges Assessor did not follow 137.115.10 RSMo.
- Physical Inspections on increases above 15%.
- Jackson County has not issued revised assessments for 2023.

Jackson County has not provided any valuations for 2023 to the City.

Projections for 2024-2025

- General Fund: 6,063,000
- Health Property Tax Levy: 933,450
- Recreation Tax Levy: 1,942,736

City's Process to Set Levy

- Can only set levy for what has already been authorized by voters
- General Revenue $1 for every $100 assessed valuation
- Recreation and Health Levy .40 cents

We are required by state statute to hold a public hearing prior to setting the levy. We can only set the levy after we receive the final assessed valuations from Jackson County.
The Missouri Auditor's office will provide a pro forma calculation for the City to utilize. We can only increase our levy by the Consumer Price Index. We have a very narrow increase amount. A house valued at $100,000 will see a $2.53 tax increase, $3.44 increase on a $136,000 house and $5.05 on a $200,000 house. A majority of it goes to the School District.

In the 1990s,the Missouri State Constitution approved the Hancock Amendment, which says a taxing jurisdiction cannot raise venue without a vote of the people. The staff adjusts the levy rate according to the Consumer Price Index. The number that will be presented to you has been adjusted according to the Hancock Amendment, ensuring that our revenue growth does not exceed the Consumer Price Index.
Only 6% of what we pay in personal property taxes comes back to the City.

Missouri Municipal League has advised that city staff run a notice in the paper and include the total estimated amount of the City's portion. We will have a second public hearing on this on the next agenda just to be cautious in making sure the public s. Tonight has the first public hearing and the first reading. The next agenda will have a second public hearing and a second reading.

ORDINANCES

1. 24-043 **2R** An ordinance amending Article 3 of Chapter 5 of the City Code by enacting new sections to revise and clarify the requirements for extended stay hotels. **2R** **Postponed for 60 days to 11/4/24 Agenda**

Councilmember McCandless made a motion to postpone this item for 60 days.
Councilmember Fears seconded.

AYES (6): Mayor Rowland, Councilmember Fears, Councilmember Stewart, Councilmember McCandless, Councilmember Vaught, Councilmember Perkins
NAYS (0): None
ABSENT (1): Councilmember Wiley

Motion to postpone for 60 days, passes 6-0

2. 24-085 **2R** An ordinance authorizing the 2024 Midwest High Intensity Drug Trafficking Area (HIDTA) Memorandum of Understanding (MOU) for the Investigative Support Center Initiative, and related documents, with the Kansas Bureau of Investigation, for a grant award in the amount of $154,459.00; making the necessary appropriations; authorizing future change orders for additional funding and/or time extensions; and authorizing certain future appropriations. **2R** **Ord. No. 19603**

AYES (6): Mayor Rowland, Councilmember Fears, Councilmember Stewart, Councilmember McCandless, Councilmember Vaught, Councilmember Perkins
NAYS (0): None
ABSENT (1): Councilmember Wiley

Item was approved 6-0

3. 24-086 **2R** An ordinance authorizing the City Manager to execute a certain grant agreement with the Missouri Highways and Transportation Commission for the

Fairmount Loop Project (Project No. 112501 / Federal Project No. TAP-3379(444). **2R**
Ord. No. 19604

AYES (6): Mayor Rowland, Councilmember Fears, Councilmember Stewart, Councilmember McCandless, Councilmember Vaught, Councilmember Perkins
NAYS (0): None
ABSENT (1): Councilmember Wiley

Passes 6-0

4. 24-088 **2R** An Ordinance adding a new Article 5, Legal Description, to the Independence City Code, Chapter 10. **2R** **Postponed to 11/4/24 Agenda**

Councilmember Perkins made a motion to postpone this item until November 4th. Councilmember Fears seconded.

AYES (6): Mayor Rowland, Councilmember Fears, Councilmember Stewart, Councilmember McCandless, Councilmember Vaught, Councilmember Perkins
NAYS (0): None
ABSENT (1): Councilmember Wiley

Item is postponed to November 4th 6-0

FIRST READING(S)

1. 24-089 **1R** An ordinance levying a tax on all real property subject to taxation on January 1, 2024, within the corporate limits of the City of Independence, Missouri, for general revenue and public health and recreation purposes, and for The Independence Square Special Benefit District; said levies and assessments being separate and distinct, all for the fiscal year commencing on the 1st day of July, 2024, and ending on the 30th day of June, 2025. **1R** **Read**

2. 24-090 **1R** An Ordinance Amending Independence City Code Section 16-01-002 "License Tax" **1R** **Read**

INFORMATION ONLY

1. A certified copy of the Election Results has been received by the City Clerk.

2. Case 24-125-08, a request by Rosemary Hoover to rezone the property located at 2710 S. Westport Road from R-6, Single Family Residential, to R-6/PUD, Single Family Residential, Planned Unit Development, and approve a Preliminary Development Plan, was advertised for a new information only public hearing at the September 3, 2024, City Council meeting. As this case was continued by the Planning Commission, the new information only public hearing will now be held at the October 7, 2024 City Council meeting.

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

COUNCILMEMBER COMMENTS

Councilmember Fears wanted to give a shout out to the Chamber and city staff regarding Santa Caligon.
Councilmember Vaught talked about the FIFA World Cup coming to our area. There will be six matches here from July 11th through July 10th, including a quarter final match. The world cup is one of the largest sporting event in the world. This means a boost in the Independence economy. Visitors will be using our hotels, restaurants, etc. This is an opportunity to showcase Independence as a destination. She is looking forward to working with the FIFA Committee and city staff to make this a successful event.
Councilmember McCandless stated that she was following Councilmember Vaught's topic of the World Cup. A number of them went to the Kansas City Chamber to find out what other municipalities would need to do when FIFA is here. She gave a special shout out to Three Trails Camp who is celebrating their 100th year anniversary. She also gave a special thanks to the police and fire for their work during Santa Caligon. They all did a great job with having an outreach to the citizens that attended. The City also finally received transformers which were needed. Lastly, she will be on vacation and asked that if anyone needs anything to contact Councilmember Fears.

Councilmember Perkins said he had a great time at Santa Caligon. Thank you to the Chamber for their hard working in making this a success. The new Independence Square Streetscape will begin in February 2025 and should be completed by Santa Caligon. This will include new sidewalks and new amenities . He is awestruck at the magnitude of the effect that the World Cup will have on our area.

Mayor Rowland stated the Daughters of the American Revolution Pioneer Chapter celebrated their 110th anniversary today. Samoan Flag Day was this past weekend. It was a very interesting and fascinating ceremony. He received a cash donation that the Mayor will be giving to the Community Services League.

City Manager Zach Walker thanked the Council for their recognition of staff in preparing for Santa Caligon. He saw the crews from Independence Together assisting with the clean up from the festival on the square. They have now collected over 600,000 lbs of trash, cleaning up roadways and green spaces. The Audit and Finance Committee recently received a report from the Management Analyst. You can now visit Independencemo.gov/business to find information for those wanting to open businesses within the City or in collaboration with the innovation center. We are also close to opening an portal for all things business licensing, etc. that will

allow the development community to communicate with the staff at City Hall.

ADJOURNMENT

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

ATTEST:

Susanne Holland
City Clerk

INDEPENDENCE
★MISSOURI★

A GREAT AMERICAN STORY

City Council Regular Meeting Minutes

September 16, 2024 6:00 PM

Council Chambers - 111 E. Maple Ave.

INVOCATION

1. Sergio Quintero will give the Invocation in Spanish

Laurie Dean-Wiley gave the Invocation. Sergio was not present.

THE PLEDGE OF ALLEGIANCE

ROLL CALL

Mayor Rory Rowland, Presiding Officer of the City Council, called the meeting to order. Upon roll call, the following members were present: Jared Fears, Brice Stewart, Bridget McCandless, Jennie Vaught, John Perkins, Heather Wiley, and Mayor Rory Rowland.

CITIZEN REQUESTS

Heather Knox talked about the rise of crime and criminal entities coming into our city.
Danielle Dupree invited everyone to the Ennovation Centers Taste of Ennovation Event and discussed the opportunities the Ennovation Center offers those who are wanting to start a small business in Independence.
Brent Schondelmeyer spoke about the Rental Ready program.
Rev. Sarah Wimberly spoke about Independence Towers, the poor condition that it is in and the Rental Ready program.
Gerald Winship spoke about the Noland Road CID.
Martain Breitenbach spoke about the increase in sales tax and personal property tax and spoke against the General Ordinance Bond.
Kevin Baird voiced his concerns with item #5 which is a Generation Option to Lease agreement with UET Venures, LLC.
Rosemary Hoover spoke about rezoning 2710 Westport Road.

GK Callahan spoke about the ReArts Festival in Englewood.

PRESENTATION

Councilmember Wiley made a motion to do presentations out of order, taking them before Citizen Requests.
Councilmember McCandless seconded.

All voted yes, no nays
Motion passes 7-0

1. The Susan P. Block Award will be presented to Michelle Sumstad by Kelly Freeland, Past President of the Junior Service League, 2022-2023, and Chair of the Susan P. Block Distinguished Public Service Award Committee.

This award was presented by Mary House, current President, to Deputy Chief Michelle Sumstad.

PROCLAMATIONS

1. A Proclamation for Sons of the Revolution, Constitution Week

Proclamations were presented to the Sons of the Revolution and Daughters of the Revolution. There was also a proclamation presented to JobOne for National Employment Disability Month for the month of October.

CONSENT AGENDA

Reports and Recommendations of the City Manager

Councilmember Perkins moved to Approve the Reports and Recommendations of the Consent Agenda.
Motion was seconded by Councilmember Fears. Motion Passed.

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

Items 3 and 4 were pulled by Councilmember McCandless for further discussion, item number 5 was pulled by Councilmember Stewart, items 6 and 7 were pulled by Councilmember Fears and items 24-767 and 24-768 by Councilmember Stewart.

1. Council action is requested to issue a purchase order for $459,968.00 with Lenco Armored Vehicles for the Police Department. **Approved**

2. Council action is requested to expend $800,000.00 with Davenport Construction for Street Cut Repairs for the Water Division of the Municipal Services Department for fiscal year 2024-2025. **Approved**

3. Council action is requested to authorize the City Manager to approve a construction contract with Hettinger Construction, Inc., for an amount not to exceed $993,006 authorizing future minor change orders not to exceed $99,300 and/or time extensions as part of the 24 Highway Main Replacement (Cysler Ave. to River Blvd.) Project (No. C24-191-409749). **Approved**

The item was presented, and discussion followed.
The City has been awarded over $30M in federal funds for pedestrian and vehicular and safety improvements in the 24 Hwy corridor. This is the watermain replacement portion. They will also repair some of the infrastructure below the street. There should not be much of a disruption while this work is going on beyond some lane shifts. We do not anticipate any road closures.

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

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

4. Council action is requested to authorize the City Manager to approve purchase order change order #1 to the construction contract with Wiedenmann Construction, Inc. for a new contract total not to exceed $950,186.21, authorizing future minor change orders and/or time extensions not to exceed $95,018.62 to complete emergency repairs to additional stormwater structures throughout the City as part of the Emergency Stormwater Project (No. 131802) and Emergency Transportation Project (No. 112203). **Approved**

The item was presented, and discussion followed.
This project will allow replacement of some storm water structures across town. The only road closure anticipated for this project is Bundschu which is already closed. We do not anticipate the need for other road closures during this project. The cooperative contracting portion is a bid mechanism in keeping with state statute and state laws on procurement policies. It helps us get the bidding out faster so we can have competitive bids and quality work. The number of complaints regarding storm water back up has gone down significantly since the city has invested in those areas.

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

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

5. Council action is requested to authorize the City Manager to execute a Power Generation Option to Lease agreement with UET Ventures, LLC, substantially similar to the attached agreement, for the purposes of engineering, permitting, acquiring and installing power generation facilities and equipment at the retired Independence Power & Light Blue Valley Power Plant site. **Approved**

The item was presented, and discussion followed.

Last year we had a ribbon cutting for the first of a ten million square foot development in the Little Blue valley area. We are competing for a data center type development in this area. These kinds of projects require a tremendous amount of support from the utilities, both electrical and water. This agreement would kick of a feasility period of 120 days where a third party company called UET would come in and investigate what they would need to submit to the Regulatory Agencies to find out if they would be permitted to install the power production technologies on that site. We need to have this agreement in place by the end of the month. This is just to let them explore the idea and allows them to come onto the property to do their studies.

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

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

6. Council action is requested for approval to revise the premiums for the City's Self-Insured Cigna Health Plan. **Approved**

The item was presented, and discussion followed.
These are connected to the City's health insurance benefits. Item #6 is the City's annual premium increase. This was forecaster to be a double-digit increase but the City was able to get it down to just above a 7% increase.

Items 6 and 7 are connected to the City's health benefit plan.

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

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

7. Council action is requested to include the Cigna Omada Complete and Cigna Pathwell Bone/Joint as optional programs with the 2025 Cigna Healthcare plan. **Approved**

The item was presented, and discussion followed.

Council has asked that the previous item be rescinded and the sale of IPL be taken off the table. That is what this resolution does.

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

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

REGULAR AGENDA

PUBLIC HEARING(S)

1. A public hearing for the Taxable Industrial Development Revenue Bonds for the Arabella Apartment Project. ***Full Public Hearing.***

David Martin with Gilmore Bell Law Firm serving as bond counsel on this transaction, spoke on this item. This is an apartment complex with 176 ranch style units to be located at the southwest corner of RD Mize Road and Jackson Drive. The total anticipated expenditures on this project is $39.2M. They are requesting a sales tax exemption on the construction materials being used to develop this structure. This is a short-term transaction. Completion is anticipated for the end of 2027. This request is for a three-year short-term lease. At the end of that period, the property would be listed at 100% taxability.
Vince Cuezze, attorney with the Polsinelli Law firm spoke on behalf of the developer, Lombardo Homes. They are requesting this a way for the developer to be able to complete the project without any concerns of having to pause the project due to pricing. With this change they will be able to move forward with the project.

Steve Kellogg asked what the total loss in sales tax revenue would be. David Martin said the amount is estimated to be $972,000 with a majority of that loss going to the State.

2. A public hearing for the amendment to the Noland Road Community Improvement District. ***Full Public Hearing.***

David Martin with Gilmore Bell Law firm serving as economic development counsel, spoke on this item. They received two petitions from the Noland Road CID related to expansions. He offered an exhibit list for the record, which are attached to this agenda item.

No one else spoke on this item.

3. A public hearing on proposed property tax rates to be set by the City of Independence for the fiscal year beginning July 1, 2024, based on the current assessed valuation by Jackson and Clay Counties. ***Full Public Hearing.***

Our Budget Manager, Melissa Cabrara gave a presentation on this two weeks ago as a public hearing. This was to have a second public hearing to follow the state statute.
Martian Breightenbach spoke on this item, stating the State Tax Board is not conducive to what Jackson County did on the property taxes.
The Missouri State Tax Commission made a ruling that none of the properties in Jackson County were to exceed 15% increase in their tax valuation. The County has filed a suit challenging that ruling. The City is caught in the middle. The numbers we have been provided come from the County Assessor's Office. Because of the difference between the Assessor's office and the State Tax Commission, they do not reflect the 15% gap, but the Council has a statutory requirement to adopt this levy by October 1st each year, otherwise the City forgoes its entire levy for the coming year.

ORDINANCES

1. 24-089 **2R** An ordinance levying a tax on all real property subject to taxation on January 1, 2024, within the corporate limits of the City of Independence, Missouri, for general revenue and public health and recreation purposes, and for The Independence Square Special Benefit District; said levies and assessments being separate and distinct, all for the fiscal year commencing on the 1st day of July, 2024, and ending on the 30th day of June, 2025. **2R** **Ord. No. 19606**

Councilmember Perkins received an email from Melissa Cabrera, Budget Manager, requesting an amendment to this ordinance reflecting the adjustments to the levy.

Councilmember Perkins moved to Approve the item as presented. Motion seconded by Councilmember Fears. Motion Passed for the amendment

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

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

2. 24-090 **2R** An Ordinance Amending Independence City Code Section 16-01-002 "License Tax" **2R** **Ord. No. 19607**

This is to keep us in accordance with the Missouri State Statutes. Item passes.

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

FIRST READING(S)

1. 24-091 **1R** An ordinance approving a plan for an industrial development project for the Arabella Apartment Project; authorizing the City of Independence, Missouri to issue its Taxable Industrial Development Revenue bonds in a principal amount not to exceed $39,200,000; and authorizing certain documents and actions in connection therewith. **1R Read**

2. 24-092 **1R** An ordinance approving petitions to add property to the Noland Road Community Improvement District. **1R Read**

3. 24-093 **1R** An ordinance vacating an existing general utility easement, electric easement, and sanitary sewer easement, all part of 18785 E 39th Street South lying in, on, and across tracts 4&5, of Independence Center a subdivision in Independence, Jackson County, Missouri. **1R Read**

4. 24-094 **1R** An ordinance approving a rezoning from District R-6 (Single-Family Residential) to District R-6/PUD (Single-Family Residential/Planned Unit Development) and approving a preliminary development plan for the property at 2710 S. Westport Road, in Independence, Missouri. **1R Read**

5. 24-095 **1R** An ordinance adopting amendments to the Fiscal Year 2023-2024 budget, which was approved by Ordinance No. 19453. **1R Read**

INFORMATION ONLY

1. Notification of an amendment to the MARC Nutrition Site Grant FY25 Funding

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).*

A motion was made by Councilmember McCandless to go into Executive Session at the conclusion of the meeting, for subsections 1 for legal actions and 13 for personnel records.

Motion seconded by Councilmember Perkins. Motion Passed. Council will go into Executive Session.

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

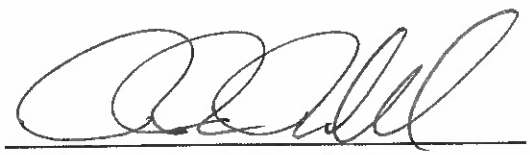
COUNCILMEMBER COMMENTS

Councilmember Fears stated he appreciated the comments from a citizen related to gang violence and asked that someone would contact her to let her know what is currently being done on this issue.
Long before the incident at Independence Towers, there was already work being done on the rental ready program. He hopes to have revisions to that program by the end of the year.

Councilmember Vaught recognized Sam Morris and staff for organizing the first FIFA World Cup Committee meeting. They have some great goals and objectives to work on. This is a great opportunity to bring visitors and revenue to the City.

Councilmember McCandless thanked the City Manager for going to the National City Manager's Association. Independence was recognized for its Independence Together Program. This will be on the National stage, addressing homelessness and cleaning up trash in the community. Also a reminder that the GO Bond Committee is meeting on Wednesday at 5:30 p.m. at IUC and is available on YouTube. This is also the three-year anniversary of the loss of PO Madrid Blaize. Police officers Ostendorf and Cochran received the Missouri Public Safety Medal of Valor from the Governor for pulling a passenger from a burning car. She also expressed how great the Enovation Center is and how they have helped numerous small organizations get their start to the point they are now viable businesses. The Missouri Department of Economic Development brought sixteen foreign officers to come explore our Enovation Center so they can explore opportunities for international commerce. Also, two of those businesses got to the HyVee pitch contest at Arrowhead and compete for additional investment.

ADJOURNMENT



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

ATTEST:

Susanne Howard

City Clerk

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

Council action is requested to issue a purchase order to Durkin Equipment Company in the amount of $181,256.00, for Chlorine Gas Feeder System and Chlorine Evaporator Replacement at the Courtney Bend Water Treatment Plant for the Municipal Services Department.

Recommendations:

Council approval to issue a purchase order.

Background:

This project is for the removal and replacement of the current outdated chlorine gas feeder system located at the Courtney Bend Water Treatment Plant. The chlorine gas feed system is an essential part of daily plant operations. This system's sole purpose is to disinfect the drinking water to make water safe for customers. The existing unit has required several repairs over the last few years and the rate of repairs is increasing. It is critical this unit runs consistently year-round. Without these units, it is not possible to supply safe drinking water to customers as determined by the State of Missouri DNR Regulations.

The Procurement Office of the Finance and Administration Department issued Invitation to Bid ("ITB") #24043 on November 15, 2023. The ITB was publicly available through the City's e-bidding service provider, Public Purchase, with 498 potential bidders being notified of the ITB, with 16 firms downloading the ITB.

The City received one (1) bid from Durkin Equipment Company (Durkin). Upon review by staff, it was determined that the bid provided met the requirements specified. Durkin appears to have the necessary capability and capacity to successfully perform the work required.

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

Emergency Justification:

Fiscal Impact:

The fiscal impact to the City is $181,256.00. Funding for the Chlorine Gas Feeder System and Chlorine Evaporator Replacement project is included in the fiscal year 2024-25 budget, page 192, Other Improvements, account number (0417041-5406).

Council Action:

Department / Contact Municipal Services /

REVIEWERS

Lisa Reynolds
Meagan Borth
Jeremy Cover
Zachary Walker
Susanne Holland

ATTACHMENTS:

1. Bid Tab - ITB#24043 - Chlorine Gas Feeder System

Invitation To Bid (ITB) #24043 - Chlorine Gas Feeder System and Chlorine Evaporator Replacement
Bid Closing Date - September 10th, 2024

Vendor					* Durkin Equipment Company *	
Item Code	**Item Name**	**Item Description**	**Qty**	**Unit**	**Unit Price**	**Total Price**
1.	Removal and replacement of chlorine gas feeders	Provide for all labor, equipment, materials, and services required and as specified for the complete removal of the existing (4) Chlorine Gas Feeders and to Provide for all labor, equipment, materials, and services required and as specified for the complete installation and Startup of (4)	1	Job	$109,071.00	$109,071.00
2.	Removal and replacement of chlorine evaporators	Provide for all labor, equipment, materials, and services required and as specified for the complete removal of the existing (2) Chlorine Evaporators and Provide for all labor, equipment, materials, and services required and as specified for the complete installation and Startup of (2)	1	Job	$72,185.00	$72,185.00
TOTAL						**$181,256.00**

* Durkin Equipment Company recommended for award based on being the sole bidder.

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

Council action is requested to expend $370,000.00 in expenditures for Emergency Vehicle Equipment and Changeovers with 911 Custom for the Police Department for fiscal year 2024-2025.

Recommendations:

Council approval is requested to authorize expenditures for the selected commodities.

Background:

The Police Department is requesting to continue existing contracts with 911 Custom for the purchase of equipment needed to outfit and/or repair police vehicles, as well as the labor to remove and install equipment.

The Procurement Division issued an Invitation to Bid (ITB) for Emergency Vehicle Equipment on October 2, 2020. The ITB was published through the Public Purchase e-Procurement website, which notified one hundred forty-six (146) potential respondents, thirteen (13) accessed the ITB. Two firms responded to the ITB: 911 Custom and NROUTE Enterprises, LLC. NROUTE Enterprises LLC's submission was incomplete and non-responsive. 911 Custom submitted a completed, responsive bid. The contract was awarded to 911 Custom for one year with the option to renew for four (4) additional years thereafter. The Police Department requests approval to continue the use of this vendor for fiscal year 2024-2025.

Total estimated expenses for the fiscal year are $370,000. This amount will include emergency equipment to outfit approximately 25 new vehicles (many of which were received during the 2023/24 FY), plus labor to install the equipment in the vehicles.

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

Emergency Justification:

Fiscal Impact:

The fiscal impact to the City total $407,000.00 including contingency. Funding is included in the 2024/25 FY Adopted Budget, Fund 016 – Police Sales Tax account number (4564-5404), page 245.

Council Action:

Department / Contact Police Department /

REVIEWERS

Dennea Leap
Jason Petersen
Meagan Borth
Jeremy Cover
Zachary Walker
Susanne Holland

ATTACHMENTS:

1. 911 Custom Contract 500000518

CONTRACT

Fiscal Year 2021

THIS NUMBER MUST APPEAR ON ALL INVOICES, PACKAGES AND SHIPPING PAPERS.	
Contract #	500000518

VENDOR

911 Custom LLC
6970 W 152nd Ter
Overland Park, KS 66223
Email:sales@911custom.com

Vendor Phone Number	Buyer Email	Vendor Number	Description	
913-390-8540	rsese@indepmo.org	113137	Emergency Vehicle Equipment - RFP #20073	
Estimated Start	**Estimated Completion**	**Expire Date**	**Buyer Name**	**Buyer Phone Number**
11/03/2020	10/31/2025	10/31/2021	Rich Sese	

Insurance Information						
Carrier	Agency	Type	Policy	End Date	Notes	Total

Policy	
Start	11/03/2020
Award	
Expire	10/31/2021
Renewal	08/01/2023
Extended	10/31/2023

Notes	
Fiscal Year	**2021**
Project	
Percent Complete	0.00
By Date	
Encumbered	N

Contract Description	Original Amount	Revised Amount	Liquidated Amount	Remaining Amount
Emergency Vehicle Equipment - RFP #20073	$900,000.00	$900,000.00	$336,713.96	$563,286.04

Line #	Year	Account	Amount
0	2021		$4,234.45
0	2022		$4,111.02
0	2023		$531,654.53
0	2024		$180,000.00
0	2025		$180,000.00

Item#	Description/PartNo	QTY	UOM	Unit Price	Extended Price
	2021	$4,234.45			
	2022	$4,111.02			
	2023	$531,654.53			
	2024	$180,000.00			
	2025	$180,000.00			

CHANGE ORDER

Total Available	$0.00
Total Expended	$188,974.78
Total Open PO	$147,739.18
Total Open Requisition	$0.00
Total Contract Balance	$563,286.04
Total Liquidated Amount	$336,713.96
Total Revised	$900,000.00
Total Original	$900,000.00

By: Cindy Gray
Director of Finance

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

Council action is requested to expend $200,000 to Baysinger Police Supply, Inc. for uniforms and accessories for the Police Department for FY 25.

Recommendations:

Council approval to issue purchase orders.

Background:

Uniforms are an essential part of the equipment required for the performance of public safety duties of the Police Department. After undergoing some issues with past uniform and body armor vendors, the department started searching for a vendor that could fulfill all the department's uniform and body armor needs in fiscal year 2021-2022. It was essential to utilize a vendor that was either a short driving distance from Independence or had a local representative that would be able to handle all the fittings needed for uniforms and body armor. It was equally important to find a vendor that could be a one-stop shop, so employees would not need to travel to numerous businesses to be sized for all the different uniform components needed, and to streamline the ordering process as much as possible.

After reviewing available options and sending some trial orders to Baysingers Uniforms and Equipment, it was decided that Baysingers would be a good option for the department. Baysingers carries all necessary uniforms, body armor, and accessory items and are able to process the department's variety of orders. They have a local sales representative that can come to the department for vest fittings and provide pricing discounts through a State of Kansas contract that the City can utilize.

The Police Department is requesting Council approval to issue purchase orders to Baysingers Uniforms in an amount up to $200,000, for uniforms, accessories, and body armor to be purchased during the fiscal year 2024-2025. In addition, Council approval is requested to enter into year 3 of a 36-month contract between the City of Independence and Baysingers Uniforms. Approval of this item will also authorize the Finance Director to issue change orders up to a total of ten (10) percent of the original authorized amount, as long as funding is available.

Emergency Justification:

Fiscal Impact:

The fiscal impact to the City is $220,000.00 including contingency. The uniform funding is currently budgeted within the department's FY 24-25 budget. Funding for uniforms and body armor comes from multiple accounts, including the General Fund 0024513-5309 (page 234),

Public Safety Sales Tax 0164564-5309, 0164564-5313 (page 245), and Use Tax 0184571-5309 (page 247).

Council Action:

Department / Contact Police Department /

REVIEWERS

Dennea Leap
Jason Petersen
Meagan Borth
Zachary Walker
Susanne Holland

ATTACHMENTS:

1. 2022-2025 Baysingers Fully Executed Contract
2. 2024 Baysingers State of Kansas Contract Extension

2022 INDEPENDENCE PD UNIFORM AND EQUIPMENT CONTRACT

This agreement (the "Agreement") is entered into on November 22, 2022 between Baysinger Police Supply, INC DBA Baysingers Uniforms & Equipment (Baysingers) and City of Independence (Customer).

Term and Termination. The term of this Agreement shall be 36 months from the Effective Date and shall be renewable for 24-month periods at the end of the term by agreement of both the parties. If Customer terminates this agreement without cause, then Customer agrees to purchase the items held in inventory by Baysingers for the sole purpose of servicing Customer's account, including, items that cannot be resold to other customers because they have been customized for Customer and firearms. Baysingers shall maintain an accounting of all such items maintained in inventory directly and solely attributable to Customer's account. In the event of an early termination by Customer without cause, Customer shall not be required to purchase items from Baysingers that can be marketed to other customers or that it generally holds in its regular inventory.

Services. Baysingers will sell to Customer uniforms and equipment, size Customer's employees when needed, and provide alterations and repairs as needed. Additionally, Baysingers' Boost Web System will track all of Customer's employees, order history, inventory, and items issued to each employee. All of this data is available to Customer via Customer's secure login on the Boost Web System. Baysingers will also sell and maintain inventory of promotional items on a case-by-case basis if requested by Customer. Finally, Baysingers will package new hire items for Customer's employees in kits so that items arrive packaged per employee.

Terms and Conditions. Terms and Conditions are attached as Appendix A.

Reports and Auditing. Customer may run any report available on the Boost Web System as often as needed. If additional reporting is required, Customer may contact Baysingers staff and on a case-by-case basis Baysingers may add the additional reports. Customer can at any time audit Baysingers inventory via the web system and identify items held in inventory for the benefit of Customer as well as Baysingers' general inventory available for purchase. If Customer would like to audit inventory in person Baysingers requests reasonable notice to ensure one of Baysingers staff is available to review inventory with the appropriate Customer representative. Baysinger agrees to maintain an inventory of the merchandise in its warehouse located in Wichita, KS. The quantity of merchandise maintained by Baysingers for the benefit of Customer will be based on historical data and forecasting from the Customer. Risk of loss for all or part of the inventory will be borne by Baysingers until actually shipped to Customer.

Pricing. All pricing is attached in Appendix B. Appendix B contains pricing specific to the items utilized by the customer today, and a list of discounts for each Vendor Baysingers represents. If the customer wishes to purchase any items not specifically listed on the item pricing of Appendix B, Baysingers will utilize the listed discounts by vendor to give Customer specific pricing on future items. The items being added will also be added to the Boost web system under the Customer's account and available for purchase by Customer; provided, however, such items shall not be added to inventory identified for purchase by Customer until Customer has expressly requested it to be added in writing. The price to be paid by Customer for items listed on Appendix B shall be fixed for 12 months. Thereafter, Baysingers may increase prices each 12-month period, but such increases shall not exceed 3.5% per year without specific notification from the manufacturer of an increase more than that amount.

Any agency within a 250-mile radius may utilize the pricing and terms of this contract by formally requesting permission to do so and with the written approval of Baysingers.

Warranties. Baysingers represents that it will assist in ensuring all manufacturers' warranties are honored and fulfilled. To the extent possible, Baysingers shall convey all such manufacturers or other warranties covering any products purchased by Customer to Customer at the time of purchase. Further, Baysingers represents that all work done by its staff will be

consistent with industry best practices and will be done in a professional manner. Baysingers makes no guarantees regarding the protection offered or lifespan of garments, those come solely from the manufacturer.

Confidentiality. Both Parties agree and understand that many aspects of each entities business will be known to the other party. Both parties agree to keep confidential all disclosures pertinent to each party's business. Specifically, but not limited to disclosures of a financial nature, strategic nature, related to personnel, and any other information that may be proprietary or which the disclosure of could harm the other party's business.

Baysinger Police Supply Inc. acknowledges that the City is required to comply with Missouri's Sunshine Law; and understands that said confidentiality clause is only in effect unless the City receives an applicable records request.

Cancellation. Either party may cancel this agreement with 60 days written notice. In the event of cancellation Customer agrees to purchase any inventory which is dedicated solely to customer and stocked by Baysingers.

Governing Law. This agreement shall be governed by the laws of the State of Missouri, the County of Jackson. All proceedings related to this Agreement are to subject to the jurisdiction of Jackson County, Missouri and must be filed within said jurisdiction.

Dawn Jennings
Signer ID: KSWUWFQC69...

Dawn Jennings, Finance Operations Manager
By: Name and Title, printed

Baysingers
Brian Carduff, President

Appendix B: Pricing

Item #	Description	Your Price
	Class A	
20W95 (15-18.5)	Fechheimer Men's Wool L/S Shirt, Navy, Sew Half Moon Patch on Both Sleeves, Add Sgt Chevron when Applicable (See Additional Alteration Pricing Below)	$111.99
120W95 (30-46)	Fechheimer Women's Wool L/S Shirt, Navy, Sew Half Moon Patch on Both Sleeves, Add Sgt Chevron when Applicable (See Additional Alteration Pricing Below)	$111.99
70R95 (14-18.5)	Fechheimer Men's Wool S/S Shirt, Navy, Sew Half Moon Patch on Both Sleeves, Add Sgt Chevron when Applicable (See Additional Alteration Pricing Below)	$94.99
170R95 (30-46)	Fechheimer Women's Wool S/S Shirt, Navy, Sew Half Moon Patch on Both Sleeves, Add Sgt Chevron when Applicable (See Additional Alteration Pricing Below)	$94.99
32289 (28-42)	Fechheimer Men's Wool Trouser, Dark Navy, Add 1 1/4" Royal Blue Stripe on both legs	$137.99
32289W (02-18)	Fechheimer Women's Wool Trouser, Dark Navy, Add 1 1/4" Royal Blue Stripe on both legs	$137.99
32133 (34-50)	Fechheimer Ike Jacket, Navy, Gold Dept Patches on both Sleeves, Gold buttons, Add Sgt Chevron when Applicable (See Additional Alteration Pricing Below)	$191.99
48W66 (15-18.5)	Fechheimer Men's Blend L/S Shirt, Navy, Sew Half Moon Patch on Both Sleeves, Add Sgt Chevron when Applicable (See Additional Alteration Pricing Below)	$71.99
204W66 (30-46)	Fechheimer Women's Blend L/S Shirt, Navy, Sew Half Moon Patch on Both Sleeves, Add Sgt Chevron when Applicable (See Additional Alteration Pricing	$71.99

	Below)	
98R66 (S-XL)	Fechheimer Men's Blend S/S Shirt, Navy, Sew Half Moon Patch on Both Sleeves, Add Sgt Chevron when Applicable (See Additional Alteration Pricing Below)	$65.99
152R66 (30-46)	Fechheimer Women's Blend S/S Shirt, Navy, Sew Half Moon Patch on Both Sleeves, Add Sgt Chevron when Applicable (See Additional Alteration Pricing Below)	$62.99
32260 (28-42)	Fechheimer Men's Blend Trouser, Dark Navy, Add 1 1/4" Royal Blue Stripe on both legs	$152.99
32260W (02-18)	Fechheimer Women's Blend Trouser, Dark Navy, Add 1 1/4" Royal Blue Stripe on both legs	$152.99
	Class B	
72546 (S-3X)	511 Stryke PDU Twill Class A L/S Shirt, Dark Navy, Add Radio/Mic Tab, Add Epaulets, Add Subdued Dept Patch BS, Sew Badge Patch LC, Add Subdued Sgt Chevron when Applicable (See Additional Alteration Pricing Below), Emb Captain Bars on Collar when Applicable (See Additional Pricing Below)	$86.99
71405 (S-3X)	511 Stryke PDU Twill Class A S/S Shirt, Dark Navy, Add Radio/Mic Tab, Add Epaulets, Add Subdued Dept Patch BS, Sew Badge Patch LC, Add Subdued Sgt Chevron when Applicable (See Additional Alteration Pricing Below), Emb Captain Bars on Collar when Applicable (See Additional Pricing Below)	$84.99
74551 (30-44)	511 Stryke PDU Class B Pant, Dark Navy	$75.99
62008 (XS-XL)	511 Women's Stryke PDU Twill Class A L/S Shirt, Dark Navy, Add Radio/Mic Tab, Add Epaulets, Add Subdued Dept Patch BS, Sew Badge Patch LC, Add Subdued Sgt Chevron when Applicable (See Additional Alteration Pricing Below), Emb Captain Bars on Collar when Applicable (See Additional Pricing Below)	$86.99
61016 (XS-XL)	511 Women's Stryke PDU Twill Class A S/S Shirt, Dark Navy, Add Radio/Mic Tab, Add Epaulets, Add Subdued Dept Patch BS, Sew Badge Patch LC, Add Subdued Sgt Chevron when Applicable (See Additional Alteration Pricing Below), Emb Captain Bars on Collar when Applicable (See Additional Pricing Below)	$84.99
64402 (2-20)	511 Women's Stryke PDU Class B Pant, Dark Navy	$75.99
	Outwear	
S318Z (S-4XL)	Spiewak Softshell WeatherTech Jacket, Black, Dark Navy, Department Patches on Both Sleeves, Badge Patch on Left Chest	$111.99
SH3466 (S-XL)	Spiewak Deluxe Duty Systems Jacket, Black, Department Patches on Both Sleeves, Badge Patch on Left Chest	$186.49
48360 (XS-2XL)	511 5-in-1 Jacket, Black, Add Sgt Chevron when Applicable (See Additional Alteration Pricing Below)	$226.99
59094	511 POLICE Panel Set for Jacket, Black	$6.49
S308VR (S-4XL)	Spiewak Vizguard Short Reversible Duty Rain Jacket, Black/HV Yellow	$125.99
134 (XS-XL)	Blauer Rain Pant, Black	$65.99

185 (one size)	Blauer Rain Ball Cap, Black	$19.99
	Additional Alteration Pricing	
Alteration	Black/Navy SGT Chevrons	$2.00 per Chevron
Alteration	Embroider Capt Bars on Collar	$3.00
	ARMOR	
HW68-IIIA	Safariland Hardwire 68 Level IIIA Ballistic Panels	$1,146.99
SX03-IIIA	Safariland SX Level IIIA Ballistic Panels	$1,093.99
XT03-IIIA	Safariland Xtreme Level IIIA Ballistic Panels	$866.99
Prism-3	Safariland Prism Stab Proof Panel, Spike Level 3	$530.99
DN6566	Safariland Oregon City Carrier, Dark Navy	$245.99
DN6592	Safariland GTAC Carrier, Dark Navy	$279.99
M2	Safariland Concealable Carrier, Dark Navy	$117.99
DN6548	Safariland Uniform Carrier with Pockets, Side Opening, Dark Navy	$263.99
	Boots	
21210	Danner Acadia 8" Boot	$353.99
69210	Danner Acadia 8" Insulated 200g Boot	$356.99
22600	Danner Acadia 8" Insulated 400g Boot	$361.99
26630	Danner Striker 4.5" Bolt Boot	$187.99
26631	Danner Striker 4.5" Bolt Boot	$179.99
12394	511 6" Side Zip Boot	$86.99
12405	511 6" Side Zip Boot	$83.99
12391	511 8" Side Zip Boot	$93.99
12403	511 8" Side Zip Boot	$93.99
12392	511 8" Side Zip STORM Boot	$120.99
1268951	Under Armour 8" Stellar Tactical Boot	$71.99
L40723200	Salomon Waterproof Tactical Boot	$219.99
L40682500	Salomon Quest 4D Forces 2 Tactical Boot	$203.99
831-6031	Thorogood High Gloss Oxford Shoes	$64.99
	Misc Uniforms	
45015	Sam Broome 18" Clip on Tie, Black	$10.49
45045	Sam Broome 20" Clip on Tie, Black	$10.49
45054	Sam Broome 22" Clip on Tie, Black	$10.49
72185 (S-2XL)	511 Rapid Assault Shirt, Multicam	$67.99
74350 (S-2XL)	511 TDU Pant, Multicam	$72.99
F5294	Propper Kinetic Men's Pant, Charcoal	$53.99
101144	Condor S/S Tactical Combat Shirt, Black	$37.99
101065	Condor L/S Tactical Combat Shirt, Black	$44.99
71046 (XS-2XL)	511 Taclite PDU S/S Rapid Shirt, Navy, IPD Patch on Left Shoulder, SEU Patch on Right Shoulder	$58.49
74251 (28-44)	511 Tactical Pant, Tundra	$45.49
64358 (0-20)	511 Women's Tactical Pant, Tundra	$45.49
74273 (28-44)	511 Tactical Taclite Pro Pant, Black, Navy, Charcoal, Khaki	$46.99
64360 (0-20)	511 Women's Tactical Taclite Pro Pant, Black, Navy, Charcoal, Khaki	$45.49
74310 (28-44)	511 EMS Pant, Black	$56.49
64301 (0-20)	511 Women's EMS Pant, Black	$56.99
74363 (28-44)	511 Taclite EMS Pant, Black	$56.99
64369 (0-20)	511 Women's Taclite EMS Pant, Black	$56.99
F5285	Propper EMS Pant, Black	$50.99
F5286	Propper Women's EMS Pant, Black	$50.99
71175 (S-2XL)	511 S/S Ripstop Shirt, Black, Navy, Khaki, Green, Embroider Dept Logo	$47.99

72175 (S-2XL)	511 L/S Ripstop Shirt, Black, Navy, Khaki, Green, Embroider Dept Logo	$52.99
74003 (XS-2XL)	511 Tactical Ripstop TDU Pant, Black, Navy	$43.99
72175 (3XL)	511 L/S Ripstop Shirt, Black, Navy, Khaki, Green, Embroider Dept Logo	$59.99
74326 (30-44)	511 Cargo PDU Pant, Black	$54.99
64306 (2-20)	511 Women's Cargo PDU Pant, Black	$54.99
71175 (S-2XL)	511 S/S Taclite Pro Shirt, Black, Embroider Dept Logo	$47.99
72175 (S-2XL)	511 L/S Taclite Pro Shirt, Black, Embroider Dept Logo	$52.99
74273 (28-44)	511 Taclite Pro Pant, Storm	$46.99
CS410 (XS-XL)	Cornerstone S/S Performance Tactical Polo, Black, Charcoal, Navy, Light Grey, Red, Royal, Tan, Tactical Green, Yellow, Embroider Dept Logo	$29.99
F5357	Propper Women's L/S ICE Performance Polo, Black, Charcoal, Navy, Grey, Cobalt, Green, Light Blue, Red, Tan, White, Embroider Dept Logo	$42.49
F5807	Propper Women's Uniform Cotton Polo, Black Grey Navy, White, Embroider Dept Logo	$28.49
72057 (XS-2XL)	511 L/S Standard Polo, Black, Heather Grey, Navy, Academy Blue, Silver Tan, Green, Red, White, Embroider Dept Logo	$33.99
F217 (XS-XL)	Port Authority Value Fleece Jacket, Black, Navy, Green, Iron, Royal, Red, Smoke Grey, Insignia Blue, Embroider Dept Logo	$28.49
L223 (XS-XL)	Port Authority Ladies Microfleece Jacket, Black, Amethyst Purple, Navy, Royal, Pearl Grey, Embroider Dept Logo	$24.79
F218 (XS-XL)	Port Authority 1/4 Zip Fleece Jacket, Black, Gray, Navy, Royal, Embroider Dept Logo	$26.99
L806 (XS-XL)	Port Authority 1/4 Zip Mesh Pullover, Black, Gray, Navy, Embroider Dept Logo	$25.99
L807 (XS-XL)	Port Authority Ladies Interlock Cardigan, Blue, Charcoal, Heather Grey, Embroider Dept Logo	$27.99
	Equipment	
59409 (S-2XL)	511 1.5 Trainer Belt, Black	$35.49
6582-1-Gld	Boston Leather Traditional 1 1/2 Leather Trouser Belt with Gold Buckle	$19.99
7926	Bianchi Accumold Elite Stinger Holder	$14.99
7406-15634	Bianchi Belt Keepers	$12.79
7970 (26-48)	Bianchi Buckleless Trouser Belt	$62.99
7317-18772	Bianchi DOUBLE Cuff Case	$21.79
22391	Bianchi Elite Padded Duty Belt	$84.99
7311-19656	Bianchi Flashlight Pouch	$24.15
7409-14416	Bianchi Flashlight Ring	$9.49
7205-17705	Bianchi Inner Belt	$20.49
7307-17446	Bianchi Mace Holder / Hidden Snap - 1.8 oz	$20.49
7307-17445	Bianchi Mace Holder / Hidden Snap - 3 oz	$20.49
7225-22407	Bianchi Outer Duty Belt	$58.99
18521-19114	Bianchi Radio Holder w/ Swivel Attachment	$17.49
7300-17390	Bianchi SINGLE Cuff Case	$24.99
44H001	Blackhawk Ergonomic Duty Belt Harness	$80.99
1105 - PR24NX	Monadnock 24" PR-24 NX Positive Lock Expandable	$177.49
8210-3-2	Monadnock Flex Cuff Double Restraint / Pack of 10	$14.99
3010	Monadnock PR-24 Swivel Holder 1.25"	$37.99

52CFT10-G	Sabre 1.8 oz Crossfire Gel	$13.25
52CFT30-G	Sabre 3 oz Crossfire Gel	$14.99
SD-1G	Sabre Cleanse and Soothe 1 gal	$330.99
62-4-4HS	Safariland Belt Keepers Set of 4 w/ Hidden Snaps	$21.99
090-18/090H-18/090-1-18	Safariland Model 090 Open Top Handcuff Case	$26.99
290-4HS	Safariland DOUBLE Cuff Case w/ Hidden Snap	$41.49
306-xx-4	Safariland Open Top Flashlight Holder, Basketweave	$26.99
33-4V	Safariland Glove Pouch	$19.39
38-4-4HS	Safariland SHORT Mace Holder w/ Hidden Snap for 1.8 oz	$30.49
38-4HS	Safariland TALL Mace Holder w/ Hidden Snap for 3oz	$30.49
568BL-1-21	Safariland RIGHT Injected Molded Paddle 3-Hole Pattern	$13.25
568BL-1-22	Safariland LEFT Injected Molded Paddle 3-Hole Pattern	$13.25
573-419-132	Safariland Paddleback Handcuff and Magazine Holder	$37.49
7360-8325-(411/412)	Safariland 7TS™ ALS®/SLS™ MID-RIDE DUTY HOLSTER, Plain Black, (Right Handed/Left Handed)	$145.99
7360-8325-(481/482)	Safariland 7TS™ ALS®/SLS™ MID-RIDE DUTY HOLSTER, Basketweave, (Right Handed/Left Handed)	$145.99
775-83-48	Safariland Triple Mag Pouch	$24.99
77-83-4HS	Safariland Double Mag Pouch	$41.99
78-83-4	Safariland Double Mag Pouch	$38.25
87-xx-8B (22-46)	Safariland Sam Brown Duty Belt, Basketweave, Brass Buckle	$65.99
90-4HS	Safariland SINGLE Cuff Case w/ Hidden Snap	$35.49
99-xx-4 (2XL)	Safariland Duty Under Belt / Garrison Belt - Velcro	$40.99
99-xx-4 (XS-XL)	Safariland Duty Under Belt / Garrison Belt - Velcro	$38.99
12205	Saunders Citation Holder	$32.99
56225	Scarab Tri-Fold Cutter for Flex Cuffs	$30.49
350103	Smith & Wesson Handcuff Model 100 / Chain Linked	$27.49
S912P (XS-2XL)	Spiewak Traffic Vest with POLICE Lettering	$37.99
88080	Streamlight PROTAC HL 5-X Rechargeable Flashlight 9.5"	$122.99
22511	Streamlight Traffic Wand for Streamlight	$6.55
71200	Strong Leather OVAL Leather Badge Holder / Snap Closure, Clip on	$5.99
71400	Strong Leather Dress Recessed Badge & ID Holder with Chain, Cut Out Code 023	$12.99
	STANDARD OVERSIZE CHARGES MAY APPLY	

Appendix B: Vendor Discount

Commercial Name	Website URLs	Products	Discount Range
511	https://www.511tactical.com/	Gear, Tactical, Footwear, Uniforms, etc	15-28%
Ameriglo	https://ameriglo.com/	Gun Sites	15-23%
FORENSICS SOURCE	https://forensicssource.com/	Forensics	5.00%

ASSEMBLED PRODUCTS CORP	https://www.assembledproducts.com/	Batons, Handuffs, Flashlights	5.00%
Avon Protection Systems Inc.	https://www.avon-protection.com/	Gas Maks, SCBA's, Papr's Riot & CBRN Filters	10-22%
BATES	https://www.batesfootwear.com/US/en/home	Footwear	20-30%
BAYLY HATS	https://baylyhats.com/	Dress Caps	5-10%
BEAR-AIDE INC	http://bear-aide.com/	Traffic Aide	5.00%
BENCHMADE KNIFE COMPANY	https://www.benchmade.com/	Knives	12-25%
BIANCHI INTERNATIONAL	https://safariland.com/pages/bianchi	Duty Gear	15-25%
BLACKHAWK	https://blackhawk.com/	Tactical and Duty Gear	12-20%
BLACKINTON	https://www.blackinton.com/	Badges, Insignia, etc.	10-20%
BLACK FIRE FORGE	https://blackfireforgeusa.com/	Rifles	4-6%
BLAUER MFG COMPANY, INC.	https://www.blauer.com/	Uniforms	6-35%
BOSTON LEATHER	https://www.bostonleather.com/	Leather Duty Gear Products	5.00%
BRODER BROTHERS	https://www.alphabroder.com/	Assorted Apparrel	15-25%
Bulldog Cases & Vaults	https://www.bulldogcases.com/	Cases and Vaults	10-30%
BUSHNELL	https://www.bushnell.com/	Binoculars	5.00%
CALIBRE PRESS INC	https://www.calibrepress.com/	Books	5.00%
Code Red Headsets	https://www.coderedheadsets.com/	Patrol Headsets & Comms	3-5%
COMPETITION CHEMICALS	http://www.competitionchemicals.com/	Metal Polish	5.00%
CONCEPT SEATING	https://www.conceptseating.com/	Vehicle Equipment	5.00%
CONDOR TACTICAL	https://condoroutdoor.com/	Tactical Apparel and Gear	10-35%
DANNER, INC	https://www.danner.com/	Footwear	5-20%
DEFENSE TECHNOLOGY	https://www.defense-technology.com/	Less Lethal Products	2.00%
DICKIES INDUSTRIAL WEAR	https://www.dickies.com/mens-clothing/	Industrial Uniforms	5-10%
DMA INC.	https://dma-inc.net/	Stunguns & Personal Protection	10-15%
DON HUME LEATHERGOODS	https://www.donhume.com/	Leather Duty Gear Products	15-25%
DUNBROOKE	https://www.dunbrooke.com/	Assorted Apparrel	5-10%
DUTYMAN POLICE EQUIPMENT	http://dutymanstore.com/	Duty Gear	5.00%

EDGE TACTICAL EYEWEAR	https://tactical.edgeeyewear.com/	Eyewear	15-18%
EDWARDS GARMENT COMPANY	https://www.edwardsgarment.com/	Uniforms	15-25%
EES-COPLITE	NA	Vehicle Equipment	5.00%
ELBECO	https://www.elbeco.com/	Uniforms	20-25%
Elite First Aid Inc	https://elitefirstaidinc.com/	First Aid items and kits	5-10%
EOTech	https://www.eotechinc.com/	Tactical Optics	5-10%
FECHHEIMER	http://www.fechheimer.com/	Uniforms	30-40%
FEDERAL SIGNAL CORP	https://www.federalsignal.com/	Vehicle Equipment	5-20%
FOBUS USA	https://fobusholster.com/	Duty Gear	5.00%
GAME SPORTSWEAR	https://www.gamesportswear.com/CGI-BIN/LANSAWEB?PROCFUN+WEBC+WEBCLG2+A01+ENG	Assorted Apparrel	10.00%
GA-REL MANUFACTURING CO	http://www.garel.com/	Uniform Accessories	5.00%
GARRETT METAL DETECTORS	https://garrett.com/welcome	Metal Detectors	18-22%
GIBSON & BARNES	http://www.gibson-barnes.com/	Flight Suits	5.00%
Glendale Parade Store	https://glendale.com/	Military Style Dress Uniform Items	5.00%
Glock	www.glock.com	Handguns	Blue Label
GOULD & GOODRICH	https://gouldusa.com/	Duty Gear	10-18%
HATCH GLOVES	https://safariland.com/collections/hatch	Gloves, Riot Gear, Assorted Gear	25-30%
HATTRAP INC	http://www.hattrap.com/	Dress Cap Holders	5.00%
Haix	https://www.haixusa.com/	Footwear	8-18%
HERO'S PRIDE	http://www.herospride.com/	Patches, Collar Brass, Insignia	10-50%
High Speed Gear	https://www.highspeedgear.com/	Pouches, Gear Holders, Holsters, Vests	10-17%
Holosun Technologies Inc.	https://holosun.com/	Firearm Sites	15-25%
HORACE SMALL	https://www.horacesmall.com/	Uniforms	5.00%
HUMANE RESTRAINT	https://www.humanerestraint.com/	Restraints	5.00%
INTERSTATE BATTERY	https://www.interstatebatteries.com/	Batteries	5.00%
I SPIEWAK & SONS, INC.	https://www.spiewak.com/	Uniforms & Outerwear	30-50%
JEFFERIES	https://www.jefferiessocks.com/	Socks	5.00%
KEYSTONE UNIFORM CAPS	https://www.keystoneuniformcap.com/	Dress Caps	8-16%
Kingform Cap Company Inc.	https://www.kingformcap.com/	Dress Caps	5.00%

KLENCH	NA	Uniform Insignia & Decorations	5.00%
Kroll International, LLC	https://www.krollcorp.com/	Assorted Public Safety Apparel and Gear	5.00%
L3	https://www.l3harris.com/	Night Vision Devices	3-5%
L3	https://www.l3harris.com/	Laser Aiming Devices	3-5%
L3	https://www.l3harris.com/	Thermal Devices	3-5%
LANDAU UNIFORMS INC	https://www.landau.com/	Scrubs, Labcoats, and other Uniforms	10-20%
LAW ENFORCEMENT SUPPLY	http://www.porta-clip.com/	Law Enforcement Gear	5.00%
Lee Reed	https://leereedinc.espwebsite.com/	Custom Engraved Items	5.00%
LIBERTY UNIFORM MFG CO	https://www.libertyuniform.com/	Uniforms	5.00%
LION APPAREL	https://www.lionprotects.com/	Uniforms	5.00%
Mantis	https://mantisx.com/	Firearms Training Systems	10-35%
MARK PRO GEAR	https://www.markprogear.com/products	Force on Force Gear	6.00%
Marlow White	https://www.marlowwhite.com/	Dress Uniforms	5.00%
MJ SOFFE	https://www.soffe.com/	Assorted Apparrel	15.00%
MOCEAN	http://www.moceanla.com/	Uniforms	5.00%
MONADNOCK	https://safariland.com/	Batons, Handuffs, and other Less Lethal Items	3-7%
NEESE INDUSTRIES, INC	https://neeseind.com/	Outerwear and Apparel	5.00%
NIK PUBLIC SAFETY	https://forensicssource.com/	Testing and Evidence Collection	5.00%
North American Rescue	https://www.narescue.com/	First Aid items and kits	5-20%
OAKLEY	https://www.oakley.com/en-us	Glasses, Bags, Apparel, and more	15-25%
OTTO CAP	https://ottocap.com/	Hats & Caps	22-26%
PAULSON MANUFACTURING CORP	https://www.paulsonmfg.com/	Riot Shields, Face Shields, Goggles, and more	5-10%
PEERLESS HANDCUFF COMPANY	https://www.peerless.net/	Handcuffs & Restraints	20-30%

Penn Emblem Company	http://pennemblem.com/	Emblems	5.00%
Perfect Fit	https://www.perfectfitusa.com/	Duty Gear, Wallets, Badge Holders	5.00%
PERSONAL SAFETY OUTLET	NA	Personal Safety	5.00%
POLYCONCEPT NORTH AMERICA	https://www.pcna.com/en-us	Imprintable Gear & Apparel	10-20%
Porta Clip	https://www.porta-clip.com/	Radio Clips	5.00%
PREMIER CROWN CORP	NA	Helmets and Riot Gear	5.00%
PREMIER EMBLEM	http://www.premier-emblem.com/	Emblems, Insignia, & More	20-25%
PRO-GARD INDUSTRIES	https://www.pro-gard.com/	Vehicle Equipment	5.00%
PROLOCK	https://www.pro-lok.com/	Lock Pics, Pic Sets, and more	5.00%
PROPPER INTERNATL SALES	https://www.propper.com/	Uniforms	10-28%
QUIQLITE	https://www.quiqlite.com/	Lighting Equipment	10.00%
Redback Boots USA	https://www.redbackboots.com/	Boots	5-12%
REDKAP	https://www.sanmar.com/	Industrial Uniforms	5-12%
REFLECTIVE APPAREL	https://www.reflectiveapparel.com/	Reflective Uniforms & Outerwear	8-10%
RICHARDSON	https://richardsonsports.com/	Hats & Caps	10-20%
Rocky Brands Wholesale, LLC	https://www.rockybrands.com/	Footwear	8-15%
ROLATAPE CORP	http://www.rolatape.com/us/en/home/measuring-wheels.html	Measuring Wheels and more	5.00%
ROTHCO	https://www.rothco.com/	Assorted Apparrel	10-15%
RSR Group	https://www.rsrgroup.com/	Firearms, Accessories, etc.	5.00%
RUSSELL BRANDS, LLC	http://www.russell-brands.com/pages/contactUs.html	Assorted Apparrel	12-20%
SAFARILAND/PROTECH ARMOR	https://safariland.com/pages/protech-armor-systems	Body Armor	28-42%
SAFARILAND Duty Gear	https://safariland.com/pages/safariland-duty-gear	Duty Gear	18-26%
Salomon	https://www.salomon.com/	Footwear	15-20%
SAMUEL BROOME UNIFORM ACC	http://www.broomeaccessories.com/	Ties, Dress Uniform Items, and more	5.00%
SANMAR	https://www.sanmar.com/	Assorted Apparrel & Gear	8-25%
SAUNDERS MANUFACTURING	https://saunders-usa.com/	Clipboards, Holders, etc.	5.00%

SECURITY EQUIPMENT CORP	https://www.sabrered.com/	Personal Safety	5.00%
SETINA MFG. CO INC	https://setina.com/	Vehicle Equipment	5.00%
SIGNAL VEHICLE PRODUCTS	https://www.vehiclesafetysupply.com/signal-vehicle-products-c-1_14.html	Vehicle Equipment	5.00%
SMITH & WARREN	https://www.smithwarren.com/home	Badges, Awards, Insignia, etc.	17-23%
Sound Off Signal	https://soundoffsignal.com/	Vehicle Equipment	5.00%
S&S Activewear	https://www.ssactivewear.com/	Assorted Apparrel	10-25%
STALLION LEATHER	https://www.stallionleather.com/	Duty Gear	5.00%
STRATTON HATS, INC	https://strattonhats.com/	Duty Hats & Caps	5.00%
STREAMLIGHT, INC	https://www.streamlight.com/	Flashlights, Accessories, Batteries, etc.	28-40%
STRONG GROUP INC	https://www.strong-group.com/	Wallets and Duty Gear	10.00%
SUREFIRE	https://www.surefire.com/	Flashlights, Accessories, Batteries, etc.	3-20%
TACTICAL COMMAND INDUSTRIES	https://safariland.com/pages/safariland-communications	Communication Gear	3-20%
TEX SHOEMAKER & SONS	NA	Duty Gear	5.00%
THE GUN SHOP	https://idahofalls.mtodingc.com/	Force on Force Gear & Ammunition	5.00%
THORLO	https://thorlo.com/	Socks	5.00%
THOROGOOD	https://www.thorogoodusa.com/	Footwear	18-25%
TINGLEY	https://www.tingleyrubber.com/	Uniforms & Outerwear	5-10%
Title Boxing Club	https://titleboxingclub.com/	Training Equipment	5-8%
TOPPS	https://www.topps.com/	Uniforms	5.00%
Traffic Control Services	https://www.tcs-ks.com/	Traffic Control Items	5.00%
TRAFFIC INSTITUTE	https://trafficinstitute.com/	Traffic Aide	5.00%
Trijicon, Inc.	https://www.trijicon.com/	Sites, Red Dots, Scopes, & more	5-20%
TRI-MOUNTAIN	https://www.trimountain.com/	Assorted Apparel	12-18%
Truck Vault	https://truckvault.com/	Vehicle Equipment	3-6%
UNCLE MIKE'S	https://unclemikes.com/	Duty Gear	5.00%
UNDER ARMOUR	https://www.underarmour.com/en-us/	Footwear & Apparrel	15-20%
Veridian	https://www.veridian.net/	Fire Protective Gear	22-27%

Vertx	https://vertx.com/	Tactical Apparel and Gear	22-28%
VIKTOS	https://www.viktos.com/	Uniforms & Footwear	5.00%
VISUAL IMAGE SYSTEM	https://www.visco.graphics/	Decals and more	5.00%
Vortex Optics	https://vortexoptics.com/	Sites, Red Dots, Scopes, & more	15-40%
W. ALBOUM HAT CO, INC	https://www.walboumhatco.com/	Uniform Hats & Caps	5-10%
Wichita Gun Club	Wichita Gun Club	Firearms	5.00%
WOLF PEAK INTERNATL INC	NA	Eyewear	12.00%
WORKRITE UNIFORM COMPANY	https://www.bulwark.com/	Uniforms	5.00%
ZAK TOOL	https://www.zaktool.com/	Cuff Keys & Restraints	5-10%

Office of Procurement and Contracts
900 SW Jackson St., Room 451 South
Topeka, KS 66612

Adam Proffitt, Secretary
Todd Herman, Director

Kansas
Department of Administration

Phone: 785-296-2376
Fax: 785-296-7240
https://admin.ks.gov/offices/procurement-contracts

Laura Kelly, Governor

AMENDMENT

Amendment Date:	May 15, 2024
Amendment Number:	8
Contract ID:	00000000000000000000043822
Event ID:	EVT0005021
Procurement Officer:	Tracie L Gauntt
Telephone:	785/296-2770
E-Mail Address:	tracie.gauntt2@ks.gov
Web Address:	https://admin.ks.gov/offices/procurement-and-contracts
Item:	Customizable Uniform Apparel
Agency / Business Unit:	Department of Administration - Statewide
Period of Contract:	July 1, 2024, through October 1, 2024
Contractor:	Baysingers Police Supply 430 E Central Avenue Wichita Ks 67202-1058
Vendor ID:	0000050431
FEIN:	On File
Contact Person:	Joel Gearhart
E-Mail:	253-1997joel@baysingers.com
Toll Free Telephone:	800-634-1944
Local Telephone:	316-262-5663
Cell Phone Number:	316-648-3107
Fax:	316-262-5664

Conditions:

1. **Amendment 8: Extension of Contract 43822 from July 01, 2024, through October 01, 2024.**

By mutual agreement of both parties, this contract is renewed as specified above.

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Contractor: **Baysingers**

By: _____

Printed Name: Brian Gadd

Title: Pres.

State of Kansas

By: _____

Todd Herman

Director of Purchases

***The discount range below allows us to negotiate special pricing on a case by case basis with our manufacturers. Anytime we can negotiate special pricing we pass on the savings

Commercial Name	Website URLs	Products	Discount Range
511	https://www.511tactical.com/	Gear, Tactical, Footwear, Uniforms, etc	15-28%
Ameriglo	https://ameriglo.com/	Gun Sites	15-23%
FORENSICS SOURCE	https://forensicssource.com/	Forensics	5.00%
ASSEMBLED PRODUCTS CORP	https://www.assembledproducts.com/	Batons, Handuffs, Flashlights	5.00%
BATES	https://www.batesfootwear.com/US/en/home	Footwear	20-30%
BAYLY HATS	https://baylyhats.com/	Dress Caps	5-10%
BEAR-AIDE INC	http://bear-aide.com/	Traffic Aide	5.00%
BENCHMADE KNIFE COMPANY	https://www.benchmade.com/	Knives	12-25%
BIANCHI INTERNATIONAL	https://safariland.com/pages/bianchi	Duty Gear	15-25%
BLACKHAWK	https://blackhawk.com/	Tactical and Duty Gear	12-20%
BLACKINTON	https://www.blackinton.com/	Badges, Insignia, etc.	10-20%
BLACK FIRE FORGE	https://blackfireforgeusa.com/	Rifles	4-6%
BLAUER MFG COMPANY, INC.	https://www.blauer.com/	Uniforms	6-35%
BOSTON LEATHER	https://www.bostonleather.com/	Leather Duty Gear Products	5.00%
BRODER BROTHERS	https://www.alphabroder.com/	Assorted Apparrel	15-25%
Bulldog Cases & Vaults	https://www.bulldogcases.com/	Cases and Vaults	10-30%
BUSHNELL	https://www.bushnell.com/	Binoculars	5.00%
CALIBRE PRESS INC	https://www.calibrepress.com/	Books	5.00%
Code Red Headsets	https://www.coderedheadsets.com/	Patrol Headsets & Comms	3-5%
COMPETITION CHEMICALS	http://www.competitionchemicals.com/	Metal Polish	5.00%
CONCEPT SEATING	https://www.conceptseating.com/	Vehicle Equipment	5.00%
CONDOR TACTICAL	https://condoroutdoor.com/	Tactical Apparel and Gear	10-35%
DANNER, INC	https://www.danner.com/	Footwear	5-20%
DEFENSE TECHNOLOGY	https://www.defense-technology.com/	Less Lethal Products	2.00%
DICKIES INDUSTRIAL WEAR	https://www.dickies.com/mens-clothing/	Industrial Uniforms	5-10%
DMA INC.	https://dma-inc.net/	Stunguns & Personal Protection	10-15%
DON HUME LEATHERGOODS	https://www.donhume.com/	Leather Duty Gear Products	15-25%
DUNBROOKE	https://www.dunbrooke.com/	Assorted Apparrel	5-10%
DUTYMAN POLICE EQUIPMENT	http://dutymanstore.com/	Duty Gear	5.00%
EDGE TACTICAL EYEWEAR	https://tactical.edgeeyewear.com/	Eyewear	15-18%
EDWARDS GARMENT COMPANY	https://www.edwardsgarment.com/	Uniforms	15-25%
EES-COPLITE	NA	Vehicle Equipment	5.00%
ELBECO	https://www.elbeco.com/	Uniforms	20-25%
Elite First Aid Inc	https://elitefirstaidinc.com/	First Aid items and kits	5-10%
EOTech	https://www.eotechinc.com/	Tactical Optics	5-10%
FECHHEIMER	http://www.fechheimer.com/	Uniforms	30-40%
FEDERAL SIGNAL CORP	https://www.federalsignal.com/	Vehicle Equipment	5-20%
First Tactical	https://www.firsttactical.com/	Uniforms	5-15%
FOBUS USA	https://fobusholster.com/	Duty Gear	5.00%
GAME SPORTSWEAR	https://www.gamesportswear.com/CGI-BIN/LANSAWEB?PROCFUN+WEBC+WEBCLG2+A01+ENG	Assorted Apparrel	10.00%
GA-REL MANUFACTURING CO	http://www.garel.com/	Uniform Accessories	5.00%
GARRETT METAL DETECTORS	https://garrett.com/welcome	Metal Detectors	18-22%
GIBSON & BARNES	http://www.gibson-barnes.com/	Flight Suits	5.00%
Glendale Parade Store	https://glendale.com/	Military Style Dress Uniform Items	5.00%
Glock	www.glock.com	Handguns	Blue Label
GOULD & GOODRICH	https://gouldusa.com/	Duty Gear	10-18%
HATCH GLOVES	https://safariland.com/collections/hatch	Gloves, Riot Gear, Assorted Gear	25-30%
HATTRAP INC	http://www.hattrap.com/	Dress Cap Holders	5.00%
Haix	https://www.haixusa.com/	Footwear	8-18%
HERO'S PRIDE	http://www.herospride.com/	Patches, Collar Brass, Insignia	10-50%
High Speed Gear	https://www.highspeedgear.com/	Pouches, Gear Holders, Holsters, Vests	10-17%
Holosun Technologies Inc.	https://holosun.com/	Firearm Sites	15-25%
HORACE SMALL	https://www.horacesmall.com/	Uniforms	5.00%

HUMANE RESTRAINT	https://www.humanerestraint.com/	Restraints	5.00%
INTERSTATE BATTERY	https://www.interstatebatteries.com/	Batteries	5.00%
I SPIEWAK & SONS, INC.	https://www.spiewak.com/	Uniforms & Outerwear	30-50%
JEFFERIES	https://www.jefferiessocks.com/	Socks	5.00%
KEYSTONE UNIFORM CAPS	https://www.keystoneuniformcap.com/	Dress Caps	8-16%
Kingform Cap Company Inc	https://www.kingformcap.com/	Dress Caps	5.00%
KLENCH	NA	Uniform Insignia & Decorations	5.00%
Kroll International, LLC	https://www.krollcorp.com/	Assorted Public Safety Apparel and Gear	5.00%
L3	https://www.l3harris.com/	Night Vision Devices	3-5%
L3	https://www.l3harris.com/	Laser Aiming Devices	3-5%
L3	https://www.l3harris.com/	Thermal Devices	3-5%
LANDAU UNIFORMS INC	https://www.landau.com/	Scrubs, Labcoats, and other Uniforms	10-20%
LAW ENFORCEMENT SUPPLY	http://www.porta-clip.com/	Law Enforcement Gear	5.00%
Lee Reed	https://leereedinc.espwebsite.com/	Custom Engraved Items	5.00%
LIBERTY UNIFORM MFG CO	https://www.libertyuniform.com/	Uniforms	5.00%
LION APPAREL	https://www.lionprotects.com/	Uniforms	5.00%
Mantis	https://mantisx.com/	Firearms Training Systems	10-35%
MARK PRO GEAR	https://www.markprogear.com/products	Force on Force Gear	6.00%
Marlow White	https://www.marlowwhite.com/	Dress Uniforms	5.00%
MJ SOFFE	https://www.soffe.com/	Assorted Apparrel	15.00%
MOCEAN	http://www.moceanla.com/	Uniforms	5.00%
MONADNOCK	https://safariland.com/	Batons, Handuffs, and other Less Lethal Items	3-7%
NEESE INDUSTRIES, INC	https://neeseind.com/	Outerwear and Apparel	5.00%
NIK PUBLIC SAFETY	https://forensicssource.com/	Testing and Evidence Collection	5.00%
North American Rescue	https://www.narescue.com/	First Aid items and kits	5-20%
OAKLEY	https://www.oakley.com/en-us	Glasses, Bags, Apparel, and more	15-25%
OTTO CAP	https://ottocap.com/	Hats & Caps	22-26%
PAULSON MANUFACTURING CORP	https://www.paulsonmfg.com/	Riot Shields, Face Shields, Goggles, and more	5-10%
PEERLESS HANDCUFF COMPANY	https://www.peerless.net/	Handcuffs & Restraints	20-30%
Penn Emblem Company	http://pennemblem.com/	Emblems	5.00%
Perfect Fit	https://www.perfectfitusa.com/	Duty Gear, Wallets, Badge Holders	5.00%
PERSONAL SAFETY OUTLET	NA	Personal Safety	5.00%
POLYCONCEPT NORTH AMERICA	https://www.pcna.com/en-us	Imprintable Gear & Apparel	10-20%
Porta Clip	https://www.porta-clip.com/	Radio Clips	5.00%
PREMIER CROWN CORP	NA	Helmets and Riot Gear	5.00%
PREMIER EMBLEM	http://www.premier-emblem.com/	Emblems, Insignia, & More	20-25%
PRO-GARD INDUSTRIES	https://www.pro-gard.com/	Vehicle Equipment	5.00%
PROLOCK	https://www.pro-lok.com/	Lock Pics, Pic Sets, and more	5.00%
PROPPER INTERNATL SALES	https://www.propper.com/	Uniforms	10-28%
QUIQLITE	https://www.quiqlite.com/	Lighting Equipment	10.00%
Redback Boots USA	https://www.redbackboots.com/	Boots	5-12%
REDKAP	https://www.sanmar.com/	Industrial Uniforms	5-12%
REFLECTIVE APPAREL	https://www.reflectiveapparel.com/	Reflective Uniforms & Outerwear	8-10%
RICHARDSON	https://richardsonsports.com/	Hats & Caps	10-20%
Rocky Brands Wholesale, LLC	https://www.rockybrands.com/	Footwear	8-15%
ROLATAPE CORP	http://www.rolatape.com/us/en/home/measuring-wheels.html	Measuring Wheels and more	5.00%
ROTHCO	https://www.rothco.com/	Assorted Apparrel	10-15%
RSR Group	https://www.rsrgroup.com/	Firearms, Accessories, etc.	5.00%
RUSSELL BRANDS, LLC	http://www.russell-brands.com/pages/contactUs.html	Assorted Apparrel	12-20%
SAFARILAND/PROTECH ARMOR	https://safariland.com/pages/protech-armor-systems	Body Armor	28-42%
SAFARILAND Duty Gear	https://safariland.com/pages/safariland-duty-gear	Duty Gear	18-26%
Salomon	https://www.salomon.com/	Footwear	15-20%

SAMUEL BROOME UNIFORM ACC	http://www.broomeaccessories.com/	Ties, Dress Uniform Items, and more	5.00%
SANMAR	https://www.sanmar.com/	Assorted Apparrel & Gear	8-25%
SAUNDERS MANUFACTURING	https://saunders-usa.com/	Clipboards, Holders, etc.	5.00%
SECURITY EQUIPMENT CORP	https://www.sabrered.com/	Personal Safety	5.00%
SETINA MFG, CO INC	https://setina.com/	Vehicle Equipment	5.00%
SIGNAL VEHICLE PRODUCTS	https://www.vehiclesafetysupply.com/signal-vehicle-products-c-1_14.html	Vehicle Equipment	5.00%
SMITH & WARREN	https://www.smithwarren.com/home	Badges, Awards, Insignia, etc.	17-23%
Sound Off Signal	https://soundoffsignal.com/	Vehicle Equipment	5.00%
S&S Activewear	https://www.ssactivewear.com/	Assorted Apparrel	10-25%
STALLION LEATHER	https://www.stallionleather.com/	Duty Gear	5.00%
STRATTON HATS, INC	https://strattonhats.com/	Duty Hats & Caps	5.00%
STREAMLIGHT, INC	https://www.streamlight.com/	Flashlights, Accessories, Batteries, etc.	28-40%
STRONG GROUP INC	https://www.strong-group.com/	Wallets and Duty Gear	10.00%
SUREFIRE	https://www.surefire.com/	Flashlights, Accessories, Batteries, etc.	3-20%
TACTICAL COMMAND INDUSTRIES	https://safariland.com/pages/safariland-communications	Communication Gear	3-20%
TEX SHOEMAKER & SONS	NA	Duty Gear	5.00%
THE GUN SHOP	https://idahofalls.mtodingc.com/	Force on Force Gear & Ammunition	5.00%
THORLO	https://thorlo.com/	Socks	5.00%
THOROGOOD	https://www.thorogoodusa.com/	Footwear	18-25%
TINGLEY	https://www.tingleyrubber.com/	Uniforms & Outerwear	5-10%
Title Boxing Club	https://titleboxingclub.com/	Training Equipment	5-8%
TOPPS	https://www.topps.com/	Uniforms	5.00%
Traffic Control Services	https://www.tcs-ks.com/	Traffic Control Items	5.00%
TRAFFIC INSTITUTE	https://trafficinstitute.com/	Traffic Aide	5.00%
Trijicon, Inc.	https://www.trijicon.com/	Sites, Red Dots, Scopes, & more	5-20%
TRI-MOUNTAIN	https://www.trimountain.com/	Assorted Apparel	12-18%
Truck Vault	https://truckvault.com/	Vehicle Equipment	3-6%
UNCLE MIKE'S	https://unclemikes.com/	Duty Gear	5.00%
UNDER ARMOUR	https://www.underarmour.com/en-us/	Footwear & Apparrel	15-20%
Veridian	https://www.veridian.net/	Fire Protective Gear	22-27%
Vertx	https://vertx.com/	Tactical Apparel and Gear	22-28%
VIKTOS	https://www.viktos.com/	Uniforms & Footwear	5.00%
VISUAL IMAGE SYSTEM	https://www.visco.graphics/	Decals and more	5.00%
Vortex Optics	https://vortexoptics.com/	Sites, Red Dots, Scopes, & more	15-40%
W. ALBOUM HAT CO, INC	https://www.walboumhatco.com/	Uniform Hats & Caps	5-10%
Wichita Gun Club	Wichita Gun Club	Firearms	5.00%
WOLF PEAK INTERNATL INC	NA	Eyewear	12.00%
WORKRITE UNIFORM COMPANY	https://www.bulwark.com/	Uniforms	5.00%
ZAK TOOL	https://www.zaktool.com/	Cuff Keys & Restraints	5-10%
Zistos	https://zistos.com/	Tactical Cameras	5-10%

Policy Regarding Sexual Harassment

WHEREAS, sexual harassment and retaliation for sexual harassment claims are unacceptable forms of discrimination that must not be tolerated in the workplace; and

WHEREAS, state and federal employment discrimination laws prohibit sexual harassment and retaliation in the workplace; and

WHEREAS, officers and employees of the State of Kansas are entitled to working conditions that are free from sexual harassment, discrimination, and retaliation; and

WHEREAS, the Governor and all officers and employees of the State of Kansas should seek to foster a culture that does not tolerate sexual harassment, retaliation, and unlawful discrimination.

NOW THEREFORE, pursuant to the authority vested in me as Governor of the State of Kansas, I hereby order as follows:

1. All Executive Branch department and agency heads shall have available, and shall regularly review and update at least every three years or more frequently as necessary, their sexual harassment, discrimination, and retaliation policies. Such policies shall include components for confidentiality and anonymous reporting, applicability to intern positions, and training policies.

2. All Executive Branch department and agency heads shall ensure that their employees, interns, and contractors have been notified of the state's policy against sexual harassment, discrimination, or retaliation, and shall further ensure that such persons are aware of the procedures for submitting a complaint of sexual harassment, discrimination, or retaliation, including an anonymous complaint.

3. Executive Branch departments and agencies shall annually require training seminars regarding the policy against sexual harassment, discrimination, or retaliation. All employees shall complete their initial training session pursuant to this order by the end of the current fiscal year.

4. Within ninety (90) days of this order, all Executive Branch employees, interns, and contractors under the jurisdiction of the Office of the Governor shall be provided a written copy of the policy against sexual harassment, discrimination, and retaliation, and they shall execute a document agreeing and acknowledging that they are aware of and will comply with the policy against sexual harassment, discrimination, and retaliation.

5. Matters involving any elected official, department or agency head, or any appointee of the Governor may be investigated by independent legal counsel.

6. The Office of the Governor will require annual mandatory training seminars for all staff, employees, and interns in the office regarding the policy against sexual harassment, discrimination, and retaliation, and shall maintain a record of attendance.

7. Allegations of sexual harassment, discrimination, or retaliation within the Office of the Governor will be investigated promptly, and violations of law or policy shall constitute grounds for disciplinary action, including dismissal.

8. This Order is intended to supplement existing laws and regulations concerning sexual harassment and discrimination, and shall not be interpreted to in any way diminish such laws and regulations. The Order provides conduct requirements for covered persons, and is not intended to create any new right or benefit enforceable against the State of Kansas.

9. Persons seeking to report violations of this Order, or guidance regarding the application or interpretation of this Order, may contact the Office of the Governor regarding such matters.

Agreement to Comply with the Policy Against Sexual Harassment, Discrimination, and Retaliation.

I hereby acknowledge that I have received a copy of the State of Kansas Policy Against Sexual Harassment, Discrimination, and Retaliation established by Executive Order 18-04 and agree to comply with the provisions of this policy.

5/20/24

Signature and Date

Brian Cardwell

Printed Name

CERTIFICATION OF COMPANY NOT CURRENTLY ENGAGED IN THE PROCUREMENT OR OBTAINMENT OF CERTAIN EQUIPMENT, SERVICES, OR SYSTEMS

WHEREAS, pursuant to Public Law 115-232, Section 889 of the John S. McCain National Defense Authorization Act of 2019, "covered telecommunications equipment or services" is defined as:

(1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
(2) Video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, and Dahua Technology Company (or any subsidiary or affiliate of such entities).
(3) Telecommunications or video surveillance services provided by such entities or using such equipment.
(4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

WHEREAS, a "covered foreign country" means any of the following: (1) The People's Republic of China, (2) The Russian Federation, or (3) any country that is a state sponsor of terrorism[1].

WHEREAS, foreign adversaries are increasingly creating and exploiting vulnerabilities in covered telecommunications equipment which store and communicate vast amounts of sensitive information and support infrastructure and emergency services, in order to commit malicious cyber-enabled actions;

WHEREAS, the unrestricted acquisition or use in the State of Kansas of covered telecommunications equipment designed, developed, manufactured, or supplied by persons owned by, controlled by, or subject to the jurisdiction or direction of foreign adversaries augments the ability of foreign adversaries to create and exploit vulnerabilities in technological equipment, services, or systems; and

WHEREAS, the State of Kansas has an interest in protecting itself against threats related to foreign adversary's exploitation of vulnerabilities in covered telecommunications equipment.

THEREFORE, Contractor certifies that it shall not provide or procure to the State of Kansas or any agency thereof any covered telecommunications equipment either in whole or in part of any product or during the commission of any service.

FURTHERMORE, and notwithstanding any other contracts or agreements with Contractor, if Contractor has violated, misrepresented, or otherwise fails to comply with this certification document as determined by the State, the State may terminate any contract without penalty with Contractor immediately.

By signing the below, Contractor acknowledges and agrees to comply with the provisions of this policy.

CONTRACTOR

, Pres.

Signature, Title

5/20/24

Date

[1] Designations of a "state sponsor of terrorism" may be found at the U.S. Department of State website at: https://www.state.gov/state-sponsors-ofterrorism/#:~:text=Currently%20there%20are%20four%20countries,)%2C%20Iran%2C%20and%20Syria.&text=For%20more%20details%20about%20State,in%20Country%20Reports%20on%20Terrorism.

Kansas
Department of Revenue

Laura Kelly, Governor
Mark A. Burghart, Secretary

www.ksrevenue.gov

CERTIFICATE OF TAX CLEARANCE

Baysingers Police Supply, Inc.

DBA as Baysingers Uniform and Equipment

ISSUE DATE
05/13/2024

TRANSACTION ID
T2J7-NCGK-7857

CONFIRMATION NUMBER
CM36-D7EC-4NC2

TAX CLEARANCE VALID THROUGH 08/11/2024

Verification of this certificate can be obtained on our website, www.ksrevenue.org, or by calling the Kansas Department of Revenue at 785-296-3199

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

Council action is recommended to approve a change order to Precision Industries, Inc., in the amount of $30,984.11 for additional expenses for remounting existing rescue-chassis for the Fire Department. The total amount of the purchase order increases to $247,717.57.

Recommendations:

Council action to approve a change order.

Background:

The City issued purchase order 23001179 for $216,733.46, May 3, 2023, with Council approval for remounting of rescue-chassis for the Fire Department. Additional funds of $30,984.11 are needed to modify the rescue shelving systems to carry newly purchased equipment.

The purchase order, if approved, will be issued against the Houston-Galveston Area Council contract #FS12-19, which is a cooperative bid agreement available for use by all municipalities in the United States. The cooperative purchasing provisions of paragraph 5 of the Independence City Code allows for the purchase of items competitively bid by other governmental entities.

Approval of this item authorizes the Finance Director to issue change orders up to a total of ten (10) percent of the original authorized amount, so long as appropriations are available.

Emergency Justification:

Fiscal Impact:

The fiscal impact to the City totals $247,717.57. Funding for the remount of chassis on existing rescue-chassis is included in the fiscal year 2022-23 budget, account number (4671-5404, Fire Protection Sales Tax) for Mobile Equipment.

Council Action:

Department / Contact Fire Department /

REVIEWERS

Jimmy Walker
Meagan Borth
Zachary Walker
Susanne Holland

ATTACHMENTS:

1. precision inv 4183 with price adjustments on rescue remounts

Precision Industries, Inc.
524 South Business Route 5
Camdenton, MO 65020
United States

Voice: 573-346-8387
Fax: 573-346-7015

INVOICE

Invoice Number: 4183
Invoice Date: Apr 24, 2024
Page: 1

Duplicate

Bill To:	Ship to:
Independence Fire Department 950 North Spring Independence, MO 64050 U.S.A.	950 North Spring Independence, MO 64050 U.S.A.

Customer ID	Customer PO	Payment Terms	
Independence Fire De	23001179	Upon Delivery	
Sales Rep ID	**Shipping Method**	**Ship Date**	**Due Date**
	UPS Ground	4/24/24	4/24/24

Quantity	Item	Description	Unit Price	Amount
1.00		Reserve Rescue 1 - Remount - Original price	77,344.78	77,344.78
1.00		Reserve Rescue 1 - Remount - Change Orders	5,047.61	5,047.61
1.00		Rescue 1 - Remount - Original price	69,694.34	69,694.34
1.00		Rescue 1 - Remount - Change orders	12,393.28	12,393.28
1.00		Rescue 2 - Remount - Original Price	69,694.34	69,694.34
1.00		Rescue 2 - Remount - Change orders	13,543.22	13,543.22
		Thank you very much for your business!		

Subtotal	247,717.57
Sales Tax	
Total Invoice Amount	247,717.57
Payment/Credit Applied	
TOTAL	**247,717.57**

Check/Credit Memo No:

PRICE ADJUSTMENTS AND TRACKING

City of Independence

Reserve Rescue 1 Remount

Precision Fire Apparatus
524 S. Bus. Route 5, Camdenton, MO 65020
Phone (573)346-8387 Fax (573)346-7015

Original Contract: $77,344.78
Change Orders: $5,047.61
Revised Contract $82,392.39

Contact:
Phone:
Email:

Accepted: _____ Date: _____

Type	Location	Description	Date			$ Amt
		Notes upon receipt of donor chassis & apparatus:				$0.00
		1. The left module of the arrowstick is not working. - NA				$0.00
		2. Screw loose on the arrowstick contol module - needs tightened. - NA				$0.00
		3. SCBA doors hard to open and shut as SCBA bottles are too long.				$0.00
		4. The ground lights are not working.				$0.00
		5. The compartment lights are not working.				$0.00
Notation		The adjustable shelf in the rear compartment shall be as long as the existing brackets are now.	6/13/23			$0.00
Addition		The compartments and floors shall be powerwashed.				$0.00
Addition		A new tailboard shall be installed.				$1,169.65
Addition		The existing ROM door sill plates could not be removed so that they could be reinstalled. Had to purchase new sill plates for all doors				$588.06
Addition		Replace arrostick with new TAM85RR???				$1,711.14
Addition		Troubleshoot and replace one (1) ROM door ajar switches that was not working properly.				$485.34
		Troubleshoot and replace three sections of ROM strip lights that were not working properly.				$179.29
Addition		Install new receiver hitch on back of chassis frame as the existing hitch could not be removed from chassis				$463.97
Notation		The trailer plug was broken - replace with new plug connector				$0.00
Addition		Install customer provided backup camera				$287.50
Addition		Install transfer switch				$162.66
						$0.00
						$0.00

PRICE ADJUSTMENTS AND TRACKING

City of Independence

Reserve Rescue 1 Remount

Precision Fire Apparatus
524 S. Bus. Route 5, Camdenton, MO 65020
Phone (573)346-8387 Fax (573)346-7015

Original Contract: $77,344.78
Change Orders: $5,047.61
Revised Contract $82,392.39

Contact:
Phone:
Email:

Accepted: _____ Date: _____

Type	Location	Description	Date			$ Amt
		Notes upon receipt of donor chassis & apparatus:				$0.00
		1. The left module of the arrowstick is not working. - NA				$0.00
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		3. SCBA doors hard to open and shut as SCBA bottles are too long.				$0.00
		4. The ground lights are not working.				$0.00
		5. The compartment lights are not working.				$0.00
Notation		The adjustable shelf in the rear compartment shall be as long as the existing brackets are now.	6/13/23			$0.00
Addition		The compartments and floors shall be powerwashed.				$0.00
Addition		A new tailboard shall be installed.				$1,169.65
Addition		The existing ROM door sill plates could not be removed so that they could be reinstalled. Had to purchase new sill plates for all doors				$588.06
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		Troubleshoot and replace three sections of ROM strip lights that were not working properly.				$179.29
Addition		Install new receiver hitch on back of chassis frame as the existing hitch could not be removed from chassis				$463.97
Notation		The trailer plug was broken - replace with new plug connector				$0.00
Addition		Install customer provided backup camera				$287.50
Addition		Install transfer switch				$162.66
						$0.00
						$0.00

PRICE ADJUSTMENTS AND TRACKING

City of Independence

Rescue 1 Remount

Precision Fire Apparatus
524 S. Bus. Route 5, Camdenton, MO 65020
Phone (573)346-8387 Fax (573)346-7015

Original Contract: $69,694.34
Change Orders: $12,393.28
Revised Contract $82,087.62

Contact:
Phone:
Email:

Accepted: _____ Date: _____

Type	Location	Description	Date			$ Amt
						$0.00
Notation		The body warning and scene lights will be reinstalled on the body after painting. The new lights will not be installed.				$0.00
Notation		The two (2) Nforce lights on the rear of the truck will be removed and replaced with two (2) Whelen M6 red/blue with clear lens.				$0.00
Addition		A new Whelen TAM85RR arrowstick will be installed above the rear door.				$2,111.00
Addition		Install the customer supplied rear camera in the same location as the first truck.				$287.50
Addition		Install transfer switch.				$172.77
Notation		Remove the brackets and mounts in compartment R3. All items will be given back to the department and placed in the new pull out tray in the rear compartment.				$0.00
Addition		A fixed shelf shall be installed in the rear compartment 28" above the turtle tile. Install new turtle tile				$626.36
Addition		A heavy duty drawer slide tray shall be installed on the floor of the rear compartment. It shall have extended rear and side walls like the tray in L3 on the squad.				$1,926.46
Notation		The breaker box shall be removed from the rear compartment and reinstalled on the front wall of L1/R1 in the same location as the first truck.				$0.00
Notation		Remove the spanner wrench set and return to department.				$0.00
Addition		Add two (2) adjustable shelves in compartment R3 after the brackets have been removed. Install turtle tile.				$846.89
Notation		Remove TIC charger and leave a pigtail				$0.00
Notation		Remove the knox box.				$0.00

	Remove original Sierra wireless unit and shark fin antenna and behind radio antenna on top of the body. The gateway will be installed behind the passenger rear seat on the wall where the jack was. Plug the hole in the donor chassis.				$345.00
Notation	Remove the jack behind the passenger seat.				$0.00
	Replace various broken springs, caps, plugs and new sill plates for the Amdor doors. Also new L2 door.				$1,421.43
Notation	The two radio chargers shall be removed from donor chassis and reinstalled on the back of the new console.				$0.00
Addition	Remount air horn behind the front license plate area of front bumper. Add momentary push button switch to console.				$575.00
Addition	Repair damage to driver side of body. Replace L2 compartment door with new door.				$488.75
	Replace one body fender gasket				$115.70
Addition	Replace the e-siren speakers				$555.71
Addition	Install a new EQ2B with two speakers				$2,920.71
					$0.00

PRICE ADJUSTMENTS AND TRACKING

City of Independence

Rescue 2 Remount

Precision Fire Apparatus
524 S. Bus. Route 5, Camdenton, MO 65020
Phone (573)346-8387 Fax (573)346-7015

Original Contract: $69,694.34
Change Orders: $13,543.22
Revised Contract $83,237.56

Contact:
Phone:
Email:

Accepted: _____ Date: _____

Type	Location	Description	Date			$ Amt
						$0.00
Notation		The body warning and scene lights will be reinstalled on the body after painting. The new lights will not be installed.				$0.00
Notation		The two (2) Nforce lights on the rear of the truck will be removed and replaced with two (2) Whelen M6 red/blue with clear lens.				$0.00
Addition		A new Whelen TAM85RR arrowstick will be installed above the rear door.				$2,157.29
Addition		Install the customer supplied rear camera in the same location as the first truck.				$287.50
Addition		Install transfer switch.				$172.77
Notation		Remove the brackets and mounts in compartment R3. All items will be given back to the department and placed in the new pull out tray in the rear compartment.				$0.00
Addition		A fixed shelf shall be installed in the rear compartment 28" above the turtle tile. Install new turtle tile				$626.36
Addition		A heavy duty drawer slide tray shall be installed on the floor of the rear compartment. It shall have extended rear and side walls like the tray in L3 on the squad.				$1,926.46
Notation		The breaker box shall be removed from the rear compartment and reinstalled on the front wall of L1/R1 in the same location as the first truck.				$0.00
Notation		Remove the spanner wrench set and return to department.				$0.00
Addition		Add two (2) adjustable shelves in compartment R3 after the brackets have been removed. Install turtle tile.				$846.89
Notation		Remove TIC charger and leave a pigtail				$0.00
Notation		Remove the knox box.				$0.00

	Remove original Sierra wireless unit and shark fin antenna and behind radio antenna on top of the body. The gateway will be installed behind the passenger rear seat on the wall where the jack was. Plug the hole in the donor chassis.				$345.00
Notation	Remove the jack behind the passenger seat.				$0.00
	Replace various broken springs, caps, plugs and new sill plates for the Amdor doors.				$1,148.71
Notation	The two radio chargers shall be removed from donor chassis and reinstalled on the back of the new console.				$0.00
Addition	Remount air horn behind the front license plate area of front bumper. Add momentary push button switch to console.				$575.00
	Replace one body fender				$714.43
Addition	Replace e-siren speakers				$555.71
Addition	Install a new EQ2B with two speakers				$2,920.71
Addition	Install new batteries in donor chassis				$397.09
Addition	Replace compartment lights and Pierce door ajar switches				$2,790.76
Deletion	Delete the six (6) Whelen M6 scene lights - reused original lights				-$1,608.56
Deletion	Delete the four (4) Whelen M6 Red warning lights - reused original lights				-$657.88
Addition	Recenter the light tower				$345.00
					$0.00

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

Council action is requested to authorize the City Manager to enter into a design contract with, and issue a purchase order to, Crawford, Murphy & Tilly (CMT), in the amount of $151,295, authorizing future minor change orders not to exceed $15,129.50, for engineering design services as part of the 23rd Street Complete Streets Phase I project (No. 112111).

Recommendations:

Council approval is recommended.

Background:

Approval of this item will authorize the City Manager to direct staff to enter into a design contract with and issue a purchase order to, Crawford, Murphy & Tilly for an amount not to exceed $151,295.

The City has been awarded $145,086 in federal funding from the Mid-America Regional Council's (MARC) Transportation Alternatives Program (TAP) fund to support the 23rd Street Complete Streets Phase 1 Project (No. 112111). In addition, the HUB Shopping Center has also committed $1,000,000 towards the project, in order to improve access to and from the shopping center. The project will include filling in the numerous existing sidewalk gaps along this stretch of the corridor and will install/update pedestrian signal infrastructure at the 23rd Street and Lee's Summit Road intersection. The first phase of this project will address these issues on 23rd Street from Lee's Summit Road to 291 Highway.

Because this project is federally funded, and grant funding will be facilitated by MoDOT, staff utilized the MoDOT On-Call Engineering Consultant list to obtain quotes from three qualified consulting engineering firms to provide design services for the project.

Staff received proposals from the following firms:
- Crawford, Murphy & Till (CMT)
- Renaissance Infrastructure Consulting (RIC)
- Wilson & Company

After reviewing the proposals and getting approval from MoDOT, staff selected CMT to perform this work. Staff have negotiated a scope and fee not to exceed $151,295.

This is a budget capital expense.

Emergency Justification:

Fiscal Impact:

The fiscal impact to the City is $166,424.50 including contingency. This project is eligible for up to $145,086 in TAP federal funding reimbursement through MARC. This project will also receive $1,000,000 in support from the HUB Shopping Center. Funding for the 23rd Street Complete Streets Project (No. 112111) is included in the FY 25 budget, page number 196, account number 112111-C-0517051-5406.

Council Action:

Department / Contact Municipal Services /

REVIEWERS

Lisa Reynolds
Meagan Borth
Zachary Walker
Susanne Holland

ATTACHMENTS:

1. Scope of Service - CMT - 23rd St Complete Streets Ph. 1 Project - No. 112111
2. CMT - 23rd Street Sidewalks Phase 1 - project map

SCOPE OF WORK
23rd Street Sidewalk Project
City of Independence, Missouri

GENERAL PROJECT INFORMATION

CMT has been requested to perform design services for a sidewalk infill project along 23rd Street / Missouri Highway 78 (MO 78) from Lee's Summit Road to Missouri Highway 291 (MO 291) in Independence, MO. Existing sidewalk shall be used in place. Additionally, the project will install/update the signal infrastructure at 23rd Street and Lee's Summit Road to full ADA compliance. The limits of the project can be seen in **Exhibit C**. The project is to be bid by November 2025.

TASK ITEM SUMMARY:

TASK 01 – ADMINISTRATION / PROJECT MANAGEMENT/ QAP

A. Continuous coordination and response to requests from City staff throughout the duration of the project.
B. Contract administration, billing preparation and review, and management of staff.
C. A Quality Assurance Plan will be developed, and a QC/QA review will be performed on the Preliminary/Right of Way and Final PS&E Deliverables.
D. Conduct a kickoff meeting with City staff.

TASK 02 – TOPOGRAPHIC SURVEY

A. Obtain topographic and boundary survey of existing physical improvements and facilities within the project improvements shown in Exhibit A.
B. Set Project Control Points
C. Conduct topographic survey within the project limits, including utility locates.
D. Determination of existing right of way.
    a. Field locate and corners, property corners, and R/W markers to establish right of way, property lines and easements within the limits of the project.
E. Perform topographic processing
F. Provide survey files and 3D surface in OpenRoads (DGN) format.

TASK 03 – PERMITTING & ENVIRONMENTAL COMPLIANCE

A. NEPA Documentation
    a. The Consultant will prepare and submit the following National Environmental Policy Act (NEPA) related documentation required as part of the federal funding distributed through MoDOT.
    b. Prepare and submit the Request for Environmental Review (RER) on MoDOT's system at the preliminary plan, right of way and final plan stages. This will include preparation of all necessary resource mapping as required. We assume based on the anticipated minor right of way and minor environmental impacts that a Programmatic Categorical Exclusion (PCE) will be applied to this project. A CE2 is not anticipated and is not included in this scope.
    c. Cultural Resources: The following is a summation of Terracon's scope of work.
        i. Coordinate with MoDOT to set and approve the Area of Potential Effects (APE).
        ii. Coordinate with MoDOT regarding the level of effort for cultural resources investigations within the APE.
        iii. Perform a cultural resources desktop assessment to aid in the identification & evaluation of historic properties, or explain their absence, in the study area. No archaeological field investigation is expected to be required.
        iv. Perform an architectural investigation following MoDOT's Built Environment Resources Methods, documenting all resources that are forty or more years of age located within the APE.
        v. Determine the effects, if any, on the NRHP-eligible property or properties, and the nature of the effect.
        vi. Prepare a Cultural Resources Assessment Report
    d. Hazardous Waste: The Consultant will evaluate potential hazardous waste concerns with a review of appropriate EPA and Missouri Department of Natural Resources (DNR) databases of known hazardous waste, hazardous material, or solid waste disposal locations within the project area as needed and a short technical memo will be provided with the results. No phase I or phase II environmental site assessments are expected to be necessary.

e. Threatened and Endangered Species: Consultant will review the Missouri Department of Conservation's (MDC) database and the U.S. Fish and Wildlife Service (USFWS) IPaC database for listed plant and animal species with a known or historical range in the county. For those listed species, Consultant will identify and describe the typical habitat for each species. The Consultant will provide the amount of tree clearing acreage required for the project in the following categories:
   i. Total Acres of Tree Clearing
   ii. Tree clearing between 0-100' from edge of roadway or railway ballast
   iii. Tree clearing between 100-300' from edge of roadway or railway ballast
   iv. Tree clearing over 300' from edge of roadway or railroad ballast

f. A field assessment for the presence of suitable habitats for listed species will be completed. This includes the evaluation of individual suitable potential roost trees for the Indiana or northern long-eared bat. Suitable roost trees will be documented in accordance with MoDOT's procedures. Consultant will prepare a written assessment of project impacts on each species listed in the IPaC and on MDC listed species (endangered or species of conservation concern) in accordance with MoDOT LPA threatened and endangered species guidance. If no effects are anticipated for a particular species (state and federal), the reasons will be documented. A technical memo will be prepared for MoDOT's coordination with USFWS as necessary or for their concurrence with the effect's determinations. No species-specific presence/absence surveys are anticipated to be necessary.

g. Evaluate recreational properties for potential 4(f) and 6(f) status. Documentation of possible 4(f) and 6(f) applicability will be completed. This documentation will include the following as part of the PCE evaluation:
   i. Desktop review of project corridor for presence of Section 4(f)/6(f) properties
   ii. Documentation of any nearby Section 4(f)/6(f) properties and potential project impacts to those properties in the RER
   iii. Completion of applicable Section 4(f) forms as directed by MoDOT, if necessary
   iv. Coordination with the Official with Jurisdiction (OWJ), if necessary.

h. Complete an evaluation of the potential for encountering hazardous materials during the construction of the project based on a review of regulatory information from nearby sites. Further assessments (Phase I Environmental Site Assessment of Phase II Environmental Site Assessment) are not expected to be necessary and are excluded from this scope.

B. Permits
   a. Land Disturbance Permit
      i. The Consultant will provide exhibits and plans to the City and work cooperatively with City staff to complete the Land Disturbance permit and Storm Water Pollution Prevention Plan.

TASK 04 – UTILITY COORDINATION

A. Review completed topographic surveys to develop preliminary plans, right-of-way plans and final roadway plans, including any necessary improvements and existing topography within the limits of the project.
B. Identify utility companies having facilities within the project limits. Identify individual contacts for each utility company for project correspondence.
C. Field locate visible above ground evidence of utilities located within the project area. "Missouri One Call" and MoDOT will be contacted, and a formal request will be submitted for marking the locations of member utilities. If "Missouri One Call" fails to respond, in whole or in part, to the formal request, underground facilities, structures, and utilities will be plotted from surveys and/or available records.
D. Coordinate with the surveyors to obtain One-Call tickets for utility locates in identified areas of proposed project.
E. Send preliminary, right-of-way, and final plans to all utility companies within the project limits.
F. Coordinate with utility companies on the development of the plan of adjustment and obtain cost estimates for reimbursable utilities for the Project Owner's approval.
G. Show the existing utility facilities and plan of adjustments for any necessary utility relocation for the project in the contract plans (plans sheet only).
H. Coordinate relocation of each impacted utility on the project during design and construction.
I. Prepare utility job special provision and Utility Status Letter.
J. Provide assistance and answer utility related questions during the design and construction phases for the project owner and the roadway contractor.
K.

TASK 05 – ROADWAY DESIGN

5.1 Preliminary Roadway Plans – 30%

A. Preliminary Plans will be developed to approximately 30%. One (1) electronic set in PDF format will be provided to the City for review and comment.
B. The following sheets shall be included in the preliminary plan submittal.
    a. Cover/Title
    b. Typical Sections
    c. Right of Way Plan (if necessary)
    d. Plan & Profile (Trail)
    e. Traffic Control Plan
    f. Traffic Signal Detail
C. Utility conflicts identified and coordination initiated to resolve conflicts.
D. CMT shall prepare an opinion of probable construction costs. CMT will utilize BidTabs software to analyze recent bids for the determination of unit costs.
E. Drawings shall be prepared in accordance with MoDOT Design Standards.
F. CMT will attend one (1) meeting with the City to review preliminary plans and discuss comments.
G. Design coordination meetings (assume monthly 1 hr meetings)

5.2 Right of Way Plans – 60%

A. Right of Way Plans will be developed to approximately 60%. One (1) electronic set in PDF format will be provided to the City for review and comment.
B. The following sheets shall be included in the preliminary plan submittal.
    a. Cover/Title
    b. General Notes
    c. Typical Sections
    d. Removal/Clearing Plan
    e. Right of Way Plan
    f. Plan & Profile (Trail)
    g. Traffic Control Plan
    h. Traffic Signal Detail
C. CMT shall address and incorporate Review Comments from the Preliminary Plans.
D. Hold one field check meeting with plans in hand.
E. Utility conflicts identified and coordination initiated to resolve conflicts.
F. CMT shall prepare an opinion of probable construction costs. CMT will utilize BidTabs software to analyze recent bids for the determination of unit costs.
G. Drawings shall be prepared in accordance with MoDOT Design Standards.
H. CMT will attend one (1) meeting with the City to review right of way plans and discuss comments.
I. A disposition of comments will be included with the Right of Way Plans.

5.3 Final Plans

E. Upon approval of the Right of Way Plans, CMT shall prepare prefinal plans and final PS&E. The following sheets are anticipated for the trail improvements:
    a. Cover/Title
    b. General Notes
    c. Typical Sections
    d. Quantity Sheets
    e. Removal/Clearing Plan
    f. Right of Way Plan
    g. Plan & Profile
    h. Erosion Control Plan
    i. Traffic Control Plan
    j. Traffic Signal Details
B. CMT shall address and incorporate Review Comments from the Right of Way Plans.
C. Utility Conflict analysis summary
D. CMT shall prepare an opinion of probable construction costs. CMT will utilize BidTabs software to analyze recent bids for the determination of unit costs.
E. Drawings shall be prepared in accordance with MoDOT Design Standards.
F. One (1) electronic set in PDF format will be provided to the City for review and comment.

G. Comments from the Final for Review Plans shall be addressed before submitting final plans and specifications.
H. A disposition of comments will be included with the Final for Review Plans.
I. Consultant shall prepare special provisions for any items not covered in MoDOT's standard specifications. A measurement and payment specification shall also be included to clearly describe each item in the bid proposal and how it shall be measured and paid.

~~TASK 05 – PUBLIC ENGAGEMENT~~

~~A. CMT will provide materials and attend one (1) public meeting following the preliminary/Right of Way plan review.~~
~~B. CMT will coordinate with the City to identify a host site.~~

TASK 06 – RIGHT OF WAY ACQUISITION

A. Research properties for ownership & right of way information
B. Develop and prepare temporary construction easement documents for up to 10 parcels.

TASK 07 – CONSTRUCTION PHASE SERVICES

A. During construction, CMT will review and provide clarification of plans and/or specifications.
B. CMT will provide responses to RFIs.
C. CMT will attend a preconstruction meeting.

ASSUMPTIONS/EXCLUSIONS:

The following assumptions were made when developing this scope of work. Any revisions to these assumptions would necessitate an amendment or supplement to the agreement.

- No traffic analysis will be conducted, nor traffic counts collected.
- The existing signal controller can be used in place without upgrades for pedestrian push buttons.
- A detailed habitat assessment and assessment of impacts for endangered species will meet the requirements of the USFWS consultation process and no species-specific surveys (such as bat mist net surveys) will be required
- No geotechnical analysis will be performed. Sidewalk pavement will follow standard details for material and depths.
- No public engagement will be conducted for this project.
- No pavement design report will be prepared.
- MoDOT will confirm that a PCE is the correct level of environmental documentation.
- No structural design elements (retaining walls, head walls, or structural features) will need designed and/or detailed.
- The traffic control plan will be covered by notes, standard details and specifications.
- No hydraulic or hydrologic analysis needed. No changes will be made to the existing storm drainage system.
- Construction inspection services to be provided by others.
- The following environmental items are excluded from this scope of work:
    - Soil or other sampling and analysis not specifically mentioned in the above scope of work
    - Phase I Environmental Site Assessments
    - Species Specific Endangered Species Surveys
    - Cost of agency permit review fees
- ADA ramps and signal modifications at the MO 291 intersection are excluded from the scope of services. Sidewalk improvements will stop where shown in Exhibit C.
- The City will be responsible for administration of the bidding and construction contract. The consultant may answer technical questions during the bidding process.
- An archaeological field investigation is excluded from the scope of work.
- The Consultant understands that MoDOT HP will draft the Tribal Notification and that the Federal Highway Administration will submit the Notification to interested Tribes. This current scope does not include Tribal consultation services by Terracon.

- Human remains, should any be encountered, will be left in their original location, position, and condition; the client and local authorities will be notified as appropriate. This current scope does not include efforts to treat, document, remove, analyze, or otherwise disturb or work with human remains.
- The locations of all utilities are to be considered approximate. There may be other utilities, whose existence may not be known at the time of the survey.
- City of Independence will handle the execution/acquisition of any temporary construction easements.
- Easements will be billed on a per parcel basis.

ADDITIONAL SERVICES

Additional services not noted previously can be provided on an as-needed basis in an amended contract.

CRAWFORD, MURPHY & TILLY, INC.
CONTRACT ATTACHMENT B - 2024 PROFESSIONAL SERVICES COST ESTIMATE

CLIENT	City of Independence, MO
PROJECT NAME	23rd Street Sidewalks
CMT JOB NO.	24006990-00

Prep By	GTB
DATE	09/13/24
Approved by	AM
DATE	09/13/24

TASK NO.	TASKS \ CLASSIFICATIONS	Principal	Proj Mgr II / Proj Eng II / Proj Envr Scien II	Scientist I / Proj Arch II	Proj Eng I / Proj Mgr I / Proj Structual Eng I	Sr. Structural Eng II / Sr. Architect II	Proj Arch I / Proj Envr	Sr. Technician II	Aerial Mapping Specialist	Sr. Eng I / Sr. Structural Eng I / Land Surveyor	Sr. Arch I / Envr Scientist III	Technical Manager II	Sr. Technician I	Eng I / Arch I / GIS Specialist / Struc Eng I	Sr. Planner I / Technician II	Envr Scientist II / Proj Admin Assist	Planner I / Envr Scientist I / Tech I	Tech Mgr I	MAN HOURS & LABOR SUMMARY
	CURRENT YEAR 2024 HOURLY RATES	$290		$280	$240	$225	$200	$195	$195			$180		$175	$175	$150	$125		TOTAL
1	Administration / Project Management / QAP			2	36						20				28		4		90
2	Topographic Survey																		
3	Permitting & Environmental Compliance				12											14	36		62
4	Utility Coordination				64														64
5	Roadway Design				42						96				124		24		286
6	Right of Way Acquisition																		
7	Construction Phase Services				4						12				4				20
8																			
9																			
10																			
11																			
12																			
13																			
14																			
15																			
	TOTAL MAN HOURS			2	158						128				156	14	64		522
	SUBTOTAL - BASE LABOR EFFORT			$560	$37,920						$24,960				$27,300	$2,100	$8,000		$100,840

	TASKS (CONTINUED)	TOTAL LABOR EFFORT	DIRECT EXPENSE & REIMBURSABLES: TRAVEL MILEAGE	MEALS & LODGING	PRINTING	EQUIP-MENT	MISC	SURVEY OWN	SUBS TERRACON	SUBS	OTHER EXP	OTHER EXP	TOTAL EXPENSE	TOTAL FEE
1	Administration / Project Management / QAP	$18,500	$95										$95	$18,595
2	Topographic Survey							$13,776					$13,776	$13,776
3	Permitting & Environmental Compliance	$9,480							$12,700				$12,700	$22,180
4	Utility Coordination	$15,360	$230										$230	$15,590
5	Roadway Design	$53,500	$100		$20								$120	$53,620
6	Right of Way Acquisition							$19,500					$19,500	$19,500
7	Construction Phase Services	$4,000												$4,000
8														
9														
10														
11														
12														
13														
14														
15														
	TOTALS	$100,840	$425		$20			$33,276	$12,700				$46,421	$147,261

	TIME PERIOD OF PROJECT	2024	2025	2026	2027	TOTAL	EST % OF OT HRS INCLUDED ABOVE		MULTI-YEAR + OT
	PERCENTAGE OF WORK TO BE PERFORMED BY YEAR	20%	80%			100%	AVERAGE OVERTIME RATE PREMIUM	15%	MLTPLR & AMT
	WEIGHTING FACTOR FOR 5% ANNUAL ADJUSTMENT	0.2000	0.8400			1.0400	OT ADJUSTMENT FACTOR		1.0400 $4,034
	ESTIMATED CONTINGENCY								
	ROUNDING								
	TOTAL FEE	MATH CROSS CHECK IS OK							$151,295

Exhibit C

Project Limit Map

Lee's Summit Road Pedestrian Push Buttons and Pedestal Signal Improvements

Sidewalk Gaps

Sidewalk Gaps

Existing Sidewalk at QT not shown.

Lee's Summit Road

23rd Street

23rd Street

Hub Drive

M-291

N

800 ft

Google Earth

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

Council action is requested to authorize the City Manager to approve purchase order change order #2 to the design contract (PO#24000627) with Kimley-Horn Associates for a new total not to exceed $1,364,076, authorizing future minor change orders not to exceed $136,407.60 as part of the Winner Road Complete Streets Project (No. 112403).

Recommendations:

Council approval is recommended.

Background:

Approval of change order #2 will add $1,063,251 to the existing contract (PO#24000627) with Kimley-Horn Associates for design services as part of the Winner Road Complete Streets Project (No. 112403).

Kimley-Horn has completed the first phase of design for the Winner Road Complete Streets Project (No. 112403) which included a detailed traffic study to assess existing conditions and to evaluate the feasibility of proposed improvements along this stretch of Winner Road from US 24 Hwy to Hedges. The results of this study have been reviewed by staff and a change order is requested to allow Kimley-Horn to pursue the remaining design and right-of-way phase services. Staff have negotiated a scope and fee of $1,063,251 for these services.

Original Purchase Order Total:	$ 299,865.00
Change Order #1:	$ 960.00
Change Order #2:	$1,063,251.00
New Purchase Order Total:	$1,364,076.00
New Contingency:	$ 136,407.60

This project is eligible for up to $5.5 million in federal funding reimbursement through the Mid-America Regional Council's (MARC) Surface Transportation Block Grant Program (STP) fund.

The Winner Road Complete Streets Project will include the addition of ADA-compliant sidewalks, on-street bicycle lanes, pedestrian signal improvements, transit stop improvements, new green infrastructure, and new street lighting and traffic-calming measures.

Emergency Justification:

Fiscal Impact:
The fiscal impact to the City is $1,500,483.60 including contingency. This project is eligible for up to $5.5 million in STP federal funding reimbursement through MARC. Funding for the Winner Road Complete Streets Project (No. 112403) is included in the FY 25 budget, page 196, account number 112403-C-0517051-5406.

Council Action:

Department / Contact Municipal Services /

REVIEWERS
Lisa Reynolds
Jeremy Cover
Meagan Borth
Zachary Walker
Susanne Holland

ATTACHMENTS:
1. Scope of Service - Design - Kimley-Horn - Winner Road Complete Streets

Scope of Services
Winner Road Complete Streets
September 4, 2024

Project Understanding

The scope of services includes roadway design, water line design, preparation of property acquisition documents, geotechnical investigations, environmental investigations, and utility coordination for complete street improvements to Winner Road from US 24 to the Englewood Arts District near Hedges Lane. Improvements will include the addition of ADA compliant sidewalks, bicycle accommodations, traffic and pedestrian signal improvements, transit stop improvements, new green infrastructure, new streetlighting, drainage improvements, and traffic calming measures. Improvements will also include the replacement of the undersized galvanized steel water mains in the area. Preliminary engineering will be completed for the entire project, however only the segment from south of 9th Street to Overton Road will proceed to final design given current funding constraints.

Phase 100 Project Management

Task 101 Administration and Project Management

Kimley-Horn ("Engineer") will perform the following Administration and Project Management Tasks:

1. Organize and attend the project kick-off meeting.
2. Personnel planning, project scheduling, and budget control.
3. Plan and hold up to 40 City project bi-weekly coordination and up to 10 monthly progress meetings which may include representatives from other city departments or state agencies. Agendas and meeting summaries will be completed for the monthly progress meetings.
4. Prepare and submit up to 10 monthly progress report documents, along with the monthly invoices. The Monthly Progress Report will include the following:
   a. Past Month's Activities/Accomplishments
   b. Budget Summary Status (showing % complete vs. % expended per task)
   c. Schedule Summary Status (chart showing baseline schedule vs. actual schedule)
   d. Next month's Planned Activities/Goals
5. Prepare subconsultant contracts. Review and process subconsultant invoices.

Task 102 Quality Assurance and Quality Control

The Engineer will perform the following Quality Assurance and Quality Control Tasks:

- Perform independent Quality Assurance Reviews to verify that QCP is being followed on deliverables,
- Perform Quality Control reviews of the Preliminary, Right of Way, and Final Design deliverables,
- Perform Opinion of Probable Construction Cost reviews,
- Review subconsultant QCPs, and
- Review deliverables from subconsultants:
  - Geotechnical Reports,
  - Survey Design Files, and
  - Right of Way and Easement Acquisition Documents.

Phase 200 Data Collection

Task 201 Surveys

Engineer will subcontract with Powell CWM, Inc. to provide the following land surveying and mapping services:

A. Land Surveying and Mapping Services

Powell CWM, Inc. will provide all equipment, labor, supervision, and qualified personnel to complete a Pre-Design Survey from Northern Boulevard to Highway 24:

- Prepare Right-of-Way and Easement acquisition documents for the City's use in acquiring the property. Documentation is limited to individual tract maps with descriptions of temporary and permanent acquisitions for each property. It is assumed that no more than seventy (70) documents will be required.
- Utility staking will be performed to assist with necessary utility relocations. Utility staking will consist of the placement of a mag nail along the roadway centerline at 100-foot intervals on tangents and at 50-foot intervals along curves.
- Pickup geotechnical investigation borings taken within the project limits.
- Deliverables will include a DGN file, DTM file, DWG File, Final Survey Report, two (2) paper copies of the survey, and PDF copy.

B. Abstractor Services

Powell CWM, Inc. will contract with a local title company to provide Owners & Encumbrance (O&E) Reports for up to seventy (70) parcels.

Task 203 Geotechnical Services

Engineer will subcontract with Geotechnology, LLC, to provide geotechnical services.

A. Field Services – Winner Road Pavement Reconstruction

- Drill a total of 17 roadway borings. The borings will be drilled at intervals of approximately 500 lineal feet, and will alternate between the northbound and southbound lanes. In general, each boring will be sampled to a depth of 10 feet. Borings between Hawthorn Place and Ralston Avenue, however, will be sampled to a depth of 15 feet below the toe of the embankment slope (and boring depths of 25 to 30 feet are anticipated). If refusal material occurs before the planned depth the boring will be terminated. Rock coring is not planned nor budgeted.
- The roadway borings will be filled with dry mix concrete and topped with a thickness of quickset non-shrink cement or Aquaphalt equivalent to the pavement section. Excess auger cuttings will be spread in lawn areas adjacent to the boring location.
- Temporary closure of one lane of traffic will be required for each day of drilling. Traffic control will be subcontracted to a third party. Work hours of 9 am to 3 pm Monday through Friday have been assumed. Work adjacent to Van Horn High School will be restricted to not coincide with arrivals and departures of school traffic. The subconsultant will submit and secure a right-of-way permit from the city, with approved Maintenance of Traffic plans, prior to commencing site investigations.

B. Field Services – Winner Road Bridge Replacement

- Drill a total of two borings. The borings will be drilled in lawn areas along side streets (i.e., S Waubesa Avenue and E 16th Street) near the abutments of the existing bridge. Each boring will be drilled to refusal material and extended 25 to 30 feet using NQ2 rock coring techniques.
- These borings will be backfilled with auger cuttings and plugged. Excess auger cuttings will be spread in lawn areas adjacent to the boring location.
- Full closure of the side streets will be required. Traffic control will be subcontracted to a third party. Work hours of 8 am to 4 pm Monday through Friday have been assumed.

B. Field Services Considerations

- Geotechnology will:
- hold a project meeting with representatives of Kimley-Horn and City of Independence to discuss the planned field exploration, traffic control and schedule.
    - complete the required permitting. Fees for permitting and bonding, however, are not budgeted. It is assumed the City will waive these fees as this is a city project.

    - Contact Missouri One-Call for member companies to locate public utilities in proximity to the borings prior to drilling. Private utilities, if present, must be located by others prior to drilling.
    -
- The pavement will be cored using an approximate 4-inch inside diameter, diamond-tipped barrel at those borings located in pavement areas.
- Soil sampling will be performed using split-spoon and Shelby tube sampling techniques at 2.5-foot intervals in the upper 10 feet and at 5-foot intervals thereafter.
- Standard Penetration Tests (SPTs) using a split-spoon sampler will be performed to obtain the N-value of the sampled material. SPTs will be performed using an automatic hammer with measured efficiency.
- The borings will be located in the field by measuring distances from site features.
- The borings will be logged by an engineer or geologist during drilling. Our engineer/geologist will oversee and manage the sample collection and soil/bedrock identification process, provide direction during exploration, prepare boring logs of the material encountered, and transport samples to our laboratory.

C. Laboratory Testing

Laboratory testing will include the following:

- Moisture content
- Atterberg limits
- Unconfined compressive strength and dry unit weight
- Direct shear triaxial strength
- Uniaxial compressive strength and total unit weight of select rock cores
- Rock cores and pavement cores will be photographed

D. Reporting

A report will be prepared under the supervision of a professional engineer registered in the State of Missouri. Geotechnology will provide one digital copy (in PDF format) of the final report that includes the following:

- A discussion of our understanding of the project;
- A boring location plan;
- Results of the boring logs provided in GINT format, and will include the following:
    - Soil type and designation in general accordance with the Unified Soil Classification System (USCS) and, when applicable, consistency, plasticity, relative density, and grain size
    - Depth to rock (if encountered)
    - Depth to water (if encountered)
    - N-value of the sampled material and corresponding N60 value
    - Where rock core samples are obtained, the rock type and formation, degree of hardness, extent of weathering, percentage of recovery, and Rock Quality Designation (RQD) values

    - Drill rig model
    - Automatic hammer efficiency
    - Select laboratory test results; i.e., moisture content, Atterberg limits, unit weight, unconfined compressive strength
- Global stability analyses of planned retaining walls, including allowable bearing pressure and angles of internal friction for the retained material and the foundation bearing material;
- Foundation recommendations will be provided in accordance with MoDOT Engineering Policy Guide (EPG) criteria;
- Seismic site class per 2012 AASHTO LRFD Bridge Design Specifications. Seismic site class will be evaluated using N-values and undrained shear strengths in accordance with Chapter 20 of ASCE 7-10; site-specific and dynamic response analysis is not planned;
- Summary of the pavement evaluation including the following:
    - Material type and thickness of the pavement at each pavement core location
    - Qualitative description of each pavement core
    - Overview of observed pavement distress and comments on probable cause
    - Pavement subgrade preparation considerations;
- Pavement thickness recommendations based on provided traffic data, and;
- Provide revisions to the geotechnical report based on Engineer or Owner comments or requests after review(s).

Phase 300 - Public Engagement / Coordination

Task 301 Project Website

Engineer will develop and host a project website, to be active through the construction. Engineer will provide status updates on the website through the construction contractor’s notice to proceed. Once construction begins, Engineer will update no more than monthly any progress updates, including photos, provided by the City.

Task 304 Design Public Meeting

Engineer will conduct one public meeting at the completion of the preliminary plans in accordance with MoDOT LPA Manual Section 136.7.6. This meeting will be an in-person meeting to be held at a City facility (to be determined). Information and documents provided at the meeting will be available online along with the option to send in comments. This webpage will be hosted by Engineer, with access via the public website, and will include Engineer's online project mapping and public engagement tool ProjectCoordinate.

Task 305 Pre-Construction Meeting

Engineer will attend one pre-construction / “meet the contractor” meeting before construction begins. This meeting will be an in-person meeting to be held at the Independence Utilities Center. Materials for the meeting will be provided by others, with Engineer attending to provide history or project development and to clarify questions asked about the design intent.

Task 306 Public and Private Utility Coordination

Engineer will provide to the public and private utilities approved copies of the preliminary, right of way, and final design plans that include surveyed locations of utilities identified, located, and marked via the Missouri One-Call process.

Engineer will log all communication with public and private utilities as well as request utility as-builts and identify areas of potential impact.

Engineer will conduct the following coordination meetings (up to six meetings total) among the public and private utility owners that appear to have conflicts with the project, to enable them to coordinate efforts for any necessary utility relocations. Engineer will prepare agendas and meeting summaries for the following meetings.

- Kickoff Meeting (one meeting, 30 to 45 days after conceptual design submittal to utility companies)
- Preliminary Design Meeting (one meeting, 30 to 45 days after preliminary submittal to utility companies)
- Final Design Meeting (one meeting, 30 to 45 days after final plans submittal to utility companies)

Engineer will include the surveyed locations of the observable and marked utilities in the construction plans. Engineer will also include proposed and/or relocated utility information in the preliminary and final construction plans as provided by the utility companies.

Attend additional coordination meetings with the City and utility owners, and prepare agendas and meeting summaries for these meetings. Up to six meetings are included.

Phase 500 Environmental Services

Task 501 Environmental Services (NEPA)

Engineer will coordinate the appropriate National Environmental Policy Act (NEPA) level document with the Missouri Department of Transportation (MoDOT). This scope assumes the level of document to be a Programmatic Categorical Exclusion (PCE) per the September 22, 2021 FHWA/MoDOT Programmatic Agreement. The following tasks will be performed as required by MoDOT.

A. Request for Environmental Review (RER)

Engineer will obtain information pertinent to complete online submittal of the RER from the City immediately upon Notice to Proceed. Engineer will submit the RER to MoDOT for review and address comments requests for additional information.

B. Data Collection and Constraints

Engineer will develop an initial constraints map and collect data from governmental sources to document potential environmental constraints. Desktop constraints will be verified thorough a detailed site visit to review the presence of readily visible and environmentally sensitive features such as potential Section 4(f) properties, wetlands, endangered and threatened species habitats, streams, ponds, rivers, farmlands, historic properties, residences, any hazardous material sites, and businesses. Photos of the site will be taken of environmentally sensitive features, as necessary.

C. Agency Coordination

Section 106 Evaluation

Engineer will coordinate with the State Historic Preservation Officer (SHPO) and MoDOT regarding Section 106, establish an Area of Potential Effect (APE), and cultural, historical, and archaeological clearance for the project. If a cultural resources survey and/or architectural survey is required, this will be considered extra work to be approved in writing by the Client. For the purposes of this contract, fees for historic and archaeological surveys are included.

Section 4(f) Evaluation

Engineer will determine if any Section 4(f) properties are located within the project study area. For the purpose of this determination, the Engineer will assume a larger limit of disturbance for the NEPA footprint that extends beyond the anticipated footprint. This serves as a mitigation measure to avoid having to reopen the environmental document later in the project. Potential Section 4(f) properties include properties listed on the National Register of Historic Places (NRHP). Engineer will coordinate with Officials with Jurisdiction (OWJ)s as needed to confirm Section 4(f) applicability. The Engineer will evaluate if the project would result in any impacts to Section 4(f) resources per MoDOT/FHWA guidelines by completing form 136.6.8_2013 and submitting into RER. This scope assumes any potential impacts would meet the requirements for a programmatic evaluation.

Section 7 Determination

Engineer will obtain an IPaC list from the US Fish and Wildlife Service (USFWS) to document federally listed threatened and endangered species in the area. Engineer will also obtain the Missouri Department of Conservation (MDC) Inventory of state listed species. Potential impacts to listed species will be evaluated. Spatial, seasonal, or temporal restrictions or design modifications will be evaluated, as needed. Informal Section 7 consultation with the USFWS is anticipated in this scope.

Air Quality

Engineer will coordinate with the City and the Mid-America Regional Council (MARC) in determining the level of air quality analysis required. No detailed air quality analysis is anticipated as this project does not represent a significant change in vehicular capacity of Winner Road while also providing enhanced bicycle and pedestrian accommodations.

Special Environmental Studies

- Aquatic Resources Delineation

This scope assumes that there will not be any protected aquatic resources (i.e., floodplains, wetlands, streams, rivers, ponds) located within the project study area.

Floodplain Assessment

Engineer will evaluate the project's potential impact to Federal Emergency Management Agency (FEMA) 100-year floodplain. This scope assumes the project will result in no adverse effects to floodplain. We will provide MoDOT and the City required documentation summarizing findings.

Habitat Assessment

Engineer will complete a habitat assessment for the project that will include documentation of the potential project effects on state and federally listed species. The habitat assessment will provide required information requested in form 136.6.18 and include detailed evaluation for the preferred habitats of the listed species and provide an effects determination for each species. This scope assumes the project will qualify for the Range-wide Programmatic Informal Consultation for Indiana Bat and Northern Long-eared Bat.

Noise Analysis

Engineer will coordinate with MoDOT to determine the appropriate level of noise analysis for the project. Engineer will prepare exhibits that compare existing and proposed traffic lanes and distances to noise sensitive area to aid in review. This scope assumes the project will not be determined a federal Type 1 noise project; thus, not requiring a detailed noise analysis.

Water Quality

Engineer will assess the potential for any water quality impacts, including potential contamination of groundwater aquifers or surface waters and document measures to be incorporated to minimize adverse water quality effects. Disturbance of land equal to or greater than one acre will require a

National Pollutant Discharge Elimination System (NPDES) permit at the time of construction.

Hazardous Materials

Engineer will conduct a review of MDC's hazardous materials sites and complete a site review documenting potentially hazardous materials sites that could affect construction of the project within the standard ASTM guideline parameters.

D. Deliverables

The following will be submitted to the City, or others as indicated, by Engineer:

a. One copy of the Environmental Constraints map
b. One copy of the Threatened and Endangered Species Clearance Letter
c. One copy of each Agency Clearance Letter other than listed above
d. One copy of the Noise Study Determination exhibit
e. One copy of the Cultural Historic Report (if required)
f. One copy of the Archeological Resources Report (if required)

Phase 600 Preliminary Design (50% Submittal)

Task 601 Preliminary Design

The Preliminary Design phase and submittal will include the final horizontal alignment and vertical alignment for the project, the anticipated right of way limits and easements required, and an Opinion of Probable Construction Cost (OPCC) matching the 50% design level.

The preliminary design phase submittal will include:

- Title Sheet,
- General Notes and Legend,
- Survey Control and Layout Sheet,
- Typical sections,
- Roadway plan & profile sheets showing:
  - Existing topographical data,
  - New horizontal and vertical alignments,
  - Curb and gutter,
  - Enclosed drainage improvements,
  - Sidewalks and shared-use paths,
  - Proposed water main replacement,
  - Retaining walls (if needed),
  - Existing utilities,
  - Proposed right of way and easements,
- Existing and proposed drainage area map sheets,
- Driveway Profiles,

- Construction phasing plan (Phasing approach only, not temporary traffic control plans),
- Pavement marking layout,
- Preliminary street lighting layout,
- Preliminary traffic signal modifications (pole and signal head layout),
- Preliminary landscape plans, including:
    - Develop plant palette for corridor plant materials,
    - Preliminary turf restoration plan for all areas disturbed by construction activities, and
    - Concept planting plan with low groundcovers and/or shrubs in strategic locations agreed upon with the City.
- Culvert sections (if needed),
- Cross sections,
- Preliminary quantities, and
- Opinion of probable construction cost.

After receiving comments from City, Engineer will log and resolve each comment and will prepare and submit revised documents according to the project schedule. The log of resolved comments will be submitted with the revised plans. The City will notify Engineer of preliminary design approval according to the project schedule.

Any City requested changes to the horizontal or vertical alignment after approved preliminary plans may require a scope amendment and a supplemental agreement. Final design will begin upon City notification of preliminary design approval to Engineer.

Phase 700 Right of Way Plans (60% Submittal)

Task 701 Right of Way Plans

The City approved preliminary plans will be updated for the Right of Way Plan submittal to MoDOT. Items that will be updated or added:

- Update Title Sheet,
- Add a summary of parcel acquisition, full or partial, temporary or permanent easement, and remainders sheet, and
- Include acquisition line work from Right of Way Plan to plan sheets where properties are shown.

After receiving comments from City, Engineer will log and resolve each comment and will prepare and submit revised documents according to the project schedule. The log of resolved comments will be submitted with the revised plans. The City will notify Engineer of right of way plan approval according to the project schedule.

Any City requested changes to the right of way or temporary easements after approved right of way plans may require a scope amendment and a supplemental agreement.

Phase 800 Final Design (PS&E Submittal)

Task 801 Final Plans (PS&E Submittal)

Conduct final design to prepare construction plans and specifications for one construction contract. The following items will be included:

- Finalize title sheet,
- Finalize typical section sheets,
- Update approved R/W plan and profile sheets into final construction roadway plan and profile sheets,
- Finalize retaining wall plans and details (if needed),
- Develop concrete jointing details,
- Finalize storm sewer design and catchment plans,
- Develop drop inlet special details (if needed),
- Develop erosion control plans and details,
- Finalize waterline plans and details,
- Finalize construction phasing and develop temporary traffic control plans,
- Finalize culvert sections (if needed),
- Finalize pavement marking plans,
- Develop signing plans,
- Finalize street lighting plans,
- Finalize traffic signal modification plans and details (if needed),
- Final Landscaping Design and Details, including:
  - Finalize corridor landscape plan, including limits of turf restoration and location of plant materials, and
  - Finalize planting details and notes.
- Finalize cross sections,
- Erosion control plans,
- Land disturbance permit,
- Finalize quantities,
- Develop Bid Manual,
- Develop Construction Project Manual, and
- Finalize Engineers OPCC.

Engineer will develop the Bid Manual and Construction Manual as per the MoDOT LPA Manual Section 136.9.4 Bid Documents. For the sections to be completed by the City, the City will provide Engineer the City's standard construction bid documents, modified for this project, and other

EJCDC language as applicable. Engineer will be responsible for developing the following sections of the Bid Manual and Construction Manual:

- Technical Specifications,
- PSP's 1120 – M&P,
- Submittal Checklist,
- Bid Item List,
- C410 and C520 portions of the Bid Manual and Construction Manual, and
- DBE Goals.

Prepare, submit, and coordinate a Stormwater Pollution Prevention Plan (SWPPP).

After receiving comments from City, Engineer will log and resolve each comment and will prepare and submit revised documents according to the project schedule. The log of resolved comments will be submitted with the revised plans. The City will notify Engineer of Final design approval according to the project schedule.

Any City requested changes to the final design after approved final design plans may require a scope amendment and a supplemental agreement. Final design will begin upon City notification of preliminary design and ROW plan approval to Engineer.

Phase 900 Bidding Phase Services

Task 901 Bidding Phase Services

During the bidding phase of the project, Engineer will:

1. Respond to one set of Contractor and City questions as requested by the City during the bid phase of the project,
2. Attend one pre-bid meeting with the City/Contractors as requested by City,
3. Assist with addenda creation (needed for technical items), and
4. Assist with submittal review and make recommendations.

Task 902 Address Request For Information (RFI's)

This subtask includes the activities and efforts related to responding to Contractor requests for information. The scope for this task is limited to the effort reflected in the manhour attachment.

Task 903 Shop Drawing Review

This subtask includes shop-drawing reviews submitted by the contract. The Consultant will provide a review and recommendation to the City to accept,

modify, or reject shop-drawing submittals. The scope for this task is limited to the effort reflected in the manhour attachment.

PROJECT EXCLUSIONS

The following list includes specific structural items/tasks that are not included in the scope of services for this project. This list is not intended to be all inclusive. Furthermore, any scope item that is not described in this scoping document or assigned in the manhour attachment shall be considered out of scope and Engineer reserves the right to negotiate for supplemental compensation that may be required.

- Retaining wall needs are assumed to be MSE type retaining walls utilized in front of the bridge end bents. Additional retainage structures along the Winner Road improvement are not included in this bridge scope.
- All permitting covered under roadway project tasks
- No Construction Service Inspection or shop drawing reviews provided by the Contractor for incorporation into the project

Project Deliverables and Permits

The following will be submitted to the City, or others as indicated, by Engineer:

1. One copy of the Geotechnical Report,
2. One half size (11” x 17”) copy of the Preliminary Design with OPCC,
3. One half size (11” x 17”) copy of the Right of Way Plans,
4. One half size (11” x 17”) copy of the Final Design with OPCC,
5. Five signed and sealed half size (11” x 17”) copies of the revised Final Design with OPCC,
6. One digital copy of the plans, submitted in items two through five above, in PDF and DWG format (a release for CAD files will be required),
7. One Digital (8.5” x 11”) letter size copy of the project bid manual,
8. Four hard (8.5” x 11”) Letter size copies of the project construction manual and one digital copy in PDF format,
9. One digital copy, in PDF format, of the revised Final Plans to each potentially affected utility company,
10. CADD file submitted to each of the following: the City, utilities and contractor,
11. Two copies of the right-of-way and/or easement acquisition documents,
12. One copy of the traffic study and concept analysis documentation (including Synchro files),
13. One copy of the lighting calculations,
14. One copy of the storm water calculations/drainage report,
15. One copy of the Stormwater Pollution Prevention Plan (SWPPP), and
16. One copy of the MDNR water main construction permit.

Optional Services to be Negotiated at a Later Time

The Engineer will perform the following optional services upon authorization of the City Engineer.

Phase 1000 Winner Road Bridge over KCS Railroad

Task 1001 Misc. Project Tasks

A. **Perform Project Site Visit –** This subtask includes the activities and effort related to performing one site visit to document existing field conditions pertinent to the structures and replacement and or modification thereof. The site visit will not include detailed structural inspection or updating of condition reports. Project Drawings will be developed from either survey, GIS or other maps prior to the visit to assist in documentation. Kimley-Horn assumes a maximum of two staff members will participate in the site visit. City representation may or may not be in attendance and the Site visit is assumed to be completed in one working day. No overnight expenses are assumed.

B. **Review As-Built Plans/Record Drawings** – This subtask includes the activities and effort related to gathering and review of record drawings and reports provided by the City and/or collected by Kimley-Horn. This information will be utilized to develop existing linework in conjunction with the field information collected above.

C. **Project Coordination** – This subtask includes the activities and effort related to coordination of subconsultants throughout the project to ensure accurate & timely incorporation of survey, geotechnical and misc. field services.

D. **Meeting with City** – This subtask includes the activities and effort related to Kimley-Horn meeting with the City as requested by the City or as needed. Kimley-Horn assumes one project kickoff meeting, utility coordination meeting and two additional meetings TBD per City request. All meetings are assumed to take place virtually.

E. **Meeting with Stakeholders** – This subtask includes the activities and effort related to Kimley-Horn meeting with Stakeholders as requested by the City or as needed related to the bridge design. Kimley-Horn assumes three stakeholder meetings to be held at City facilities. Stakeholder meetings are assumed to last for a maximum of one hour.

F. **Meeting Exhibits, Agendas and Summaries** – This subtask includes the activities and effort related to the development of Meeting Agendas and Meeting Summaries for the instances described above. Kimley-Horn will prepare a recap of key discussion items, decisions/directives and key project updates as well as an action item summary for each instance. The document will be provided in PDF format and distributed to all attendees. Minor

revisions to the agendas and final Meeting Summaries will be made as needed or upon request by the City. Kimley-Horn assumes a maximum of seven agendas and meeting minutes will be created as described.

Task 1002 Railroad Submittals for Overhead Structure

This task includes the activities and effort coordinating with the KC Southern railroad to facilitate approval. This scope includes preparation, submittal and comment resolution including RR Comment Documentation for: Preliminary and Final Submittals to the railroad per the KCSRR Guidelines for the Design and Construction of Railroad Overpasses and Underpasses. It is assumed one round of comment resolution will be required for each staged plan submittal to KC Southern Railroad.

Task 1003 Preliminary Bridge Design

This task includes the activities and effort related to preliminary design activities. The bridge layout will be refined during the final design phase.

A. **Develop Design Criteria for Structure –** This subtask includes the activities and effort related to developing a project structure design criteria memo. The memo will be created based upon the controlling specifications and current MoDOT Engineering Policy Guide. The memo will be delivered to the City for review, comment and concurrence and will serve as the basis for structural design.

B. **Establish Bridge Typical Section** – This subtask includes the activities and effort related to establishing the bridge typical section in conformance with project goals and the design criteria for structures developed.

C. **Evaluate Bridge Phasing Options** – This subtask includes the activities and effort related to evaluating bridge phasing options for the replacement of the Winner Road Bridge over KC Southern Railroad for a maximum of three bridge alternatives.

D. **Alternative Analysis with Cost** – This subtask includes studying a maximum of three viable structure alternatives along with conceptual level cost comparisons.

E. **Evaluate Horizontal and Vertical Clearances** – This subtask includes the activities and effort related to evaluating preliminary horizontal and vertical clearances for the overhead bridge.

F. Determine Bridge Type, Size & Layout – This subtask includes the activities and efforts related to refining the preferred bridge type, size and layout upon completion of the bridge alternative analysis performed.

G. Preliminary Site Drainage – This subtask is not included in the scope of work. It is assumed the new structure will not change the quantity and/or characteristic of the flow in the railway's ditches.

H. Evaluate Special Conditions – This subtask includes the activities and efforts related to evaluating the need for earth retention structures on the project to determine preliminary types, extents and locations.

I. Evaluate Aesthetic Options – This subtask includes the activities and efforts related to developing preliminary aesthetic options for the bridge and earth retention structures per City request. Kimley-Horn assumes aesthetics will be accommodated with surficial concrete treatment (form liner and/or concrete staining). Major aesthetic options requiring extensive design and detailing are not anticipated or include in this scope.

J. Review Geotech Report – This subtask includes the activities and efforts related to reviewing the Geology Report provided by the Subconsultant.

K. Preliminary Bridge Quantities – This subtask includes the activities and efforts related to performing preliminary quantity calculations for the bridge and retaining wall structures on the project.

Task 1004 Preliminary Bridge Plans

This task includes the activities and effort related to preliminary (30%) bridge plans. The bridge layout will be refined during the final design phase. Preliminary Railroad Submittal effort is included in previous tasks and comments will be addressed and incorporated into the 30% plan submittal to the City ensuring KCS concurrence prior to City review of Preliminary Bridge Plans.

A. Prepare Preliminary Bridge Plan & Elevation – This subtask includes the activities and efforts related to detailing the Preliminary Bridge Plan & Elevation Sheet.

B. Prepare Preliminary Typical Sections and Design Data – This subtask includes the activities and efforts related to detailing the bridge typical section developed under previous tasks.

C. Prepare Preliminary Bridge Construction Phasing Details –This subtask includes the activities and effort related to detailing the proposed bridge phasing details including identification of temporary shoring locations and types.

D. **QA/QC –** This subtask includes the activities and effort related to project quality control tasks and quality assurance documentation pertaining to the structural subtask activities for the preliminary phase of the project. Quality Control and Assurance will be provided by a senior level Engineer to review plans and calculations as well as documentation of the process to meet the project specific QA/QC Plan. The level of effort assigned to this subtask is based on calculation and detail checks throughout the preliminary design phase including one submittal/review of the combined plan set prior to submittal.

E. **Preliminary Cost Estimate –** This subtask includes the activities and efforts related to preparing a cost estimate based on the preliminary plan development.

F. **Address City Comments –** This subtask includes the activities and efforts to revise plans and details per City comments. Kimley-Horn assumes one (1) round of comment revisions will be required.

SCOPE OF SERVICES TO BE PROVIDED BY CITY

City will provide the following services to Engineer:

- List of tenant names,
- Available water and sewer locations, size and materials,
- Copies of available reports and as-built plans,
- Copies of available drainage studies,
- Copies of available plats of adjacent properties,
- EJCDC Contract Documents, Division One-Special Contract Provisions,
- Assist Kimley-Horn as needed in gaining right of entry to private property, and
- City will coordinate the Land Disturbance Permit.

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

Council action is requested to approve the 2024 DOJ Improving Criminal Justice Responses Grant Award

Recommendations:

The Police Department recommends approval and acceptance of the grant award.

Background:

In July 1997, the City of Independence first accepted the Grant to Encourage Arrest Policies from the U.S. Department of Justice. This grant program is now called Improving Criminal Justice Response (ICJR) to Domestic Violence, Dating Violence, Sexual Assault, and Stalking. The program enhances victim safety and offender accountability in cases of domestic violence, dating violence, sexual assault and stalking by encouraging jurisdictions to work collaboratively with community partners to identify problems and share ideas that will result in effective responses to these crimes. An integral component of this program is the creation and enhancement of a coordinated community response that brings together criminal justice agencies, victim service providers, and community organizations that respond to domestic violence, dating violence, sexual assault, and stalking.

This new 2024 grant award will provide continued partial funding for one full-time Domestic Violence Detective in the Police Department, a part-time Domestic Violence Prosecutor for the City of Independence, one Court Advocate, supplies, and several support positions at Hope House, as well as travel associated with mandated training. The total award amount is $500,000 and runs from October 1, 2024 to September 30, 2027. No local match is required.

Emergency Justification:

Fiscal Impact:

The fiscal impact to the City is $500,000 to be received as grant revenue over a 3-year time frame from October 1, 2024, to September 30, 2027. Grant revenue would need to be appropriated to Fund 015 as follows:

Police Department portion (Totals $409,592.60)

Detective Salary, 0154550-5100-ICJR, $154,501.21
Detective Overtime, 0154550-5102-ICJR, $4,176.00
Detective FICA, 0154550-5110-ICJR, $11,819.34
Detective LAGERS, 0154550-5111-ICJR, $39,835.92
Detective Medical, 0154550-5112-ICJR, $28,183.25
Detective Dental, 0154550-5113-ICJR, $1,383.74

Detective Life, 0154550-5114-ICJR, $194.67
Detective LTD, 0154550-5115-ICJR, $139.05
Travel/Training, 0154550-5203-ICJR, $10,000.00
Printing Services/Supplies, 0154550-5206-ICJR, $500.00
Hope House portion (Subaward), 0154550-5240-ICJR, $158,859.42

Finance & Administration / Legal portion (Totals $90,407.40)
Prosecutor Salary, 0154150-5100-ICJR, $74,693.36
Prosecutor FICA, 0154150-5110-ICJR, $5,714.04
Travel/Training, 0154150-5203-ICJR, $10,000.00

Total Award Amount: $500,000

Supplemental funding for the DV Detective and DV Prosecutor has already been included in the FY 2024-25 Approved Budget, pages 233 / 236 for the detective and pages 142 /155 for the prosecutor position.

Council Action:
Requesting Council approval to accept this grant award to the City of Independence.

Department / Contact Police Department /

REVIEWERS
Zachary Walker
Susanne Holland

ATTACHMENTS:
1. 2024 ICJR Award_Package

Department of Justice (DOJ)

Office on Violence Against Women (OVW)

Washington, D.C. 20531

Name and Address of Recipient:	CITY OF INDEPENDENCE 111 E MAPLE AVE
City, State and Zip:	INDEPENDENCE, MO 64050
Recipient UEI:	U5W1BFU54PJ3

Project Title: OVW 2024 Grants to Improve the Criminal Justice Responses	**Award Number:** 15JOVW-24-GG-01631-ICJR
Solicitation Title: OVW Fiscal Year 2024 Grants to Improve the Criminal Justice Response (ICJR) Program	
Federal Award Amount: $500,000.00	**Federal Award Date:** 9/20/24
Awarding Agency: Office on Violence Against Women	
Funding Instrument Type: Grant	
Assistance Listing: 16.590 - Grants to Encourage Arrest Policies and Enforcement of Protection Orders Program	
Project Period Start Date: 10/1/24	**Project Period End Date:** 9/30/27
Budget Period Start Date: 10/1/24	**Budget Period End Date**: 9/30/27

Project Description:

The Grants to Improve the Criminal Justice Responses to Domestic Violence, Dating Violence, Sexual Assault, and Stalking Grant Program is authorized by 34 U.S.C. §§ 10461-10465 and implemented through regulations at 28 C.F.R. Part 90, Subpart D. The program fosters victim safety and offender accountability in cases of domestic violence, dating violence, sexual assault, and stalking by encouraging state, local, and tribal governments and courts to work collaboratively with community partners to identify problems and share ideas that will result in effectively responding to these crimes. An integral component of this program is the development, revitalization, or enhancement of a coordinated community response that brings together criminal justice agencies, victim services providers, and community-based organizations that respond to domestic violence, dating violence, sexual assault, and stalking.

Grants to Improve the Criminal Justice Response (ICJR) project by City of Independence, Missouri, in partnership with Hope House, Inc., implemented in City of Independence, Missouri, addresses ICJR purpose areas: 3 and 22. Specific activities include: 1) to support project staff; 2) to support law enforcement through collaboration with the Jackson County Assistant Prosecutor and the implementation of body cameras for all officers; 3) provide training and technical assistance addressing charging domestic violence offenders, maintaining specialized judicial domestic violence dockets, identifying persistent offenders, reviewing City Ordinances, referring cases for possible federal firearms charges, conducting semi-annual warrant sweeps, and serving orders of protection; 4) providing information and outreach to victims through advocacy, and referrals; and 5) participate in outreach activities, domestic violence training, Fatality Review Board, Human Trafficking Task Force, and its Lethality Assessment subcommittee.

Award Letter

September 20, 2024

Dear CINDY GRAY,

On behalf of Attorney General Merrick B. Garland, it is my pleasure to inform you the Office on Violence Against Women (OVW) has approved the application submitted by CITY OF INDEPENDENCE for an award under the funding opportunity entitled 2024 OVW Fiscal Year 2024 Grants to Improve the Criminal Justice Response (ICJR) Program. The approved award amount is $500,000.
Review the Award Instrument below carefully and familiarize yourself with all conditions and requirements before accepting your award. The Award Instrument includes the Award Offer (Award Information, Project Information, Financial Information, and Award Conditions) and Award Acceptance. For COPS Office and OVW funding the Award Offer also includes any Other Award Documents.

Please note that award requirements include not only the conditions and limitations set forth in the Award Offer, but also compliance with assurances and certifications that relate to conduct during the period of performance for the award. These requirements encompass financial, administrative, and programmatic matters, as well as other important matters (e.g., specific restrictions on use of funds). Therefore, all key staff should receive the award conditions, the assurances and certifications, and the application as approved by OVW, so that they understand the award requirements. Information on all pertinent award requirements also must be provided to any subrecipient of the award.

Should you accept the award and then fail to comply with an award requirement, DOJ will pursue appropriate remedies for non-compliance, which may include termination of the award and/or a requirement to repay award funds.

Prior to accepting the award, your Entity Administrator must assign a Financial Manager, Grant Award Administrator, and Authorized Representative(s) in the Justice Grants System (JustGrants). The Entity Administrator will need to ensure the assigned Authorized Representative(s) is current and has the legal authority to accept awards and bind the entity to the award terms and conditions. To accept the award, the Authorized Representative(s) must accept all parts of the Award Offer in the Justice Grants System (JustGrants), including by executing the required declaration and certification, within 45 days from the award date.

To access your funds, you will need to enroll in the Automated Standard Application for Payments (ASAP) system, if you haven't already completed the enrollment process in ASAP. The Entity Administrator should have already received an email from ASAP to initiate this process.

Congratulations, and we look forward to working with you.

Rosemarie Hidalgo
Director

Office for Civil Rights Notice for All Recipients

The Office for Civil Rights (OCR), Office of Justice Programs (OJP), U.S. Department of Justice (DOJ) enforces federal civil rights laws and other provisions that prohibit discrimination by recipients of federal financial assistance from OJP, the Office of Community Oriented Policing Services (COPS), and the Office on Violence Against Women (OVW).

Several civil rights laws, including Title VI of the Civil Rights Act of 1964 and Section 504 of the Rehabilitation Act of 1973, require recipients of federal financial assistance (recipients) to give assurances that they will comply with those laws. Taken together, these and other civil rights laws prohibit recipients from discriminating in the provision of services and employment because of race, color, national origin, religion, disability, and sex or from discriminating in the provision of services on the bases of age.

Some recipients of DOJ financial assistance have additional obligations to comply with other applicable nondiscrimination provisions like the Omnibus Crime Control and Safe Streets Act of 1968, which prohibits discrimination on the basis of religion in addition to race, color, national origin, and sex. Recipients may also have related requirements regarding the development and implementation of equal employment opportunity programs.

OCR provides technical assistance, training, and other resources to help recipients comply with civil rights obligations. Further, OCR administratively enforces civil rights laws and nondiscrimination provisions by investigating DOJ recipients that are the subject of discrimination complaints. In addition, OCR conducts compliance reviews of DOJ recipients based on regulatory criteria. These investigations and compliance reviews permit OCR to evaluate whether DOJ recipients are providing services to the public and engaging in employment practices in a nondiscriminatory manner.

For more information about OCR, your civil rights and nondiscrimination responsibilities, how to notify your employees or beneficiaries of their civil rights protections and responsibilities and how to file a complaint, as well as technical assistance, training, and other resources, please visit www.ojp.gov/program/civil-rights-office/outreach. If you would like OCR to assist you in fulfilling your civil rights or nondiscrimination responsibilities, please contact us at askOCR@ojp.usdoj.gov or www.ojp.gov/program/civil-rights-office/about#ocr-contacts.

Memorandum Regarding NEPA

NEPA Letter Type
OVW – Categorical Exclusion - No Renovations Allowed

NEPA Letter

Renovations and construction are unallowable under this grant, and therefore none of the following activities?will be conducted?under the OVW federal action (i.e., the OVW-funded grant project) or a related third-party action:??

1. New construction.??

2. Any renovation or remodeling of a property located in an environmentally or historically sensitive area, including property (a) listed on or eligible for listing on the National Register of Historic Places, or (b) located within a 100-year flood plain, a wetland, or habitat for an endangered species.?

3. A?renovation which?will change the basic prior use of a facility or significantly change its size.?

4. Research and technology whose anticipated and future application?could be expected?to have an effect on the environment.?

5. Implementation of a program involving the use of chemicals.??

In addition, the OVW federal action is neither a phase nor a segment of a project that, when reviewed in its entirety, would not meet the criteria for a categorical exclusion.???

Consequently, the subject federal action meets the Office on Violence Against Women's criteria for a categorical exclusion as contained in paragraph 4(b) of Appendix D to Part 61 of Title 28 of the Code of Federal Regulations (adopted by OVW at 28 CFR § 0.122(b)).??Also, no further analysis is required under the National Historic Preservation Act or other related statutes and regulations.

NEPA Coordinator

First Name	Middle Name	Last Name
Debra		Murphy

Award Information

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

Recipient Information

Recipient Name
CITY OF INDEPENDENCE

UEI
U5W1BFU54PJ3

Street 1
111 E MAPLE AVE

Street 2

City
INDEPENDENCE

State/U.S. Territory
Missouri

Zip/Postal Code
64050

Country
United States

County/Parish

Province

Award Details

Federal Award Date
9/20/24

Award Type
Initial

Award Number
15JOVW-24-GG-01631-ICJR

Supplement Number
00

Federal Award Amount
$500,000.00

Funding Instrument Type
Grant

Assistance Listing Number	Assistance Listings Program Title
16.590	Grants to Encourage Arrest Policies and Enforcement of Protection Orders Program

Statutory Authority
34 U.S.C. 10461 - 10465

[ ]
I have read and understand the information presented in this section of the Federal Award Instrument.

Project Information

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

Solicitation Title

2024 OVW Fiscal Year 2024 Grants to Improve the Criminal Justice Response (ICJR) Program

Awarding Agency

OVW

Application Number

GRANT14120048

Grant Manager Name

AISHA BATTLE

Phone Number

202-532-3444

E-mail Address

Aisha.Battle@usdoj.gov

Project Title

OVW 2024 Grants to Improve the Criminal Justice Responses

Performance Period Start Date

10/01/2024

Performance Period End Date

09/30/2027

Budget Period Start Date

10/01/2024

Budget Period End Date

09/30/2027

Project Description

The Grants to Improve the Criminal Justice Responses to Domestic Violence, Dating Violence, Sexual Assault, and Stalking Grant Program is authorized by 34 U.S.C. §§ 10461-10465 and implemented through regulations at 28 C.F.R. Part 90, Subpart D. The program fosters victim safety and offender accountability in cases of domestic violence, dating violence, sexual assault, and stalking by encouraging state, local, and tribal governments and courts to work collaboratively with community partners to identify problems and share ideas that will result in effectively responding to these crimes. An integral component of this program is the development, revitalization, or enhancement of a coordinated community response that brings together criminal justice agencies, victim services providers, and community-based organizations that respond to domestic violence, dating violence, sexual assault, and stalking.

Grants to Improve the Criminal Justice Response (ICJR) project by City of Independence, Missouri, in partnership with Hope House, Inc., implemented in City of Independence, Missouri, addresses ICJR purpose areas: 3 and 22. Specific activities include: 1) to support project staff; 2) to support law enforcement through collaboration with the Jackson County Assistant Prosecutor and the implementation of body cameras for all officers; 3) provide training and technical assistance addressing charging domestic violence offenders, maintaining specialized judicial domestic violence dockets, identifying persistent offenders, reviewing City Ordinances, referring cases for possible federal firearms charges, conducting semi-annual warrant sweeps, and serving orders of protection; 4) providing information and outreach to victims through advocacy, and referrals; and 5) participate in outreach activities, domestic violence training, Fatality Review Board, Human Trafficking Task Force, and its Lethality Assessment subcommittee.

[ ]
I have read and understand the information presented in this section of the Federal Award Instrument.

Financial Information

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

The recipient budget is currently under review.

[ ]
I have read and understand the information presented in this section of the Federal Award Instrument.

Other Award Documents

[ ]

I have read and understand the information presented in this section of the Federal Award Instrument.

No other award documents have been added.

Award Conditions

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

1

Requirements of the award; remedies for non-compliance or for materially false statements

The conditions of this award are material requirements of the award. Compliance with any assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance also is a material requirement of this award.

By signing and accepting this award on behalf of the recipient, the authorized recipient official accepts all material requirements of the award, and specifically adopts, as if personally executed by the authorized recipient official, all assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance.

Failure to comply with any one or more of these award requirements -- whether a condition set out in full below, a condition incorporated by reference below, or an assurance or certification related to conduct during the award period -- may result in the Office on Violence Against Women (OVW) taking appropriate action with respect to the recipient and the award. Among other things, OVW may withhold award funds, disallow costs, or suspend or terminate the award. The U.S. Department of Justice (DOJ), including OVW, also may take other legal action as appropriate.

Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 34 U.S.C. 10271-10273), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or -unenforceable, such provision shall be deemed severable from this award.

2

Applicability of Part 200 Uniform Requirements and DOJ Grants Financial Guide

The recipient agrees to comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by the Department of Justice (DOJ) in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements"), and the current edition of the DOJ Grants Financial Guide as posted on the OVW website, including any updated version that may be posted during the period of performance. The recipient also agrees that all financial records pertinent to this award, including the general accounting ledger and all supporting documents, are subject to agency review throughout the life of the award, during the close-out process, and for three years after submission of the final Federal Financial Report (SF-425) or as long as the records are retained, whichever is longer, pursuant to 2 C.F.R. 200.334, 200.337.

3

Requirement to report potentially duplicative funding

If the recipient currently has other active awards of federal funds, or if the recipient receives any other award of federal funds during the period of performance for this award, the recipient promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, the recipient must promptly notify OVW in writing of the potential duplication, and, if so requested by OVW, must seek a budget-modification or change-of-project-scope Grant Award Modification (GAM) to eliminate any inappropriate duplication of funding.

4

Requirements related to System for Award Management and unique entity identifiers

The recipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at https://www.sam.gov. This includes applicable requirements regarding registration with SAM, as well as maintaining current information in SAM.

The recipient also must comply with applicable restrictions on subawards (subgrants) to first-tier subrecipients (subgrantees), including restrictions on subawards to entities that do not acquire and provide (to the recipient) the unique entity identifier assigned by SAM.

The details of the recipient's obligations related to SAM and to unique entity identifiers are posted on the OVW website at https://www.justice.gov/ovw/award-conditions (titled "Award Condition: Requirements related to System for Award Management (SAM) and unique entity identifiers") and are incorporated by reference here.

5

Requirement to report actual or imminent breach of personally identifiable information (PII)

The recipient (and any subrecipient at any tier) must have written procedures in place to respond in the event of an actual or imminent breach (as defined in OMB M-17-12) if it (or a subrecipient)-- 1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of personally identifiable information (PII) (as defined in 2 C.F.R. 200.1) within the scope of an OVW grant-funded program or activity, or 2) uses or operates a Federal information system (as defined in OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to an OVW Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

6

Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OVW authority to terminate award)

The recipient, and any subrecipient (subgrantee) at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, subrecipients (subgrantees), or individuals defined (for purposes of this condition) as "employees" of the recipient or of any subrecipient.

The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OVW website at https://www.justice.gov/ovw/award-conditions (titled "Award Condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OVW authority to terminate award)") and are incorporated by reference here.

7

Determinations of suitability to interact with participating minors

This condition applies to this award if it is indicated in the application for the award (as approved by DOJ) (or in the application for any subaward at any tier), the DOJ funding announcement (solicitation), or an associated federal statute that a purpose of some or all of the activities to be carried out under the award (whether by the recipient or a subrecipient at any tier) is to benefit a set of individuals under 18 years of age.

The recipient, and any subrecipient at any tier, must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status. The details of this requirement are posted on the OVW website at https://www.justice.gov/ovw/award-conditions (titled "Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors") and are incorporated by reference here.

8

Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events

The recipient, and any subrecipient (subgrantee) at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears on the OVW website at https://www.justice.gov/ovw/conference-planning.

9

OVW Training Guiding Principles

The recipient understands and agrees that any training or training materials developed or delivered with funding provided under this award must adhere to the OVW Training Guiding Principles for Grantees and Subgrantees, available at https://www.justice.gov/sites/default/files/ovw/legacy/2012/06/28/ovw-training-guiding-principles-grantees-subgrantees.pdf.

10

Effect of failure to address audit issues

The recipient understands and agrees that OVW may withhold award funds, or may impose other related requirements, if (as determined by OVW) the recipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.

11

Potential imposition of additional requirements

The recipient agrees to comply with any additional requirements that may be imposed by OVW during the period of performance for this award, if the recipient is designated as "high-risk" for purposes of the DOJ high-risk grantee list.

12

Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 42

The recipient, and any subrecipient (subgrantee) at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.

13

Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38

The recipient, and any subrecipient (subgrantee) at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38 (amended effective April 3, 2024).

Among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38 also sets out rules and requirements that relate to engaging in or conducting explicitly religious activities and requires that recipients and subrecipients that are social service providers provide written notice to beneficiaries or prospective beneficiaries of certain protections as described in 28 C.F.R. 38.6(b).

14

Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 54

The recipient, and any subrecipient (subgrantee) at any tier, must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."

15

Restrictions on "lobbying" and policy development

In general, as a matter of federal law, federal funds may not be used by the recipient, or any subrecipient (subgrantee) at any tier, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, in order to avoid violation of 18 U.S.C. 1913. The recipient, or any subrecipient (subgrantee) may, however, use federal funds to collaborate with and provide information to federal, state, local, tribal and territorial public officials and agencies to develop and implement policies and develop and promote state, local, or tribal legislation or model codes designed to reduce or eliminate domestic violence, dating violence, sexual assault, and stalking (as those terms are defined in 34 U.S.C. 12291(a)) when such collaboration and provision of information is consistent with the activities otherwise authorized under this grant program.

Another federal law generally prohibits federal funds awarded by OVW from being used by the recipient, or any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

Should any question arise as to whether a particular use of federal funds by a recipient (or subrecipient) would or might fall within the scope of these prohibitions, the recipient is to contact OVW for guidance, and may not proceed without the express prior written approval of OVW.

16

Compliance with general appropriations-law restrictions on the use of federal funds for this fiscal year

The recipient, and any subrecipient (subgrantee) at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions, for each fiscal year, are set out at https://www.justice.gov/ovw/award-conditions (titled "Award Condition: General appropriations-law restrictions on use of federal award funds") and are incorporated by reference here. Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the recipient is to contact OVW for guidance, and may not proceed without the express prior written approval of OVW.

17

Reporting potential fraud, waste, and abuse, and similar misconduct

The recipient and any subrecipients (subgrantees) must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award -- (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by-- (1) online submission accessible via the OIG webpage at https://oig.justice.gov/hotline/grant-complaint (select "Submit Report Online"); (2) mail directed to: U.S. Department of Justice, Office of the Inspector General, Investigations Division, ATTN: Grantee Reporting, 950 Pennsylvania Ave., NW, Washington, DC 20530; (3) by facsimile directed to the DOJ OIG Fraud Detection Office (Attn: Grantee Reporting) at (202) 616-9881 (fax).

Additional information is available from the DOJ OIG website at https://oig.justice.gov/hotline.

18

Restrictions and certifications regarding non-disclosure agreements and related matters

No recipient or subrecipient (subgrantee) under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the recipient--

a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

2. If the recipient does or is authorized under this award to make subawards (subgrants), procurement contracts, or both--

a. it represents that--

(1) it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward (subgrant), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

(2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that

prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

19

Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)

The recipient (and any subrecipient at any tier) must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The recipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact OVW for guidance.

20

Encouragement of policies to ban text messaging while driving

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages recipients and subrecipients (subgrantees) to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

21

Requirement to disclose whether recipient is designated high risk by a federal grant-making agency outside of DOJ

If the recipient is designated high risk by a federal grant-making agency outside of DOJ, currently or at any time during the course of the period of performance under this award, the recipient must disclose that fact and certain related information to OVW by email to OVW.GFMD@usdoj.gov. For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the recipient's past performance, or other programmatic or financial concerns with the recipient. The recipient's disclosure must include the following: (1) the federal awarding agency that currently designates the recipient high risk; (2) the date the recipient was designated high risk; (3) the high-risk point of contact at that federal awarding agency (name, phone number, and email address); and (4) the reasons for the high-risk status, as set out by the federal awarding agency.

22

Availability of general terms and conditions on OVW website

The recipient agrees to follow the applicable set of general terms and conditions that are available at https://www.justice.gov/ovw/award-conditions. These do not supersede any specific conditions in this award document.

23

Compliance with statutory and regulatory requirements

The recipient agrees to comply with all relevant statutory and regulatory requirements, which may include, among other relevant authorities, the Violence Against Women Act of 1994, P.L. 103-322, the Violence Against Women Act of 2000, P.L. 106-386, the Violence Against Women and Department of Justice Reauthorization Act of 2005, P.L. 109-162, the Violence Against Women Reauthorization Act of 2013, P.L. 113-4, the Violence Against Women Act Reauthorization Act of 2022, P.L. 117-103, the Omnibus Crime Control and Safe Streets Act of 1968, 34 U.S.C. 10101 et seq., and OVW's implementing regulations at 28 C.F.R. Part 90.

24

Compliance with solicitation requirements

The recipient agrees that it must be in compliance with requirements outlined in the solicitation under which the approved application was submitted, the applicable Solicitation Companion Guide, and any program-specific frequently asked questions (FAQs) on the OVW website (https://www.justice.gov/ovw/resources-and-faqs-grantees). The program solicitation, Companion Guide, and any program-specific FAQs are hereby incorporated by reference into this award.

25

VAWA 2013 nondiscrimination condition

The recipient acknowledges that 34 U.S.C. 12291(b)(13) prohibits recipients of OVW awards from excluding, denying benefits to, or discriminating against any person on the basis of actual or perceived race, color, religion, national origin, sex, gender identity, sexual orientation, or disability in any program or activity funded in whole or in part by OVW. Recipients may provide sex-segregated or sex-specific programming if doing so is necessary to the essential operations of the program, so long as the recipient provides comparable services to those who cannot be provided with the sex-segregated or sex-specific programming. The recipient agrees that it will comply with this provision. The recipient also agrees to ensure that any subrecipients (subgrantees) at any tier will comply with this provision.

26

Misuse of award funds

The recipient understands and agrees that misuse of award funds may result in a range of penalties, including suspension of current and future funds, suspension or debarment from federal grants, recoupment of monies provided under an award, and civil and/or criminal penalties.

27

Limitation on use of funds to approved activities

The recipient agrees that grant funds will be used only for the purposes described in the recipient's application, unless OVW determines that any of these activities are out of scope or unallowable. The recipient must not undertake any work or activities that are not described in the recipient's application, award documents, or approved budget, and must not use staff, equipment, or other goods or services paid for with grant funds for such work or activities, without prior written approval, via Grant Award Modification (GAM), from OVW.

28

Non-supplantation

The recipient agrees that grant funds will be used to supplement, not supplant, non-federal funds that would otherwise be available for the activities under this grant.

29

Confidentiality and information sharing

The recipient agrees to comply with the provisions of 34 U.S.C. 12291(b)(2), nondisclosure of confidential or private information, which includes creating and maintaining documentation of compliance, such as policies and procedures for release of victim information. The recipient also agrees to comply with the regulations implementing this provision at 28 CFR 90.4(b) and "Frequently Asked Questions (FAQs) on the VAWA Confidentiality Provision (34 U.S.C. 12291(b)(2))" on the OVW website at https://www.justice.gov/ovw/resources-and-faqs-grantees. The recipient also agrees to ensure that all subrecipients (subgrantees) at any tier meet these requirements.

30

Activities that compromise victim safety and recovery or undermine offender accountability

The recipient agrees that grant funds will not support activities that compromise victim safety and recovery or undermine offender accountability, such as: procedures or policies that exclude victims from receiving safe shelter, advocacy services, counseling, and other assistance based on their actual or perceived sex, age, immigration status, race, religion, sexual orientation, gender identity, mental health condition, physical health condition, criminal record, work in the sex industry, or the age and/or sex of their children; procedures or policies that compromise the confidentiality of information and privacy of persons receiving OVW-funded services; procedures or policies that impose requirements on victims in order to receive services (e.g., seek an order of protection, receive counseling, participate in couples' counseling or mediation, report to law enforcement, seek civil or criminal remedies, etc.); procedures or policies that fail to ensure service providers conduct safety planning with victims; project design and budgets that fail to account for the access needs of participants with disabilities and participants who have limited English proficiency or are Deaf or hard of hearing; or any other activities outlined in the solicitation or companion guide under which the application was submitted.

31

Policy for response to workplace-related incidents of sexual misconduct, domestic violence, and dating violence

The recipient, and any subrecipient at any tier, must have a policy, or issue a policy within 270 days of the award date, to address workplace-related incidents of sexual misconduct, domestic violence, and dating violence involving an employee, volunteer, consultant, or contractor. The details of this requirement are posted on the OVW website at https://www.justice.gov/ovw/award-conditions (titled "Award Condition: Policy for response to workplace-related sexual misconduct, domestic violence, and dating violence") and are incorporated by reference here.

32

Termination or suspension

The Director of OVW, upon a finding that there (1) has been substantial failure by the recipient to comply with applicable laws, regulations, and/or the terms and conditions of the award or relevant solicitation, (2) has been failure by the recipient to make satisfactory progress toward the goals, objectives, or strategies set forth in the application, or (3) have been project changes proposed or implemented by the recipient to the extent that, if originally submitted, the application would not have been selected for funding, will terminate or suspend until the Director is satisfied that there is no longer such failure or changes, all or part of the award, in accordance with the provisions of 28 C.F.R. Part 18, as applicable mutatis mutandis. The federal regulation providing uniform rules for termination of grants and cooperative agreements is 2 C.F.R. 200.340.

33

Semiannual and final performance progress report submission

The recipient agrees to submit semiannual performance progress reports that describe activities conducted during the reporting period, including program effectiveness measures. Reports must be submitted throughout the project period, even if no funds were spent and no activities were conducted in a given reporting period. Delinquent reports may affect future discretionary award decisions and may lead to suspension and/or termination of the award.

The information that must be collected and reported to OVW can be found in the reporting form associated with the grant program or initiative under which this award was made. Performance progress reports must be submitted within 30 days after the end of the reporting periods, which are January 1 - June 30 and July 1 - December 31. Recipients are required to submit their reports through the Justice Grants System, unless and until OVW issues updated instructions for report submission. The final report is due 90 days after the end of the project period and should be marked "final" in the Report Type field.

34

Quarterly Federal Financial Reports

The recipient agrees that it will submit quarterly Federal Financial Reports (SF-425) to OVW in the Justice Grants System, not later than 30 days after the end of each calendar quarter. The final report shall be submitted not later than 120 days following the end of the award period. Delinquent reports may affect future discretionary award decisions and may lead to suspension and/or termination of the award.

35

Program income

Program income, as defined by 2 C.F.R. 200.1, means gross income earned by the non-federal entity that is directly generated by a supported activity or earned as a result of the federal award during the period of performance. Without prior approval from OVW, program income must be deducted from total allowable costs to determine the net allowable costs. In order to add program income to the OVW award, the recipient must seek approval from its program manager via a budget modification Grant Award Modification (GAM) prior to generating any program income. Any program income added to the federal award must be used to support activities that were approved in the budget and follow the conditions of the OVW award. Any program income approved via budget modification GAM must be reported in the recipient's quarterly Federal Financial Report SF-425 in accordance with the addition alternative. If the program income amount changes (increases or decreases) during the project period, it must be approved via a budget modification GAM by the end of the project period. If the budget modification is not submitted and approved, it could result in audit findings for the recipient.

36

FFATA reporting subawards and executive compensation

The recipient agrees to comply with applicable requirements to report first-tier subawards (subgrants) of $30,000 or more and, in certain circumstances, to report the names and total compensation of the five most highly compensated executives of the recipient and first-tier subrecipients of award funds. Such data will be submitted to the Federal Funding Accountability and Transparency Act of 2006 (FFATA) Subaward Reporting System (FSRS). The details of recipient obligations, which derive from FFATA, are posted on the OVW website at https://www.justice.gov/ovw/award-conditions (titled "Award Condition: Reporting Subawards and Executive Compensation") and are incorporated by reference here.

37

Changes to MOU and/or IMOA

The recipient agrees to submit for OVW review and approval any anticipated addition of, removal of, or change in collaborating partner agencies or individuals who are signatories of the Memorandum of Understanding and, if applicable, the Internal Memorandum of Agreement.

38

Submission of all materials and publications

The recipient agrees to submit to OVW one copy of all materials and publications (written, web-based, audio-visual, or any other format) that are funded under this award not less than twenty days prior to distribution or public release. If the materials are found to be outside the scope of the program, or in some way to compromise victim safety, the recipient will need to revise the materials to address these concerns or the recipient will not be allowed to use award funds to support the development or distribution of the materials.

39

Publication disclaimer

The recipient agrees that all materials and publications (written, web-based, audio-visual, or any other format) resulting from award activities shall contain the following statement: "This project was supported by Grant No. _____ awarded by the Office on Violence Against Women, U.S. Department of Justice. The opinions, findings, conclusions, and recommendations expressed in this publication/program/exhibition are those of the author(s) and do not necessarily reflect the views of the U.S. Department of Justice." The recipient also agrees to ensure that any subrecipient at any tier will comply with this condition.

40

Copyrighted works

Pursuant to 2 C.F.R. 200.315(b), the recipient may copyright any work that is subject to copyright and was developed, or for which ownership was acquired, under this award. OVW reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use the work, in whole or in part (including in the creation of derivative works), for federal purposes, and to authorize others to do so.

OVW also reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use, in whole or in part (including in the creation of derivative works), any work developed by a subrecipient (subgrantee) of this award, for federal purposes, and to authorize others to do so.

In addition, the recipient (or subrecipient, contractor, or subcontractor of this award at any tier) must obtain advance written approval from the OVW program manager assigned to this award, and must comply with all conditions specified by the program manager in connection with that approval, before: 1) using award funds to purchase ownership of, or a license to use, a copyrighted work; or 2) incorporating any copyrighted work, or portion thereof, into a new work developed under this award.

It is the responsibility of the recipient (and of each subrecipient, contractor, or subcontractor as applicable) to ensure that this condition is included in any subaward, contract, or subcontract under this award.

41

Grantee orientation - mandatory attendance

First-time recipients, or continuation recipients if requested, must agree to have key staff members, as identified by OVW, attend the OVW grantee orientation seminar, which may be offered in-person, online, or a combination of both. Additionally, if there is a change in the project director/coordinator during the grant period, the recipient agrees, at the earliest opportunity, to send the new project director/coordinator, regardless of prior experience with this or any other federal award, to an in-person OVW grantee orientation seminar or require completion of the orientation online, whichever is available.

42

Prior approval for non-OVW sponsored technical assistance

The recipient agrees that funds allocated for OVW-sponsored technical assistance may not be used for any other purpose without prior approval by OVW. To request approval, the recipient must submit a copy of the event's brochure, a curriculum and/or agenda, a description of the hosts or trainers, and an estimated breakdown of costs. The request must be submitted to OVW at least 20 days prior to registering for the event. Requests to attend non-OVW sponsored events will be considered on a case-by-case basis. This prior approval process also applies to requests for the use of OVW-designated technical assistance funds to pay a consultant or contractor not designated as an OVW technical assistance provider to develop and/or provide training and/or technical assistance.

43

Participation in OVW-sponsored technical assistance

The recipient agrees to attend and participate in OVW-sponsored technical assistance. Technical assistance includes, but is not limited to, national and regional conferences, audio conferences, webinars, peer-to-peer consultations, and workshops conducted by OVW-designated technical assistance providers.

44

Consultant compensation rates

The recipient acknowledges that consultants paid with award funds generally may not be paid at a rate in excess of $81.25 per hour, not to exceed $650 per day. To exceed this specified maximum rate, recipients must submit to OVW a detailed justification and have such justification approved by OVW, prior to obligation or expenditure of such funds. Issuance of this award or approval of the award budget alone does not indicate approval of any consultant rate in excess of $81.25 per hour, not to exceed $650 per day. Although prior approval is not required for consultant rates below this specified maximum rate, recipients are required to maintain documentation to support all daily or hourly consultant rates.

45

Prohibition on public awareness activities

The recipient agrees that grant funds will not be used to conduct public awareness or community education campaigns or related activities. Grant funds may be used to support, inform, and conduct outreach to victims about available services.

46

Compliance with certifications

The recipient acknowledges that it has a continuing obligation to remain in compliance with the applicable certification requirements of 34 U.S.C. 10461(c).

47

Development and approval of training curricula

The recipient agrees to coordinate with the designated OVW technical assistance provider to develop the training curriculum funded under this project. Further, the recipient agrees to submit the training curriculum not less than twenty (20) days prior to public release for OVW review and approval.

48

Indirect costs

The recipient may not obligate, expend, or draw down any award funds for indirect costs, unless and until either (1) the recipient submits to OVW a current, federally-approved indirect cost rate agreement, or (2) the recipient determines that it is eligible under the Part 200 Uniform Requirements to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and advises OVW in writing of both its eligibility and its election.

49

Conditional clearance with release of technical assistance funds

The recipient acknowledges that the budget for this award is pending review and approval. Until OVW approves the budget, any obligations or expenditures incurred by the recipient are made at the recipient's own risk. The recipient may obligate, expend, or draw down up to $10,000 for participation in or travel-related expenses to attend OVW-sponsored technical assistance events, but these obligations and expenditures remain at the recipient's own risk until the budget is approved. Remaining funds will not be available for drawdown until OVW's Grants Financial Management Division has approved the budget and budget narrative via a Grant Award Modification (GAM). If applicable, the Indirect Cost Rate will be identified in the GAM when the budget is approved. If there is another condition on the award prohibiting any obligation, expenditure, and drawdown of any funds, that other condition will control.

[ ]
I have read and understand the information presented in this section of the Federal Award Instrument.

Award Acceptance

Declaration and Certification to the U.S. Department of Justice as to Acceptance

By checking the declaration and certification box below, I--

A. Declare to the U.S. Department of Justice (DOJ), under penalty of perjury, that I have authority to make this declaration and certification on behalf of the applicant.

B. Certify to DOJ, under penalty of perjury, on behalf of myself and the applicant, to the best of my knowledge and belief, that the following are true as of the date of this award acceptance: (1) I have conducted or there was conducted (including by applicant's legal counsel as appropriate and made available to me) a diligent review of all terms and conditions of, and all supporting materials submitted in connection with, this award, including any assurances and certifications (including anything submitted in connection therewith by a person on behalf of the applicant before, after, or at the time of the application submission and any materials that accompany this acceptance and certification); and (2) I have the legal authority to accept this award on behalf of the applicant.

C. Accept this award on behalf of the applicant.

D. Declare the following to DOJ, under penalty of perjury, on behalf of myself and the applicant: (1) I understand that, in taking (or not taking) any action pursuant to this declaration and certification, DOJ will rely upon this declaration and certification as a material representation; and (2) I understand that any materially false, fictitious, or fraudulent information or statement in this declaration and certification (or concealment or omission of a material fact as to either) may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001 and/or 1621, and/or 34 U.S.C. §§ 10271-10273), and also may subject me and the applicant to civil penalties and administrative remedies under the federal False Claims Act (including under 31 U.S.C. §§ 3729-3730 and/or §§ 3801-3812) or otherwise.

Agency Approval

Title of Approving Official	Name of Approving Official	Signed Date And Time
Director	Rosemarie Hidalgo	9/12/24 4:48 PM

Authorized Representative

Entity Acceptance

Title of Authorized Entity Official
Director of Finance

Signed Date And Time
—

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:
24-770 A Resolution appointing Krystel Lugenbeel to the Personnel Board.

Recommendations:

Background:

Emergency Justification:

Fiscal Impact:

Council Action:

Department / Contact Council and Board /

REVIEWERS
Zachary Walker
Susanne Holland

ATTACHMENTS:
1. K Lugenbeel Appt Res Personnel Board

Personnel Board
Appointment K. Lugenbeel
10/7/2024 SH

BILL NO. _____

RESOLUTION NO. _____

A RESOLUTION APPOINTING KRYSTEL LUGENBEEL AS A MEMBER OF THE PERSONNEL BOARD OF THE CITY OF INDEPENDENCE, MISSOURI

WHEREAS, the City Council of the City of Independence, Missouri, did pursuant to Ordinance No. 427 passed on the 17th day of September, 1963, as amended (Section 1.15.001 of the City Code), and the City Charter, article 3, Section 3.27, create the Personnel Board of the City of Independence, Missouri; and

WHEREAS, due to a resignation, a position has become available on this board; and

WHEREAS, the City Council deems it advisable to appoint Krystel Lugenbeel to said Personnel Board because of their qualities of leadership, temperance, judgment, and interest in fostering good personnel administration for employees of the City of Independence; and,

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

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

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

Name	Address	Term Expires
Krystel Lugenbeel	1715 N Dodgion	July 1, 2026

PASSED THIS _____ DAY OF OCTOBER 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:
24-771 A Resolution reappointing Bradley Mudd to the Public Safety Tax Oversight Committee

Recommendations:

Background:

Emergency Justification:

Fiscal Impact:

Council Action:

Department / Contact Council and Board /

REVIEWERS
Zachary Walker
Susanne Holland

ATTACHMENTS:
1. B Mudd Reappt Res to PSTOC 2024

PSTOC
Reappointment Mudd
8/19/2024 SH

BILL NO. _____

RESOLUTION NO. _____

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

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

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

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

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

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

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

Name	Address	Term Expires
Bradley Mudd	102 S. Rogers St.	November 15, 2026

PASSED THIS _____ DAY OF OCTOBER 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:

24-772 A Resolution reappointing Dustin Henrich and appointing Sabastian Gonzalez to the Japanese Sister City Committee

Recommendations:

Background:

Emergency Justification:

Fiscal Impact:

Council Action:

Department / Contact Council and Board /

REVIEWERS

Zachary Walker
Susanne Holland

ATTACHMENTS:

1. Henrich and Gonzalez Appt Res to JSCC

Japanese Sister City Committee
Reappointment Henrich
Appoint Gonzaelz
10/7/2024 SH

BILL NO. _____

RESOLUTION NO. _____

A RESOLUTION REAPPOINTING DUSTIN HENRICH AND APPOINTING SABASTIAN GONZALEZ AS MEMBERS OF THE JAPANESE SISTER CITY COMMITTEE OF THE CITY OF INDEPENDENCE, MISSOURI

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

WHEREAS, vacancies will be created by the expiration of terms, the City Council deems it advisable to reappoint Dustin Henrich and appoint Sabastian Gonzalez, both of Independence, Missouri, to the Japanese Sister City Committee; and,

WHEREAS, said individuals are duly qualified to so serve, according to the Charter and ordinances of the City;

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

SECTION 1. That the City Council of the City of Independence, Missouri, hereby appoints the following named citizens to the Japanese Sister City Committee to serve without compensation for the indicated term or until duly succeeded by another person, property qualified and appointed:

Name	Address	Term Expires
Dustin Henrich	809 North Wigwam Trail	5/1/2027
Sabastian Gonzalez	405 Broad Street	5/1/2027

PASSED THIS _____ DAY OF OCTOBER 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:
24-773 A Resolution reappointing Austin Conley to the Independence Square Advisory Board

Recommendations:

Background:

Emergency Justification:

Fiscal Impact:

Council Action:

Department / Contact Council and Board /

REVIEWERS
Zachary Walker
Susanne Holland

ATTACHMENTS:
1. Conley Reappt Res Indep Square Adv

Independence Square Advisory Board
Reappt. A. Conley
10/7/24 SH

BILL NO. _____

RESOLUTION NO. _____

A RESOLUTION REAPPOINTING AUSTIN CONLEY TO THE INDEPENDENCE SQUARE ADVISORY BOARD OF THE CITY OF INDEPENDENCE, MISSOURI.

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

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

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

WHEREAS, due to the expiration of terms, two vacancies have been created; and,

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

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

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

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

Name	Address	Term Expiration
Austin Conley	206 N. Liberty St.	10/4/2027

PASSED THIS _____ DAY OF OCTOBER, 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:
24-774 A Resolution reappointing Jana Evans to the Park Commission

Recommendations:

Background:

Emergency Justification:

Fiscal Impact:

Council Action:

Department / Contact Council and Board /

REVIEWERS
Zachary Walker
Susanne Holland

ATTACHMENTS:
1. Evans Reappt Park Comm 8.5

Park Commission
Reappt. J. Evans
10/7/24 SH

BILL NO. _____

RESOLUTION NO. _____

A RESOLUTION REAPPOINTING JANA EVANS AS A MEMBER OF THE PARK COMMISSION OF THE CITY OF INDEPENDENCE, MISSOURI

WHEREAS, the City Council of the City of Independence, Missouri, has established a Park Commission within the City of Independence by the provisions in Article 9 of Chapter 1 of the "Code of the City of Independence, Missouri"; and,

WHEREAS, two terms have expired creating vacancies; and,

WHEREAS, the City Council deems it necessary and advisable to reappoint Jana Evans to said Independence Park Commission because of their qualities of leadership temperance, judgment, and interest in promoting public education, use and knowledge regarding the City's Parks and Recreation Programs; and,

WHEREAS, said individual is qualified to serve, according to the Charter and ordinances of this City and the Council does hereby affirm the individual reappointment made by each Councilmember;

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

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

Name	Address	Term Expires
Jana Evans	3403 N. Delaware	9/01/2027

PASSED THIS _____ DAY OF OCTOBER, 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:

24-775 A resolution approving the Preliminary Plat for Jackson Place in Independence, Missouri.

Recommendations:

Commissioner Nesbitt made a motion to recommend approval of this Preliminary Plat with the conditions listed below:

1. The preliminary plat approval is subject to approval of the rezoning Case 24-100-19 – Rezoning – Jackson Drive & R.D. Mize Road – A request by Jim Pollard to rezone the property from C-2 (General Commercial) and R-6 (Single Family Residential) to C-2 (General Commercial) and R-12 (Two-Family Residential).
2. Provide a revised drawing labeled Preliminary Plat (instead of Preliminary Development Plan) showing all the items required for a Final Plat, except addresses and signature blocks, plus all structures, improvements, berms, landscaping and driveways and sidewalks.
3. A copy of the CC&R's shall be recorded with the First Final Plat and include the maintenance of the berms and required landscaping.
4. A berm and associated landscaping per the UDO shall be provided in the rear yards of the lots abutting the Jackson Drive rights-of-way. Responsibility and descriptions of the earth work and plantings shall be described in the CC&R's required to be recorded with the first Final Plat. Further, these improvements will be indicated on all of the plot plans. A recorded deed restrictions or other type of guarantee will be necessary to prevent the required berm screening from being removed.
5. The development shall meet the parking requirements of City Code Section 14-501-05 while not obstructing sidewalks. Paved area of front and side yards shall meet City Code Section 14-501-10-B.
6. The development entrances shall meet minimum sight distance requirements prior to recording of the First Final Plat.
7. Lots encroaching on the flood plain shall require development floodplain permits and compliance to City FEMA regulations. Adherence to stream buffer setbacks shall be required.
8. This preliminary plat has not been reviewed for final engineering design compliance. All development engineering must be designed in accordance with City of Independence standards and specifications prior to approval of the final plat.

A second to the motion was made by Commissioner Ashbaugh. The City Planning Commission voted as follows:
Commissioner Torres – Yes
Commissioner Ferguson – Yes
Commissioner O'Neil – Yes

Commissioner Young - Yes
Commissioner Wiley – Yes
Commissioner Nesbitt – Yes
Commissioner Ashbaugh - Yes

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

Background:

REQUEST:

A request by James Pollard for Preliminary Plat approval of Jackson Place located at Jackson Drive and RD Mize Road

PROPOSAL:

This preliminary plat includes 1 commercial lot at the corner of RD Mize and Jackson and 33 duplex lots along with 5 common area tracts. Each residential unit will have a sprinkler system and there will be a homeowners association established which will maintain the yards and common areas. The townhomes will be offered for sale and priced at approximately $450,000 and $225,000 per side.

PHYSICAL CHARACTERISTICS OF PROPERTY:

The proposed development has a fairly flat topography. The existing narrow tracts located northwest and southeast of an "S" curve in Jackson Drive will contain two, dead-end streets ending in cul-de-sacs. Duplexes with two and four car driveways will line those streets. Berms and landscaping will provide some screening from the rights-of-way.

CHARACTERISTICS OF THE AREA:

To the east of the properties, across Jackson Drive, set single-family houses on R-6 zoned lots. The multiple-family development to the west, Arabella, has yet to be completed. To the north and northeast are undeveloped tracts and a wooded lot zoned C-2 and C-3. Undeveloped woodland lies along the railroad tracks to the south and is zoned R-6.

ANALYSIS:

Platting:

In addition to configuring the rights-of-ways and utility easements, the future commercial lot abutting R.D. Mize Road will contract in size, confined north of the north stream buffer.
We need a revised drawing labeled Preliminary Plat showing all the items required for a Final Plat, except addresses and signature blocks, plus all structures, improvements, berms, landscaping and driveways.

Historic and Archeological Sites:

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

Public Utilities:

All utility services are adjacent to rights-of-way or nearby. There are water and electric mains in the new development to the west and in RD Mize Road and Jackson Drive rights-of-way. There are sanitary mains in the new development to the west, in the RD Mize right-of-way and along the creek south of the southern tract.

Floodplain/Stream Buffer:

Portions of the northern and southern tracts, along the two streams crossing them, are in federal designated floodplains.

There is a second-order stream located within the north tract and a third order stream located within the south tract. Second-order streams shall have a minimum average buffer width of 105-feet on each side, with streamside zone of 35-feet, a middle zone of 45-feet, and an outer zone of 25-feet. Third-order streams shall have a minimum average buffer width of 125-feet on each side, with a stream side zone of 35-feet, a middle zone of 65-feet, and an outer zone of 25-feet.

Elevations:

The applicant's application indicates two styles of duplex, one to be used with the northern tract and another with the southern tract.

Driveways and Sidewalks:

Each duplex unit will have one garage, but each duplex structure will either have a two or four-car wide driveway creating as many as five parking spaces per unit on the side of the two street segments not having sidewalks and three parking spaces for some units on the sides that will have sidewalks. This will help to keep street parking at a minimum.

Streets and Access:

The two tract areas will be accessed by two dead-end rights-of-way squaring with Jackson Drive at a right angle where an existing break in the median is midway along the "S" curve. The location of the duplex on Lot 13 could lead to sight distance concerns. The development entrances shall meet minimum sight distance requirements prior to recording of the First Final Plat.

Landscaping:

A berm and associated landscaping per the UDO will be provided in the rear yards of the lots abutting the Jackson Drive rights-of-way. Responsibility and descriptions of the earth work and plantings shall be described in the CC&R's required to be recorded with the first Final Plat. Further, these improvements will be indicated on all of the plot plans.

Covenants (CC&R's):

A copy of the CC&R's will be recorded with the First Final Plat.

CIP Investments:

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

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

1. **Compliance with environmental and health laws and regulations concerning water and air pollution, solid waste disposal, water supply facilities, community or public sewage disposal, and, where applicable, individual systems for sewage disposal.***The proposed development is in compliance with environmental and health laws and regulations concerning water and air pollution, solid waste disposal, water supply facilities, community or public sewage disposal, and, where applicable, individual systems for sewage disposal (although mirror adjustments to how stormwater is directed through the stream buffers may be needed). Prior to allowing work to commence, staff needs a No-Rise Letter that certifies that the engineer's calculations deem there to be no adverse impact/rise to the base flood elevation (BFE).*
2. **Availability of water that meets applicable fire flow requirements and is sufficient for the reasonably foreseeable needs of the subdivision;** *Water observes that previous water main layout review mark-ups and comments have been incorporated into this Site*

Plan and that Engineering Plans for the Water Main Extensions (Plan & Profile) will be required. The proposed hydrant locations will be reviewed and approved by Independence Fire Department and Municipal Services. Each building unit will need to have its own separate water service (tap onto main, curb valve & meter pit). A re-routed the northern water main will avoid the landscape berm.

3. **Availability and accessibility of utilities;** *There are water and electric mains in the new development to the west and in RD Mize Road and Jackson Drive rights-of-way.*
4. **Availability and accessibility of public services such as schools, police and fire protection, transportation, recreation facilities, and parks;** *Adjacent arterial streets, and a nearby parkway, will provide rapid connection to the above services and amenities.*
5. **Consistency with the zoning district regulations;** *The proposed lots conform to those required for an R-12 (Two-Family Residential) zoned subdivision.*
6. **Conformity with the Major Thoroughfare Plan;** *The use is sited along two arterial streets that carry both car and truck traffic.*
7. **Effect of the proposed subdivision on existing public streets and the need for new streets or highways to serve the subdivision;** *The rezoning should have no detrimental effect on area properties. The rezoning creates a transition zone between R-30/PUD zoning and R-6 zoning.*
8. **Physical land characteristics, such as floodplain, slope, soil, and elevation differentials with abutting properties;** *The property is quite flat and has some floodplain areas and streams with stream buffer zones, making drainage an issue while still manageable.*
9. **Recommendations and comments of the Development Review Committee and other reviewing agencies;** *If rezoning is denied, it is likely the property will not be developed for single-family residential uses.*
10. **Conformity with the master sewer and water utility plan; and** *The proposed development is in compliance with those plans.*
11. **Compliance with this development ordinance and all other applicable regulations.** *The proposed development (developed as conditioned) will meet the requirements of the Unified Development Ordinance (UDO).*

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

Emergency Justification:

Fiscal Impact:

Council Action:

Department / Contact Community Development /

REVIEWERS

Tom Scannell
Jeremy Cover
Zachary Walker
Susanne Holland

ATTACHMENTS:

1. Resolution Jackson Place PP 24-310-05
2. Staff Report 24-310-05
3. Cover Letter
4. App Final - Jackson Place
5. New PDPS 240724- JACKSON PLACE
6. Duplex One
7. Duplex Two
8. Comp Plan Map
9. Zoning Map
10. Planning Commission Meeting Minutes 9-10-24

BILL NO. _____

RESOLUTION NO. _____

A RESOLUTION APPROVING THE PRELIMINARY PLAT FOR JACKSON PLACE IN INDEPENDENCE, MISSOURI.

WHEREAS, the City is in receipt of an application for a preliminary plat located southwest of the intersection of Jackson Drive and R.D. Mize Road; and,

WHEREAS, on September 10, 2024, the Planning Commission recommended approval of the application by a vote of 7-0; and,

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

WHEREAS, the City Council rendered a decision to approve the Preliminary Plat of the said property; and,

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

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

SECTION 1. That the preliminary plat for Jackson Place located Southwest of the intersection of Jackson Drive and R.D. Mize Road, and being;

All that part of the West Half of the Southwest Quarter of Section 16 Township 49 North, Range 31 West, in the City of Independence, Jackson County, Missouri, more particularly described as follows:

Commencing at the Northwest corner of the Southwest Quarter of said Section 16; thence South 88 degrees 14 minutes 08 seconds West, along the North line of said Southwest Quarter, a distance of 498.57 feet; thence South 01 degrees 45 minutes 52 seconds West, a distance of 49.94 feet to the South right-of-way line of East R. D. Mize Road, as now established and to the POINT OF BEGINNING; thence South 82 Degrees 54 minutes 09 seconds West, along said South right-of-way line, a distance of 97.76 feet; thence South 88 degrees 09 minutes 33 seconds, continuing along said right-of-way line, a distance of 175.36 feet; thence South 36 degrees 54 minutes 45 seconds East, continuing along said South right-of-way line, a distance of 44.04 feet to the West right-of-way line of South Jackson Drive, as now established; thence South 02 degrees 39 minutes 48 seconds West, along the West right-of-way line of said South Jackson Drive, a distance of 186.00 feet to a point of curvature; thence Southerly, continuing along said West right-of-way line and along a curve to the right, having a radius of 650.00 feet and a central angle of 009 degrees 12 minutes 25 seconds, an arc distance of 104.45 feet to a point of tangency; thence South 11 degrees 52 minutes 14 seconds West, continuing along said West right-of-way line, a distance of 98.82 feet to a point of curvature; thence Southerly,

continuing along said West right-of-way line and along a curve to the left, having a radius of 750.00 feet and a central angle of 009 degrees 19 minutes 40 seconds, an arc distance of 122.10 feet to a point of tangency; thence South 02 degrees 32 minutes 35 seconds West, continuing along said West right-of-way line, a distance of 795.53 feet to a point of curvature; thence Southerly and Southwesterly, continuing along said West right-of-way line and along a curve to the right, having a radius of 650.00 feet and a central angle of 053 degrees 43 minutes 36 seconds, an arc distance of 609.51 feet to a point hereinafter referred to as Point "A"; thence North 02 degrees 31 minutes 47 seconds East, a distance of 1868.24 feet to the POINT OF BEGINNING. Containing 465,624 square feet or 10.689 acres, more or less.

Also, Commencing at the aforesaid Point A; thence South 02 degrees 31 minutes 47 seconds West, a distance of 120.35 feet to the East right-of-way line of said South Jackson Drive and to the POINT OF BEGINNING; thence Northeasterly and Northerly, along said East right-of-way line and along a curve to the left, having a radius of 750.00 feet, and whose initial tangent bearing is North 61 degrees 41 minutes 34 seconds East, and a central angle of 056 degrees 53 minutes 41 seconds, an arc distance of 744.75 feet; thence South 85 degrees 12 minutes 29 seconds East, a distance of 34.03 feet; thence South 02 degrees 31 minutes 47 seconds West, a distance of 1229.44 feet to the South line of the Southwest Quarter of said Section 16; thence North 88 degrees 30 minutes 16 seconds West, along the South line of said Southwest Quarter, a distance of 399.03 feet; thence North 02 degrees 31 minutes 47 seconds East, a distance of 623.70 feet to the POINT OF BEGINNING. Containing 336,670 square feet or 7.729 acres, more or less.

Be and the same is hereby approved with the conditions listed below:

1. The preliminary plat approval is subject to approval of the rezoning Case 24-100-19 – Rezoning – Jackson Drive & R.D. Mize Road – A request by Jim Pollard to rezone the property from C-2 (General Commercial) and R-6 (Single Family Residential) to C-2 (General Commercial) and R-12 (Two-Family Residential).
2. Provide a revised drawing labeled Preliminary Plat (instead of Preliminary Development Plan) showing all the items required for a Final Plat, except addresses and signature blocks, plus all structures, improvements, berms, landscaping and driveways and sidewalks.
3. A copy of the CC&R’s shall be recorded with the First Final Plat and include the maintenance of the berms and required landscaping.
4. A berm and associated landscaping per the UDO shall be provided in the rear yards of the lots abutting the Jackson Drive rights-of-way. Responsibility and descriptions of the earth work and plantings shall be described in the CC&R’s required to be recorded with the first Final Plat. Further, these improvements will be indicated on all of the plot plans. A recorded deed restrictions or other type of guarantee will be necessary to prevent the required berm screening from being removed.
5. The development shall meet the parking requirements of City Code Section 14-501-05 while not obstructing sidewalks. Paved area of front and side yards shall meet City Code Section 14-501-10-B.
6. The development entrances shall meet minimum sight distance requirements prior to recording of the First Final Plat.

7. Lots encroaching on the flood plain shall require development floodplain permits and compliance to City FEMA regulations. Adherence to stream buffer setbacks shall be required.
8. This preliminary plat has not been reviewed for final engineering design compliance. All development engineering must be designed in accordance with City of Independence standards and specifications prior to approval of the final plat.

A copy of said preliminary plat is attached hereto and forms a part of this resolution as though fully set forth herein.

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

INDEPENDENCE
★ COMMUNITY DEVELOPMENT ★

Planning Commission
Staff Report

MEETING DATE: September 10, 2024 **STAFF:** Brian L. Harker, Senior Planner

PROJECT NAME: Jackson Place

CASE NUMBER/REQUEST: **Case 24-310-05 – Jackson Drive and RD Mize Road – Jackson Place Preliminary Plat –** A request by James Pollard for a Preliminary Plat called Jackson Place located at Jackson Drive and RD Mize Road

APPLICANT: James Pollard

PROPERTY LOCATION: Southwest Corner of Jackson Drive and RD Mize Road

SURROUNDING ZONING/LAND USE:

North:	C-2 (General Commercial)…undeveloped lots
East:	R-6 (Single-Family Residential)…single-family houses
	C-3 (Service Commercial)…undeveloped wooded tract
South:	R-6 (Single-Family Residential)…undeveloped tract
West:	R-30/PUD (High Density Residential/Planned Unit Development)…developing subdivions

FURTHER ACTION:
Following action by the Planning Commission, this preliminary plat request is scheduled for resolution consideration by the City Council on October 21, 2024.

RECOMMENDATION

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

1. The preliminary plat approval is subject to approval of the rezoning Case 24-100-**19 – Rezoning – Jackson Drive & R.D. Mize Road –** A request by Jim Pollard to rezone the property from C-2 (General Commercial) and R-6 (Single Family Residential) to C-2 (General Commercial) and R-12 (Two-Family Residential).
2. Provide a revised drawing labeled Preliminary Plat (instead of Preliminary Development Plan) showing all the items required for a Final Plat, except addresses and signature blocks, plus all structures, improvements, berms, landscaping and driveways and sidewalks.
3. A copy of the CC&R's shall be recorded with the First Final Plat and include the maintenance of the berms and required landscaping.
4. A berm and associated landscaping per the UDO shall be provided in the rear yards of the lots abutting the Jackson Drive rights-of-way. Responsibility and descriptions of the earth work and plantings shall be described in the CC&R's required to be recorded with the first Final Plat. Further, these improvements will be indicated on all of the plot plans. A recorded deed restrictions or other type of guarantee will be necessary to prevent the required berm screening from being removed.

5. The development shall meet the parking requirements of City Code Section 14-501-05 while not obstructing sidewalks. Paved area of front and side yards shall meet City Code Section 14-501-10-B.
6. The development entrances shall meet minimum sight distance requirements prior to recording of the First Final Plat.
7. Lots encroaching on the flood plain shall require development floodplain permits and compliance to City FEMA regulations. Adherence to stream buffer setbacks shall be required.
8. This preliminary plat has not been reviewed for final engineering design compliance. All development engineering must be designed in accordance with City of Independence standards and specifications prior to approval of the final plat.

PROJECT DESCRIPTION & BACKGROUND INFORMATION

PROJECT DESCRIPTION: A request by James Pollard for Preliminary Plat approval of Jackson Place located at Jackson Drive and RD Mize Road

Current Zoning:	C-2 (General Commercial) and R-6 (Single-Family Residential)	**Proposed Zoning:**	C-2 (General Commercial) and R-12 (Two-Family Residential)
Current Use:	Vacant tracts		

PROPOSAL:
This preliminary plat includes 1 commercial lot at the corner of RD Mize and Jackson and 33 duplex lots along with 5 common area tracts. Each residential unit will have a sprinkler system and there will be a homeowners association established which will maintain the yards and common areas. The townhomes will be offered for sale and priced at approximately $450,000 and $225,000 per side.

PHYSICAL CHARACTERISTICS OF PROPERTY:
The proposed development has a fairly flat topography. The existing narrow tracts located northwest and southeast of an “S” curve in Jackson Drive will contain two, dead-end streets ending in cul-de-sacs. Duplexes with two and four car driveways will line those streets. Berms and landscaping will provide some screening from the rights-of-way.

CHARACTERISTICS OF THE AREA:
To the east of the properties, across Jackson Drive, set single-family houses on R-6 zoned lots. The multiple-family development to the west, Arabella, has yet to be completed. To the north and northeast are undeveloped tracts and a wooded lot zoned C-2 and C-3. Undeveloped woodland lies along the railroad tracks to the south and is zoned R-6.

ANALYSIS

Platting:
In addition to configuring the rights-of-ways and utility easements, the future commercial lot abutting R.D. Mize Road will contract in size, confined north of the north stream buffer.

We need a revised drawing labeled Preliminary Plat showing all the items required for a Final Plat, except addresses and signature blocks, plus all structures, improvements, berms, landscaping and driveways.

Historic and Archeological Sites:
There are no apparent historic or archeological issues with this property.

Public Utilities:
All utility services are adjacent to rights-of-way or nearby. There are water and electric mains in the new development to the west and in RD Mize Road and Jackson Drive rights-of-way. There are sanitary mains in the new development to the west, in the RD Mize right-of-way and along the creek south of the southern tract.

Floodplain/Stream Buffer:
Portions of the northern and southern tracts, along the two streams crossing them, are in federal designated floodplains.

There is a second-order stream located within the north tract and a third order stream located within the south tract. Second-order streams shall have a minimum average buffer width of 105-feet on each side, with streamside zone of 35-feet, a middle zone of 45-feet, and an outer zone of 25-feet. Third-order streams shall have a minimum average buffer width of 125-feet on each side, with a stream side zone of 35-feet, a middle zone of 65-feet, and an outer zone of 25-feet.

Elevations:
The applicant's application indicates two styles of duplex, one to be used with the northern tract and another with the southern tract.

Driveways and Sidewalks:
Each duplex unit will have one garage, but each duplex structure will either have a two or four-car wide driveway creating as many as five parking spaces per unit on the side of the two street segments not having sidewalks and three parking spaces for some units on the sides that will have sidewalks. This will help to keep street parking at a minimum.

Streets and Access:
The two tract areas will be accessed by two dead-end rights-of-way squaring with Jackson Drive at a right angle where an existing break in the median is midway along the "S" curve. The location of the duplex on Lot 13 could lead to sight distance concerns. The development entrances shall meet minimum sight distance requirements prior to recording of the First Final Plat.

Landscaping:
A berm and associated landscaping per the UDO will be provided in the rear yards of the lots abutting the Jackson Drive rights-of-way. Responsibility and descriptions of the earth work and plantings shall be described in the CC&R's required to be recorded with the first Final Plat. Further, these improvements will be indicated on all of the plot plans.

Covenants (CC&R's):
A copy of the CC&R's will be recorded with the First Final Plat.

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

REVIEW CRITERIA

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

1. **Compliance with environmental and health laws and regulations concerning water and air pollution, solid waste disposal, water supply facilities, community or public sewage disposal, and, where applicable, individual systems for sewage disposal.**
   The proposed development is in compliance with environmental and health laws and regulations concerning water and air pollution, solid waste disposal, water supply facilities, community or public sewage disposal, and, where applicable, individual systems for sewage disposal (although mirror adjustments to how stormwater is directed through the stream buffers may be needed).

   Prior to allowing work to commence, staff needs a No-Rise Letter that certifies that the engineer's calculations deem there to be no adverse impact/rise to the base flood elevation (BFE).

2. **Availability of water that meets applicable fire flow requirements and is sufficient for the reasonably foreseeable needs of the subdivision;**
   Water observes that previous water main layout review mark-ups and comments have been incorporated into this Site Plan and that Engineering Plans for the Water Main Extensions (Plan & Profile) will be required. The proposed hydrant locations will be reviewed and approved by Independence Fire Department and Municipal Services. Each building unit will need to have its own separate water service (tap onto main, curb valve & meter pit). A re-routed the northern water main will avoid the landscape berm.

3. **Availability and accessibility of utilities;**
   There are water and electric mains in the new development to the west and in RD Mize Road and Jackson Drive rights-of-way.

4. **Availability and accessibility of public services such as schools, police and fire protection, transportation, recreation facilities, and parks;**
   Adjacent arterial streets, and a nearby parkway, will provide rapid connection to the above services and amenities.

5. **Consistency with the zoning district regulations;**
   The proposed lots conform to those required for an R-12 (Two-Family Residential) zoned subdivision.

6. **Conformity with the Major Thoroughfare Plan;**
   The use is sited along two arterial streets that carry both car and truck traffic.

7. **Effect of the proposed subdivision on existing public streets and the need for new streets or highways to serve the subdivision;**
   The rezoning should have no detrimental effect on area properties. The rezoning creates a transition zone between R-30/PUD zoning and R-6 zoning.

8. **Physical land characteristics, such as floodplain, slope, soil, and elevation differentials with abutting properties;**
   The property is quite flat, and has some floodplain areas and streams with stream buffer zones, making drainage an issue while still manageable.

9. **Recommendations and comments of the Development Review Committee and other reviewing agencies;**
   If rezoning is denied, it is likely the property will not be developed for single-family residential uses.

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

The proposed development is in compliance with those plans.

11. **Compliance with this development ordinance and all other applicable regulations.**
    The proposed development (developed as conditioned) will meet the requirements of the Unified Development Ordinance (UDO).

EXHIBITS

1. Narrative
2. Application
3. Preliminary Plat
4. Duplex One
5. Duplex Two
6. Comprehensive Plan map
7. Zoning map

Project Name: Jackson Place

Applicant: Jim Pollard
Request: Rezone approximately 18 acres from R-6 to R-12 P.U.D

I am requesting rezoning of approximately 18 acres on Jackson Drive from R-6 to R-12 PUD to build 33 townhomes. Please find enclosed pictures of the building proposed to be built.

Each unit will have a sprinkler system and there will be a homeowners association established which will maintain the yards and common areas.

The townhomes will b offered for sale and priced at approximately $450,000 and $225,000 per side.

Legal description is on the preliminary development plan.

If you have any questions please feel free to contact Jim Pollard 816-686-8800.

INDEPENDENCE
MISSOURI

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

Jackson Place
Project Name

Jackson Drive at R.D.Mize Drive
Project Address/Location

3300/Duplex	16.17 (Lots & Tracts)	33/5	Yes
Sq. Ft. of Building	Acreage	Number of Lots/Tracts	Steam Buffer (Yes or No)
GC & R-6	C-2 &R-12	Vacant	MF Duplexes
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

Jim Pollard	N/A
Name	Company
303 S. Crenshaw Road, Independence, MO 64057	
Address	
816-686-8800	jim10dreams68@gmail.com
Phone	Email

Owner

Same As Applicant	
Name	Company
Address	
Phone	Email

Architect/Engineer/Surveyor/Other:

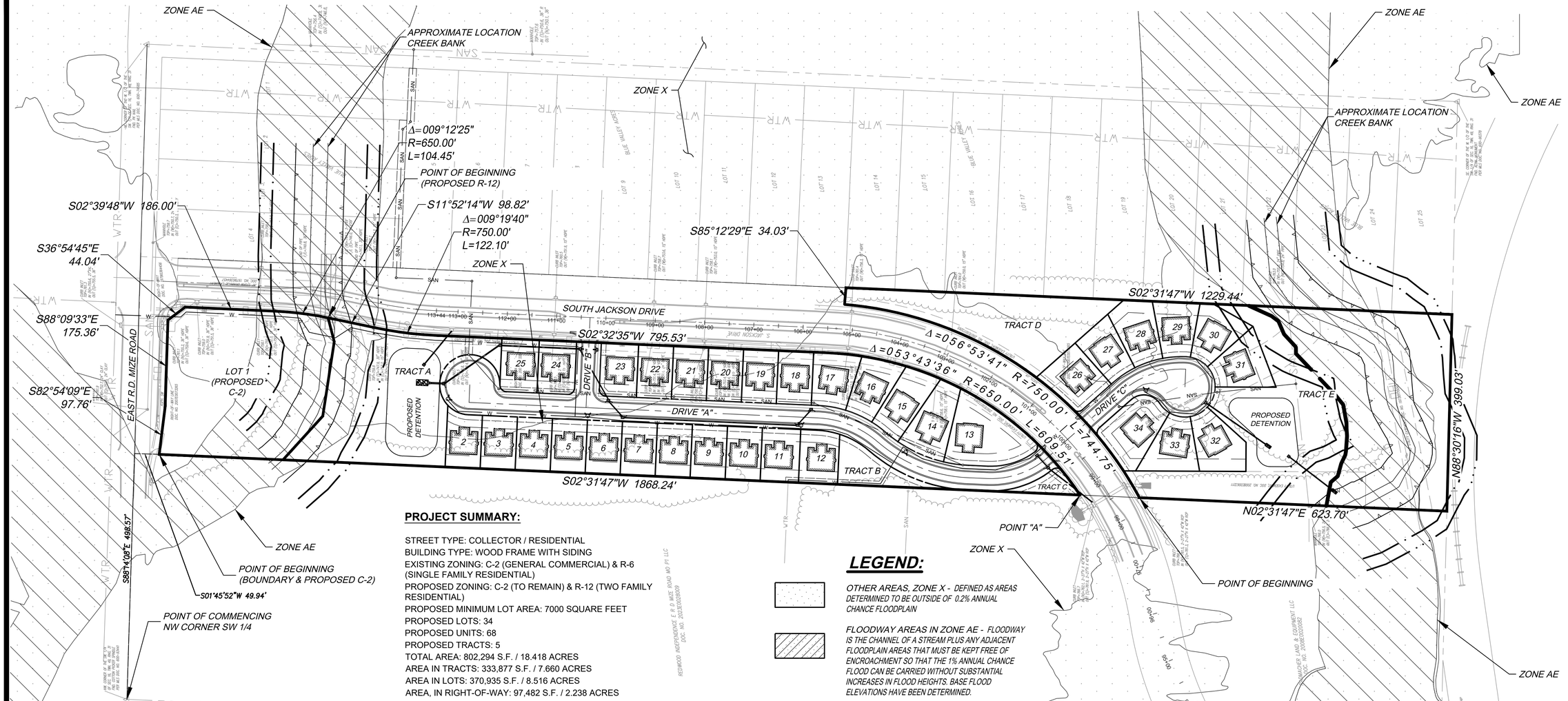
Kevin Sterrett	Hg Consult, Inc.
Name	Company
1533 Locust Street, Kansas City, MO 64108	
Address	
816-703-7098	ksterrett@hgcons.com
Phone	Email

Architect/Engineer/Surveyor/Other:

Name	Company
Address	
Phone	Email

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

Applicant’s Signature	Date	Owner’s Signature	Date



PROJECT SUMMARY:

STREET TYPE: COLLECTOR / RESIDENTIAL
BUILDING TYPE: WOOD FRAME WITH SIDING
EXISTING ZONING: C-2 (GENERAL COMMERCIAL) & R-6 (SINGLE FAMILY RESIDENTIAL)
PROPOSED ZONING: C-2 (TO REMAIN) & R-12 (TWO FAMILY RESIDENTIAL)
PROPOSED MINIMUM LOT AREA: 7000 SQUARE FEET
PROPOSED LOTS: 34
PROPOSED UNITS: 68
PROPOSED TRACTS: 5
TOTAL AREA: 802,294 S.F. / 18.418 ACRES
AREA IN TRACTS: 333,877 S.F. / 7.660 ACRES
AREA IN LOTS: 370,935 S.F. / 8.516 ACRES
AREA, IN RIGHT-OF-WAY: 97,482 S.F. / 2.238 ACRES

LEGEND:

OTHER AREAS, ZONE X - DEFINED AS AREAS DETERMINED TO BE OUTSIDE OF 0.2% ANNUAL CHANCE FLOODPLAIN

FLOODWAY AREAS IN ZONE AE - FLOODWAY IS THE CHANNEL OF A STREAM PLUS ANY ADJACENT FLOODPLAIN AREAS THAT MUST BE KEPT FREE OF ENCROACHMENT SO THAT THE 1% ANNUAL CHANCE FLOOD CAN BE CARRIED WITHOUT SUBSTANTIAL INCREASES IN FLOOD HEIGHTS. BASE FLOOD ELEVATIONS HAVE BEEN DETERMINED.

LEGAL DESCRIPTION (BOUNDARY):

All that part of the West Half of the Southwest Quarter of Section 16 Township 49 North, Range 31 West, in the City of Independence, Jackson County, Missouri, more particularly described as follows:

Commencing at the Northwest corner of the Southwest Quarter of said Section 16; thence South 88 degrees 14 minutes 08 seconds West, along the North line of said Southwest Quarter, a distance of 498.57 feet; thence South 01 degrees 45 minutes 52 seconds West, a distance of 49.94 feet to the South right-of-way line of East R. D. Mize Road, as now established and to the POINT OF BEGINNING; thence South 82 Degrees 54 minutes 09 seconds West, along said South right-of-way line, a distance of 97.76 feet; thence South 88 degrees 09 minutes 33 seconds, continuing along said right-of-way line, a distance of 175.36 feet; thence South 36 degrees 54 minutes 45 seconds East, continuing along said South right-of-way line, a distance of 44.04 feet to the West right-of-way line of South Jackson Drive, as now established; thence South 02 degrees 39 minutes 48 seconds West, along the West right-of-way line of said South Jackson Drive, a distance of 186.00 feet to a point of curvature; thence Southerly, continuing along said West right-of-way line and along a curve to the right, having a radius of 650.00 feet and a central angle of 009 degrees 12 minutes 25 seconds, an arc distance of 104.45 feet to a point of tangency; thence South 11 degrees 52 minutes 14 seconds West, continuing along said West right-of-way line, a distance of 98.82 feet to a point of curvature; thence Southerly, continuing along said West right-of-way line and along a curve to the left, having a radius of 750.00 feet and a central angle of 009 degrees 19 minutes 40 seconds, an arc distance of 122.10 feet to a point of tangency; thence South 02 degrees 32 minutes 35 seconds West, continuing along said West right-of-way line, a distance of 795.53 feet to a point of curvature; thence Southerly and Southwesterly, continuing along said West right-of-way line and along a curve to the right, having a radius of 650.00 feet and a central angle of 053 degrees 43 minutes 36 seconds, an arc distance of 609.51 feet to a point hereinafter referred to as Point "A"; thence North 02 degrees 31 minutes 47 seconds East, a distance of 1868.24 feet to the POINT OF BEGINNING. Containing 465,624 square feet or 10.689 acres, more or less.

Also, Commencing at the aforesaid Point A; thence South 02 degrees 31 minutes 47 seconds West, a distance of 120.35 feet to the East right-of-way line of said South Jackson Drive and to the POINT OF BEGINNING; thence Northeasterly and Northerly, along said East right-of-way line and along a curve to the left, having a radius of 750.00 feet, and whose initial tangent bearing is North 61 degrees 41 minutes 34 seconds East, and a central angle of 056 degrees 53 minutes 41 seconds, an arc distance of 744.75 feet; thence South 85 degrees 12 minutes 29 seconds East, a distance of 34.03 feet; thence South 02 degrees 31 minutes 47 seconds West, a distance of 1229.44 feet to the South line of the Southwest Quarter of said Section 16; thence North 88 degrees 30 minutes 16 seconds West, along the South line of said Southwest Quarter, a distance of 399.03 feet; thence North 02 degrees 31 minutes 47 seconds East, a distance of 623.70 feet to the POINT OF BEGINNING. Containing 336,670 square feet or 7.729 acres, more or less.

LEGAL DESCRIPTION (PROPOSED R-12):

All that part of the West Half of the Southwest Quarter of Section 16 Township 49 North, Range 31 West, in the City of Independence, Jackson County, Missouri, more particularly described as follows:

Commencing at the Northwest corner of the Southwest Quarter of said Section 16; thence South 88 degrees 14 minutes 08 seconds West, along the North line of said Southwest Quarter, a distance of 498.57 feet; thence South 01 degrees 45 minutes 52 seconds West, a distance of 49.94 feet to the South right-of-way line of East R. D. Mize Road, as now established; thence South 82 Degrees 54 minutes 09 seconds West, along said South right-of-way line, a distance of 97.76 feet; thence South 88 degrees 09 minutes 33 seconds, continuing along said right-of-way line, a distance of 175.36 feet; thence South 36 degrees 54 minutes 45 seconds East, continuing along said South right-of-way line, a distance of 44.04 feet to the West right-of-way line of South Jackson Drive, as now established; thence South 02 degrees 39 minutes 48 seconds West, along the West right-of-way line of said South Jackson Drive, a distance of 186.00 feet to a point of curvature; thence Southerly, continuing along said West right-of-way line and along a curve to the right, having a radius of 650.00 feet and a central angle of 009 degrees 12 minutes 25 seconds, an arc distance of 104.45 feet to a point of tangency and the POINT OF BEGINNING; thence South 11 degrees 52 minutes 14 seconds West, continuing along said West right-of-way line, a distance of 98.82 feet to a point of curvature; thence Southerly, continuing along said West right-of-way line and along a curve to the left, having a radius of 750.00 feet and a central angle of 009 degrees 19 minutes 40 seconds, an arc distance of 122.10 feet to a point of tangency; thence South 02 degrees 32 minutes 35 seconds West, continuing along said West right-of-way line, a distance of 795.53 feet to a point of curvature; thence Southerly and Southwesterly, continuing along said West right-of-way line and along a curve to the right, having a radius of 650.00 feet and a central angle of 053 degrees 43 minutes 36 seconds, an arc distance of 609.51 feet to a point hereinafter referred to as Point "A"; thence North 02 degrees 31 minutes 47 seconds East, a distance of 1617.03 feet; thence South 47 degrees 43 minutes 52 seconds East, a distance of 119.71 feet; thence South 81 degrees 12 minutes 48 seconds East, a distance of 152.68 feet; thence North 75 degrees 27 minutes 24 seconds East, a distance of 50.11 feet to the POINT OF BEGINNING. Containing 371,428 square feet or 8.527 acres, more or less.

Also, Commencing at the aforesaid Point A; thence South 02 degrees 31 minutes 47 seconds West, a distance of 120.35 feet to the East right-of-way line of said South Jackson Drive and to the POINT OF BEGINNING; thence Northeasterly and Northerly, along said East right-of-way line and along a curve to the left, having a radius of 750.00 feet, and whose initial tangent bearing is North 61 degrees 41 minutes 34 seconds East, and a central angle of 056 degrees 53 minutes 41 seconds, an arc distance of 744.75 feet; thence South 85 degrees 12 minutes 29 seconds East, a distance of 34.03 feet; thence South 02 degrees 31 minutes 47 seconds West, a distance of 1229.44 feet to the South line of the Southwest Quarter of said Section 16; thence North 88 degrees 30 minutes 16 seconds West, along the South line of said Southwest Quarter, a distance of 399.03 feet; thence North 02 degrees 31 minutes 47 seconds East, a distance of 623.70 feet to the POINT OF BEGINNING. Containing 336,670 square feet or 7.729 acres, more or less.

LEGAL DESCRIPTION (PROPOSED C-2):

All that part of the West Half of the Southwest Quarter of Section 16 Township 49 North, Range 31 West, in the City of Independence, Jackson County, Missouri, more particularly described as follows:

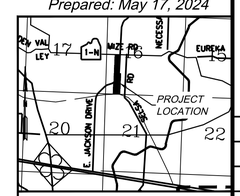
Commencing at the Northwest corner of the Southwest Quarter of said Section 16; thence South 88 degrees 14 minutes 08 seconds West, along the North line of said Southwest Quarter, a distance of 498.57 feet; thence South 01 degrees 45 minutes 52 seconds West, a distance of 49.94 feet to the South right-of-way line of East R. D. Mize Road, as now established and to the POINT OF BEGINNING; thence South 82 Degrees 54 minutes 09 seconds West, along said South right-of-way line, a distance of 97.76 feet; thence South 88 degrees 09 minutes 33 seconds, continuing along said right-of-way line, a distance of 175.36 feet; thence South 36 degrees 54 minutes 45 seconds East, continuing along said South right-of-way line, a distance of 44.04 feet to the West right-of-way line of South Jackson Drive, as now established; thence South 02 degrees 39 minutes 48 seconds West, along the West right-of-way line of said South Jackson Drive, a distance of 186.00 feet to a point of curvature; thence Southerly, continuing along said West right-of-way line and along a curve to the right, having a radius of 650.00 feet and a central angle of 009 degrees 12 minutes 25 seconds, an arc distance of 104.45 feet; thence South 75 degrees 27 minutes 24 seconds West, a distance of 50.11 feet; thence North 81 degrees 12 minutes 48 seconds West, a distance of 152.68 feet; thence North 47 degrees 43 minutes 52 seconds West, a distance of 119.71 feet; thence North 02 degrees 31 minutes 47 seconds East, a distance of 251.21 feet to the POINT OF BEGINNING. Containing 94,196 square feet or 2.162 acres, more or less.

DEVELOPER
JIM POLLARD
3030 S. CRENSHAW ROAD
INDEPENDENCE, MISSOURI 64057
(816) 686-8800
CONTACT - JIM POLLARD

ENGINEER
Hg CONSULT, INC.
1411 NE TODD GEORGE RD.
LEE'S SUMMIT, MISSOURI 64086
(816) 703-7098
CONTACT - KEVIN STERRETT

0 100' 150' 200'
SCALE: 1"=100'

Prepared: May 17, 2024



VICINITY MAP
NOT TO SCALE

NO.	DATE	REVISION	BY	CK/APP
2	08/12/24	Revised per City comment letter 8/1/24	RKS	RKS
1	07/26/24	REVISED PER CITY COMMENTS	SPW	RKS
	05/17/24	SUBMIT TO CITY OF INDEPENDENCE	SPW	RKS

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STATE OF MISSOURI
RICHARD KEVIN STERRETT
NUMBER 2006040264
REGISTERED PROFESSIONAL ENGINEER

R. KEVIN STERRETT, MO E-26440
July 26, 2024

Hg Consult Inc engineers planners
1533 Locust Street, Kansas City, Missouri 64108
CORPORATE LICENSE No. E2010005573 (MO.) / E-1736 (KS.) / LS 2019005467

PRELIMINARY DEVELOPMENT PLAN
OVERALL SITE PLAN

JACKSON PLACE
PART OF THE SW¼ OF SECTION 16-T49N-R31W
CITY OF INDEPENDENCE, JACKSON COUNTY, MISSOURI

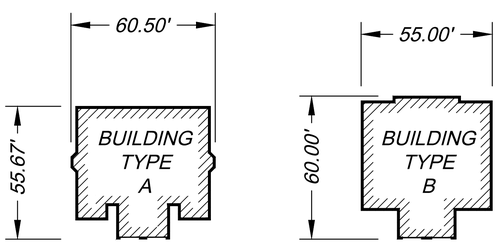
X-REF NO.
23-072 Base
DRAWING NO.
23-072PDPs
DATE
May 17, 2024
JOB NO.
23-072

C1.01

35' STREAM SIDE ZONE
45' MIDDLE ZONE
25' OUTER ZONE
APPROXIMATE LOCATION CREEK BANK
TO CONNECTION WITH SEWER MAIN ON SELSA ROAD
PROPOSED SANITARY LINE
PROPOSED WATER LINE
BERMS WITH MEDIUM IMPACT SCREEN (TYP)
JACKSON DRIVE
S. JACKSON DRIVE
E. RD MIZE ROAD
MATCH LINE
LOT 1 94196 S.F. 2.16 AC.
TRACT A 74734 S.F. 1.72 AC.
PROPOSED DETENTION
DRIVE "A"
DRIVE "B"
LOT 2 7886 S.F.
LOT 3 7656 S.F.
LOT 4 7655 S.F.
LOT 5 7655 S.F.
LOT 6 7655 S.F.
LOT 7 7655 S.F.
LOT 8 7654 S.F.
LOT 9 7654 S.F.
LOT 10 7654 S.F.
LOT 11 7654 S.F.
LOT 12 9168 S.F.
LOT 17 9248 S.F.
LOT 18 7647 S.F.
LOT 19 7647 S.F.
LOT 20 7648 S.F.
LOT 21 7649 S.F.
LOT 22 7654 S.F.
LOT 23 8128 S.F.
LOT 24 8128 S.F.
LOT 25 8135 S.F.
WATERLINE TIE IN WITH REDWOOD PROJECT
REDWOOD INDEPENDENCE E R D MIZE ROAD MO P1 LLC DOC. NO. 2023E0028009
NW. CORNER OF THE SW. 1/4 OF SEC. 16, TWN. 49, RNG. 31 FND. COTTON PICKER SPINDLE PER MLS DOC. NO. 600-53441

NOTES:

1. Lot 1 to be zoned as C-2.
2. Tract A to be used for storm water detention.
3. 25' B.L. = 25' Building Setback Line.
4. All driveways to meet the 40% maximum front yard pavement coverage allowance. Drives will be shown on plot plans at permit stage.
5. The berms, with medium impact buffer along Jackson Drive will be installed with each individual lot with final grading at the permit stage. Perpetual maintenance of the berm and screening on said lots to be noted in the HOA Covenants and Restrictions.



BUILDING DIMENSIONS
SCALE: 1"=20

SCALE: 1"=50'

ENGINEER
Hg CONSULT, INC.
1411 NE TODD GEORGE RD.
LEE'S SUMMIT, MISSOURI 64086
(816) 703-7098
CONTACT - KEVIN STERRETT

NO.	DATE	REVISION	BY	CK/APP
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STATE OF MISSOURI
RICHARD KEVIN STERRETT
NUMBER 2004
REGISTERED PROFESSIONAL ENGINEER

R. KEVIN STERRETT, MO E-26440
July 26, 2024

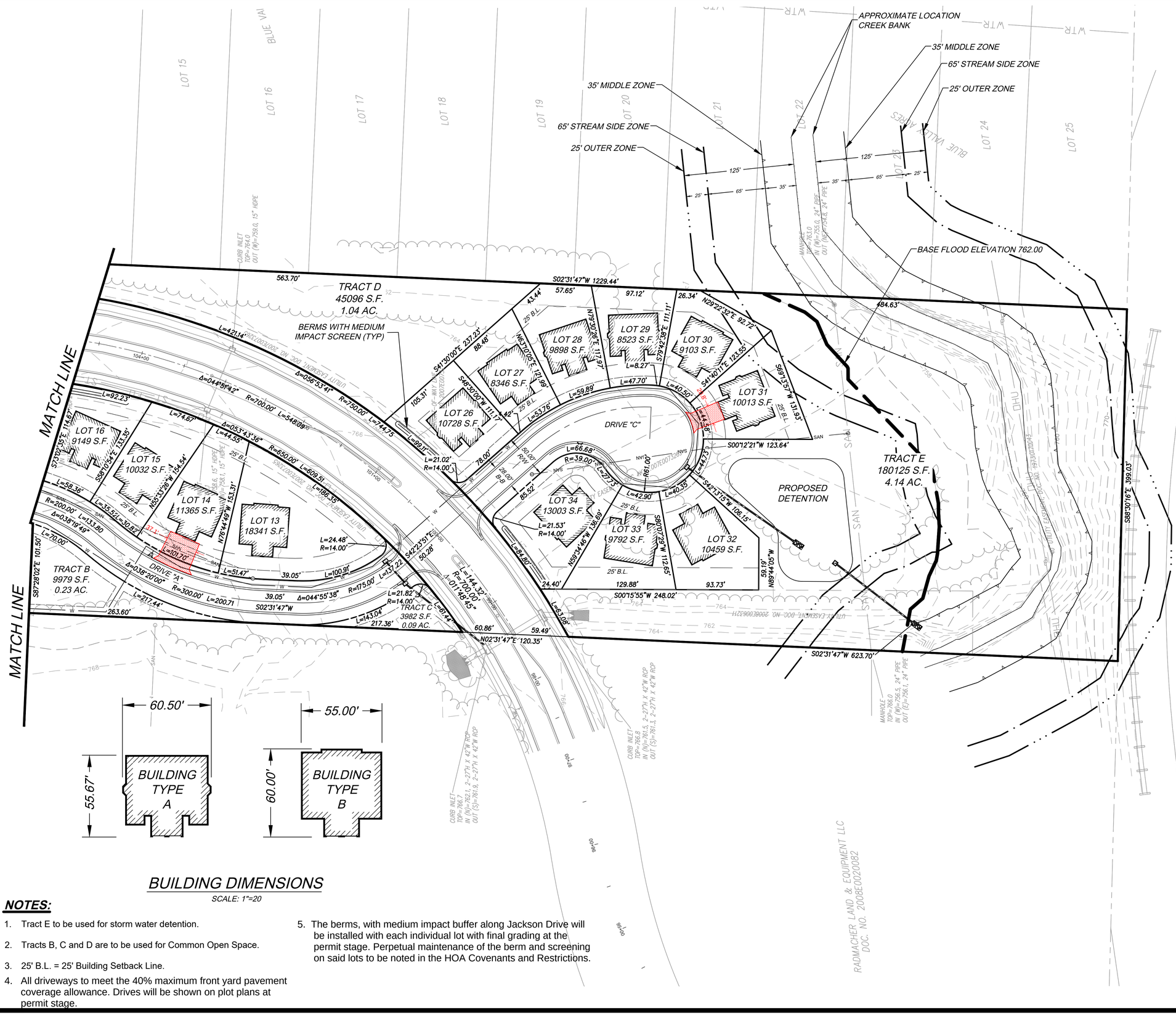
Hg Consult Inc engineers planners
1533 Locust Street, Kansas City, Missouri 64108
CORPORATE LICENSE No. E2010000573 (MO.) / E-1736 (KS.) / LS 2010005467

PRELIMINARY DEVELOPMENT PLAN
SITE DIMENSION PLAN NORTH

JACKSON PLACE
PART OF THE SW 1/4 OF SECTION 16-T49N-R31W
CITY OF INIDEPENDENCE, JACKSON COUNTY, MISSOURI

X-REF NO.
23-072 Base
DRAWING NO.
23-072PDPs
DATE
May 17, 2024
JOB NO.
23-072

C1.02



BUILDING DIMENSIONS

SCALE: 1"=20

NOTES:

1. Tract E to be used for storm water detention.
2. Tracts B, C and D are to be used for Common Open Space.
3. 25' B.L. = 25' Building Setback Line.
4. All driveways to meet the 40% maximum front yard pavement coverage allowance. Drives will be shown on plot plans at permit stage.
5. The berms, with medium impact buffer along Jackson Drive will be installed with each individual lot with final grading at the permit stage. Perpetual maintenance of the berm and screening on said lots to be noted in the HOA Covenants and Restrictions.

NO.	DATE	REVISION	BY	CK/APP
2	08/12/24	Revised per City comment letter 8/1/24	RKS	RKS
1	07/26/24	REVISED PER CITY COMMENTS	SPW	RKS
	05/17/24	SUBMIT TO CITY OF INDEPENDENCE	SPW	RKS

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STATE OF MISSOURI
RICHARD KEVIN STERRETT
NUMBER 2644
REGISTERED PROFESSIONAL ENGINEER

R. KEVIN STERRETT, MO E-26440
July 26, 2024

Consult Inc engineers planners
1533 Locust Street, Kansas City, Missouri 64108
CORPORATE LICENSE No. E2010005573 (MO.) / E-1736 (KS.) / LS 2019005467

PRELIMINARY DEVELOPMENT PLAN
SITE DIMENSION PLAN SOUTH

JACKSON PLACE

PART OF THE SW 1/4 OF SECTION 16-T49N-R31W
CITY OF INIDEPENDENCE, JACKSON COUNTY, MISSOURI

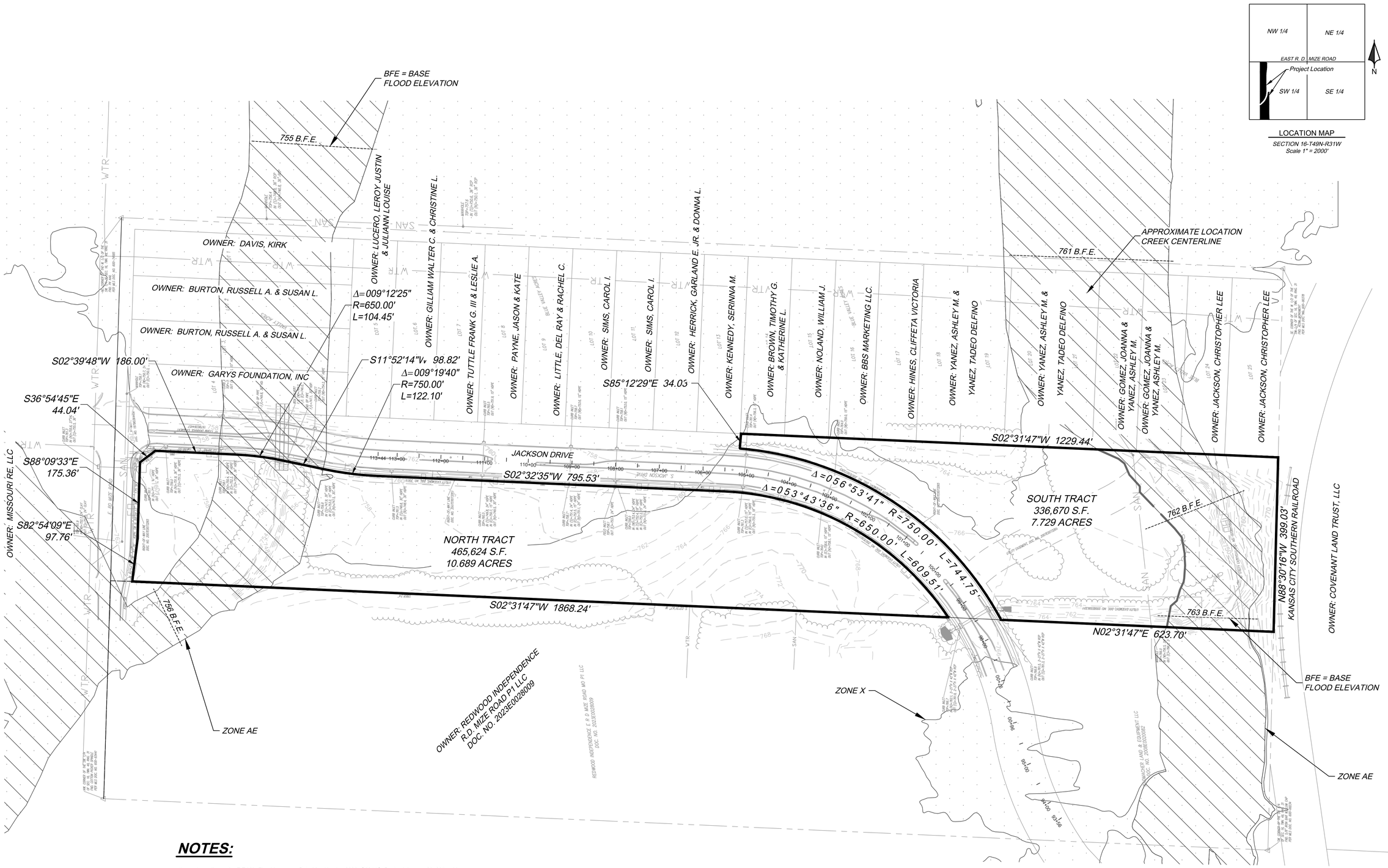
X-REF NO.
23-072 Base

DRAWING NO.
23-072PDPs

DATE
May 17, 2024

JOB NO.
23-072

C1.03



LOCATION MAP
SECTION 16-T49N-R31W
Scale 1" = 2000'

NOTES:

1. According to the F.E.MA. Flood Insurance Rate Map Number 29095C0311G, Revised January 20, 2017, this tract graphically lies in OTHER AREAS, ZONE X, defined as areas determined to be outside of 0.2% annual chance floodplain and ZONE AE, defined as the floodway is the channel of a stream plus any adjacent floodplain areas that must be kept free of encroachment so that the 1% annual chance flood can be carried without substantial increases in flood heights. Base flood elevations have been determined.

2. There are no oil or gas wells located on the subject property as of November 06, 2023 as shown by the Missouri Geological Survey GEOSTRAT (Geosciences Technical Resource Assessment Tool).

NO.	DATE	REVISION	BY	CK/APP
1	07/26/24	REVISED PER CITY COMMENTS	SPW	RKS
	05/17/24	SUBMIT TO CITY OF INDEPENDENCE	SPW	RKS

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STATE OF MISSOURI
RICHARD KEVIN STERRETT
NUMBER 2006
REGISTERED PROFESSIONAL ENGINEER

R. KEVIN STERRETT, MO E-26440
July 26, 2024

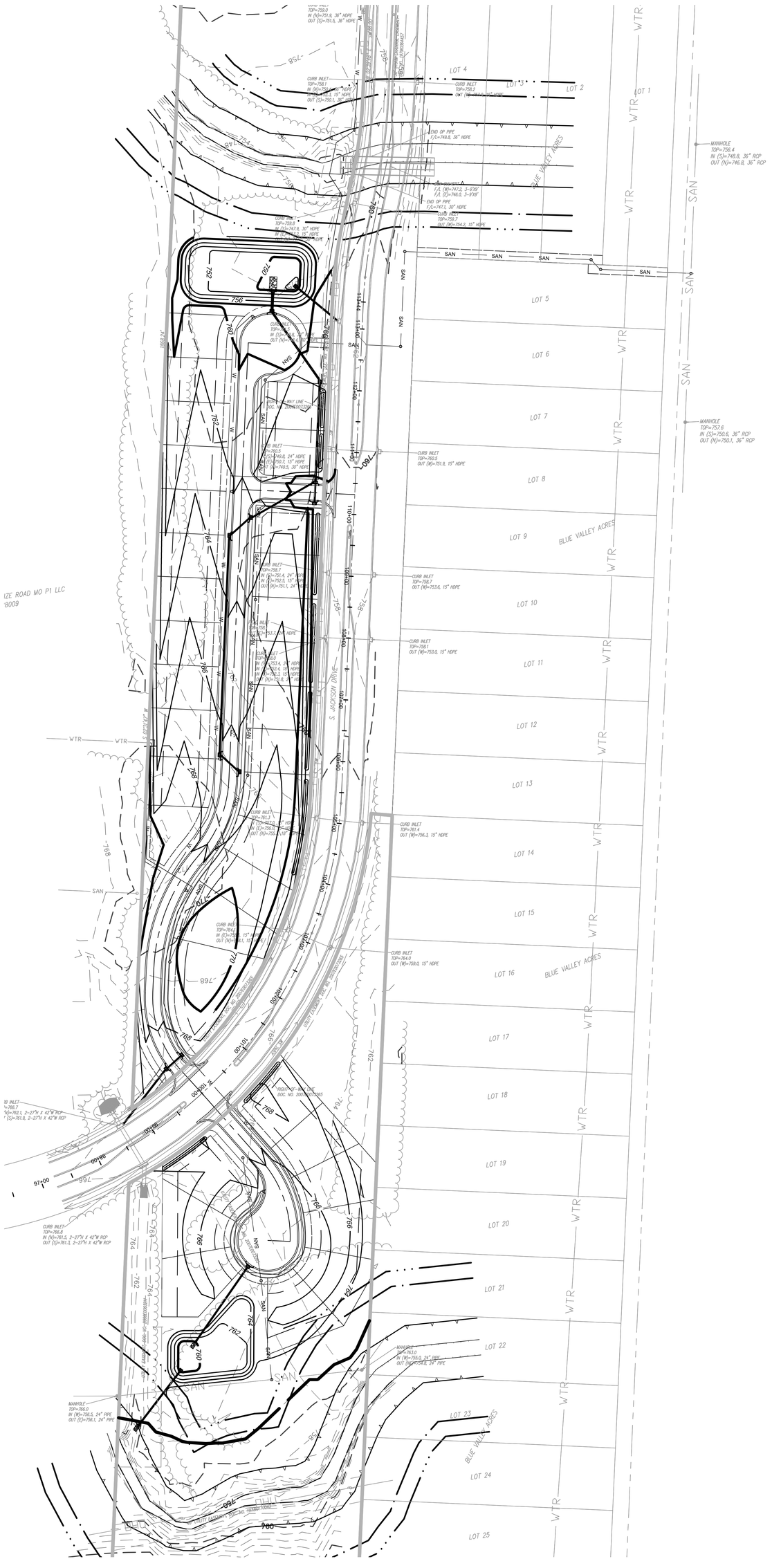
Consult Inc engineers planners
1533 Locust Street, Kansas City, Missouri 64108
CORPORATE LICENSE No. E2010005573 (MO.) / E-1736 (KS.) / LS 2019005467

PRELIMINARY DEVELOPMENT PLAN
EXISTING CONDITIONS

JACKSON PLACE

PART OF THE SW¼ OF SECTION 16-T49N-R31W
CITY OF INIDEPENDENCE, JACKSON COUNTY, MISSOURI

X-REF NO.	23-072 Base
DRAWING NO.	23-072PDPs
DATE	May 17, 2024
JOB NO.	23-072
	C1.04



PRELIMINARY DEVELOPMENT PLANS

SITE GRADING PLAN

JACKSON PLACE

PART OF THE SW ¼ OF SECTION 16-T49N-R31W
CITY OF INIDEPENDENCE, JACKSON COUNTY, MISSOURI

Consult Inc engineers planners
1533 Locust Street, Kansas City, Missouri 64108
CORPORATE LICENSE No. E201000573 (MO.) / E-1736 (KS.) / LS 2019005467

STATE OF MISSOURI — PROFESSIONAL ENGINEER
R. KEVIN STERRETT, MO E-26440
July 26, 2024

DATE	REVISION	NO.	BY	CK/APP
07/26/24	REVISED PER CITY COMMENTS	1	SPW	RKS
05/17/24	SUBMIT TO CITY OF INDEPENDENCE		SPW	RKS

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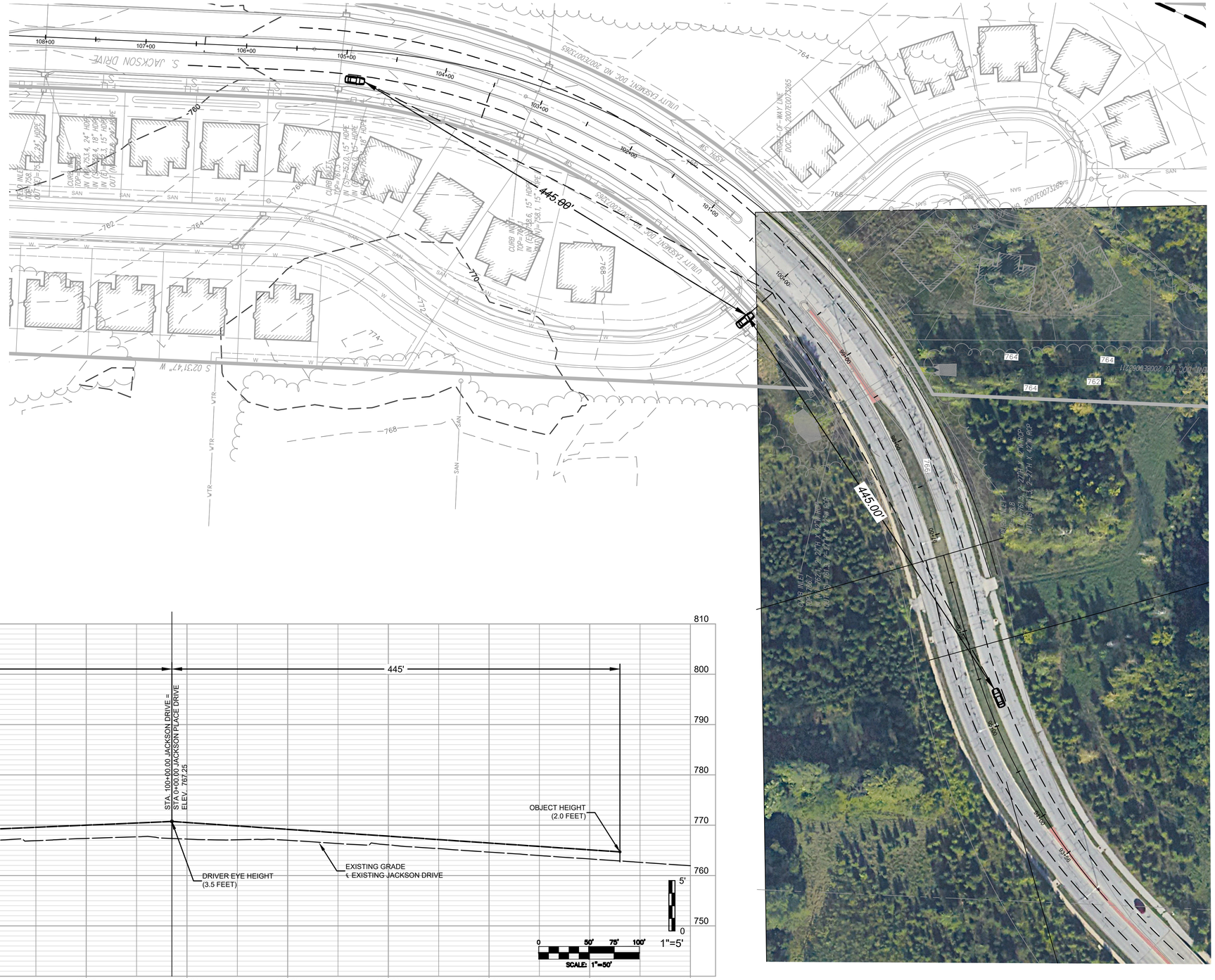
PROJECT No.	23-072
DRAWING No.	23-072PDPs
DATE	May 17, 2024
SHEET No.	23-072

C2.01

NOTES:

1. Per AASHTO the Stopping Sight Distance for a 40 MPH road is 445 feet.
2. No obstructions shall be allowed in Sight Distance area. No landscaping shall be installed to the North and South of South Entrance in Sight Distance area. Existing trees to south may need to be removed from Sight Distance area.


S. JACKSON DRIVE
445.00'
445.00'
S 02°31'47" W
UTILITY EASEMENT, DOC. NO. 2007E0073685
RIGHT-OF-WAY LINE DOC. NO. 2007E0073685
CURB INLET TOP=763.4, 24" HDPE IN (S)=753.4, 24" HDPE IN (E)=753.4, 18" HDPE IN (W)=753.3, 15" HDPE OUT (W)=753.2, 15" HDPE
CURB INLET TOP=763.6, 15" HDPE IN (S)=752.0, 15" HDPE IN (E)=752.1, 15" HDPE
CURB INLET TOP=763.6, 15" HDPE IN (S)=758.1, 15" HDPE IN (N)=758

0 80' 120' 160'

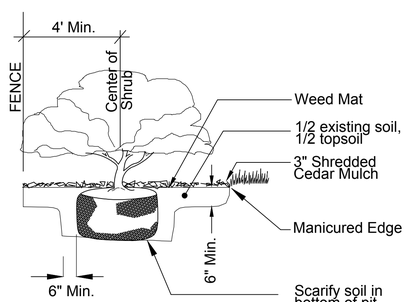
SCALE: 1"=80'

Shrub List

Symbol	Quantity	Common Name	Botanical Name	Size	Condition	Spacing
⊙ —	57	Seagreen Juniper	Juniperus Chinensis 'Seagreen'	18"-24"sp.	Cont.	3'o.c.
✳ —	155	Morning Light Maiden Grass	Miscanthos Sinensis 'Morning Light'	3 gal.	Cont.	3'o.c.
⊛ ——	76	Dwarf Winged Euonymus	Euonymus Alatus 'Compactus'	18"-24"sp.	Cont.	3 1/2'o.c.

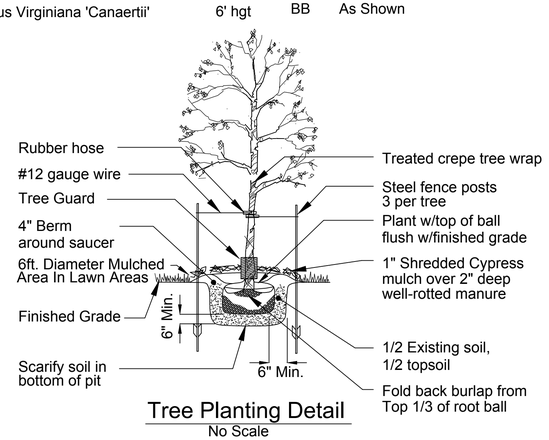
Tree List

Symbol	Quantity	Common Name	Botanical Name	Size	Condition	Spacing
+	5	River Birch	Betula Nigra 'Heritage'	2" cal	BB	As Shown
+	7	Swamp White Oak	Quercus Bicolor	2" cal	BB	As Shown
+	5	Skyline Honeylocust	Gleditsia Triacanthos 'Skyline'	2" cal	BB	As Shown
+	6	October Glory Maple	Acer Rubrum 'October Glory'	2" cal	BB	As Shown
⊕	15	Amur Maple	Acer Ginnala 'Flame'	1 1/2"cal	BB	As Shown
⊛	16	Prairiefire Crabapple	Malus Sp. 'Priariefire'	1 1/2"cal	BB	As Shown
✳	61	Canaert Juniper	Juniperus Virginiana 'Canaertii'	6' hgt	BB	As Shown



Shrub Bed & Parking Setback Detail

No Scale



Tree Planting Detail

No Scale

LANDSCAPE DATA
EAST SIDE OF JACKSON DRIVE 260' OF FRONTAGE
REQUIRED
MEDIUM IMPACT SCREEN
STREET TREES 1/500' = 1
ORNAMENTAL TREES 1/750' = 1
EVERGREEN TREES 1/300' = 1
SHRUBS 1/200' = 2

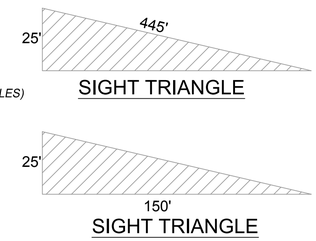
PROVIDED

2' BERM	*CONTINUOUS*
STREET TREES	*4*
ORNAMENTALS	*6*
EVERGREENS	*9*
SHRUBS	*57*

LANDSCAPE DATA
WEST SIDE OF JACKSON DRIVE 1,128' OF FRONTAGE
REQUIRED
MEDIUM IMPACT SCREEN
STREET TREES 1/500' = 22
ORNAMENTAL TREES 1/750' = 33
EVERGREEN TREES 1/300' = 66
SHRUBS 1/200' = 110

PROVIDED

2' BERM	*CONTINUOUS (SITE TRIANGLES)*
STREET TREES	*19 (SITE TRIANGLES)*
ORNAMENTALS	*25 (SITE TRIANGLES)*
EVERGREENS	*62 (SITE TRIANGLES)*
SHRUBS	*231 (SITE TRIANGLES)*



LANDSCAPE NOTES

CONTRACTOR REQUIRED TO LOCATE ALL UTILITIES BEFORE INSTALLATION TO BEGIN.

Contractor shall verify all landscape material quantities and shall report any discrepancies to the Landscape Architect prior to installation.

No plant material substitutions are allowed without Landscape Architect or Owners approval.

Contractor shall guarantee all landscape work and plant material for a period of one year from date of acceptance of the work by the Owner. Any plant material which dies during the one year guarantee period shall be replaced by the contractor during normal planting seasons.

Contractor shall be responsible for maintenance of the plants until completion of the job and acceptance by the Owner.

Successful landscape contractor shall be responsible for design that complies with minimum irrigation requirements, and installation of an irrigation system. Irrigation system to be approved by the owner before starting any installation.

All plant material shall be specimen quality stock as determined in the "American Standards For Nursery Stock" published by The American Association of Nurseryman, free of plant diseases and pest, of typical growth of the species and having a healthy, normal root system.

Sizes indicated on the plant list are the minimum, acceptable size. In no case will sizes less than specified be accepted.

All shrub beds within lawn areas to receive a manicured edge.

All shrub beds shall be mulched with 3" of shredded cedar mulch.

All sod areas to be fertilized & sodded with a Turf-Type-Tall Fescue seed blend.

All seed areas shall be hydro-seeded with a Turf-Type-Tall Fescue seed blend.

NO.	DATE	REVISION	BY	CK/APP
1	07/19/24	REVISED PER CITY COMMENTS	SYM	RKS
	05/17/24	SUBMIT TO CITY OF INDEPENDENCE	SYM	RKS

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STATE OF MISSOURI
GREGORY R. SYM
NUMBER
LANDSCAPE ARCHITECT
7/22/24

Consult Inc engineers planners
1533 Locust Street, Kansas City, Missouri 64108
CORPORATE LICENSE No. E2010000573 (MO.) / E-1736 (KS.) / LS 2019005467

PRELIMINARY DEVELOPMENT PLANS
OVERALL LANDSCAPE PLAN

JACKSON PLACE
PART OF THE SW $\frac{1}{4}$ OF SECTION 16-T49N-R31W
CITY OF INDEPENDENCE, JACKSON COUNTY, MISSOURI

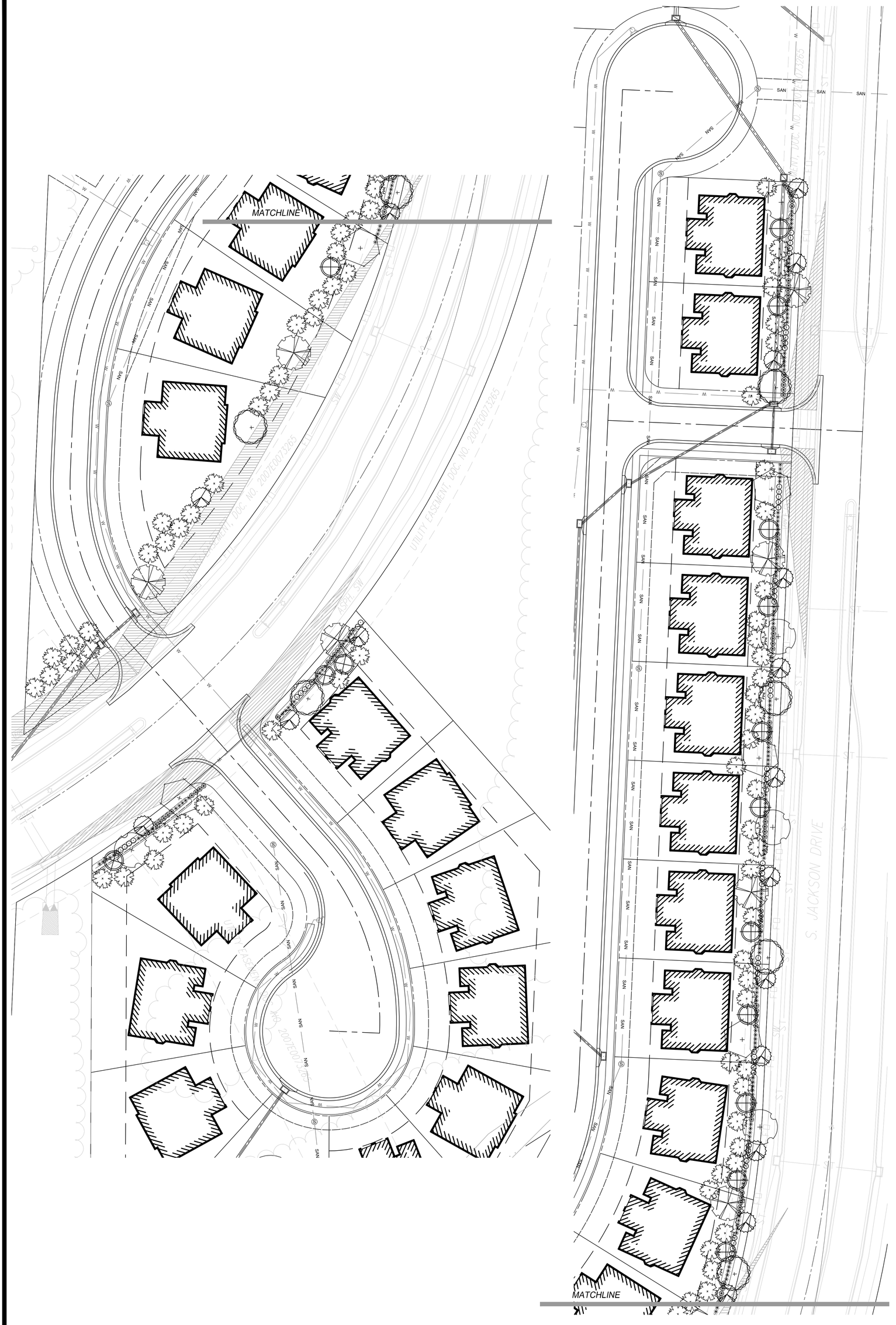
X-REF NO.
23-072 Base

DRAWING NO.
23-072PDPs

DATE
May 17, 2024

JOB NO.
23-072

C3.01



PRELIMINARY DEVELOPMENT PLANS
OVERALL LANDSCAPE PLAN

JACKSON PLACE

PART OF THE SW $\frac{1}{4}$ OF SECTION 16-T49N-R31W
CITY OF INIDEPENDENCE, JACKSON COUNTY, MISSOURI

Consult Inc engineers planners
1533 Locust Street, Kansas City, Missouri 64108
CORPORATE LICENSE No. E201000573 (MO.) / E-1736 (KS.) / LS 2019005467

DATE	REVISION	NO.	BY	CK/APP
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C3.02

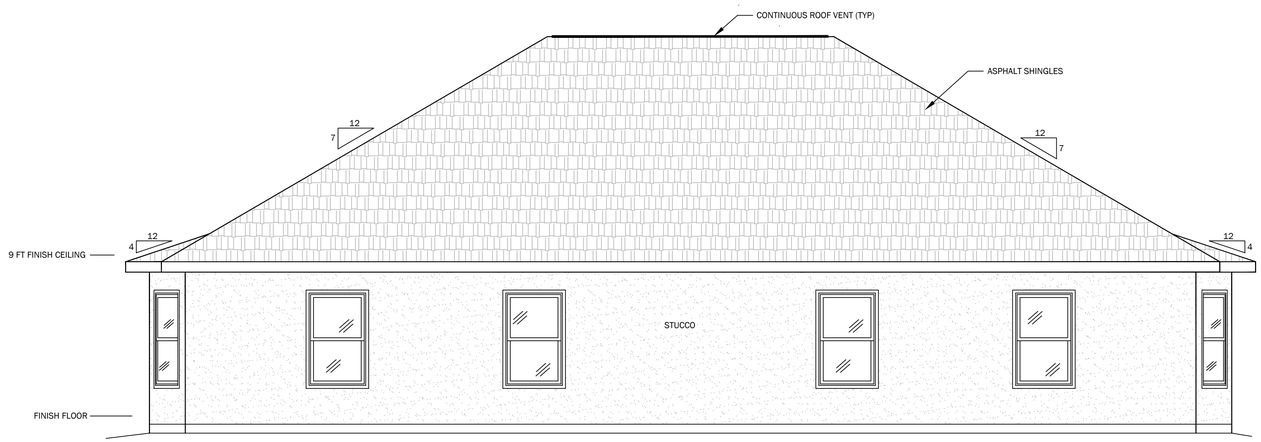
JOBPATH NO.
23-072 Base

DRAWING NO.
23-072PDPs

DATE
May 17, 2024

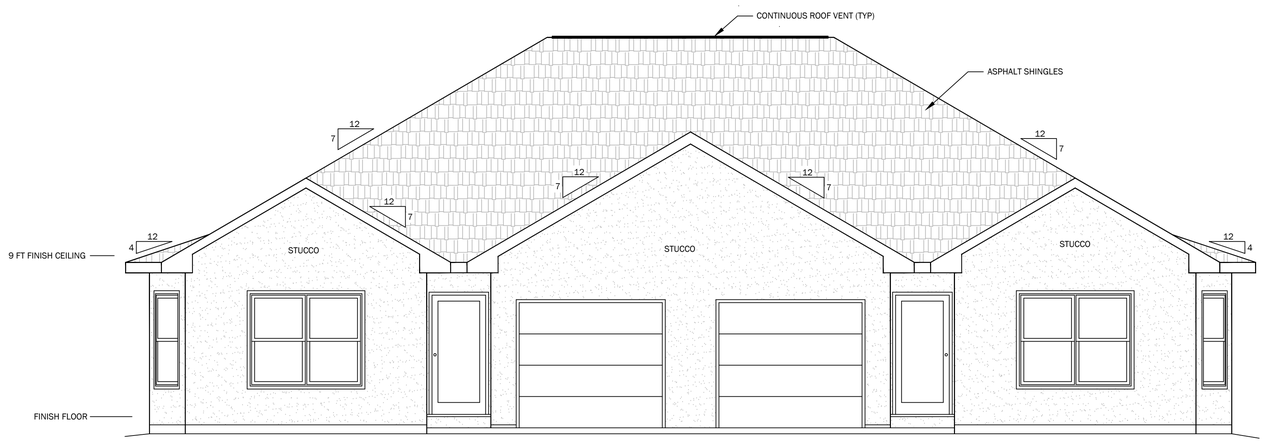
JOB NO.
23-072

Page 2 of 698



REAR ELEVATION

SCALE: 1/4" = 1'-0"



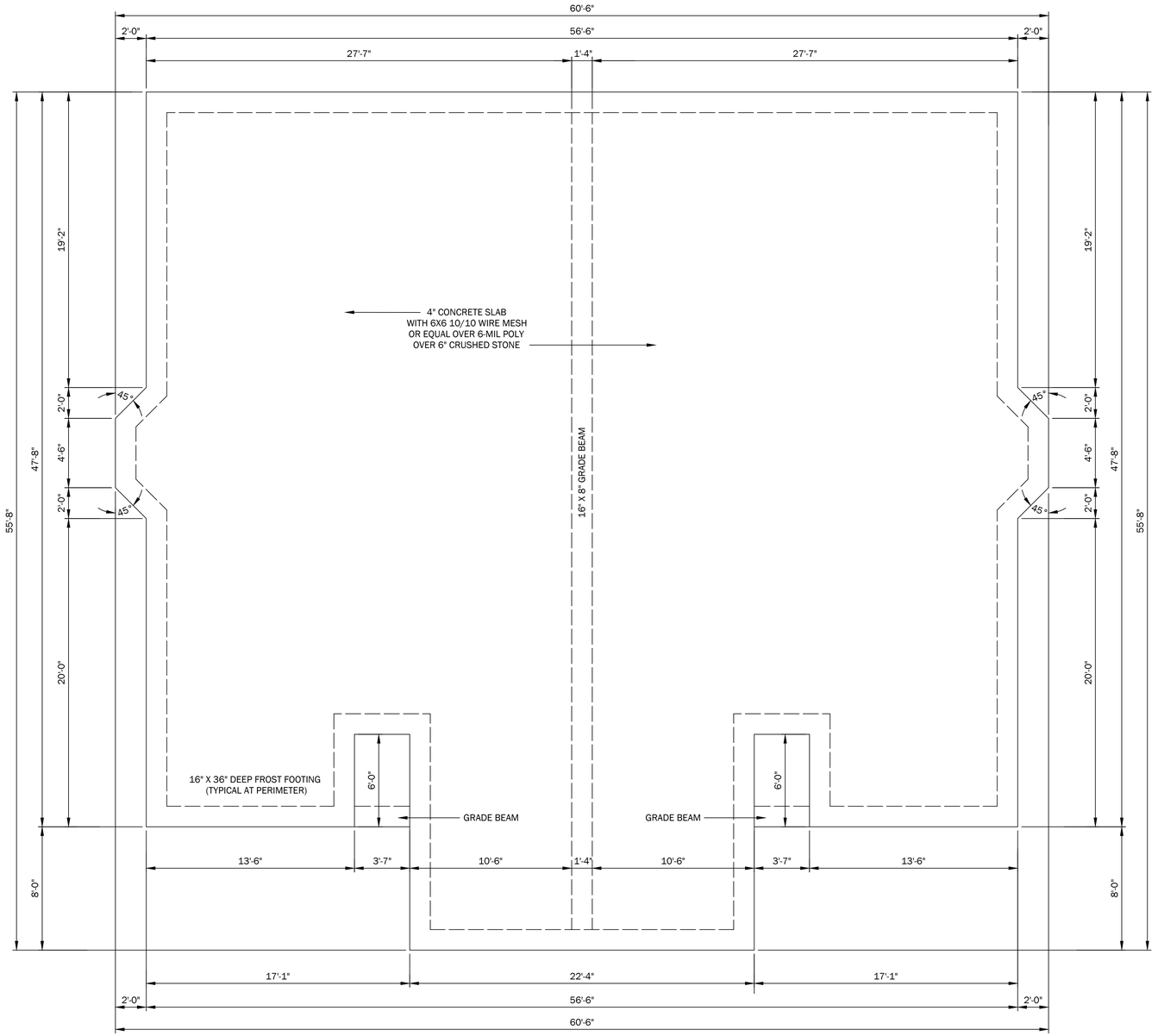
FRONT ELEVATION

SCALE: 1/4" = 1'-0"

DRAWN 11/16/21

DUPLEX - TYBROOK ESTATES - INDEPENDENCE, MO

FRONT & REAR ELEVATIONS



FOUNDATION PLAN

SCALE: 1/4" = 1'-0"

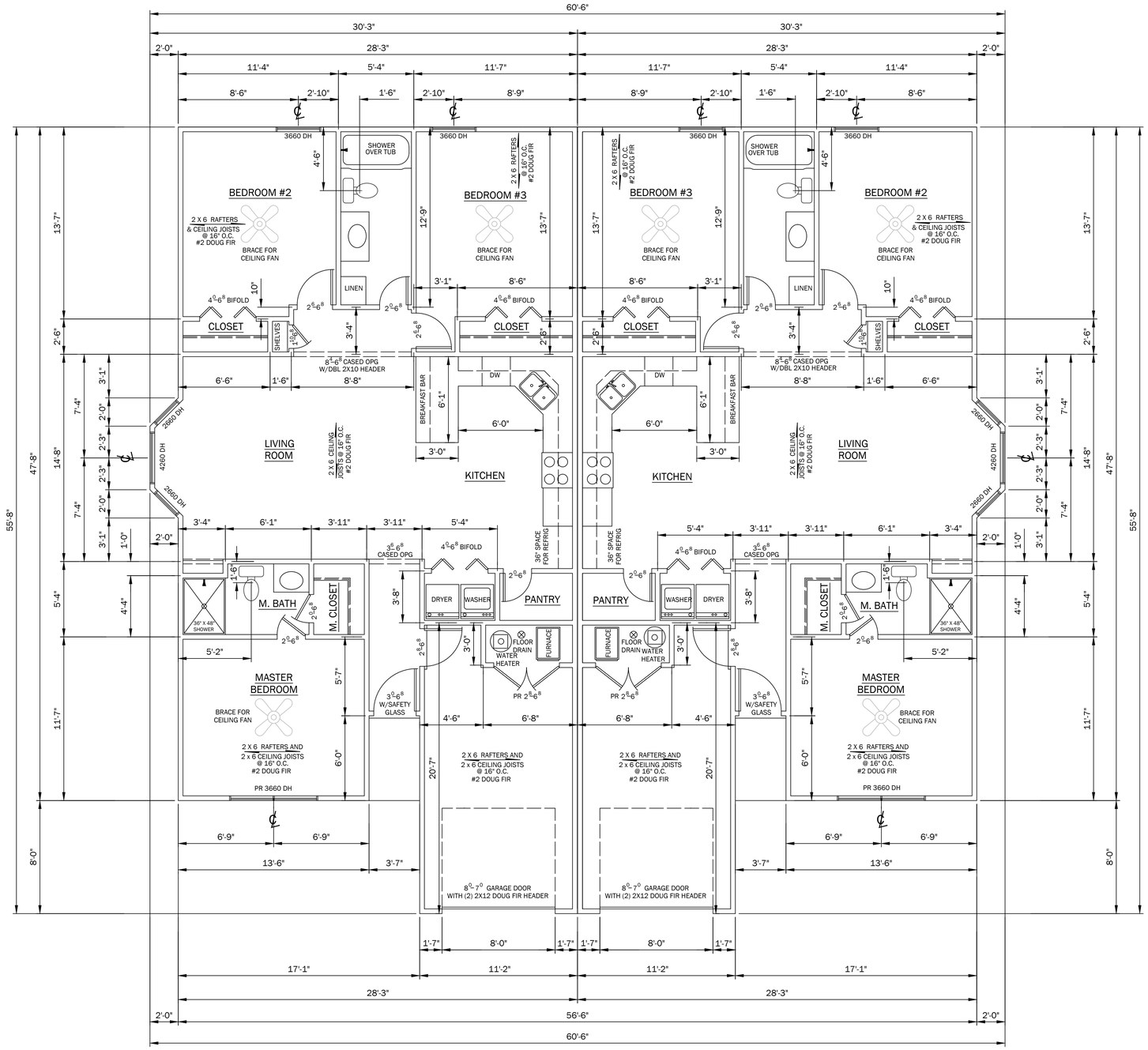
NOTES:

1. FOOTING SIZES ARE BASED ON SOIL WITH AN ALLOWABLE SOIL PRESSURE OF 2000 LBS. PER SQ FT.
2. ALL CONCRETE FOOTINGS SHALL HAVE A MINIMUM FROST DEPTH OF 36 INCHES.
3. COMPRESSIVE STRENGTH OF CONCRETE AS FOLLOWS:
   FOOTINGS: 3000 PSI
   SLABS: 4000 PSI
4. SEE DETAIL SHEET FOR TYPICAL SECTIONS.

DRAWN 11/16/21

DUPLEX - TYBROOK ESTATES - INDEPENDENCE, MO

FOUNDATION PLAN



FLOOR PLAN

SCALE: 1/4" = 1'-0" FIN. SQ. FT. = 1206 PER UNIT (2412 TOTAL)

NOTE: DIMENSIONS SHOWN ARE TO OUTSIDE FACE OF CONCRETE FOUNDATION AT EXTERIOR WALLS, AND TO CENTERLINE OF STUDS AT INTERIOR WALLS. SEE SECTION SHEET FOR DETAILS.

ALL CONSTRUCTION TO MEET REQUIREMENTS OF 2018 INTERNATIONAL RESIDENTIAL BUILDING CODE

NOTES

Ⓐ ALTERNATE METHOD (DOUBLE QUANTITY OF ANCHOR BOLTS)

Ⓑ CONTINUOUS METHOD (REF. R602.10.3)

Ⓒ MINIMUM 1/2" GYP BD PER METHOD 5 AT INTERIOR WALL

ALL TOILET ROOMS AND KITCHEN TO HAVE EXHAUST FANS.

SMOKE AND CO_2 DETECTORS PER 2018 ELECTRICAL CODE

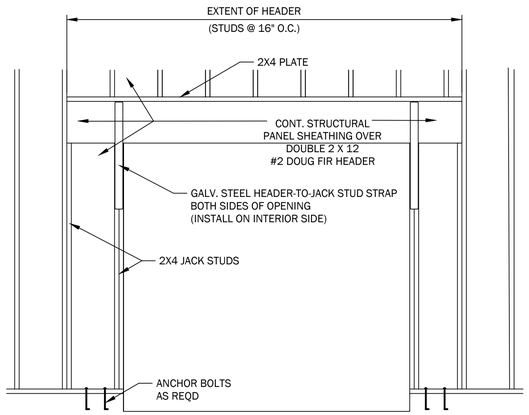
GFCI'S AND EXHAUST FANS TO BE INSTALLED PER 2018 IRC

WINDOWS 60" ABOVE GRADE AND LESS THAN 24" OFF FLOOR SHALL NOT PERMIT A 4" OBJECT TO PASS THROUGH.

DRAWN 11/16/21

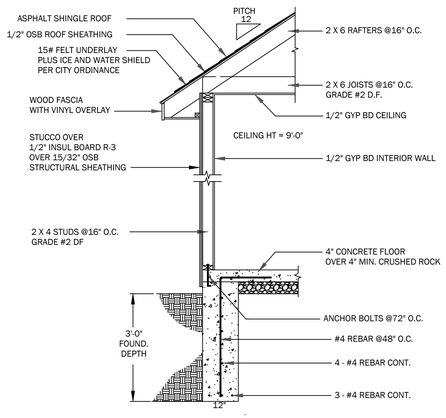
DUPLEX - TYBROOK ESTATES - INDEPENDENCE, MO

FLOOR PLAN



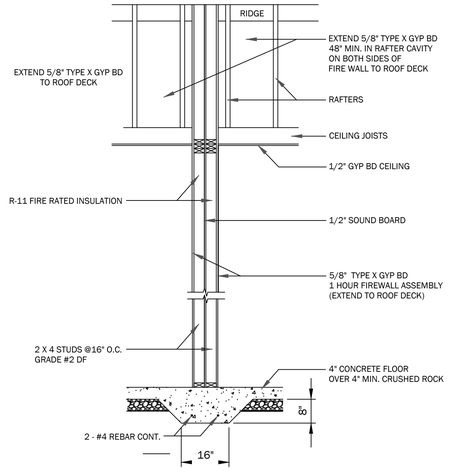
GARAGE DOOR PORTAL

SCALE: 1/2" = 1'-0"



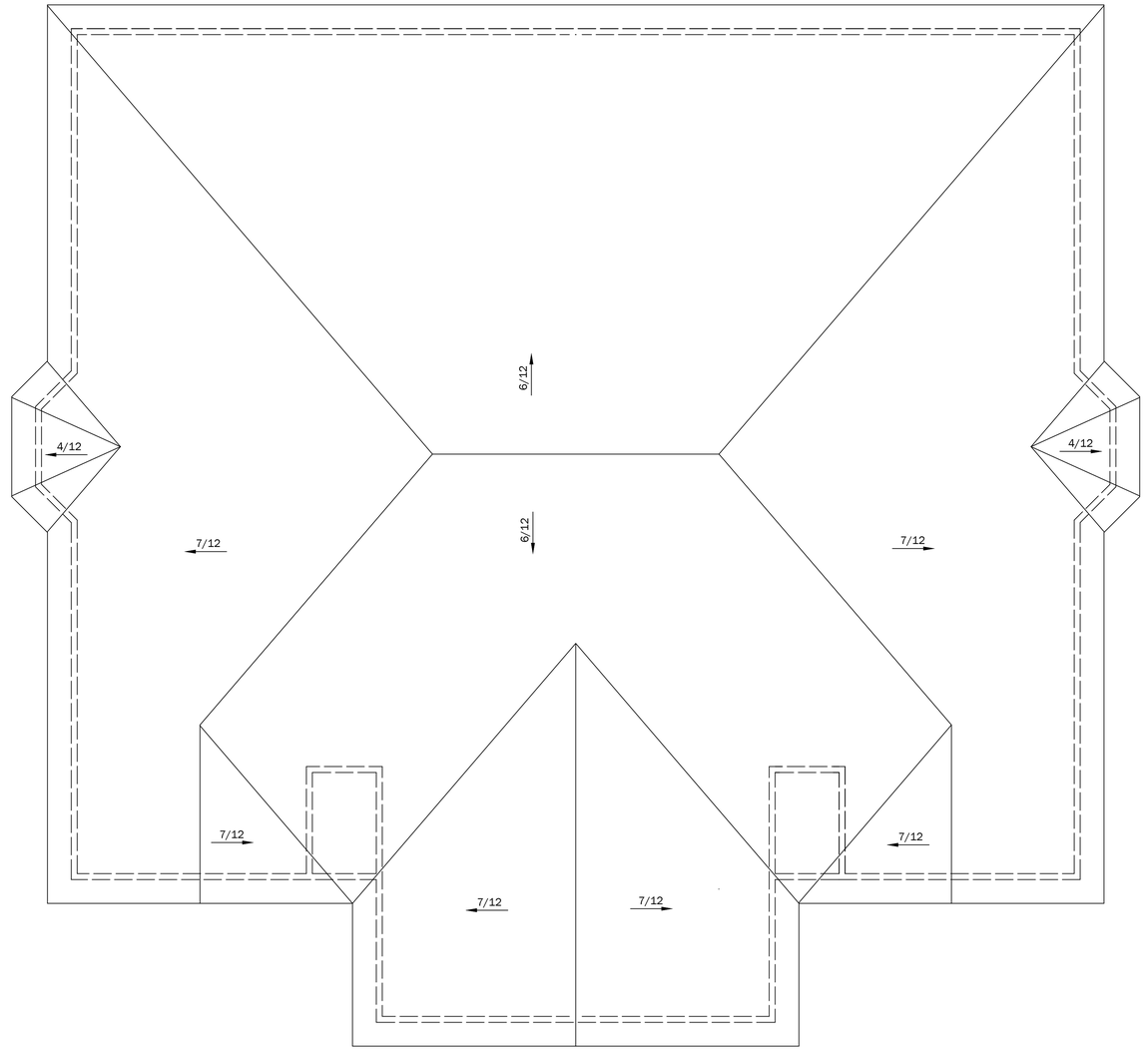
TYP. WALL SECTION

SCALE: 1/2" = 1'-0"



FIREWALL SECTION

SCALE: 1/2" = 1'-0"



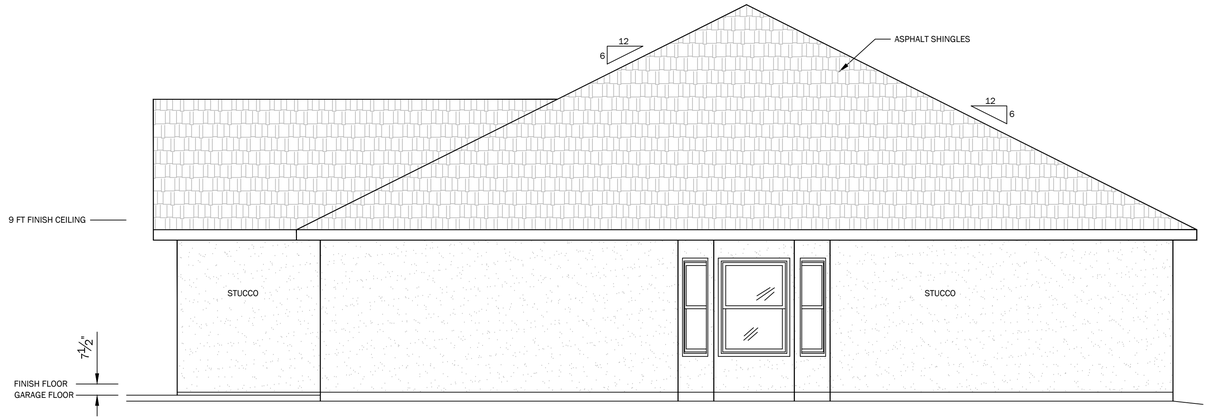
ROOF PLAN

SCALE: 1/4" = 1'-0"

DRAWN 11/16/21

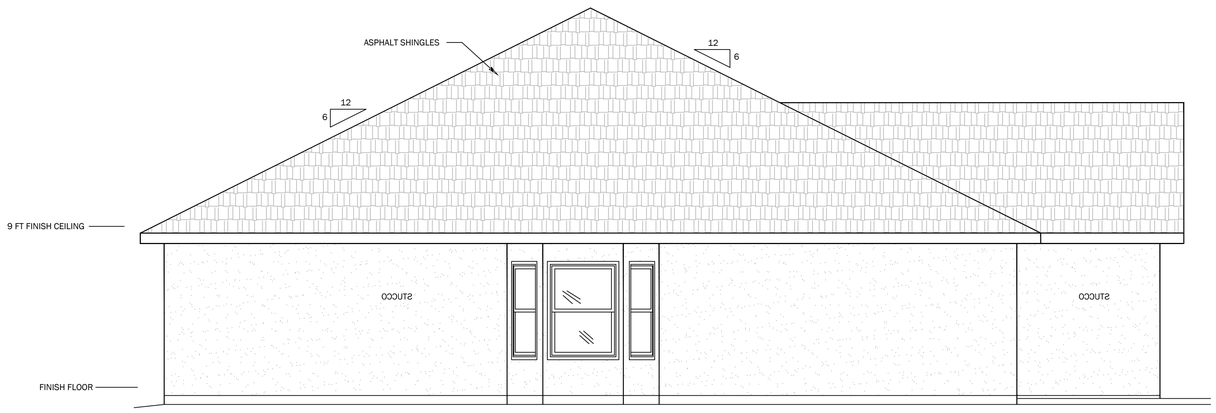
DUPLEX - TYBROOK ESTATES - INDEPENDENCE, MO

ROOF PLAN & DETAILS



RIGHT ELEVATION

SCALE: 1/4" = 1'-0"



LEFT ELEVATION

SCALE: 1/4" = 1'-0"

DRAWN 11/16/21

DUPLEX - TYBROOK ESTATES - INDEPENDENCE, MO

LEFT & RIGHT ELEVATIONS

MD² DESIGNS

Quality By Design

UNIT A

1180 SQ FT.

BUILDER/CONTRACTOR IS RESPONSIBLE TO CHECK ALL DIMENSIONS FOR ACCURACY BETWEEN FLOORS, FOUNDATION, AND ELEVATIONS. ALSO VERIFY ALL BEAM, HEADERS,PAD LOCATIONS, AND COLUMN SIZES.

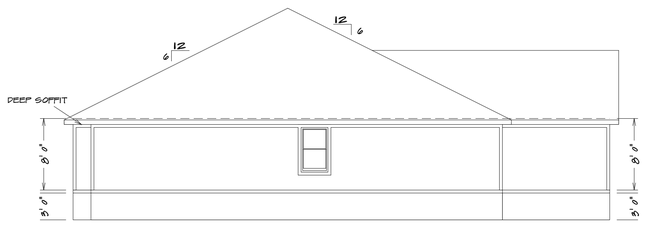
FRONT ELEVATION

1/4" = 1'0"

UNIT B

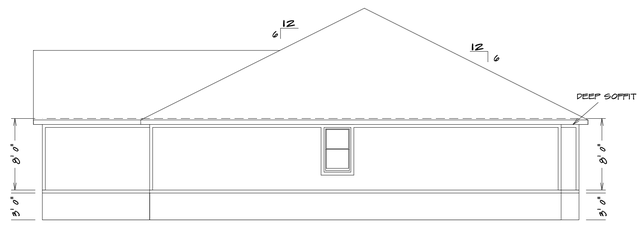
1180 SQ FT.

NOTE:
ACTUAL ELEVATIONS MAY VARY FROM ARCHITECTURAL DRAWINGS, DUE TO TERRAIN/BACKFILL PROGESS
FRONT ELEVATION IS ARCHITECTURAL DRAWING AND MAY VARY DUE TO MATERIALS AVAILABILITY



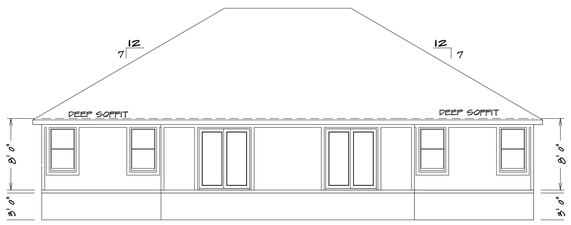
LEFT ELEVATION

1/8" = 1'0"



RIGHT ELEVATION

1/8" = 1'0"



REAR ELEVATION

1/8" = 1'0"

SQUARE FOOTAGE

LIVING AREA
FIRST FLOOR = (UNIT-A) 1180
(UNIT-B) 1180

UNFINISHED AREA
GARAGE = (UNIT-A) 262
(UNIT-B) 262

DUP-5022

SHEET NO. 1
APPROX. SQFT.
PLAN NO. DUP-5022
FILE NAME: 5022 ELEV
DATE DRAWN:
DATE REVISED:
DESIGNER:
PHONE:
PHONE:
LOT NO.
HOME BUYER:
BUILDER:
SUB-DIVISION:

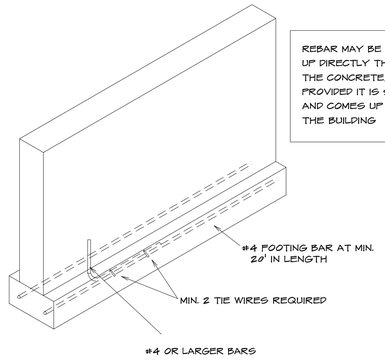
BUILDER&CONTRACTOR IS RESPONSIBLE TO CHECK ALL DIMENSIONS FOR ACCURACY BETWEEN FLOORS, FOUNDATION, AND ELEVATIONS. ALSO VERIFY ALL BEAM, HEADERS, PAD LOCATIONS, AND COLUMN SIZES. BUILDER&CONTRACTOR TO CHECK FOR COMPLIANCE WITH CONTRACTS, CITY, AND NATIONAL CODES. BUILDER&CONTRACTOR ACCEPTS RESPONSIBILITY FOR LOT PLACEMENT, SET-BACKS, AND FLOOD PLAINS. BUILDER&CONTRACTOR AND HOME OWNER ACCEPTS RESPONSIBILITY FOR ANY AND ALL CHANGES MADE TO APPROVED PLANS. BUILDER&CONTRACTOR TO OBTAIN CONSENT FROM HOME OWNER FOR ANY AND ALL CHANGES MADE TO STRUCTURE. BUILDER&CONTRACTOR ACCEPTS RESPONSIBILITY FOR ANY AN SITE CHANGES MADE TO STRUCTURE.

SEE ELEVATION FOR
WALL HEIGHTS

NOTE... ELECTRICAL SERVICE
TO BE 200 AMP.

NOTE... DOUBLE JOIST UNDER
ALL PARALLEL WALLS
ABOVE UNLESS NOTED

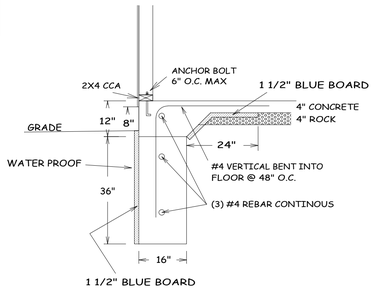
S.D. = SMOKE DETECTOR



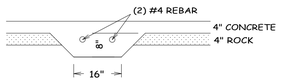
REBAR MAY BE BROUGHT UP DIRECTLY THROUGH THE CONCRETE, PROVIDED IT IS SLEEVED AND COMES UP INSIDE THE BUILDING

1. Section 250.52 of the National Electrical Code requires that the concrete encased reinforcing steel be included in the grounding electrode system... This means that you must have "an electrode encased by at least 50 mm (2 in.) of concrete, located horizontally near the bottom or vertically, and within that portion of a concrete foundation or footing that is in direct contact with the earth, consisting of at least 6.0 m (20 ft) of one or more bare or zinc galvanized or other electrically conductive coated steel reinforcing bars or rods of not less than 13 mm (1/2 in.) in diameter, or consisting of at least 6.0 m (20 ft) of bare copper conductor not smaller than 4 AWG.
2. Reinforcing bars shall be permitted to be bonded together by the usual steel tie wires or other effective means. Where multiple concrete-encased electrodes are present at a building or structure, it shall be permissible to bond only one into the grounding electrode system." Proper lap splices are required

UFER GOUNDING SECTION



FROST FOOTING



GRADE PAD

1/2" = 1'0"

Note...Bridging. Joists exceeding a nominal 2 inches by 12 inches shall be supported laterally by solid blocking, diagonal bridging (wood or metal), or a continuous 1-inch-by-3-inch strip nailed across the bottom of joists perpendicular to joists at intervals not exceeding 8 feet. (R502.7.1)

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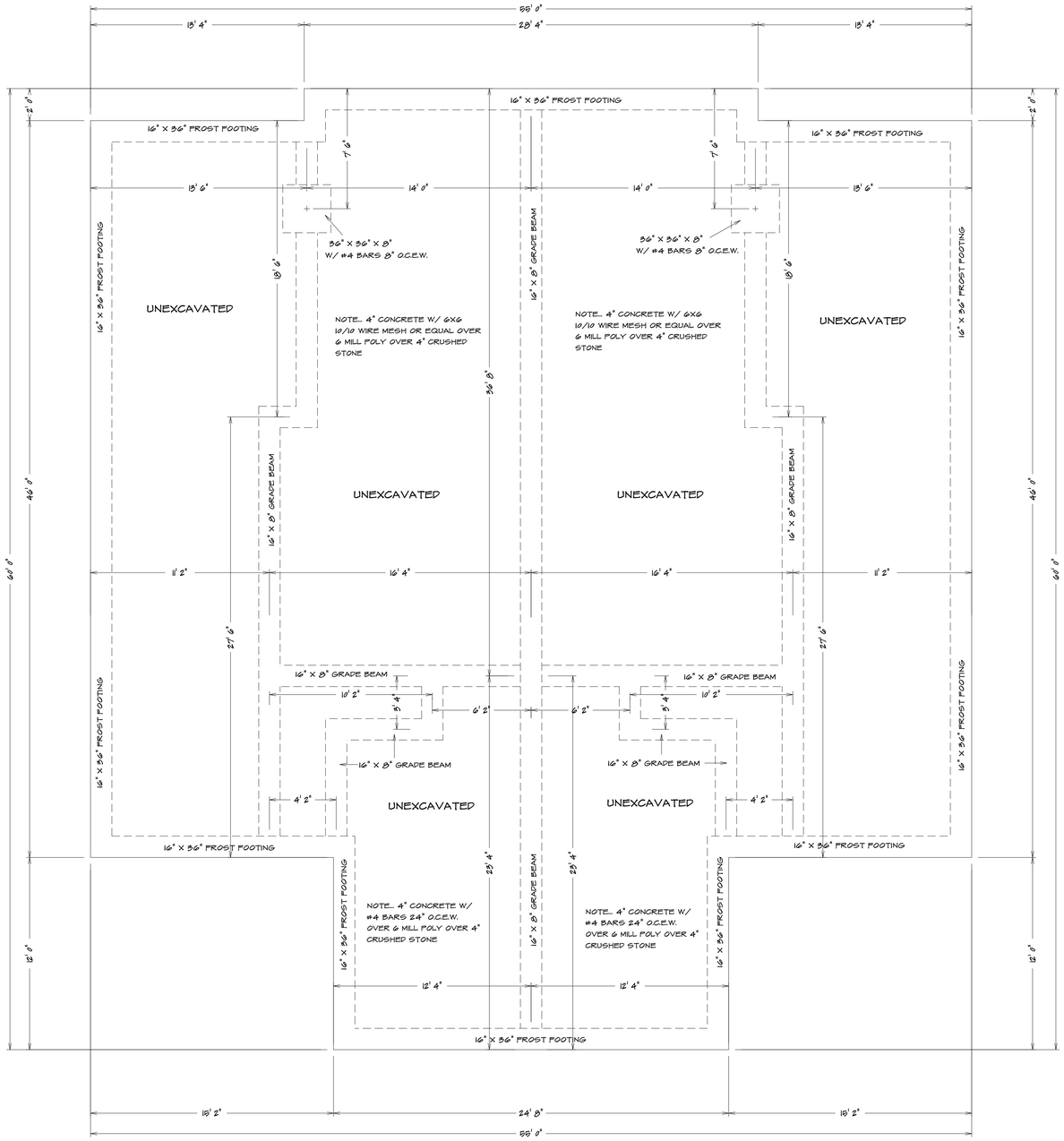

FOUNDATION PLAN

1/4" = 1'0"

DUP-5022

SHEET NO. 2			
PLAN NO. DUP-5022		FILE NAME: 5022 FUND	APPROX. SQ.FT.
PHONE:	DATE DRAWN:		
PHONE:	DATE REVISED:		
LOT NO.	DESIGNER:		

HOME BUYER:

BUILDER:

SUB-DIVISION:

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SEE ELEVATION FOR
WALL HEIGHTS

NOTE.. ELECTRICAL SERVICE
TO BE 200 AMP.

NOTE.. DOUBLE JOIST UNDER
ALL PARALLEL WALLS
ABOVE UNLESS NOTED

S.D. = SMOKE DETECTOR

GENERAL HEADER SPECIFICATIONS:

REQUIRED AREAS NEEDING HEADERS:	HEADER DESCRIPTIONS:
WINDOWS/DOORS UP TO 38" R.O.	(2) #2 D-FIR 2X10'S
WINDOWS/DOORS 38" UP TO 72" R.O.	(2) #2 D-FIR 2X10'S W/1/2" GLUE PLY
WINDOWS/DOORS 72" UP TO 96" R.O.	(2) 9 1/2" L.V.L.
8'0" GARAGE DOORS W/CEILING & ROOF LOAD	(2) 9 1/2" L.V.L.
9'0" GARAGE DOORS W/CEILING & ROOF LOAD	(2) 9 1/2" L.V.L.
8'0" GARAGE DOORS W/SECOND FLOOR	(2) 9 1/2" L.V.L.
9'0" GARAGE DOORS W/SECOND FLOOR	(2) 11 7/8" L.V.L.
16'0" GARAGE DOOR W/NO SECOND FLOOR	(2) 11 7/8" L.V.L.
16'0" GARAGE DOORS W/SECOND FLOOR	(2) 14" L.V.L.

USE HEADERS FOR OPENINGS ABOVE UNLESS SPECIFIED OTHERWISE.

Window sills.
In dwelling units, where the opening of an operable window is located more than 72 inches (1829 mm) above the finished grade or surface below, the lowest part of the clear opening of the window shall be a minimum of 24 inches (610 mm) above the finished floor of the room in which the window is located. Operable sections of windows shall not permit openings that allow passage of a 4-inch-diameter (102 mm) sphere where such openings are located within 24 inches (610 mm) of the finished floor.

Exceptions:
1. Windows whose openings will not allow a 4-inch-diameter (102 mm) sphere to pass through the opening when the opening is in its largest opened position.
2. Openings that are provided with window fall prevention devices that comply with ASTM F 2090.
3. Windows that are provided with window opening control devices that comply with 2018 IRC

Window opening control devices.

Window opening control devices shall comply with ASTM F 2090. The window opening control device, after operation to release the control device allowing the window to fully open, shall not reduce the minimum net clear opening area of the window unit to less than the area required by 2018 IRC

Bathrooms, water closet compartments and other similar rooms shall be provided with aggregate glazing area in windows of not less than 3 square feet, one-half of which must be openable.
Exception:
The glazed areas shall not be required where artificial light and a local exhaust system are provided.
The minimum local exhaust rates shall be determined in accordance with 2018 IRC
Exhaust air from the space shall be exhausted directly to the outdoors.

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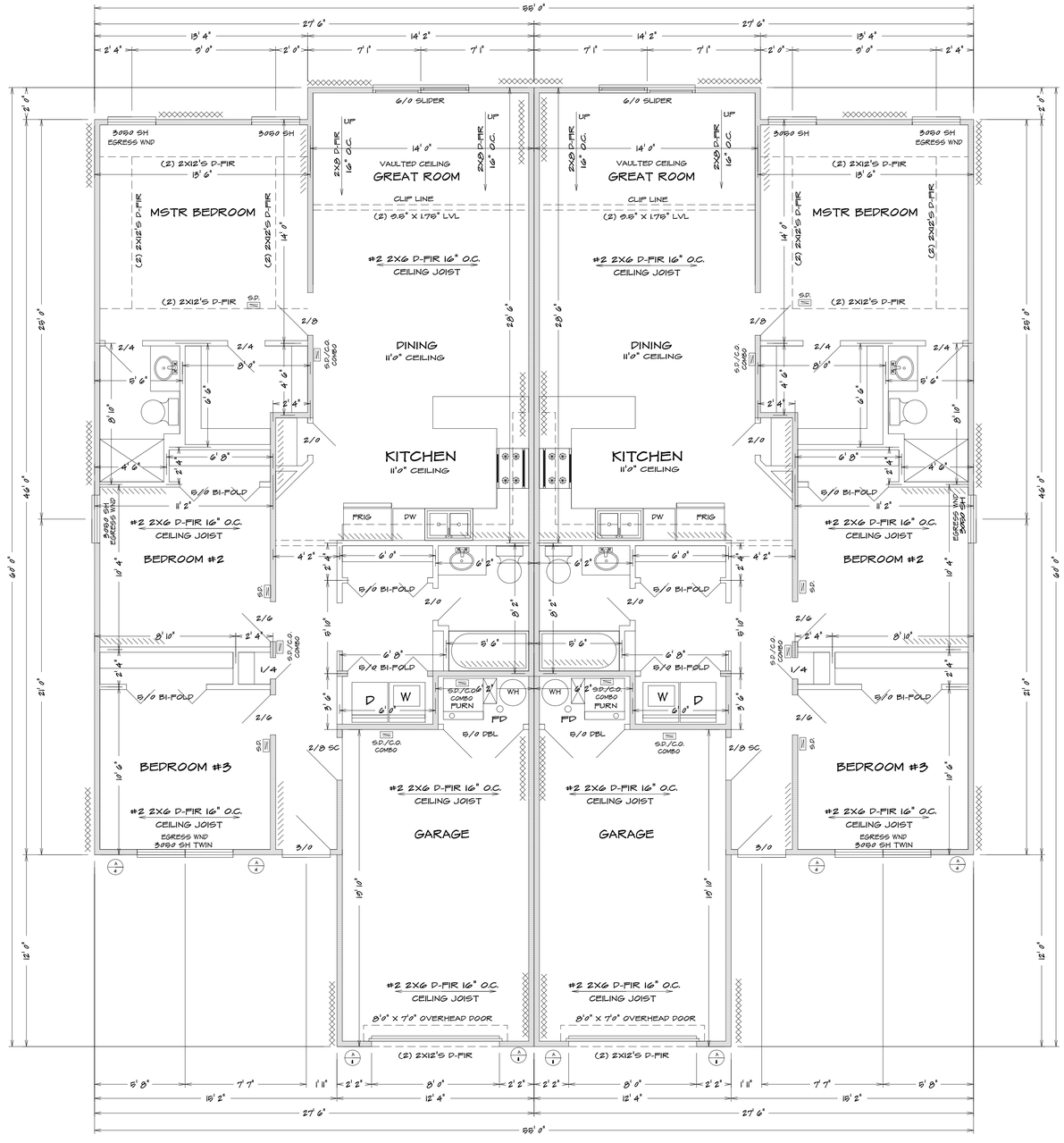


UNIT A

1180 SQ FT.

UNIT B

1180 SQ FT.

BEARING WALL LINES

FIRST FLOOR PLAN

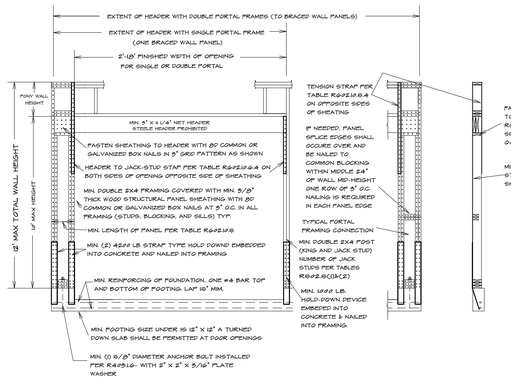
1/4" = 1'0"

DUP-5022

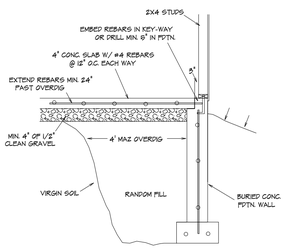
SHEET NO. 3
APPROX. SQFT.
PLAN NO. DUP-5022
FILE NAME: 5022 FLR1
PHONE:
DATE DRAWN:
PHONE:
DATE REVISED:
LOT NO.
DESIGNER:

HOME BUYER:
BUILDER:
SUB-DIVISION:

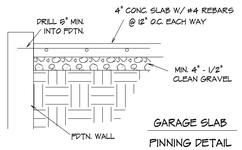
BUILDER&CONTRACTOR IS RESPONSIBLE TO CHECK ALL DIMENSIONS FOR ACCURACY BETWEEN FLOORS, FOUNDATION, AND ELEVATIONS. ALSO VERIFY ALL BEAM, HEADERS, PAD LOCATIONS, AND COLUMN SIZES. BUILDER&CONTRACTOR TO CHECK FOR COMPLIANCE WITH CONTRACTS, CITY, AND NATIONAL CODES. BUILDER&CONTRACTOR ACCEPTS ALL RESPONSIBILITY FOR LOT PLACEMENT, SET-BACKS, AND FLOOD PLAINS. BUILDER&CONTRACTOR AND HOME OWNER ACCEPTS RESPONSIBILITY FOR ANY AND ALL COPYRIGHT INFRINGMENTS OR RESEMBLANCES TO OTHER COPYRIGHTED PLANS. BUILDER&CONTRACTOR ACCEPTS RESPONSIBILITY FOR ANY AN ON SITE CHANGES MADE TO STRUCTURE.



A ALTERNATE BRACED WALL PANEL
Method PFH: Portal frame with hold-downs



TYPICAL OVERDIG @ SLAB



GARAGE SLAB PINNING DETAIL

Table No. R-5022.2
MINIMUM SPECIFIED COMPRESSIVE STRENGTH OF CONCRETE

TYPE OR LOCATION OF CONCRETE CONSTRUCTION	SPECIFIED COMPRESSIVE STRENGTH(f'c), Weathering Potential*		
	Negligible	Moderate	Severe
Basement walls and foundation walls not exposed to the weather	2,500	2,500	2,500
Basement slabs and interior slabs on grade, except garage floor slabs	2,500	2,500	2,500
Basement walls, foundation walls, exterior walls, and other vertical concrete work exposed to the weather	2,500	3,000	3,000*
Porches, carport slabs and steps exposed to the weather, and garage floor slabs	2,500	3,000	3,000**

REQUIRED FOOTING:

BUILDING HEIGHT	MINIMUM FOOTING	HORIZONTAL REBAR	LOCATION OF REBAR
1 OR 2 STY.	8"T x 16"W	2-#4	3" FROM BTM.
3 STORY	8"T x 24"W	2-#4	3" FROM BTM.
ACC. STR.	8"T x 12"W	2-#4	3" FROM BTM.

EMERGENCY EGRESS

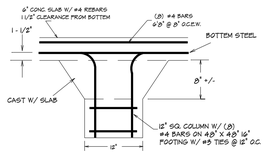
1. PROVIDE ONE WINDOW FROM EACH BEDROOM THAT HAS A MIN. OPENABLE AREA OF 5.7 SR. FT. WITH A MIN. OPENABLE HEIGHT OF 24" AND WIDTH OD 20"

ELECTRICAL OUTLETS

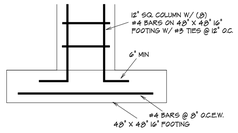
1. ALL OUTLETS TO BE BRANCH CIRCUIT-INTERRUPTER OR GROUND FAULT CIRCUIT-INTERRUPTER PROTECTED

   EXCEPT: REFRIGERATOR, SINGLE OUTLET FOR SUMP PUMP AND SINGLE OUTLET IN GARAGE FOR A FREEZER

2. ALL RECEP. TO BE TAMPER RESISTANT



SLAB AT PEDESTAL



PEDESTAL AT FOOTING

BRACED WALLS:

xxxxxxxxxxxxxxxx METHOD WSP (2018 IRC): MIN. 8/16" APA RATED WITH 8d NAILS @ 6" AND 12"

////////////// METHOD GB (2018 IRC): MIN. 1/2" GYPSUM BOARD WITH NO. 6 1-1/4" TYE W OR S SCREWS @ 7" O.C. EDGES AND WALL (4'-0" LONG, BOTH FACES OF WALL

A/C ALTERNATE BRACED WALL PANEL
Method PFH: Portal frame with hold-downs

A/C ALTERNATE BRACED WALL PANEL .
Method PFG: at garage door openings in Seisme Design Categories A, B and C

A/C ALTERNATE BRACED WALL PANEL .
Method ABW: Alternate braced wall panels

A/C ALTERNATE BRACED WALL PANEL .
Method CS-PF: Continously sheathed portal frame

2. PROVIDE SOLID BLOCKING ABOVE AND BELOW ALL BRACED WALL LINES WHERE FRAMING ABOVE OR BELOW RUNS PERPENDICULAR TO THE BRACING. THE BRACED WALL SOLE PLATE AND TOP PLATE SHALL BE FASTENED TO BLOCKING (RO PARALLEL FRAMING MEMBER WHERE PROVIDED) WITH (3) 16d NAILS @ 16" O.C.

3. SIMPSON STHD-14 HOLD-DOWN STRAPS MAY BE SUBSTITUTED WITH SIMPSON PHD2 HOLD-DOWNS AND A 5/8" ANCHOR ROD DRILLED AND EPOXIED A MIN. 7" INTO THE FOUNDATION

GARAGE

1. THE GARAGE FLOOR SHALL BE SLOPED TOWARD GARAGE DOORS
2. DOORS BETWEEN GARAGE AND DWELLING - MIN 1 3/8" SOLD CORE OR HONEY COMBED STEEL DOOR OR 20 MIN. RATED
3. GARAGE TO HAVE 5/8" TYPE X GYPSUM THROUGHTGUT
4. THE H-FRAM SHALL CONSIST OF 2X6 FRAMING

GLAZING

GLAZING IN HAZARDOUS LOCATIONS AS IDENTIFIED IN IRC SECTION R308.4 SHALL BE APPROVED SAFTY GLAZING MATERIALS. GLASS IN STORM DOORS, INDIVIDUAL FIXED OR OPENABLE PANELS ADJACENT TO A DOOR WHERE THE NEAREST VERTICAL EDGE IS WITHIN A 24" ARCH OF THE DOOR IN CLOSED POSITION AND WHOSE BOTTEM EDGE IS WITHIN 60" OF THE FLOOR. WALLS ENCLOSED STAIRWAYS AND LANDINGS WHERE THE GLAZING IS WITHIN 60" OF THE TOP OR BOTTEM OF THE STAIR. ENCLOSURES FOR SPAS, TUBS, SHOWERS, AND WHIRLPOOLS. GLAZING IN FIXED OR OPENABLE PANELS EXCEEDING 9 SQ. FT. AND WHOSE BOTTEM EDGE IS LESS THAN 18" ABOVE THE FLOOR OR WALKING SURFACE WITH IN 36"

FOUNDATION NOTES:

FND WALL REINFORCEMENT (CLASS 60 SOIL. EXCEPT FOR RARE CIRCUMSTANCES)
(ALL REBARS TO BE GRADE 40)

8' WALL W/ 8' BACKFILL VERT. #4 REBARS @ 12" O.C.
8' WALL W/ 7' BACKFILL VERT. #4 REBARS @ 18" O.C.
SET ON A 16" X 8" CONCRETE FOOTER WITH (3) #4 REBARS CONTINOUS.

10' WALL W/ 8' BACKFILL VERT. #4 REBARS @ 8" O.C.
10' WALL W/ 8' BACKFILL VERT. #4 REBARS @ 12" O.C.
SET ON A 22" X 12" CONCRETE FOOTER WITH (3) #4 REBARS CONTINOUS.

HORZ #4 REBARS @ 24" O.C.

8" X 49" CONCRETE WALL WITH (3) #4 REBARS HORZ. AND WITH #4 REBARS @ 24" O.C. VERTICALLY

CONCRETE FLOOR - 4" CONCRETE ON 4" CRUSHED ROCK.

CONCRETE GARAGE FLOOR - 4" CONCRETE ON 4" CRUSHED ROCK WITH 6X6 10/10 WIRE MESH.

(SUPENDED GARAGE FLOORS TO BE DESIGNED BY LICENCED ENGINEER)

COLUMN FOOTING FOR MIN. SOIL LOAD OF 1500 PSF

48" X 48" X 12" CONCRETE PADS WITH (6) #4 REBARS EACH WAY (UNLESS NOTED)

CONCRETE GRADE PADS - 16" X 8" WITH (3) #4 REBARS CONTINOUS.

ALL FOOTINGS SHALL EXCEED A MINIMUM FROST DEPTH OF 30 INCHES BELOW GRADE.

MAXIMUM DEPTH OF UNBALANCED FILL IS (7 FEET) FOR 8-INCH WALL AND (8 FEET) FOR TEN-INCH WALL

WATERPROOF CONCRETE WALL FROM FOOTING TO GRADE LINE.

OPTIONAL WALK-OUT WALL
16" X 36" CONCRETE FROST FOOTER W/ (5) #4 REBARS PARALLEL 12" O.C. CONTINOUS.
#4 REBAR VERT. BENT INTO FLOOR 7'0" @ 24" O.C.

BELOW GRADE USE 4" OF CONCRETE ON 4" CRUSHED ROCK WITH 6 MIL-POLY OVER CRUSHED ROCK BELOW GRADE.

DRAINAGE TILES, GRAVEL OR CRUSHED STONE DRAINS, PERFORATED PIPE OR OTHER APPROVED SYSTEMS OR MATERIALS SHALL BE INSTALLED AT OR BELOW THE AREA TO BE PROTECTED AND SHALL DISCHARGE BY GRAVITY OR MECHANICAL MEANS INTO AN APPROVED DRAINAGE SYSTEM. GRAVEL OR CRUSHED STONE DRAINS SHALL EXTEND AT LEAST 1 FOOT BEYOND THE OUTSIDE EDGE OF THE FOOTING AND 6 INCHES ABOVE THE TOP OF THE FOOTING AND BE COVERED WITH AN APPROVED FILTER MEMBERANE MATERIAL. THE TOP OF OPEN JOINTS OF DRAIN TILES SHALL BE PROTECTED WITH STRIPS OF BUILDING PAPER, AND DRANAGE TILES OR PERFORATED PIPE SHALL BE PLACED ON A MINUM OF 2 INCHES OF WASHED GRAVEL OR CRUSHED ROCK AT LEAST ONE SIEVE SIZE LARGER THAN THE TILE JOINT OPENING OR PERFORATION AND COVERED WITH NOT LESS THAN 6 INCHES OF THE SAME MATERIAL.

INSULATION NOTES:

2018 IRC.
MIN. INSULATION SHALL BE PROVIDED ADJACENT TO HABITABLE AREAS AS FOLLOWS:

EXTERIOR FRAMED WALLS	(R20 OR R13+8)
FLOOR OVER HEATED SPACE	R30
FLOOR OVER OUTSIDE AIR	R30
ATTIC - BLOWN IN	R49
CATHEDRAL CEILING	R30

CARBON MONOXIDE ALARMS

Carbon monoxide alarms.
For new construction, an approved carbon monoxide alarm shall be installed outside of each separate sleeping area in the immediate vicinity of the bedrooms in dwelling units within which fuel-fired appliances are installed and in dwelling units that have attached garages.

Carbon monoxide detection systems.
Carbon monoxide detection systems that include carbon monoxide detectors and audible notification appliances, installed and maintained in accordance with this section for carbon monoxide alarms and NFPA 720, shall be permitted. The carbon monoxide detectors shall be listed as complying with UL 2075. Where a household carbon monoxide detection system is installed, it shall become a permanent fixture of the occupancy, owned by the homeowner and shall be monitored by an approved supervising station.

SMOKE ALARMS:

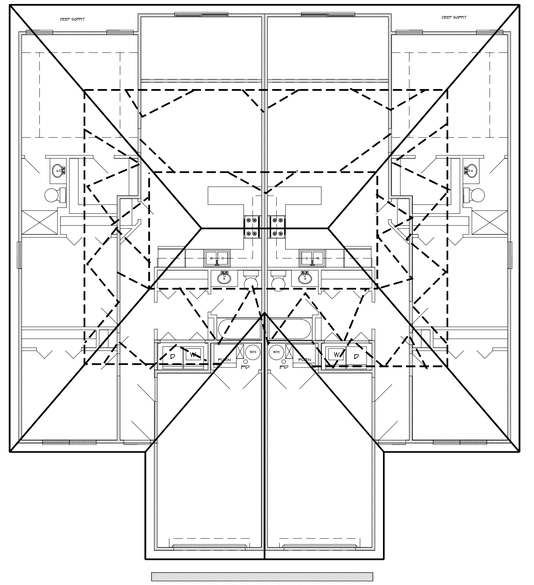
2018 IRC.
PROVIDE SMOKE ALARMS IN EACH SLEEPING ROOM, OUTSIDE OF EACH SLEEPING ROOM AND ON EACH FLOOR, INCLUDING BASEMENT. ALARMS SHALL BE INTERCONNECTED IN SUCH A MANNER THAT THE ACTIVATION OF ONE ALARM WILL ACTIVATE ALL OF THE ALARMS IN THE DWELLING.

FRAMING NOTE

1. ALL LUMBER SIZES ARE FOR #2 D-FIR-LARCH
2. ALL HEADERS TO BE MIN. (3) #2-2X8
3. BLOCK CANTILEVERS, DOOR JAMBS, AND OVER BEAMS
4. ALL HEADRS TO BEAR ON MIN. OF (2) 2X4 STUDS
5. JOIST UNDER BEARING PARTITIONS SHALL BE DOUBLED AND COMPLY WITH 2018 IRC
6. WATER-RESISTIVE BARRIER SHALL BE PROVIDED OVER ALL EXTERIOR WALL PER 2018 IRC
7. WHERE CEILING JOIST ARE NOT INSTALLED CONNESTED TO THE RAFTERS AT THE TOP PLATE AND/OR WHERE CEILING JOIST ARE NOT INSTALLED IN THE LOWER 1/3 OF ATTIC SPACE RAFTER TIES SHALL BE INSTALLED IN THE LOWER 1/3 OF ATTIC SPACE
8. COLLAR TIES SHALL BE PROVIDED IN THE ATTIC SPACE IN THE UPPER 1/3 OF ATTIC
9. ROOF IS DESIGNED FOR 20 P.S.F. ROOF SNOW LOAD (MIN.)
10. MIN 25 YR. ASPHALT SHINGLES
11. RAFTER TIES SHALL NOT BE REQUIED WHEN A STRUCTURAL RIDGE HAS BEEN PROVIDED AND ADEQUATELY DESIGNED (AS IN A FULLY VAULTED ROOM) SUCH SHALL BE NOTED AS "STRUCTURAL" ON THE PLAN PER 2018 IRC

Guard opening limitations.
Required guards on open sides of stairways, raised floor areas, balconies, and porches shall have intermediate rails or ornamental closures that do not allow passage of a sphere 4" or more in diameter.

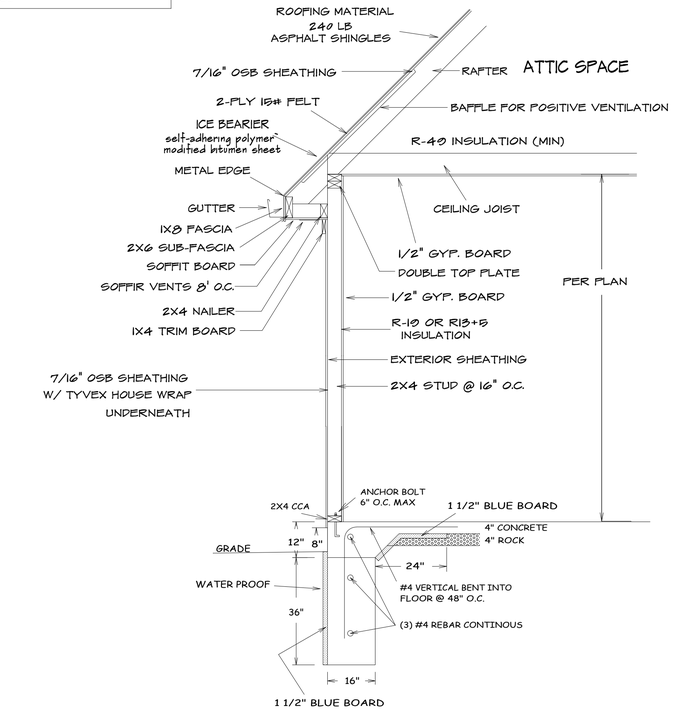
Opening protection.
Openings from a private garage directly into a room used for sleeping purposes shall not be permitted.
Other openings between the garage and residence shall be equipped with solid wood doors not less than 1 3/8 inches in thickness, solid or honeycomb-core steel doors not less than 1 3/8 inches thick, or 20-minute fire-rated doors, equipped with a self-closing device.



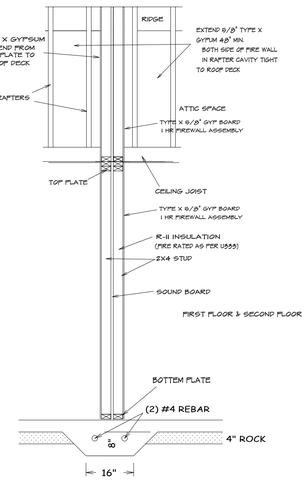
ROOF ELEVATION
1/8" = 1'0"

NOTE: HIP RIDGE FOR THE MAIN ROOF AS:
2X8 #2 D-FIR FOR UNBRACED LENGTH UP TO 9'0"
2X10 #2 D-FIR FOR UNBRACED LENGTH UP TO 10'0"
2X12 #2 D-FIR FOR UNBRACED LENGTH UP TO 12'0"

ALL RAFTERS TO BE #2 2X6 D-FIR 16" O.C.
UNLESS OTHER WISE NOTED
PURLINGS TO BE 2X10'S #2 D-FIR
PURLING TO BE SUPPORTED TO BEARING WALL LINES WITH SUPPORTS SPACED 8'0" O.C. MAX
CONNECT RAFTERS TO CEILING JOIST W (4) 16d GALV. NAILS
CONNECT RAFTERS TO RIDGE, VALLEY, AND HIP RIDGE WITH (4) 16d GALV. NAILS



WALL SECTION



PARTION WALL

BUILDER&CONTRACTOR IS RESPONSIBLE TO CHECK ALL DIMENSIONS FOR ACCURACY BETWEEN FLOORS, FOUNDATION, AND ELEVATIONS. ALSO VERIFY ALL BEAM, HEADERS, PAD LOCATIONS, AND COLUMN SIZES. BUILDER&CONTRACTOR TO CHECK FOR COMPLIANCE WITH CONTRACTS, CITY, AND NATIONAL CODES. BUILDER&CONTRACTOR ACCEPTS ALL RESPONSIBILITY FOR LOT PLACEMENT, SET-BACKS, AND FLOOD PLAINS. BUILDER&CONTRACTOR AND HOME OWNER ACCEPTS RESPONSIBILITY FOR ANY AND ALL CHANGES MADE TO OR REDRAWINGS TO OTHER COPYRIGHTED PLANS. BUILDER&CONTRACTOR ACCEPTS RESPONSIBILITY FOR ANY AN ON SITE CHANGES MADE TO STRUCTURE.

PHONE:	DATE DRAWN:	PLAN NO. DUP-5022	SHEET NO. 4
PHONE:	DATE REVISED:	FILE NAME: 5022 SEC1	APPROX. SQFT.
	DESIGNER:		
LOT NO.			
HOME BUYER:	BUILDER:	SUB-DIVISION:	

DUP-5022

About Content Legend

Legend

Local
Major Arterial
Minor Arterial
Other
Private
Ramp
Recreation
Resource
Service
Subsurface
Unknown

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 Attractions & Tourism
Parks
Agricultural
Invalid Rule

Square Business District

City Limits

Trust Center Contact Esri Report Abuse

0 150 300ft

Esri Community Maps Contributors, City of Independence

About Content Legend

Legend

- C-2/PUD
- C-2/SUP
- C-3
- C-3/SUP
- DFD
- I-1
- I-1/HL
- I-1/SUP
- 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
- 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
- Service Commercial/Historic Landmark
- Arts District/Special Use Permit(SUP)
- General Commercial/Special Sign Character
- Residental, Agricultural/Special Use Permit, 3 AC min lot area
- Residential, Agricultural/Historic Landmark
- Residential, Two-Family/Special Use Permit

Trust Center Contact Esri Report Abuse

Esri Community Maps Contributors, City of Independence

INDEPENDENCE
MISSOURI
A GREAT AMERICAN STORY

Planning Commission Minutes

September 10, 2024 6:00 PM

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

CALL TO ORDER

A meeting of the Planning Commission was held at 6:00 PM on 9/10/2024, in the 111 E Maple Avenue City Council Chambers, Independence, MO 64050. The meeting was called to order.

ROLL CALL

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

Commissioner Nesbitt apologized for his actions at the August 27th Planning Commission meeting. He said he understands some of his comments may have been considered offensive and that was not his intention.

CASE TO BE CONTINUED - STAFF RECOMMENDS THESE CASES BE CONTINUED TO THE OCTOBER 15, 2024 MEETING.

1. **Case 24-100-18 – Rezoning – 12880 E. Kentucky Road –** A request by Jim Gamble to rezone the property from I-1 (Industrial) to C-3 (Service Commercial).

Motion

Commissioner Eric Ashbaugh made a motion to continue the case to October 15, 2024. Commissioner Edward Nesbitt seconded the motion. The motion was approved Yes 7, No 0, Abstained 0.

2. **Case 24-125-05 – Rezoning/PUD – 19300 E. 37th Terrace –** A request by JC Weston Construction to rezone the property from C-2 (General Commercial) to R-30/PUD (High Density Residential/Planned Unit Development) and approving a preliminary development plan.

Motion
Commissioner Eric Ashbaugh made a motion to continue the case to October 15, 2024. Commissioner Edward Nesbitt seconded the motion. The motion was approved Yes 7, No 0, Abstained 0.

PUBLIC HEARINGS

1. **Continued Case 24-100-12 – Rezoning – 21101 E. 78 Hwy** - A request by Carajoto, LLC to rezone the property from R-6 (Single Family Residential) to I-1 (Industrial).

Staff Presentation
Brian Harker presented the case and noted this case would be presented with case 24-150-01. 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
George Kapke, 15800 E 27th Street, and Anthony Privitera, 9900 W 159th Street, Overland Park, KS, both stated they were available for any questions.

Public Comments
No public comments.

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

2. **Continued Case 24-150-01 – Comprehensive Plan Amendment – 21101 E. 78 Hwy –** A request by Anthony Privitera to amend the Future Land Use Plan map for 21101 E. 78 Hwy.

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

3. **Case 24-100-20 – Rezoning – 9300 E. 9th Street S –** A request by Janet Thrasher to rezone the property from R-30/PUD (High Density Residential/Planned Unit Development) to R-6 (Single Family Residential).

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

Public Comments
No public comments.

Commissioner Comments
In response to Commissioner Ashbaugh's question, Mr. Harker stated the city will continue to

bring forward city-initiated cases to correct zoning in residential neighborhoods.

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

4. **Case 24-100-22 – Rezoning – 1235 & 1239 W. South St –** A request by Brandon Fryer to rezone the properties from I-1 (Industrial) to R-6 (Single Family Residential).

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

Applicant Comments
Brandon Fryer, 6601 Harvard Ave, Raytown, stated he'd like it down-zoned so they can get an FHA loan on the property. He stated they cannot get the loan with it zoned as Industrial.

In response to Commissioner Ashbaugh's question, he stated he doesn't have plans to replat the property at this time.

Public Comments
No public comments.

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

5. **Case 24-100-23 – Rezoning – 11301 & 11303 E. Truman Road & 11300 E. Aaron Lane** - A request by Brandon Fryer to rezone the properties from I-1 (Industrial) to C-2 (General Commercial).

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

In response to Chairwoman Wiley's question, Mr. Glaser stated he doesn't believe the structure is historic.

Applicant Comments
Brandon Fryer, 6601 Harvard, Raytown, stated he's available for any questions. In response to Commissioner Nesbitt's question, Mr. Fryer stated he's hoping to clean up the property and make it usable.

Public Comments
No public comments.

Motion

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

6. **Case 24-100-19 – Rezoning – Jackson Drive & R.D. Mize Road –** A request by Jim Pollard to rezone the property from C-2 (General Commercial) and R-6 (Single Family Residential) to C-2 (General Commercial) and R-12 (Two-Family Residential).

Staff Presentation

Brian Harker presented the case and noted it would be presented with Case 24-310-05. Mr. Harker presented the Commission with a vicinity map, noting the area and surrounding zoning. He presented the Commission with an aerial map indicating the project area and explained the surrounding land uses. Mr. Harker reviewed the conditions of approval for the preliminary plat.

In response to Commissioner Ashbaugh's question, Mr. Harker explained the difference between what is typically called a townhouse versus a duplex. Mr. Harker stated these would be duplexes. He explained that some of the drawings are drafts and final plans will still have to come forward for approval.

In response to Commissioner Nesbitt's question, Mr. Harker stated the conditions are items that staff would like to review before the final plans are developed. Commissioner Nesbitt stated he would like to see better renderings and more finalized plans before this case is heard.

Applicant Comments

Jim Pollard, 3030 S Crenshaw, stated he has a similar project on Powell Road that has 20 units already completed. He said he would like to see the rezoning approved before additional funds are spent on producing a more detailed preliminary plat. Mr. Pollard said he may need to obtain a variance for the driveways.

Commissioner Ashbaugh stated it appears these are pretty tight quarters for this many units. In response to Commissioner Ashbaugh's question, Mr. Pollard said the engineer is available to speak and he does believe they have enough space for that number of units.

Kevin Sterrett, 1411 NE Todd George, Lee's Summit, stated they have a lot of detail on these preliminary plats and have labeled all the berms. He said they've gone back several times with Mr. Harker and have attempted to address all of his concerns. Mr. Sterrett said all the units will fit and the line of sight will be met as the City has required.

In response to Chairwoman's Wiley's question, Mr. Pollard stated he likes to go above and beyond the City Code and stated he does not like residents to park on the street. He said he plans to exceed the parking requirement and will abide by the other conditions outlined by staff. Mr. Harker clarified that the berms are on individual lots, not on common lots, so the city would like assurance that those berms will not be removed.

In response to Commissioner O'Neill's question, Mr. Pollard stated the C-2 zoning is existing and there is a stream buffer around that part of the property.

In response to Commissioner Nesbitt's question, Mr. Pollard stated some of the lots would like a variance for the parking. Mr. Arroyo said the development will have to meet the 1.4 parking requirement and 40% of the front yard will have to be green space. He noted preliminary plats typically have conditions and if there are substantial changes, they would have to come back to the Planning Commission before being considered for a final plat.

In response to Chairwoman Wiley's question, Mr. Pollard stated the project would still be viable even if they had to downsize the number of units.

Public Comments
No public comments.

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

OTHER BUSINESS

1. **Case 24-310-05 – Jackson Drive and RD Mize Road – Jackson Place Preliminary Plat –** A request by James Pollard for a Preliminary Plat called Jackson Place located at Jackson Drive and RD Mize Road

Commissioner Comments
In response to Commissioner Ashbaugh's question, Mr. Harker stated anyone looking to develop this property would have to come forward with a preliminary plat. Mr. Arroyo stated if the preliminary plat is approved, they would start the engineering design. If the case meets the conditions and requirements, the Planning Commission will see the final plat. If it was substantially different, the Planning Commission would see a new preliminary plat. Mr. Arroyo said if the approval is postponed, they would have to start the engineering process early, to get those details.

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

2. **Case 24-400-20 – Short-Term Rental – 3912 Circle Drive –** A request by Adam Austin to operate a Short-Term Rental.

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

Applicant Comments
Adam Austin, 622 SW Lemans Ln, Lee's Summit, stated he has removed the pavers and put in asphalt.

In response to Commissioner Nesbitt's question, Mr. Austin described where he had asphalt put in at the house. Mr. Austin said one of the smaller bedrooms upstairs will not be used as a bedroom. Mr. Glaser said staff will go inspect the new asphalt and will determine if any permits are required.

In response to Commissioner Ashbaugh's question, Mr. Arroyo stated he may have to dig out the sides for the city to inspect and determine its depth. If it's not up to code, he will have to bring it up to City Code.

In response to Mr. Austin's question, Mr. Glaser stated if someone is living at the home, the other rooms could not be rented out individually.

Public Comments

Jesse Stamps, 11205 E 40th St, stated she has a young daughter and is concerned about their safety. Ms. Stamps said she's in opposition due to the possible traffic and parties that could be held at the home.

Chasity Valaquez, 3904 Circle Drive, stated she is also concerned about her safety. She said owners don't typically care about the appearance, noise or what type of tenants they rent to. In response to Commissioner Nesbitt's question, Ms. Valaquez has seen an improvement to the driveway.

Mr. Austin stated they've spent about $50,000 on improving the property, and he would not want tenants to cause an issue with the neighbors or to leave the property damaged. Mr. Austin said they will use Airbnb and VRBO. He noted they will also screen them and not take automatic bookings.

In response to Commissioner Young's question, Mr. Austin said he will not rent to local people becuase they are typically looking for a place to have a party.

Commissioner Comments

In response to Chairwoman Wiley's question, Mr. Arroyo said if a Short-Term Rental gets complaints, the City would hold a revocation hearing at the Planning Commission.

Commissioner Nesbitt asked if a condition could be added requiring a sign that no street parking is allowed. Assistant City Counselor Langford noted he cannot put up a sign, but could be required to add "no street parking" to his advertisement. The condition will be changed to state that two additional off-street parking spaces are required.

Motion

Commissioner Dan O'Neill made a motion to approve the case, with conditions as stated by staff and amended to require two additional off-street parking spaces. Commissioner Edward Nesbitt seconded the motion. The motion was approved Yes 7, No 0, Abstained 0.

ROUNDTABLE

Mr. Arroyo noted the September 24, 2024 meeting will be canceled.

ADJOURNMENT

The meeting was adjourned at 8:16 p.m.

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

24-776 A Resolution appointing Stacie Short, Cindy McClain, Byron Constance, Tom Hall and Katie Gall to the Independence Arts Council.

Recommendations:

Background:

Emergency Justification:

Fiscal Impact:

Council Action:

Department / Contact Council and Board /

REVIEWERS

Jeremy Cover
Meagan Borth
Zachary Walker
Susanne Holland

ATTACHMENTS:

1. Indep Arts Commission 2024 (002)
2. Indep Arts Commission 2024 (002)

BILL NO. _____

RESOLUTION NO. _____

A RESOLUTION APPOINTING STACIE SHORT, CINDY MCCLAIN, BYRON CONSTANCE, TOM HALL AND KATIE GALL TO THE INDEPENDENCE ARTS COUNCIL.

WHEREAS, on October 2nd, 2023, the Independence City Council adopted Resolution 6962 establishing the Independence Arts Council; and,

WHEREAS, among the responsibilities of this committee is administration of the City's 1% for the Arts program as authorized by City Council; and,

WHEREAS, the City Council deems it necessary to activate this committee and ensure that the 1% for the Arts program is effectively managed;

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

SECTION 1. That the following individuals are hereby appointed to serve as members of the Independence Arts Council for three years terms beginning October 14th, 2024:

Name	Address
Stacie Short	701 Proctor Pl., 64052
Cindy McClain	510 N. Delaware Street, 64050
Byron Constance	501 N. Lexington Ave., 64050
Tom Hall	604 W. Linden., 64050
Katie Gall	626 N. Union St.,

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. _____

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

ATTEST:

_____
City Clerk

APPROVED - FORM AND LEGALITY:

_____
City Counselor

REVIEWED BY:

_____
City Manager

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:
A public hearing for the application to rezone the property at 2710 S. Westport Road from R-6, Single Family Residential, to R-6/PUD, Single Family Residential/Planned Unit Development. ***New Information Only.***

Recommendations:

Background:

Emergency Justification:

Fiscal Impact:

Council Action:

Department / Contact Community Development /

REVIEWERS
Tom Scannell
Jeremy Cover
Zachary Walker
Susanne Holland

ATTACHMENTS:
1. 07-23-24 Public Notice Submitted to Examiner

Column

INTERIM AD DRAFT

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

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Notice Name: PC 07/23/2024

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Ad Class: Legals

07/06/2024: Other	121.28

Subtotal	$121.28
Tax	$0.00
Processing Fee	$0.00
Total	**$121.28**

Notice is hereby given that a public hearing will be held by the Independence City **Planning Commission** at 6 p.m., Tuesday, July 23, 2024, and by the Independence **City Council** at 6 p.m., Tuesday, September 3, 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 24-100-16 – Rezoning – 15552 E. US 24 Highway – A request by Robert and Carolyn Rodgers to rezone the property from C-2 (General Commercial) and R-6 (Single Family Residential) to R-6 (Single Family Residential).

Case 24-125-07 – Rezoning/ PUD – Jackson Drive & R. D. Mize Road – A request by Jim Pollard to rezone the property from C-2 (General Commercial) and R-6 (Single Family Residential) to C-2 (General Commercial) and R-12/PUD (Two-Family Residential/Planned Unit Development) and approving a preliminary development plan.

Case 24-125-08 – Rezoning – 2710 S. Westport Road – A request by Rosemary Hoover to rezone the property from R-6 (Single Family Residential) to R-6/PUD (Single Family Residential/Planned Unit Development) and approve a preliminary development plan.

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 1st day of July, 2024.

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

Published in the Examiner, Jul 6, 2024

######

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

24-094 **2R** An ordinance approving a rezoning from District R-6 (Single-Family Residential) to District R-6/PUD (Single-Family Residential/Planned Unit Development) and approving a preliminary development plan for the property at 2710 S. Westport Road, in Independence, Missouri. **2R**

Recommendations:

Commissioner Dan O'Neil made a motion to recommend **APPROVAL** of this rezoning request with the following conditions be included with the preliminary development plan:

1. The number of dwelling units in the existing buildings is limited to the two existing single family units.

A second to the motion was made by Commissioner Jose Torres. The Independence Planning Commission voted as follows:
Commissioner Nesbitt – No
Commissioner Wiley – No
Commissioner Ashbaugh – Yes
Commissioner O'Neil – Yes
Commissioner Torres - Yes
Commissioner Young – No
Commissioner Ferguson – No
The motion failed to pass 4-3 and such application is forwarded to the City Council for its consideration. Staff concurs with the recommendation of the Planning Commission.

Background:

A request by Rosemary and Robert Hoover to rezone this property from R-6 (Single-Family Residential) to R-6/PUD (Single-Family Residential/Planned Unit Development) and approve a Preliminary Development Plan. To occupy the rear residence requires a zoning designation allowing two residential structures; a use not allowed in R-12 (a duplex district) and only permitted in R-18/PUD and R-30/PUD (which are planned apartment districts). An R-6/PUD can be tailored to allow the property to have two single-family structures, but no multiple-family structures.

PROPERTY HISTORY

Apparently prior to the property being zoned to R-1 (Single-Family Residential) in 1965, the property had two single family residences. The legal nonconforming use was maintained for many years, including where the current owners (Mr. and Mrs. Hoover) requested and received a Letter of Legal Nonconformity. Subsequent to then, a tenant occupied the unit without power for more than six-months, negating the legal nonconformity. Thus, the property may now contain only one single-family residence.
In March of 2023, the applicants made an identical application. The application was

recommended by the Planning Commission but was denied by the City Council. Given the deliberations by the City Council and the content and tenor the testimonies given last year, staff will not be recommending approval for this new application.
In addition, after the denial of the applicants' PUD case in 2023, the non-conformity of the property has not yet been corrected, an active violation on this property is being adjudicated and has been continued to November.

PHYSICAL CHARACTERISTICS OF PROPERTY

The property's depth is roughly twice its width. The principal house, at the front of the lot, sets approximately 80 feet off-of the right-of-way to the north of the existing asphalt driveway, which cuts across the length of the lot. The other house lies to the west of the front residence about 45 feet. Further west, two garages lie to either side of the driveway at the northwest and southwest corners of the property. Most of the southern portion of the property between the southwest garage and the roadway is a large expanse of lawn.

CHARACTERISTICS OF THE AREA

The house sets in a neighborhood largely constructed in the 1950's. The house located immediately to the north is a split-level with a two-car garage. Across the street is a large ranch with a side entry garage. A small white house lies to the south. All these surrounding residences set on large lots.

Consistency with *Independence for All*, Strategic Plan:

An objective of the Independence for All Strategic Plan is 'Build new housing units to fill a market need'. Although this application does not result in more housing units, it does request to preserve the second residence on the lot.

Comprehensive Plan Guiding Land Use Principles:

This site, along with all the properties in the vicinity, is designated for 'Residential Established Neighborhoods' by the City's Comprehensive Plan. Such areas will feature a variety of single-family detached homes, duplexes and multi-family dwellings.

Historic and Archeological Sites:

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

Public Utilities:

Water, sanitary sewer, and electrical services are connected to this property.

CIP Investments:

There are no City or Missouri Department of Transportation (MoDOT) capital improvement projects (CIP) planned for this area.

Zoning:

As noted previously, this site has had single-family zoning since at least 1965. Permitted R-6 uses include single-family homes, churches, schools, home-based child-care centers, government buildings, parks, cemeteries, home gardens, and field crops. Being a Planned Unit Development (PUD) district, there will be flexibility in the number of residences allowed on this lots.

Parking and Driving Surface:

The existing legal nonconforming driveway is not being expanded.
Recommendations and decisions for proposed planned unit development rezoning and its accompanying preliminary development plan must be based on consideration of the criteria

listed in Section 14-703-05-H**:**

1. **The consistency with the Comprehensive Plan.***The City's Comprehensive Plan reflects this Residential Established Neighborhood use, and it will "Protect and enhance the viability, livability, and affordability of the City's residential neighborhoods..."*
2. **The consistency with the PUD standards of Section 14-902, including the statement of purpose.** *This type of application is not expressly addressed in this section as its not new development, but it "ensures that development can be conveniently, efficiently and economically served by existing and planned utility services."*
3. **The nature and extent of Common Open Space in the PUD.** *There is no open space provided with this application.*
4. **The reliability of the proposals for maintenance and conservation of Common Open Space.** *There is no open space provided with this application, the applicant owns the entire property.*
5. **The adequacy or inadequacy of the amount and function of Common Open Space in terms of the densities and dwelling types proposed in the plan.** *There is no open space provided with this application.*
6. **The extent to which the proposed use will adversely affect the capacity of safety portions of the street network or present parking problems in the vicinity of the property. Whether adequate provision for public services, provides adequate control over vehicular traffic, and furthers the amenities of light and air, recreation, and visual enjoyment.** *This proposed project will not adversely affect traffic or the street network in the vicinity of the project. No change to the site layout will occur.*
7. **The extent to which the proposed use will have a substantially adverse effect on adjacent property and the development or conservation of the neighborhood area.** *As this property has had two residences for many years, it's not expected this corrective rezoning will have any adverse impacts on the neighboring properties.*
8. **Whether potential adverse impacts have been mitigated to the maximum practical extent.** *No significant impacts are expected with this application.*
9. **Whether the Preliminary Development Plan represents such a unique development proposal that it could not have accomplished through use of (non-PUD) conventional zoning regulations.** *The existing situation with two single-family structures on one lot requires R-6/PUD zoning because R-12 zoning is for duplexes and R-18/PUD and R-30/PUD zoning permits multiple family structures.*
10. **The sufficiency of the terms and conditions proposed to protect the interest of the public and the residents of the PUD in the case of a plan that proposes development over a period of years.** *This property will continue to be under the same ownership.*

Emergency Justification:

Fiscal Impact:

Council Action:

Department / Contact Community Development /

REVIEWERS

Tom Scannell
Jeremy Cover
Zachary Walker
Susanne Holland

ATTACHMENTS:

1. Draft Ordinance 24-125-08
2. Staff Report 24-125-08
3. Narrative
4. Application
5. Notification Letter
6. Address List
7. Affidavit
8. PUD Site Plan
9. Comp Plan Map
10. Zoning Map
11. Planning Commission Meeting Minutes 8-13-24

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE APPROVING A REZONING FROM DISTRICT R-6 (SINGLE-FAMILY RESIDENTIAL) TO DISTRICT R-6/PUD (SINGLE-FAMILY RESIDENTIAL/PLANNED UNIT DEVELOPMENT) AND APPROVING A PRELIMINARY DEVELOPMENT PLAN FOR THE PROPERTY AT 2710 S. WESTPORT ROAD, IN INDEPENDENCE, MISSOURI.

WHEREAS, the application submitted by the City of Independence requesting approval of a rezoning from District R-6 (Single-Family Residential) to District R-6/PUD (Single-Family Residential/Planned Unit Development) and a preliminary development plan at 2710 E. Westport 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 and preliminary development plan by the City 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 August 13, 2024, and rendered a report to the City Council with its vote not to recommend approval of this application by a vote of 4-3; and,

WHEREAS, after due public notice in the manner prescribed by law, the City Council held a public hearing, and rendered a decision to approve the rezoning and preliminary development plan for the said property; and,

WHEREAS, in accordance with the Unified Development Ordinance, it was determined that the rezoning and preliminary development plan was consistent with the review criteria in Section 14-701-02 and 14-703-05 respectively; 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 tract of real estate is hereby rezoned from District R-6 (Single-Family Residential) to District R-6/PUD (Single-Family Residential/Planned Unit Development) and shall be subject to the regulations of said district:

Section 17, Township 49, Range 32; Part of the Northeast Quarter described as follows: Beginning at the Southeast corner of Lot 12, Westport Manor, also a part on the Northwesterly right-of-line line of Westport Road; thence South 27 degrees West along said right-of-way line 146.75 feet; thence West 225.88 feet; thence North 128.10 feet to the South line of said Lot 12; thence East along said South line 291.72 feet to the Point of Beginning.

SECTION 2. That the Preliminary Development Plan, in the form of photographs of the site, is attached hereto and is incorporated by reference as if fully set out herein, is hereby approved with the following conditions:

1. The number of dwelling units in the existing buildings is limited to the two existing single family units.

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

INDEPENDENCE
★ COMMUNITY DEVELOPMENT ★

Planning Commission
Staff Report

MEETING DATE: August 13, 2024 **STAFF:** Brian L. Harker, Planner

PROJECT NAME: Hoover Rezoning

CASE NUMBER/REQUEST: **Continued Case 24-125-08 – Rezoning/PUD – 2710 S. Westport Road –** A request by Rosemary Hoover to rezone the property from R-6 (Single Family Residential) to R-6/PUD (Single Family Residential/Planned Unit Development) and approve a preliminary development plan.

APPLICANTS/OWNERS: Rosemay and Robert Hoover

PROPERTY ADDRESS: 2710 S. Westport Road

SURROUNDING ZONING/LAND USE:

N/S/E/W: R-6 (Single Family Residential)…single-family residences

PUBLIC NOTICE:

- Letters to adjoining property owners – July 19, 2024
- Public Notice published in the Independence Examiner – July 6, 2024
- Signs posted on property – July 6, 2024

FURTHER ACTION:

Following action by the Planning Commission, this rezoning request is scheduled for first reading by the City Council on September 16, 2024 and the public hearing/second reading on October 7, 2024.

RECOMMENDATION

Staff does **NOT** recommend approval of this Rezoning/Preliminary Development Plan request.

If approved, the following condition should be included with the Preliminary Development Plan consisting of the attached PUD Site Plan:

1. The number of dwelling units in the existing buildings is limited to the two existing single family units.

PROJECT DESCRIPTION & BACKGROUND INFORMATION

PROJECT DESCRIPTION: – A request by Rosemary and Robert Hoover to rezone this property from R-6 (Single-Family Residential) to R-6/PUD (Single-Family Residential/Planned Unit Development) and approve a Preliminary Development Plan.

Current Zoning:	R-6 (Single-Family Residential)	**Proposed Zoning:**	R-6/PUD (Single-Family Residential/Planned Unit Development)

Current and Continued Use:	Two single-family Residences		
Residential Buildings:	1,370-square feet 1,170-square feet	**Property Size:**	0.07 acres

Zoning History 1965 – 1980: R-1 (Single-Family Residential)
1980 - 2009: R-1b (Single-Family Residential)
2009 - Present: R-6 (Single-Family Residential)

PROPERTY HISTORY

Apparently prior to the property being zoned to R-1 (Single-Family Residential) in 1965, the property had two single family residences. The legal nonconforming use was maintained for many years, including where the current owner (Mr. Hoover) requested and received a Letter of Legal Nonconformity. Subsequent to then, a tenant occupied the unit without power for more than six-months, negating the legal nonconformity. Thus, the property may now contain only one single-family residence.

In March of 2023, the applicants made an identical application. The application was recommended by the Planning Commission but was denied by the City Council. Given the deliberations by the City Council and the content and tenor the testimonies given last year, staff will not be recommending approval for this new application.

In addition, after the denial of the applicants' PUD case in 2023, the non-conformity of the property has not yet been corrected, an active violation on this property is being adjudicated and has been continued to November.

PROPOSAL

To occupy the rear residence requires a zoning designation allowing two residential structures; a use not allowed in R-12 (a duplex district) and only permitted in R-18/PUD and R-30/PUD (which are planned apartment districts). A R-6/PUD can be tailored to allow the property to have two single-family structures, but no multiple-family structures.

PHYSICAL CHARACTERISTICS OF PROPERTY

The property's depth is roughly twice its width. The principal house, at the front of the lot, sets approximately 80 feet off-of the right-of-way to the north of the existing asphalt driveway, which cuts across the length of the lot. The other house lies to the west of the front residence about 45 feet. Further west, two garages lie to either side of the driveway at the northwest and southwest corners of the property. Most of the southern portion of the property between the southwest garage and the roadway is a large expanse of lawn.

CHARACTERISTICS OF THE AREA

The house sets in a neighborhood largely constructed in the 1950's. The house located immediately to the north is a split-level with a two-car garage. Across the street is a large ranch with a side entry garage. A small white house lies to the south. All these surrounding residences set on large lots.

ANALYSIS

Consistency with *Independence for All*, Strategic Plan:
An objective of the Independence for All Strategic Plan is 'Build new housing units to fill a market need'. Although this application does not result in more housing units, it does request to preserve the second residence on the lot.

Comprehensive Plan Guiding Land Use Principles:
This site, along with all the properties in the vicinity, is designated for 'Residential Established Neighborhoods' by the City's Comprehensive Plan. Such areas will feature a variety of single-family detached homes, duplexes and multi-family dwellings.

Historic and Archeological Sites:
There are no apparent historic/archeological issues with this property.

Public Utilities:
Water, sanitary sewer, and electrical services are connected to this property.

CIP Investments:
There are no City capital improvement projects (CIP) planned for this area.

Zoning:
As noted previously, this site has had single-family zoning since at least 1965. Permitted R-6 uses include single-family homes, churches, schools, home-based child-care centers, government buildings, parks, cemeteries, home gardens, and field crops. If zoned a Planned Unit Development (PUD) district, there could be flexibility in the number of residences allowed on this lots.

Parking and Driving Surface:
The existing legal nonconforming driveway is not being expanded.

REVIEW CRITERIA

Recommendations and decisions for proposed planned unit development rezoning and its accompanying preliminary development plan must be based on consideration of the criteria listed in Section 14-703-05-H**:**

1. **The consistency with the Comprehensive Plan.**
   The City's Comprehensive Plan reflects this Residential Established Neighborhood use, and it will "Protect and enhance the viability, livability, and affordability of the City's residential neighborhoods..." This rezoning is a mechanism to resolve the nonconforming issue but isn't proper planning or land development.
2. **The consistency with the PUD standards of Section 14-902, including the statement of purpose.**
   This type of application is not expressly addressed in this section as its not new development, but it could "ensures that development can be conveniently, efficiently and economically served by existing and planned utility services."
3. **The nature and extent of Common Open Space in the PUD.**
   There is no open space provided with this application.

4. **The reliability of the proposals for maintenance and conservation of Common Open Space.**
   There is no open space provided with this application, the applicant owns the entire property.
5. **The adequacy or inadequacy of the amount and function of Common Open Space in terms of the densities and dwelling types proposed in the plan.**
   There is no open space provided with this application.
6. **The extent to which the proposed use will adversely affect the capacity of safety portions of the street network or present parking problems in the vicinity of the property. Whether adequate provision for public services, provides adequate control over vehicular traffic, and furthers the amenities of light and air, recreation, and visual enjoyment.**
   The project proposes little to no adverse effect to traffic or the street network in the vicinity of the project. No changes to the site layout are proposed. This rezoning is a mechanism to resolve the nonconforming issue but isn't proper planning or land development.
7. **The extent to which the proposed use will have a substantially adverse effect on adjacent property and the development or conservation of the neighborhood area.**
   Since this property has had two (and at times three) residences for many years, if rezoned, it is not expected that adverse impacts would occur on the neighboring properties.
8. **Whether potential adverse impacts have been mitigated to the maximum practical extent.**
   The intent of the nonconforming section of the UDO is to place reasonable limits on nonconformities that have the potential to adversely affect surrounding properties and to promote maintenance, reuse and rehabilitation of existing buildings.
9. **Whether the Preliminary Development Plan represents such a unique development proposal that it could not have accomplished through use of (non-PUD) conventional zoning regulations.**
   The existing situation with two single-family structures on one lot requires R-6/PUD zoning because R-12 zoning is for duplexes and R-18/PUD and R-30/PUD zoning permits multiple family structures. This rezoning is a mechanism to resolve the nonconforming issue but isn't proper planning or land development.
10. **The sufficiency of the terms and conditions proposed to protect the interest of the public and the residents of the PUD in the case of a plan that proposes development over a period of years.**
    This property will continue to be under the same ownership.

EXHIBITS

1. Narrative
2. Application
3. Notification letter
4. Mailing list
5. Mailing affidavit
6. PUD Site Plan
7. Comprehensive Plan map
8. Zoning map

5-29-2024

To: Planning Commission

The property located at 2710 S. Westport Rd. currently has 2 residdences on it. This situation has exhisted for many years. We were requested by the city to pursue re-zoning of this property from R-6 to a proposed zoning to R-6/PUD to accommodate these two existing houses.

Rosemary Hoover

INDEPENDENCE
• MISSOURI •

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

2710 Westport Rd., Indep., MO. 64052
Project Address/Location

Sq. Ft. of Building	Acreage	Number of Lots/Tracts	Steam Buffer (Yes or No)
	0.70	1	NO

Existing Zoning	Proposed Zoning	Existing Land Use	Proposed Land Use
R-6	R-6 PUD	Two - single Family	Two - single Family

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

Rosemary Hoover
Name — Company

3365 Blue Ridge Blvd
Address

Independence, MO. 64052
Phone — Email

816-254-8686 rhoover1000@gmail.com

Architect/Engineer/Surveyor/Other:

Robert Parks — Weiskirch + Parks Engineers
Name — Company

111 N. Main Indep. MO 64050
Address

816-254-5000 — WPKC@WPEKC.com
Phone — Email

Owner

Robert E. Hoover
Name — Company

3365 Blue Ridge Blvd. Indep. MO 64052
Address

816-254-6167 — rhoover1000@gmail.com
Phone — Email

Architect/Engineer/Surveyor/Other:

Name — Company

Address

Phone — Email

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

Rosemary Hoover 5-29-24
Applicant's Signature — Date

Robert Hoover 5-29-24
Owner's Signature — Date

May 2022

Appendix B - Property Owner Notification Letter
City of Independence, Missouri

Date: 7-19-2024 Case No. 24-125-08

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: Rezoning property from R-6 to R-6/PUD to accommodate 2 existing homes.

Applicant: Robert Hoover and Rosemary Hoover

Location of Property: 2710 S. Westport Road

Planning Commission Meeting Date: August 13, 2024, at 6:00 p.m.

City Council Meeting Date: October 7, 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.

Rosemary A Hoover
Applicant (or Owner/Agent)

For more information, contact the Community Development Department at 816-325-7421.

July, 19, 2024

Dear Neighbors,

This note is to let you know we have applied to have our one lot at 2710 Westport Rd. rezoned to accommodate the two houses that were built on this lot in the 1940's. They were built before the area was incorporated into Independence. They have been maintained and occupied as two single family residences ever since. In 1965 the neighborhood was zoned "R-1" (Single-family residental) which is now "R-6"

In 2004 Robert Hoover, owner, was given a "Legal Nonconforming Use Certificate" for this property which meant it was grandfathered in as an exception to the zoning code as a large lot with two pre-existing, legal single-family houses on it. This certificate has expired and can not be renewed, leaving us out of compliance with the current R-6 zoning code. A zoning change to R-6/PUD (for this lot only) would allow two perfectly good houses to remain and two lovely families to stay in their homes. We feel that the denial of this application would constitute a hardship for these families and a devaluation of the property for the owners. There are no plans to change or add anything to this property--- only to be allowed to keep what is there without demolishing one of the houses.

Sincerely, Bob & Rosemary

The Hoovers

Owner	Address	City	State	Zip Code
BATZ MARIA TERESA & MARIO C	2711 S WESTPORT RD	INDEPENDENCE	MO	64052
BERNEY SANDRA L	2715 S WESTPORT RD	INDEPENDENCE	MO	64052
COLVIN JASON L & JAMIE LEE	2701 S WESTPORT RD	INDEPENDENCE	MO	64052
FENT KELLY J	9513 E 27TH ST	INDEPENDENCE	MO	64052
HOOVER ROBERT E	3365 BLUE RIDGE BLVD	INDEPENDENCE	MO	64052
JACO WALLACE LLC & JACO VALLEY LLC	9104 WELLSLEY WAY	RALEIGH	NC	27613
LARKIN STERLING JACK	1110 N DICKINSON RD	INDEPENDENCE	MO	64050
NAVE MARK E	2720 WESTPORT RD	INDEPENDENCE	MO	64052
NOLAND DAVID A & JENNIFER	2700 WESTPORT RD	INDEPENDENCE	MO	64052
OWSLEY LORETTA	9509 E 27TH ST	INDEPENDENCE	MO	64052
PEARCE BARBARA	2718 S WESTPORT RD	INDEPENDENCE	MO	64052
PETREE JAMES E	2717 S WESTPORT RD	INDEPENDENCE	MO	64052
REDMAN THOMAS G & MARY A	2704 WESTPORT RD	INDEPENDENCE	MO	64052
ROSEQUIST CLAYTON M	9409 E 27TH STREET SOUTH	INDEPENDENCE	MO	64052
RS RENTAL I LLC	31 HUDSON YARDS	NEW YORK	NY	10001
WOODS MURIEL E	9505 E 27TH ST S	INDEPENDENCE	MO	64052
WRIGHT GINA M	9405 E 27TH ST	INDEPENDENCE	MO	64052

Appendix C - Property Owner Notification Affidavit

STATE OF MISSOURI

COUNTY OF JACKSON

Case No. 24-125-08

I, Rosemary Hoover, of lawful age being first duly sworn upon oath, state:

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

These notices were mailed on the 19 day of July, 2024.

Rosemary Hoover
Signature of Agent, Owner or Attorney

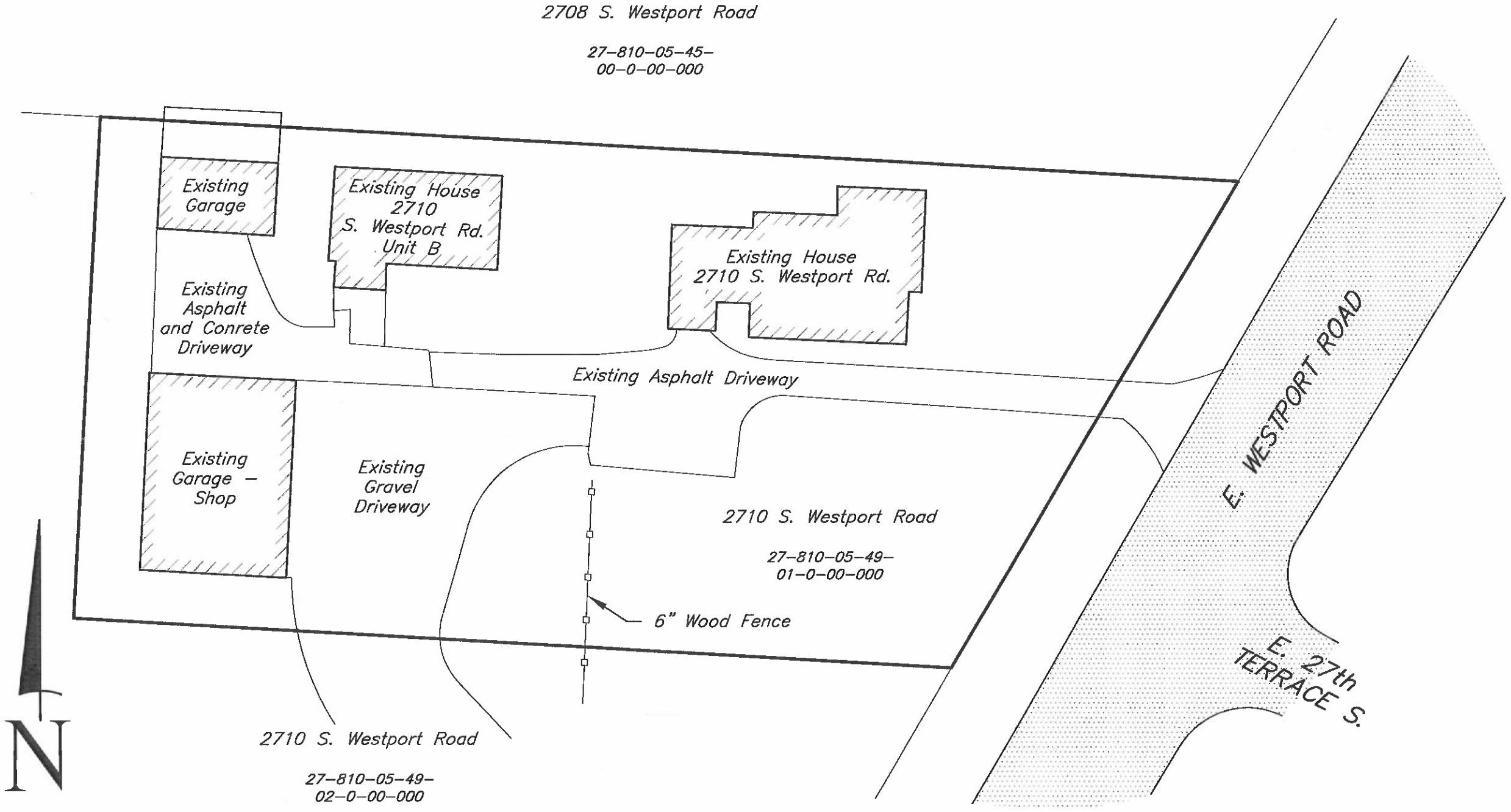
Subscribed and sworn to before me this 19th day of July, 2024.

Kimberly M Knowles
Notary Public

Jan 11, 2028
Commission Expiration Date

Kimberly M Knowles
Notary Public - Notary Seal
STATE OF MISSOURI
Jackson County
My Commission Expires: Jan. 11, 2028
Commission # 11409740

PUD SITE PLAN



SCALE: 1"=30'

0' 3' 7.5' 15' 30' 60'

WETSKIRCH & 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

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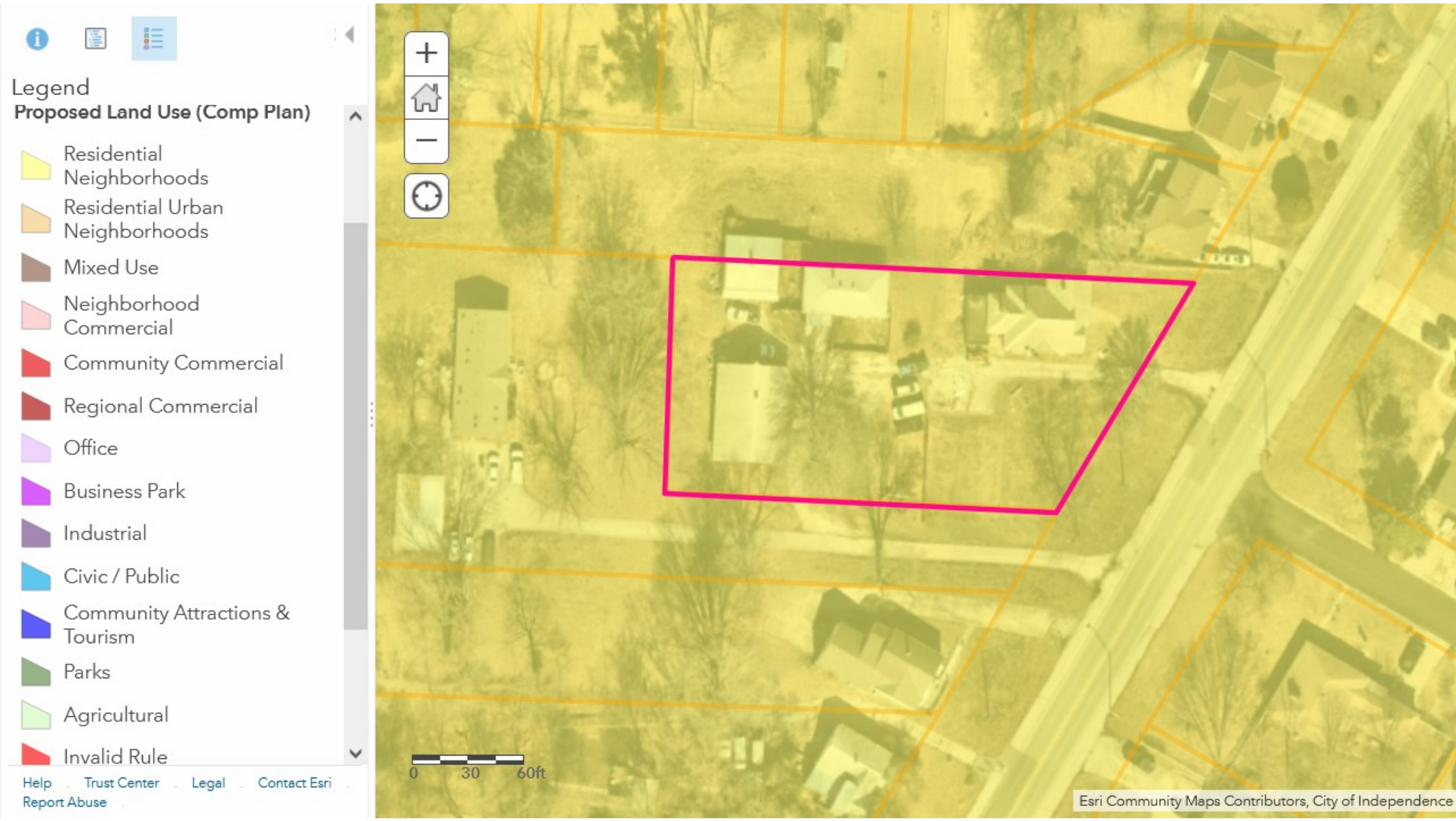
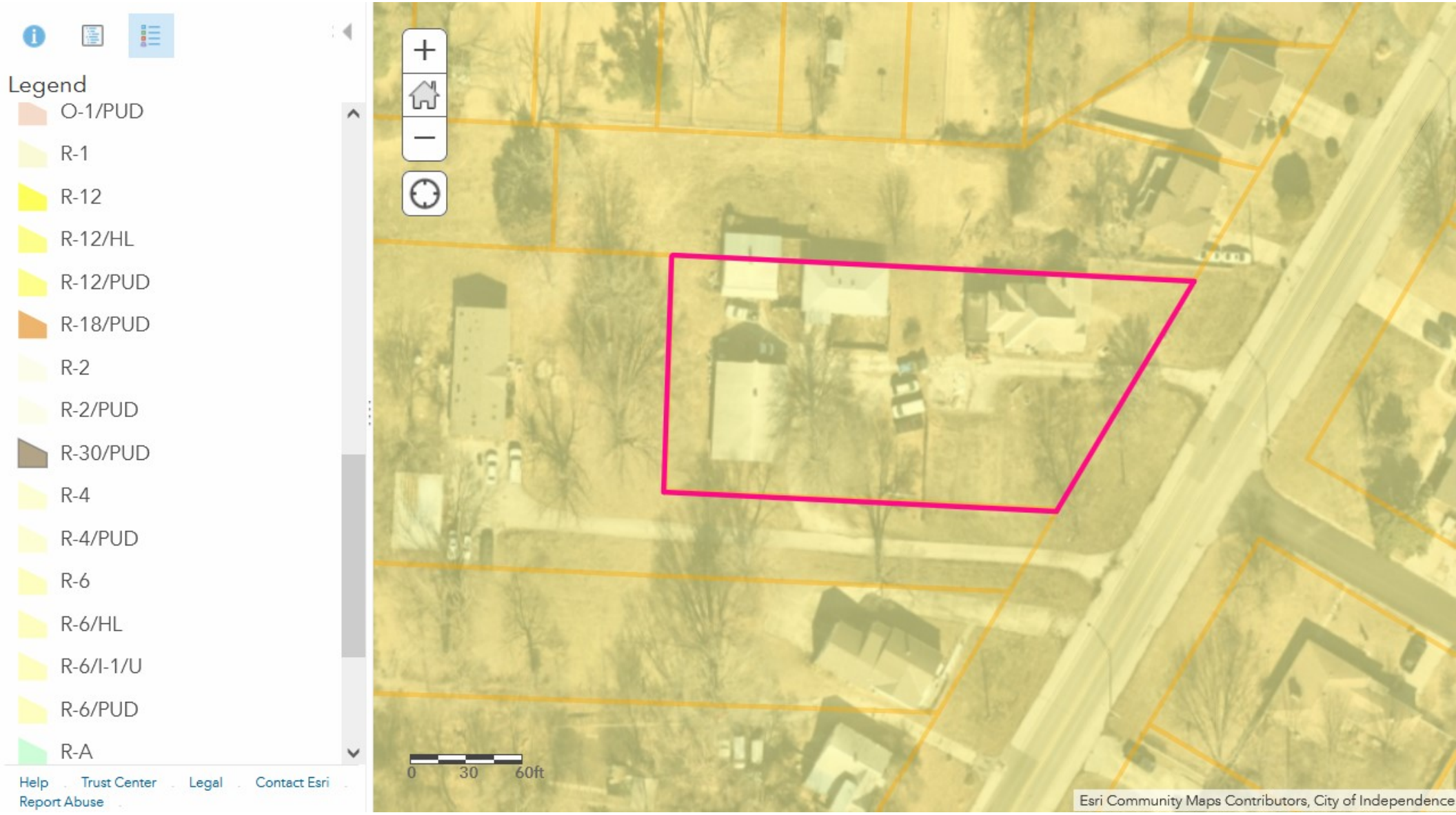

Legend
Proposed Land Use (Comp Plan)
Residential Neighborhoods
Residential Urban Neighborhoods
Mixed Use
Neighborhood Commercial
Community Commercial
Regional Commercial
Office
Business Park
Industrial
Civic / Public
Community Attractions & Tourism
Parks
Agricultural
Invalid Rule
Help
Trust Center
Legal
Contact Esri
Report Abuse
0
30
60ft
Esri Community Maps Contributors, City of Independence


Legend
O-1/PUD
R-1
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R-4
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Help
Trust Center
Legal
Contact Esri
Report Abuse
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Esri Community Maps Contributors, City of Independence

INDEPENDENCE
MISSOURI
A GREAT AMERICAN STORY

Planning Commission Minutes

August 13, 2024 6:00 PM

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

CALL TO ORDER

A meeting of the Planning Commission was held at 6:00 PM on 8/13/2024, in the 111 E Maple Avenue City Council Chambers, Independence, MO 64050. The meeting was called to order.

ROLL CALL

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

CONSENT AGENDA

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

Motion

Commissioner Dan O'Neill made a motion to approve the Consent Agenda. Commissioner Laurie Dean Wiley seconded the motion. The motion was approved Yes 7, No 0, Abstained 0.

1. Planning Commission Minutes – July 23, 2024

CASES TO BE CONTINUED - STAFF RECOMMENDS THESE CASES BE CONTINUED TO THE SEPTEMBER 10, 2024 MEETING.

1. **Continued Case 24-100-12 – Rezoning – 21101 E. 78 Hwy** - A request by Carajoto, LLC to rezone the property from R-6 (Single Family Residential) to I-1 (Industrial).

Motion
Commissioner Laurie Dean Wiley made a motion to continue the case to the September 10, 2024 meeting. Commissioner Dan O'Neill seconded the motion. The motion was approved Yes 7, No 0, Abstained 0.

2. **Continued Case 24-150-01 – Comprehensive Plan Amendment – 21101 E. 78 Hwy –** A request by Anthony Privitera to amend the Future Land Use Plan map for 21101 E. 78 Hwy.

Motion
Commissioner Dan O'Neill made a motion to continue the case to the September 10, 2024 meeting. Commissioner Laurie Dean Wiley seconded the motion. The motion was approved Yes 7, No 0, Abstained 0.

ELECTION OF OFFICERS

Motion
Commissioner Eric Ashbaugh made a motion for suspension of rules and to move the Election of Officers prior to the Public Hearing to provide experience for those newly elected. Commissioner Laurie Dean Wiley seconded the motion. The motion was approved Yes 7, No 0, Abstained 0.

Commissioner Eric Ashbaugh made a motion to nominate Laurie Dean Wiley to be Chair. Commissioner Dan O'Neill seconded the motion. The motion was approved Yes 4, No 3, Abstained 0.

Commissioner Virginia Ferguson made a motion to nominate Edward Nesbitt as Chair. No Second. The motion was denied Yes 3, No 4, Abstained 0.

Chairperson Laurie Dean Wiley made a motion to nominate Eric Ashbaugh as Vice-Chair. Commissioner Virginia Ferguson seconded the motion. The motion was approved Yes 6, No 1, Abstained 0.

Chairperson Wiley announced a five-minute recess to realign the Dias.

PUBLIC HEARINGS

1. **Continued Case 24-125-08 – Rezoning/PUD – 2710 S. Westport Road –** A request by Rosemary Hoover to rezone the property from R-6 (Single Family Residential) to R-6/PUD (Single Family Residential/Planned Unit Development) and approve a preliminary development plan.

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

Applicant Comments
Rosemary Hoover, 3365 Blue Ridge Blvd., described why she felt her case was denied by City Council last year and respectfully asked that the re-zoning be approved.

Public Comments
No public comments.

Commissioner Comments
In response to Vice-Chair Ashbaugh's question, Mr. Harker stated their recommendation is based on previous comments made by multiple people at the Public Hearing and deliberations at the City Council Hearing, and it was not based on only one opinion or person's comment.

In response to Chairperson Wiley's question, Mr. Harker confirmed that at one time there was no electricity or heat at the property. Mr. Harker stated there are currently open code violations. The applicant returned to the podium and stated she was not aware of any code violations.

Motion
Commissioner Dan O'Neill made a motion to approve the case. Commissioner Jose Torres seconded the motion. The motion was denied Yes 3, No 4, Abstained 0.

OTHER BUSINESS

1. **Case 24-400-16 – Short-Term Rental – 601 S Main Street** – A request by Nicholas Brady to operate a Short-Term Rental.

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

Applicant Comments
Sharon & Gerad Brady, 19503 Navidad Bend Court, Cypress, TX, parents of the applicant, Nicholas Brady. Mrs. Brady described their excitement for this venture and showing their support for their son. They have processes in place to meet the City requirements and make sure they are being good neighbors. As well as bringing guests to the City of Independence to learn about it's history.

In response to Commissioner Nesbitt's question, Mrs. Brady confirmed their status for adding additional parking. She stated they will be adding a garage door opener and keypad to the existing garage. The guests will be made aware of the no parking area and cameras will be in place to help monitor this. Mr. Harker confirmed they will have the updated responsible agent listed on the license.

In response to the public comments, Mrs. Brady stated the platforms used would help hold one person responsible when renting out. She also explained the landscaping plans if approved and that the ramp would be removed. Mr. Brady addressed the tree's condition.

Public Comments
Anisha Zarigoza, 605 S Main Street, expressed her concern for privacy since there is no separation between her home and the potential rental. Ms. Zarigoza also mentioned a tree in the front yard in poor condition.

Nancy Bar, 519 S Main, expressed concern about adding pavement to the backyard for the additional parking as well as her concern about bringing short-term renters to the neighborhood.

Motion
Commissioner Edward Nesbitt made a motion to approve the case with Staff recommendations. Commissioner Dan O'Neill seconded the motion. The motion was approved Yes 6, No 1, Abstained 0.

2. **Case 24-400-17 - Short-Term Rental – 3021 S Ralston Ave –** A request by Terimbere Holdings LLC to operate a Short-Term Rental.

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

Applicant Comments
Arnauld Nakaha, 744 S 160 W American Fork, UT, described his history of rentals and his business process for short-term renting.
In response to Commissioner Ashbaugh & Nesbitt's questions, Mr. Nakaha addressed the condition of the curb in front and the fence line.

Public Comments
No public comments.

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

3. **Case 24-400-18 - Short-Term Rental – 4444 S. College Ave** – A request by Shawn Foster to operate a Short-Term Rental.

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

Applicant Comments
Shawn Foster, 3909 S Phelps Road, explained the home has been in his family since the 1950s and maintaining peace and not having issues is very important. He lives five minutes from the property and further described his experience and other rental properties he currently oversees.

In response to the citizen's concern, Mr. Foster stated he was not concerned about the dogs as long as they are behind the fence and not running free.

In response to Vice-Chair Ashbaugh's question, Mr. Foster stated he does not anticipate any issues meeting the Staff's conditions for approval.

Public Comments
Haley Tonavasa, 4440 S. College Ave., owns dogs and was concerned about the guests being disturbed by them. She also had letters from neighbors in opposition to the rental. The addresses are 4441 S. College Ave. & 4445 S. College Ave.

Motion
Commissioner Edward Nesbitt made a motion to approve the case with changes to #5 of the Staff Report to show 3 bedrooms and #4 to allow 8 person's total. Commissioner Eric Ashbaugh seconded the motion. The motion was approved Yes 7, No 0, Abstained 0.

4. **Case 24-400-19 - Short-Term Rental – 2311 S. Norwood Ave** – A request by Sadie Redmond to operate a Short-Term Rental.

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

Applicant Comments
Deshaun Amua, 11001 E 24th St., they own four other homes on that street and would like to turn this property into a short-term rental.

Public Comments
No public comments.

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

ROUNDTABLE - NEXT MEETING AUGUST 27, 2024

Chairperson Laurie Dean Wiley thanked everyone for their vote. She looks forward to working with everyone in this role. She encouraged everyone to complete their Mid-America Regional Council Training.

Rick Arroyo welcomed Commissioner Michael Young to the committee. Mr. Arroyo presented Cindy McClain with a plaque, thanking her for her nearly nine years of service.

ADJOURNMENT

Meeting adjourned at 8:19pm

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

24-091 **2R** An ordinance approving a plan for an industrial development project for the Arabella Apartment Project; authorizing the City of Independence, Missouri to issue its Taxable Industrial Development Revenue bonds in a principal amount not to exceed $39,200,000; and authorizing certain documents and actions in connection therewith. **2R**

Recommendations:

Staff recommends approval.

Background:

Lombardo Homes of Independence, LLC seeks a Chapter 100 Plan for the purpose of acquiring, constructing and improving approximately 176 ranch-style residential units. The project is located near the southwest corner of R D Mize and Jackson on approximately 45 acres and will consist of approximately twenty-three (23) six-unit buildings and nine (9) four-unit buildings. An additional two units may be added for a total of 176.

The purpose of the Chapter 100 Plan is to authorize the issuance by the City of taxable industrial development revenue bonds in the aggregate principal amount of not to exceed $39,200,000 (the “Bonds”) with respect to the project. The Bonds will be payable solely out of payments, revenues and receipts derived by the City from the lease of the Project to Lombardo and/or its designee, and from no other source. Under no circumstance will the City have any liability for repayment of the bonds.

The purpose of this Chapter 100 Plan is to provide sales and use tax exemption on construction materials only for qualified building materials for the construction of the project. A payment in lieu of tax will be required in an amount calculated to equal the taxes that would otherwise have been due in each year during which the Project is off the tax rolls by virtue of City ownership. With this Plan, there is no real property tax abatement and City ownership will continue only during the construction period, which is anticipated to be completed by July 2027.

Emergency Justification:

Fiscal Impact:

Council Action:

Department / Contact Community Development /

REVIEWERS

Tom Scannell
Jeremy Cover
Zachary Walker
Susanne Holland

ATTACHMENTS:

1. Arabella Chapter 100 Ordinance
2. BPA
3. Indenture
4. Lease
5. Performance Agreement
6. Plan and CBA - FINAL AS MAILED

BILL NO._____

ORDINANCE NO. _____

AN ORDINANCE APPROVING A PLAN FOR AN INDUSTRIAL DEVELOPMENT PROJECT FOR THE ARABELLA APARTMENTS PROJECT; AUTHORIZING THE CITY OF INDEPENDENCE, MISSOURI TO ISSUE TAXABLE INDUSTRIAL DEVELOPMENT REVENUE BONDS IN A PRINCIPAL AMOUNT NOT TO EXCEED $39,200,000; AND AUTHORIZING CERTAIN DOCUMENTS AND ACTIONS IN CONNECTION THEREWITH.

WHEREAS, the City of Independence, Missouri (the "City") is a constitutional charter city and municipal corporation of the State of Missouri, duly created, organized and existing under and by virtue of the Constitution and laws of the State of Missouri; and

WHEREAS, the City is authorized under the provisions of Article VI, Section 27 of the Missouri Constitution, as amended, and Sections 100.010 to 100.200, inclusive, of the Revised Statutes of Missouri, as amended (collectively, the "Act"), to purchase, construct, extend and improve certain projects (as defined in the Act) for the purposes set forth in the Act and to issue industrial development revenue bonds for the purpose of providing funds to pay the costs of such projects and to lease or otherwise dispose of such projects to private persons or corporations for manufacturing, commercial, warehousing and industrial development purposes upon such terms and conditions as the City shall deem advisable; and

WHEREAS, the City, in accordance with Section 100.050 of the Act, has prepared a plan for industrial development (the "Plan") for Lombardo Homes of Independence, LLC, a Michigan limited liability company (the "Company"), with respect to a project consisting of the construction and improvement of a commercial apartment facility located at 19515 - 19601 E. R.D. Mize Road in Independence, Missouri, together with related public improvements (the "Project"), notice of the Project was given to the taxing jurisdictions in accordance with Section 100.059.1 of the Act and the City now desires to approve the Plan; and

WHEREAS, the City desires to finance the costs of the Project out of the proceeds of industrial development revenue bonds to be issued under the Act (the "Bonds"); and

WHEREAS, the City has and does hereby find and determine that it is desirable for the economic development of the City and within the public purposes of the Act that the City proceed with the issuance of the Bonds for the purpose described above; and

WHEREAS, Section 10.7 of the City Charter requires that all bonds sold by the City be sold at public sale upon sealed proposals after at least ten days' notice in a newspaper of general circulation in the City; and

WHEREAS, a notice of sale was published in *The Examiner* inviting potential bond purchasers to submit bids for the Bonds and the City has received one bid for the Bonds; and

WHEREAS, the City further finds and determines that it is necessary and desirable in connection with approval of the Plan and the issuance of the Bonds that the City enter into certain documents, and that the City take certain other actions and approve the execution of certain other documents as herein provided;

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

Section 1. Promotion of Economic Development. The Council hereby finds and determines that the Project is a commercial project that will promote the economic welfare and the development of the City, and the issuance of the Bonds by the City to pay the costs of the Project will be in furtherance of the public purposes set forth in the Act.

Section 2. Approval of Plan. The Council hereby approves the Plan for an Industrial Development Project attached hereto as ***Exhibit A*** in accordance with Section 100.050 of the Act.

Section 3. Authorization and Sale of the Bonds. The City is hereby authorized to issue and sell its Taxable Industrial Development Revenue Bonds (Arabella Apartments Project), in an aggregate principal amount not to exceed $39,200,000, for the purpose of providing funds to pay the costs of the Project. The Bonds shall be issued and secured pursuant to the herein authorized Trust Indenture and shall bear such date, shall mature at such time, shall be in such denominations, shall bear interest at such rate, shall be in such form, shall be subject to redemption, shall have such other terms and provisions, shall be issued, executed and delivered in such manner and shall be subject to such provisions, covenants and agreements as are specified in the Trust Indenture upon the execution thereof, and the signatures of the officers of the City executing the Trust Indenture shall constitute conclusive evidence of their approval and the City's approval thereof. The City hereby accepts the bid received from the Company for the sale of the Bonds. The sale of the Bonds to the Company or its designee(s), as the winning bidder at the public sale, at the interest rate set forth in the winning bid and upon the terms set forth in the Trust Indenture is hereby approved.

Section 4. Limited Obligations. The Bonds and the interest thereon shall be limited obligations of the City payable solely out of the payments, revenues and receipts derived by the City from the herein authorized Lease Agreement, and such payments, revenues and receipts shall be pledged and assigned to the Trustee as security for the payment of the Bonds as provided in the Trust Indenture. The Bonds and the interest thereon shall not be deemed to constitute a debt or liability of the City within the meaning of any constitutional provision, statutory limitation or City Charter provision and shall not constitute a pledge of the full faith and credit of the City. The issuance of the Bonds shall not, directly, indirectly or contingently, obligate the City to levy any form of taxation therefore or to make any appropriation for their payment.

Section 5. Approval and Authorization of Documents. The following documents (the "City Documents") are hereby approved in substantially the forms presented to the Council at this meeting (copies of which documents shall be filed in the records of the City), and the City is hereby authorized to execute and deliver the City Documents with such changes therein as shall be approved by the officials of the City executing such documents, such officials' signatures thereon being conclusive evidence of their approval thereof:

(a) Trust Indenture dated as of the date set forth therein (the "Trust Indenture"), between the City and BOKF, N.A., as trustee (the "Trustee"), pursuant to which the Bonds shall be issued and the City shall pledge and assign the payments, revenues and receipts received pursuant to the Lease Agreement to the Trustee for the benefit and security of the owners of the Bonds upon the terms and conditions as set forth in the Trust Indenture;

(b) Lease Agreement dated as of the date set forth therein (the "Lease Agreement"), between the City and the Company, under which the City will provide funds for the construction and improvement of the Project and lease the Project to the Company pursuant to the terms and conditions in the Lease Agreement, in consideration of rental payments by the Company which will be sufficient to pay the principal of, premium, if any, and interest on the Bonds;

(c) Bond Purchase Agreement dated as of the date set forth therein, between the City and the Company, pursuant to which the Company agrees to purchase the Bonds; and

(d) Performance Agreement dated as of the date set forth therein, between the City and the Company, pursuant to which the City has granted the Company certain rights in consideration for the Company's agreement to pay certain payments in lieu of taxes.

Section 6. Execution of Documents. The Mayor or City Manager of the City is hereby authorized and directed to execute the Bonds and to deliver the Bonds to the Trustee for authentication for and on behalf of and as the act and deed of the City in the manner provided in the Indenture. The Mayor and/or City Manager of the City is hereby authorized and directed to execute the City Documents and such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance, for and on behalf of and as the act and deed of the City. The City Clerk of the City is hereby authorized and directed to attest to and affix the seal of the City to the Bonds and the City Documents and such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance.

Section 7. Further Authority. The Mayor, City Manager, Director of Finance, City Clerk and other officials, agents and employees of the City as required are hereby authorized and directed to take such further action and execute such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance and to carry out, comply with and perform the duties of the City with respect to the Bonds and the City Documents, including but not limited to the execution of any financing documents in accordance with the Lease.

Section 8. Effective Date. This Ordinance shall take effect and be in full force as provided by the City Charter.

[remainder of page intentionally left blank]

PASSED THIS _____ DAY OF OCTOBER, 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

EXHIBIT A

PLAN FOR AN INDUSTRIAL DEVELOPMENT PROJECT

$39,200,000
(AGGREGATE MAXIMUM PRINCIPAL AMOUNT)
CITY OF INDEPENDENCE, MISSOURI
TAXABLE INDUSTRIAL DEVELOPMENT REVENUE BONDS
(ARABELLA APARTMENTS PROJECT)
SERIES 2024

DATED AS OF OCTOBER 1, 2024

BOND PURCHASE AGREEMENT

Mayor and City Council
Independence, Missouri

Ladies and Gentlemen:

On the basis of the representations, and covenants and upon the terms and conditions contained in this Bond Purchase Agreement, Lombardo Homes of Independence, LLC, a Michigan limited liability company (the "Purchaser"), offers to purchase from the City of Independence, Missouri (the "City"), the above-referenced series of Taxable Industrial Development Revenue Bonds (the "Bonds"), to be issued by the City, under and pursuant to an ordinance passed by the governing body of the City on October ___, 2024 (the "Ordinance") and a Trust Indenture dated as of October 1, 2024 (the "Indenture"), by and between the City and BOKF, N.A., Kansas City, Missouri, as trustee (the "Trustee"). Capitalized terms not otherwise defined herein shall have the meanings set forth in **Section 101** of the Indenture.

SECTION 1. REPRESENTATIONS AND AGREEMENTS

(a) By the City's acceptance hereof, the City hereby represents to the Purchaser that:

(1) The City is a constitutional charter city and municipal corporation duly organized and validly existing under the laws of the State of Missouri. The City is authorized under Article VI, Section 27(b) of the Missouri Constitution and Sections 100.010 through 100.200 of the Revised Statutes of Missouri, as amended, and its Charter to authorize, issue and deliver the Bonds and to consummate all transactions contemplated by this Bond Purchase Agreement, the Ordinance, the Indenture, the Lease, the Performance Agreement and any and all other agreements relating thereto. The proceeds of the Bonds shall be used to finance the Project for Lombardo Homes of Independence, LLC, a Michigan limited liability company (the "Company"), and to pay for the costs incurred in connection with the issuance of the Bonds;

(2) There is no controversy, suit or other proceeding of any kind pending or threatened wherein or whereby any question is raised or may be raised, questioning, disputing or affecting in any way the legal organization of the City or its boundaries, or the right or title of any of its officers to their respective offices, or the legality of any official act leading up to the issuance of the Bonds or the constitutionality or validity of the indebtedness represented by the Bonds or the validity of the Bonds, the Ordinance, the Lease, the Indenture or the Performance Agreement; and

(3) Any certificate signed by an authorized representative of the City and delivered to the Purchaser shall be deemed a representation and warranty by the City to such party as to the statements made therein.

(b) The Purchaser represents as follows:

(1) The Purchaser is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Michigan and is in good standing under the laws of and authorized to do business in the State of Missouri;

(2) The execution, delivery and performance of this Bond Purchase Agreement by the Purchaser has been duly authorized by all necessary action of the Purchaser and does not and will not conflict with or result in the breach of any of the terms, conditions or provisions of, or constitute a default under, its organizational documents, any law, court or administrative regulation, decree or order applicable to or binding upon the Purchaser, or, to the best of its knowledge, any agreement, indenture, mortgage, lease or instrument to which the Purchaser is a party or by which it is bound;

(3) When executed and delivered by the Purchaser, this Bond Purchase Agreement will be, and is, a legal, valid and binding obligation, enforceable in accordance with its terms, subject, as to enforcement, to any applicable bankruptcy, reorganization, insolvency, moratorium or other laws affecting the enforcement of creditors' rights generally and further subject to the availability of equitable remedies; and

(4) Any certificate signed by an authorized officer or agent of the Purchaser and delivered to the City shall be deemed a representation and warranty by the Purchaser to such party as to the statements made therein.

SECTION 2. PURCHASE, SALE AND DELIVERY OF THE BONDS

On the basis of the representations and covenants contained herein and in the other agreements referred to herein, and subject to the terms and conditions herein set forth and in the Indenture, the Purchaser agrees to purchase from the City and the City agrees to sell to the Purchaser the Bonds on the terms and conditions set forth herein.

The Bonds shall be sold to the Purchaser by the City on the Closing Date (hereinafter defined) upon payment of an amount equal to the Closing Price (hereinafter defined) for the Bonds, which amount shall be deposited in the Project Fund as provided in **Section 502** of the Indenture and shall thereafter on the Closing Date immediately be applied to the payment of Project Costs as provided in **Section 4.4** of the Lease. From time to time after the Closing Date as additional Project Costs are incurred, the Purchaser may make additional payments with respect to the Bonds ("Additional Payments") to the Trustee, which Additional Payments shall be deposited in the Project Fund and applied to the payment of Project Costs and the outstanding principal amount of the Bonds shall increase by each such Additional Payment; provided that the sum of the Closing Price and all such Additional Payments for the Bonds shall not, in the aggregate, exceed $39,200,000.

As used herein, the term "Closing Date" shall mean October ___, 2024, or such other date as shall be mutually agreed upon by the City and the Purchaser; the term "Closing Price" shall mean, with respect to the Bonds, that certain amount specified in writing by the Purchaser and agreed to by the City as the amount required to fund the initial disbursement from the Project Fund on the Closing Date.

The Bonds shall be issued under and secured as provided in the Ordinance, the Indenture and the Lease authorized thereby and the Bonds shall have the maturity, interest rate and shall be subject to redemption as set forth therein. The delivery of the Bonds shall be made in definitive form as a fully registered bond in the maximum aggregate principal denomination of $39,200,000; provided, that the principal amount of the Bonds outstanding at any time shall be that amount recorded in the official bond registration records of the Trustee and further provided that interest shall be payable on the Bonds only on the outstanding principal amount of the Bonds, as more fully provided in the Indenture.

The Company agrees to indemnify and hold harmless the City, the Trustee, and any member, officer, official or employee of the City or of the Trustee and any person controlling the Trustee within the meaning of Section 15 of the Securities Act of 1933, as amended (collectively, the "Indemnified Parties"), against any and all losses, claims, damages, liabilities or expenses whatsoever to the extent caused by any violation by the Company of, or failure by the Company to comply with, any federal or state securities laws in connection with the Bonds; provided, however, the indemnification contained in this paragraph shall not extend to such Indemnified Party if such loss, claim, damage, liability or expense is (a) the result of the Indemnified Party's negligence or willful misconduct, or (b) the Indemnified Party is not following the written instructions of the Owner of the Bonds.

In case any action shall be brought against one or more of the Indemnified Parties based upon the foregoing indemnification and in respect of which indemnity may be sought against the Company, the Indemnified Parties shall promptly notify the Company in writing and the Company shall promptly assume the defense thereof, including the employment of counsel, the payment of all expenses and the right to negotiate and consent to settlement. Any one or more of the Indemnified Parties shall have the right to employ separate counsel in any such action and to participate in the defense thereof, but the fees and expenses of such counsel shall be at the expense of such Indemnified Party or Indemnified Parties unless employment of such counsel has been specifically authorized by the Company. The Company shall not be liable for any settlement of any such action effected without its consent by any of the Indemnified Parties, but if settled with the consent of the Company or if there be a final judgment for the plaintiff in any such action against the Company or any of the Indemnified Parties, with or without the consent of the Company, then provided that the Company was given prompt written notice and the ability to assume the defense thereof as required by this paragraph, the Company agrees to indemnify and hold harmless the Indemnified Parties to the extent provided herein.

SECTION 3. CONDITIONS TO THE PURCHASER'S OBLIGATIONS

The Purchaser's obligations hereunder shall be subject to the due performance by the City of the City's obligations and agreements to be performed hereunder on or prior to the Closing Date and to the accuracy of and compliance with the City's representations contained herein, as of the date hereof and as of the Closing Date, and are also subject to the following conditions:

(a) There shall be delivered to the Purchaser on or prior to the Closing Date a duly executed copy of the Ordinance, the Indenture, the Performance Agreement, this Agreement and the Lease and any other instrument contemplated thereby shall be in full force and effect and shall not have been modified or changed except as may have been agreed to in writing by the Purchaser;

(b) The City shall confirm on the Closing Date by a certificate that at and as of the Closing Date the City has taken all action necessary to issue the Bonds and that there is no controversy, suit or other proceeding of any kind pending or threatened wherein any question is raised affecting in any way the legal organization of the City or the legality of any official act shown to have been done in the transcript of proceedings leading up to the issuance of the Bonds,

or the constitutionality or validity of the indebtedness represented by the Bonds or the validity of the Bonds or any proceedings in relation to the issuance or sale thereof;

(c) The Company shall execute a certificate, dated the Closing Date, to the effect that (i) no litigation, proceeding or investigation is pending against the Company or its affiliates or, to the knowledge of the Company, threatened which would (A) contest, affect, restrain or enjoin the issuance, validity, execution, delivery or performance of the Bonds, or (B) in any way contest the existence or powers of the Company, (ii) no litigation, proceeding or investigation is pending or, to the knowledge of the Company, threatened against the Company that could reasonably be expected to adversely affect its ability to perform its obligations hereunder, (iii) the representations and warranties of the Company herein were and are true and correct in all material respects and not misleading as of the date made and as of the Closing Date, and (iv) such other matters as are reasonably requested by the other parties in connection with the issuance of the Bonds; and

(d) Receipt by the Purchaser and the Company of an approving opinion from Gilmore & Bell, P.C., in form and substance satisfactory to the Purchaser and the Company.

SECTION 4. THE PURCHASER'S RIGHT TO CANCEL

The Purchaser shall have the right to cancel its obligation hereunder to purchase the Bonds by notifying the City in writing of its election to make such cancellation at any time prior to the Closing Date.

SECTION 5. CONDITIONS OF OBLIGATIONS

The obligations of the parties hereto are subject to the receipt of the approving opinion of Gilmore & Bell, P.C., Bond Counsel, with respect to the validity of the authorization and issuance of the Bonds.

SECTION 6. REPRESENTATIONS AND AGREEMENTS TO SURVIVE DELIVERY

All of the representations and agreements by either party shall remain operative and in full force and effect, and shall survive delivery of the Bonds to the Purchaser.

SECTION 7. PAYMENT OF EXPENSES

The Company shall pay all reasonable expenses and costs to effect the authorization, preparation, issuance, delivery and sale of the Bonds.

SECTION 8. NOTICE

Any notice or other communication to be given to the City under this Agreement may be given by mailing or delivering the same in writing to the address of the City as provided in the Indenture for notices to the City required thereunder; any notice or other communication to be given to the Purchaser or the Company under this Agreement may be given by delivering the same in writing to the address of the Company as provided in the Indenture for notices to the Company thereunder.

SECTION 9. APPLICABLE LAW; ASSIGNABILITY

This Bond Purchase Agreement shall be governed by the laws of the State of Missouri and may be assigned by the Purchaser to any party to which the Lease is assigned, or otherwise may be assigned with the written consent of the City, which consent shall not be unreasonably withheld, conditioned or delayed.

SECTION 10. EXECUTION OF COUNTERPARTS; ELECTRONIC STORAGE

This Bond Purchase Agreement may be executed in several counterparts, each of which shall be regarded as an original and all of which shall constitute one and the same document. The parties agree that the transaction described herein may be conducted and related documents may be sent, received or stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

[Remainder of this page intentionally left blank]

Very truly yours,

LOMBARDO HOMES OF INDEPENDENCE, LLC,
a Michigan limited liability company

By: _____
Name:
Title:

Accepted and Agreed to:

CITY OF INDEPENDENCE, MISSOURI

By: _____
Name: Zachary Walker
Title: City Manager

[SEAL]

ATTEST:

By: _____
Name: Susanne Holland
Title: City Clerk

CITY OF INDEPENDENCE, MISSOURI,
the City

AND

BOKF, N.A.,
as Trustee

TRUST INDENTURE

Dated as of October 1, 2024

Relating to:

$39,200,000
(Aggregate Maximum Principal Amount)
City of Independence, Missouri
Taxable Industrial Development Revenue Bonds
(Arabella Apartments Project)
Series 2024

TRUST INDENTURE

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TRUST INDENTURE

THIS TRUST INDENTURE dated as of October 1, 2024 (the "Indenture"), is between the **CITY OF INDEPENDENCE, MISSOURI,** a constitutional charter city and municipal corporation duly organized and existing under the laws of the State of Missouri (the "City"), and **BOKF, N.A.**, Kansas City, Missouri, a national banking association duly organized and existing and authorized to accept and execute trusts of the character herein set forth under the laws of the United States of America, with a corporate trust office located in Kansas City, Missouri, as Trustee (the "Trustee");

RECITALS:

1. The City is authorized and empowered pursuant to the provisions of Article VI, Section 27(b) of the Missouri Constitution and Sections 100.010 through 100.200, inclusive, of the Revised Statutes of Missouri, as amended (collectively, the **"Act"**), to purchase, construct, extend and improve certain "projects" (as defined in the Act) and to issue industrial development revenue bonds for the purpose of providing funds to pay the costs of such projects and to lease or otherwise dispose of such projects to private persons or businesses for manufacturing, commercial, research and development, warehousing and industrial development purposes upon such terms and conditions as the City shall deem advisable.

2. Pursuant to the Act, the City Council passed an ordinance (the "Ordinance"), authorizing the City to issue its Taxable Industrial Development Revenue Bonds (Arabella Apartments Project), Series 2024, in the maximum principal amount of $39,200,000 (the "Bonds"), for the purpose of acquiring and improving certain real property located at 19515 - 19601 E. R.D. Mize Road in the City (the "Project Site," as more fully described on **Exhibit A** hereto), including the construction and improvement of a commercial facility on the Project Site together with related public improvements (the "Project Improvements," as more fully described on **Exhibit B** hereto).

3. The Ordinance authorizes the City to lease the Project Site and the Project Improvements (collectively, the "Project") to Lombardo Homes of Independence, LLC, a Michigan limited liability company (the "Company").

4. Pursuant to the Ordinance, the City is authorized to execute and deliver (a) this Indenture for the purpose of issuing and securing the Bonds, (b) the Lease Agreement of even date herewith (the "Lease") with the Company, under which the City, as lessor, will, or will cause the Company to, construct and improve the Project and will lease the Project to the Company, as lessee, in consideration of rentals that will be sufficient to pay the principal of and interest on the Bonds, and (c) the Performance Agreement for the purpose of setting forth certain payments in lieu of taxes to be made by the Company with respect to the Project.

5. All things necessary to make the Bonds, when authenticated by the Trustee and issued as provided in this Indenture, the valid and legally binding obligations of the City, and to constitute this Indenture a valid and legally binding pledge and assignment of the Trust Estate (defined herein) herein made for the security of the payment of the principal of and interest on the Bonds, have been done and performed, and the execution and delivery of this Indenture and the execution and issuance of the Bonds, subject to the terms hereof, have in all respects been duly authorized.

NOW, THEREFORE, THIS TRUST INDENTURE WITNESSETH:

GRANTING CLAUSES

That the City, in consideration of the premises, the acceptance by the Trustee of the trusts hereby created, the purchase and acceptance of the Bonds by the Owners thereof, and of other good and valuable consideration, the receipt of which is hereby acknowledged, and in order to secure the payment of the principal of and interest on all of the Bonds issued and outstanding under this Indenture from time to time according to their tenor and effect, and to secure the performance and observance by the City of all the covenants, agreements and conditions herein and in the Bonds contained, does hereby pledge and assign to the Trustee and its successors and assigns until this Indenture has been satisfied and discharged, the property described in paragraphs (a), (b) and (c) below (said property being herein referred to as the "Trust Estate"), to-wit:

(a) All right, title and interest in and to the Project together with the tenements, hereditaments, appurtenances, rights, easements, privileges and immunities thereunto belonging or appertaining and, to the extent permissible, all permits, certificates, approvals and authorizations;

(b) All right, title and interest of the City in, to and under the Lease (excluding the Unassigned Rights), and all rents, revenues and receipts derived by the City from the Project including, without limitation, all rentals and other amounts to be received by the City and paid by the Company under and pursuant to and subject to the provisions of the Lease; and

(c) All moneys and securities from time to time held by or now or hereafter required to be paid to the Trustee under the terms of this Indenture, and any and all other real or personal property of every kind and nature from time to time hereafter, by delivery or by writing of any kind, pledged, assigned or transferred as and for additional security hereunder by the City or by anyone in its behalf, or with its written consent, to the Trustee, which is hereby authorized to receive any and all such property at any and all times and to hold and apply the same subject to the terms hereof.

TO HAVE AND TO HOLD, all and singular, the Trust Estate with all rights and privileges hereby pledged and assigned or agreed or intended so to be, to the Trustee and its successors and assigns forever;

IN TRUST NEVERTHELESS, upon the terms and subject to the conditions herein set forth, for the equal and proportionate benefit, protection and security of all Owners from time to time of the Bonds outstanding under this Indenture, without preference, priority or distinction as to lien or otherwise of any of the Bonds over any other of the Bonds except as expressly provided in or permitted by this Indenture;

PROVIDED, HOWEVER, that if the City pays, or causes to be paid, the principal of and interest on the Bonds, at the time and in the manner mentioned in the Bonds, according to the true intent and meaning thereof, or provides for the payment thereof (as provided in **Article XIII** hereof), and pays or causes to be paid to the Trustee all other sums of money due or to become due to it in accordance with the terms and provisions hereof, then upon such final payments this Indenture and the rights thereby granted shall cease, determine and be void; otherwise, this Indenture shall be and remain in full force and effect.

THIS INDENTURE FURTHER WITNESSETH, and it is hereby expressly declared, covenanted and agreed by and between the parties hereto, that all Bonds issued and secured hereunder are to be issued, authenticated and delivered and that all the Trust Estate is to be held and applied under, upon and subject to the terms, conditions, stipulations, covenants, agreements, trusts, uses and purposes as

hereinafter expressed, and the City does hereby agree and covenant with the Trustee and with the respective Owners from time to time, as follows:

ARTICLE I

DEFINITIONS

Section 101. Definitions of Words and Terms. In addition to words and terms defined in **Section 1.1** of the Lease, which definitions shall be deemed to be incorporated herein, and terms defined elsewhere in this Indenture, the following words and terms as used in this Indenture shall have the following meanings, unless some other meaning is plainly intended:

"Act" means, collectively, Article VI, Section 27(b) of the Missouri Constitution, as amended, and Sections 100.010 through 100.200 of the Revised Statutes of Missouri, as amended.

"Additional Rent" means the additional rental described in **Sections 5.2** and **6.2** of the Lease.

"Authorized City Representative" means the Mayor, the City Manager, the Director of Finance, the City Clerk or such other person at the time designated to act on behalf of the City as evidenced by written certificate furnished to the Company and the Trustee containing the specimen signature of such person and signed on behalf of the City by its Mayor or City Manager. Such certificate may designate an alternate or alternates each of whom shall be entitled to perform all duties of the Authorized City Representative.

"Authorized Company Representative" means the Person at the time designated to act on behalf of the Company as evidenced by written certificate furnished to the City and the Trustee containing the specimen signature of such Person and signed on behalf of the Company by an authorized officer of the Company. Such certificate may designate an alternate or alternates, each of whom shall be entitled to perform all duties of the Authorized Company Representative.

"Basic Rent" means the rental described in **Section 5.1** of the Lease.

"Bond" or **"Bonds"** means the Taxable Industrial Development Revenue Bonds (Arabella Apartments Project), Series 2024, in the maximum aggregate principal amount of $39,200,000, issued, authenticated and delivered under and pursuant to this Indenture.

"Bond Fund" means the "City of Independence, Missouri, Bond Fund – Lombardo Homes of Independence, LLC" created in **Section 501** of this Indenture.

"Bond Purchase Agreement" means the agreement by that name with respect to the Bonds, dated as of October 1, 2024, by and between the City and the Purchaser.

"Business Day" means any day other than a Saturday or Sunday or legal holiday or a day on which banks located in the city in which the payment office of the Trustee are required or authorized by law to remain closed.

"City" means the City of Independence, Missouri, a constitutional charter city and municipal corporation duly organized and existing under the laws of the State of Missouri, and its successors and assigns.

"Closing Date" means the date identified in the Bond Purchase Agreement for the initial issuance and delivery of the Bonds.

"Closing Price" means the amount specified in writing by the Purchaser and agreed to by the City as the amount required to pay for the initial issuance of the Bonds on the Closing Date.

"Company" means Lombardo Homes of Independence, LLC, a Michigan limited liability company, and its successors or assigns.

"Completion Date" means the date of execution of the certificate required pursuant to **Section 504** hereof.

"Costs of Issuance Fund" means the "City of Independence, Missouri, Costs of Issuance Fund – Lombardo Homes of Independence, LLC" created in **Section 501** hereof.

"Cumulative Outstanding Principal Amount" means an amount equal to the aggregate of all amounts paid into the Project Fund in accordance with the provisions of this Indenture, the Bond Purchase Agreement and the Lease, as reflected in the bond registration records maintained by the Trustee or in the Table of Cumulative Outstanding Principal Amount set forth in the form of Bond in **Exhibit C** hereto.

"Event of Default" means, with respect to this Indenture, any Event of Default as defined in **Section 901** hereof and, with respect to the Lease, any Event of Default as described in **Section 12.1** of the Lease.

"Government Securities" means direct obligations of, or obligations the payment of principal of and interest on which are unconditionally guaranteed by, the United States of America.

"Indenture" means this Trust Indenture, as from time to time amended and supplemented by Supplemental Indentures in accordance with the provisions of **Article XI** hereof.

"Investment Securities" means any of the following securities:

(a) Government Securities;

(b) obligations of the Federal Financing Bank, the Federal Intermediate Credit Corporation, Federal Banks for Cooperatives, Federal Land Banks, and Farmers Home Administration;

(c) direct and general obligations of any state of the United States of America, to the payment of the principal of and interest on which the full faith and credit of such state is pledged, provided that at the time of their purchase under this Indenture such obligations are rated in either of the two highest rating categories by a nationally-recognized bond rating agency;

(d) certificates of deposit, whether negotiable or nonnegotiable, issued by any bank or trust company organized under the laws of any state of the United States of America or any national banking association (including the Trustee or any of its affiliates), provided that such certificates of deposit shall be either (1) continuously and fully insured by the Federal Deposit Insurance Corporation, or (2) continuously and fully secured by such securities as are described above in

clauses (a) through (c), inclusive, which shall have a market value at all times at least equal to the principal amount of such certificates of deposit and shall be deposited with the Trustee or a custodian bank, trust company or national banking association. The bank, trust company or national banking association holding each such certificate of deposit required to be so secured shall furnish the Trustee written evidence satisfactory to it that the aggregate market value of all such obligations securing each such certificate of deposit will at all times be an amount at least equal to the principal amount of each such certificate of deposit and the Trustee shall be entitled to rely on each such undertaking;

(e) shares of a fund registered under the Investment Company Act of 1940, as amended, whose shares are registered under the Securities Act of 1933, as amended, having assets of at least $100,000,000, and which shares, at the time of purchase, are rated by S&P and Moody's in one of the two highest rating categories (without regard to any refinements or gradation of rating category by numerical modifier or otherwise) assigned by such rating agencies for obligations of that nature; or

(f) any other investment approved in writing by the Authorized City Representative and the Owners of all of the Outstanding Bonds.

"Lease" means the Lease Agreement dated as of October 1, 2024, between the City, as lessor, and the Company, as lessee, as from time to time amended and supplemented by Supplemental Leases in accordance with the provisions thereof and of **Article XII** of this Indenture.

"Lender" has the meaning set forth in the Lease.

"Moody's" means Moody's Investors Service, Inc., a corporation organized and existing under the laws of the State of Delaware, its successors and assigns, and, if such corporation is dissolved or liquidated or no longer performs the functions of a securities rating agency, "Moody's" will be deemed to refer to any other nationally recognized securities rating agency designated by the Authorized Company Representative.

"Outstanding" means, when used with reference to Bonds, as of a particular date, all Bonds theretofore authenticated and delivered, except:

(a) Bonds subsequently cancelled by the Trustee or delivered to the Trustee for cancellation;

(b) Bonds deemed to be paid in accordance with the provisions of **Section 1302** hereof; and

(c) Bonds in exchange for or in lieu of which other Bonds have been authenticated and delivered pursuant to this Indenture.

"Owner" or **"Bondowner"** means the registered owner of any Bond as recorded on the bond registration records maintained by the Trustee.

"Paying Agent" means the Trustee and any other bank or trust company designated by this Indenture as paying agent for the Bonds at which the principal of or interest on the Bonds shall be payable.

"Payment Date" means the date on which principal or interest on any Bond, whether at the stated maturity thereof or the redemption date thereof, is payable, which shall be December 1 of each year that the Bonds are Outstanding.

"Performance Agreement" means the Performance Agreement dated as of October 1, 2024, between the City and the Company, as amended and supplemented from time to time.

"Person" or **"person"** means an individual, partnership, corporation, business trust, joint stock company, limited liability company, bank, insurance company, unincorporated association, joint venture or other entity of whatever nature.

"Project" means the Project Site and the Project Improvements as they may at any time exist.

"Project Costs" means all costs of construction and improvement of the Project and the Public Improvements and acquisition of the Project Site.

"Project Fund" means the "City of Independence, Missouri, Project Fund – Lombardo Homes of Independence, LLC" created in **Section 501** hereof.

"Project Improvements" means the Public Improvements and all buildings, structures, improvements and fixtures to be purchased, constructed, installed and otherwise improved on the Project Site pursuant to **Article IV** of the Lease and paid for in whole or in part from the proceeds of Bonds, as described in **Exhibit B** attached hereto, and all additions, alterations, modifications and improvements thereof made pursuant to the Lease.

"Project Site" means all of the real estate as described in **Exhibit A** attached hereto and by this reference made a part hereof.

"Purchaser" means the entity identified in the Bond Purchase Agreement as the purchaser of the Bonds.

"Public Improvements" means that portion of the Project Improvements consisting of constructing new street entrances, replacing the existing sidewalk, removing the existing entrance approach and installing water main under the road at two locations, and related improvements.

"S&P" means S&P Global Ratings, a division of Standard & Poor's Financial Services, LLC, its successors and assigns, and if such company is dissolved or liquidated or no longer performs the functions of a securities rating agency, "S&P" will be deemed to refer to any other nationally recognized securities rating agency designated by the Authorized Company Representative.

"State" means the State of Missouri.

"Supplemental Indenture" means any indenture supplemental or amendatory to this Indenture entered into by the City and the Trustee pursuant to **Article XI** hereof.

"Supplemental Lease" means any supplement or amendment to the Lease entered into pursuant to **Article XII** hereof.

"Trust Estate" means the Trust Estate described in the Granting Clauses of this Indenture.

"Trustee" means BOKF, N.A., Kansas City, Missouri, a national banking association duly organized and existing and authorized to accept and execute trusts of the character herein set forth under the laws of the United States of America, and its successor or successors and any other corporation which at the time may be substituted in its place pursuant to and at the time serving as Trustee under this Indenture.

"Unassigned Rights" means the City's right to receive moneys for its own account, including but not limited to payments in lieu of taxes, and the City's rights to indemnification or to be protected from liabilities by insurance policies required by the Lease, and the rights of the City to provide any consent or approval under the Lease.

Section 102. Rules of Interpretation.

(a) Unless the context shall otherwise indicate, the words importing the singular number shall include the plural and vice versa, and words importing Persons shall include firms, associations and corporations, including public bodies, as well as natural Persons.

(b) Wherever in this Indenture it is provided that either party shall or will make any payment or perform or refrain from performing any act or obligation, each such provision shall, even though not so expressed, be construed as an express covenant to make such payment or to perform, or not to perform, as the case may be, such act or obligation.

(c) All references in this instrument to designated "Articles," "Sections" and other subdivisions are, unless otherwise specified, to the designated Articles, Sections and subdivisions of this instrument as originally executed. The words "herein," "hereof," "hereunder" and other words of similar import refer to this Indenture as a whole and not to any particular Article, Section or subdivision.

(d) Whenever an item or items are listed after the word "including", such listing is not intended to be a listing that excludes items not listed.

(e) The Table of Contents and the Article and Section headings of this Indenture shall not be treated as a part of this Indenture or as affecting the true meaning of the provisions hereof.

ARTICLE II

THE BONDS

Section 201. Title and Amount of Bonds. No Bonds may be issued under this Indenture except in accordance with the provisions of this Article. The Bonds authorized to be issued under this Indenture shall be designated as "City of Independence, Missouri, Taxable Industrial Development Revenue Bonds (Arabella Apartments Project), Series 2024." The maximum total principal amount of Bonds that may be issued hereunder is hereby expressly limited to $39,200,000.

Section 202. Nature of Obligation. The Bonds and the interest thereon shall be special obligations of the City payable solely out of the rents, revenues and receipts derived by the City from the Project and the Lease, and not from any other fund or source of the City. The Bonds are secured by a pledge and assignment of the Trust Estate to the Trustee in favor of the Owners, as provided in this Indenture. The Bonds and the interest thereon shall not constitute general obligations of the City, the State or any political subdivision thereof, and neither the City, the State or related political subdivision thereof shall be liable

thereon, and the Bonds shall not constitute an indebtedness within the meaning of any constitutional, charter or statutory debt limitation or restriction, and are not payable in any manner by taxation.

Section 203. Denomination, Number and Dating of the Bonds.

(a) The Bonds shall be issuable in the form of one fully-registered Bond, in substantially the form set forth in **Exhibit C** hereto, in the denomination of $0.01 or any multiple thereof.

(b) The Bonds shall be dated by the Trustee as of the date of initial delivery thereof as provided herein. If the Bonds are at any time thereafter transferred, any replacement Bonds shall be dated as of the date of authentication thereof and numbered from 1 upward.

Section 204. Method and Place of Payment of Bonds.

(a) The principal of and interest on the Bonds shall be payable in any coin or currency of the United States of America which on the respective dates of payment thereof is legal tender for payment of public and private debts.

(b) Payment of the principal of the Bonds shall be made upon the presentation and surrender of such Bonds at the payment office of any Paying Agent named in the Bonds. The payment of principal on the Bonds shall be noted on the Bonds on **Schedule I** thereto and the registration books maintained by the Trustee pursuant to **Section 206** hereof. Payment of the interest on the Bonds shall be made by the Trustee on each Payment Date to the Person appearing on the registration books of the Trustee hereinafter provided for as the Owner thereof on the fifteenth day (whether or not a Business Day) of the calendar month next preceding such Payment Date by check or draft mailed to such Owner at such Owner's address as it appears on such registration books.

(c) The Bonds and the original **Schedule I** thereto shall be held by the Trustee in trust, unless otherwise directed in writing by the Owner. If the Bonds are held by the Trustee, the Trustee shall, on each Payment Date, send a revised copy of **Schedule I** via facsimile or other electronic means to the Owner, the Company (if not the Owner) and the City. Absent manifest error, the amounts shown on **Schedule I** as noted by the Trustee shall be conclusive evidence of the principal amount paid on the Bonds.

(d) If there is one Owner of the Bonds, the Trustee is authorized to make the final or any interim payments of principal on such Bonds by internal bank transfer or by electronic transfer to an account at a commercial bank or savings institution designated in writing by such Owner and located in the continental United States. The Trustee is also authorized to make interest payments on such Bonds by internal bank transfer or by electronic transfer to an account at a commercial bank or savings institution designated by such Owner and located in the continental United States.

(e) If the Company is the sole Owner of the Bonds, then the Company may set-off its obligation to the City as lessee under the Lease against the City's obligations to the Company as the bondholder under this Indenture. The Trustee may conclusively rely on the absence of any notice from the Company to the contrary as evidence that such set-off has occurred. On the final Payment Date, the Company may deliver to the Trustee for cancellation the Bonds and the Company shall receive a credit against the Basic Rent payable by the Company under **Section 5.1** of the Lease in an amount equal to the remaining principal on the Bond so tendered for cancellation plus accrued interest thereon.

Section 205. Execution and Authentication of Bonds.

(a) The Bonds shall be executed on behalf of the City by the manual or facsimile signature of its Mayor or City Manager and attested by the manual or facsimile signature of the City Clerk, and shall have the corporate seal of the City affixed thereto or imprinted thereon. If any officer whose signature or facsimile thereof appears on the Bonds ceases to be such officer before the delivery of such Bond, such signature or facsimile thereof shall nevertheless be valid and sufficient for all purposes, the same as if such Person had remained in office until delivery. Any Bond may be signed by such Persons as at the actual time of the execution of such Bond are the proper officers to sign such Bond although at the date of such Bond such Persons may not have been such officers.

(b) The Bonds shall have endorsed thereon a Certificate of Authentication substantially in the form set forth in **Exhibit C** hereof, which shall be manually executed by the Trustee. No Bond shall be entitled to any security or benefit under this Indenture or shall be valid or obligatory for any purposes until such Certificate of Authentication has been duly executed by the Trustee. The executed Certificate of Authentication upon any Bond shall be conclusive evidence that such Bond has been duly authenticated and delivered under this Indenture. The Certificate of Authentication on any Bond shall be deemed to have been duly executed if signed by any authorized signatory of the Trustee.

Section 206. Registration, Transfer and Exchange of Bonds.

(a) The Trustee shall keep books for the registration and for the transfer of Bonds as provided in this Indenture.

(b) The Bonds may be transferred only upon the books kept for the registration and transfer of Bonds upon surrender thereof to the Trustee duly endorsed for transfer or accompanied by an assignment duly executed by the Owner or such Owner's attorney or legal representative in such form as shall be satisfactory to the Trustee. In connection with any such transfer of the Bonds, the City and the Trustee shall receive an executed representation letter signed by the proposed assignee in substantially the form of **Exhibit D** hereto. Upon any such transfer, the City shall execute and the Trustee shall authenticate and deliver in exchange for such Bond a new fully registered Bond or Bonds, registered in the name of the transferee, of any denomination or denominations authorized by this Indenture, in an aggregate principal amount equal to the outstanding principal amount of such Bond, of the same maturity and bearing interest at the same rate.

(c) In all cases in which Bonds are exchanged or transferred hereunder the provisions of any legend restrictions on the Bonds shall be complied with and the City shall execute and the Trustee shall authenticate and deliver at the earliest practicable time Bonds in accordance with the provisions of this Indenture. All Bonds surrendered in any such exchange or transfer shall forthwith be cancelled by the Trustee. The City or the Trustee may make a reasonable charge for every such exchange or transfer of Bonds sufficient to reimburse it for any tax, fee or other governmental charge required to be paid with respect to such exchange or transfer, and such charge shall be paid before any such new Bond shall be delivered. Neither the City nor the Trustee shall be required to make any such exchange or transfer of Bonds during the 15 days immediately preceding a Payment Date on the Bonds or, in the case of any proposed redemption of Bonds, during the 15 days immediately preceding the selection of Bonds for such redemption or after such Bonds or any portion thereof has been selected for redemption.

(d) If any Owner fails to provide a certified taxpayer identification number to the Trustee, the Trustee may make a charge against such Owner sufficient to pay any governmental charge required to be paid as a result of such failure, which amount may be deducted by the Trustee from amounts otherwise payable to such Owner under such Owner's Bond.

(e) The City and Trustee consent to the pledge of the Bonds to any Lender with a Mortgage (as such term is defined in the Lease) on all or any portion of the Project Site.

Section 207. Persons Deemed Owners of Bonds. As to any Bond, the Person in whose name the same is registered as shown on the bond registration books required by **Section 206** hereof shall be deemed and regarded as the absolute owner thereof for all purposes. Payment of or on account of the principal of and interest on any such Bond shall be made only to or upon the order of the Owner thereof or a legal representative thereof. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond, including the interest thereon, to the extent of the sum or sums so paid.

Section 208. Authorization of the Bonds.

(a) The Bonds are authorized in the aggregate maximum principal amount of $39,200,000 for the purpose of providing funds to pay the costs of the Project and the costs of issuing the Bonds, which Bonds shall be designated "City of Independence, Missouri, Taxable Industrial Development Revenue Bonds (Arabella Apartments Project), Series 2024." The Bonds shall be dated as provided in **Section 203(b)** hereof, shall become due on **December 1, 2027** (subject to prior redemption as provided in **Article III** hereof) and shall bear interest as specified in **Section 208(f)** hereof, payable on the dates specified in **Section 208(f)** hereof.

(b) The Trustee is hereby designated as the Paying Agent. The Owners of a majority of Bonds then Outstanding may designate a different Paying Agent upon written notice to the City and the Trustee.

(c) The Bonds shall be executed without material variance from the form and in the manner set forth in **Exhibit C** hereto and delivered to the Trustee for authentication. Prior to or simultaneously with the authentication and delivery of the Bonds by the Trustee, there shall be filed with the Trustee electronic copies of the following:

(1) The ordinance passed by the City Council authorizing the issuance of the Bonds and the execution of this Indenture, the Lease, the Performance Agreement and the Bond Purchase Agreement;

(2) Counterparts of this Indenture, the Lease, the Performance Agreement and the Bond Purchase Agreement;

(3) A representation letter from the Purchaser in substantially the form attached as **Exhibit D** hereto;

(4) A request and authorization to the Trustee on behalf of the City, executed by the Authorized City Representative, to authenticate the Bonds and deliver the same to or at the direction of the Purchaser upon payment to the Trustee, for the account of the City, of the purchase price thereof specified in the Bond Purchase Agreement. The Trustee shall be entitled to conclusively rely upon such request and authorization as to names of the purchaser and the amount of such purchase price;

(5) An opinion of counsel nationally recognized on the subject of municipal bonds to the effect that the Bonds are in proper form and have been duly authorized in accordance with the Constitution and statutes of the State of Missouri, including the Act, and constitute valid and legally binding special obligations of the City; and

(6) Such other certificates, statements, receipts, opinions and documents as the Trustee shall reasonably require for the delivery of the Bonds.

(d) When the documents specified in subsection (c) of this Section have been filed with the Trustee, and when the Bonds have been executed and authenticated as required by this Indenture, the Purchaser shall pay the Closing Price to the Trustee, and the Trustee shall endorse the Bonds in an amount equal to the Closing Price and then either hold the Bonds in trust or if so directed in writing deliver the Bonds to or upon the order of the Purchaser.

(e) Following the initial issuance and delivery of the Bonds, the Company may submit additional requisition certificates in accordance with **Section 4.4** of the Lease, and the Trustee shall, based solely of the amount set forth in the requisition, endorse the Bonds in an amount equal to the amount set forth in each requisition certificate. The date of endorsement of each Principal Amount Advanced (as defined in subsection (g) below) as set forth on **Schedule I** to the Bonds shall be the date of the City's approval of each requisition certificate. The Trustee shall keep a record of the total requisitions submitted, and shall notify the City if the requisitions submitted exceed the maximum Cumulative Outstanding Principal Amount of the Bonds permitted hereunder.

(f) The Bonds shall bear interest at the rate of 7.50% per annum on the Cumulative Outstanding Principal Amount of the Bonds. Such interest shall be payable in arrears on each December 1, commencing on December 1, 2024, and continuing thereafter until the Cumulative Outstanding Principal Amount is paid in full; provided that the aggregate maximum principal amount shall not exceed $39,200,000 and further provided that the Bonds shall be paid in full no later than **December 1, 2027**. Interest shall be calculated on the basis of a year of 360 days consisting of twelve months of 30 days each.

(g) The Trustee shall keep and maintain a record of the amount deposited or deemed to be deposited into the Project Fund pursuant to the terms of this Indenture as "Principal Amount Advanced" and shall enter the aggregate principal amount of the Bonds then Outstanding on its records as the "Cumulative Outstanding Principal Amount." On each date upon which a portion of the Cumulative Outstanding Principal Amount is paid to the Owners, pursuant to the redemption provisions of this Indenture, the Trustee shall enter on its records the principal amount paid on the Bonds as "Principal Amount Redeemed," and shall enter the then Outstanding principal amount of the Bonds as "Cumulative Outstanding Principal Amount." The records maintained by the Trustee as to amounts deposited into the Project Fund or principal amounts paid on the Bonds shall be the official records of the Cumulative Outstanding Principal Amount for all purposes, absent manifest error, and shall be in substantially the form of the Table of Cumulative Outstanding Principal Amount as set out in the form of Bonds in **Exhibit C** hereto. If any moneys are deposited by the Trustee into the Project Fund, then the Trustee shall provide a statement of receipts and disbursements with respect thereto to the City and the Company upon written request. After the Project has been completed and the certificate of payment of all costs is filed as provided in **Section 504** hereof, the Trustee, upon written request, to the extent it has not already done so pursuant to this Section or **Section 1012** hereof, shall file a final statement of receipts and disbursements with respect thereto with the City and the Company.

Section 209. Mutilated, Lost, Stolen or Destroyed Bonds. If any Bond becomes mutilated, or is lost, stolen or destroyed, the City shall execute and the Trustee shall authenticate and deliver a new Bond of like series, date and tenor as the Bond mutilated lost, stolen or destroyed; provided that, in the case of any mutilated Bond, such mutilated Bond shall first be surrendered to the Trustee, and in the case of any lost, stolen or destroyed Bond, there shall be first furnished to the City and the Trustee evidence of such loss, theft or destruction satisfactory to the Trustee, together with indemnity satisfactory to the Trustee to

save each of the City and the Trustee harmless. If any such Bond has matured, instead of delivering a substitute Bond, the Trustee may pay the same without surrender thereof. Upon the issuance of any substitute Bond, the City and the Trustee may require the payment of an amount sufficient to reimburse the City and the Trustee for any tax or other governmental charge that may be imposed in relation thereto and any other reasonable fees and expenses incurred in connection therewith.

Section 210. Cancellation and Destruction of Bonds Upon Payment.

(a) All Bonds which have been paid or redeemed or which the Trustee has purchased or which have otherwise been surrendered to the Trustee under this Indenture, either at or before maturity shall be cancelled by the Trustee immediately upon the payment, redemption or purchase of such Bonds and the surrender thereof to the Trustee.

(b) All Bonds cancelled under any of the provisions of this Indenture shall be destroyed by the Trustee. The Trustee shall execute a certificate describing the Bonds so destroyed, and shall file executed counterparts of such certificate with the City and the Company.

ARTICLE III

REDEMPTION OF BONDS

Section 301. Redemption of Bonds.

(a) The Bonds are subject to redemption and payment at any time before the stated maturity thereof, at the option of the City, upon written instructions from the Company, (1) in whole, if the Company exercises its option to purchase the Project and deposits an amount sufficient to effect such purchase pursuant to the Lease on the applicable redemption date, or (2) in part, if the Company prepays additional Basic Rent pursuant to the Lease. If only a portion of the Bonds are to be redeemed, (1) Bonds aggregating at least 10% of the maximum aggregate principal amount of Bonds authorized hereunder shall not be subject to redemption and payment before the stated maturity thereof, and (2) the Trustee shall keep a record of the amount of Bonds to remain Outstanding following such redemption. Any redemption of Bonds pursuant to this paragraph shall be at a redemption price equal to the par value thereof being redeemed, plus accrued interest thereon, without premium or penalty, to the redemption date.

(b) The Bonds are subject to mandatory redemption, in whole or in part, to the extent of amounts deposited in the Bond Fund pursuant to **Sections 9.1(f)** or **9.2(c)** of the Lease, in the event of substantial damage to or destruction or condemnation of substantially all of the Project. Bonds to be redeemed pursuant to this paragraph shall be called for redemption by the Trustee on the earliest practicable date for which timely notice of redemption may be given as provided hereunder. Any redemption of Bonds pursuant to this paragraph shall be at a redemption price equal to the par value thereof being redeemed, plus accrued interest thereon, without premium or penalty, to the redemption date. Before giving notice of redemption to the Owners pursuant to this paragraph (b), money in an amount equal to the redemption price shall have been deposited in the Bond Fund.

(c) In connection with a redemption under paragraphs (a) or (b) of this Section, at its option, the Company may deliver to the Trustee for cancellation any Bonds owned by the Company and not previously paid, and the Company shall receive a credit against the amounts payable by the Company for

the redemption of such Bonds in an amount equal to the principal amount of the Bonds so tendered for cancellation, plus accrued interest.

Section 302. Effect of Call for Redemption. Before or on the date fixed for redemption, funds, Government Securities, or a combination thereof, shall be placed with the Trustee which are sufficient to pay the Bonds called for redemption and accrued interest thereon, if any, to the redemption date. Upon the happening of the above conditions and appropriate written notice having been given, the Bonds or the portions of the principal amount of Bonds thus called for redemption shall cease to bear interest on the specified redemption date, and shall no longer be entitled to the protection, benefit or security of this Indenture and shall not be deemed to be Outstanding under the provisions of this Indenture. If the Bonds are fully redeemed before maturity and an amount of money equal to the Trustee's and the Paying Agent's agreed to fees and expenses hereunder accrued and to accrue in connection with such redemption is paid or provided for, the City shall, at the Company's direction, deliver to the Company the items described in **Section 11.2** of the Lease.

Section 303. Notice of Redemption. If the Bonds are to be called for redemption as provided in **Section 301(a)** hereof, the Company shall deliver written notice to the City and the Trustee that it has elected to direct the City to redeem all or a portion of the Bonds at least 40 days (10 days if the Company is the Owner) prior to the scheduled redemption date. The Trustee shall then deliver written notice to the Owners at least 30 days (five days if the Company is the Owner) prior to the scheduled redemption date by facsimile and by first-class mail stating the date upon which the Bonds will be redeemed and paid, unless such notice period is waived by the Owners in writing.

ARTICLE IV

FORM OF BONDS

Section 401. Form Generally. The Bonds and the Trustee's Certificate of Authentication to be endorsed thereon shall be issued in substantially the forms set forth in **Exhibit C** hereto. The Bonds may have endorsed thereon such legends or text as may be necessary or appropriate to conform to any applicable rules and regulations of any governmental authority or any custom, usage or requirements of law with respect thereto.

ARTICLE V

CUSTODY AND APPLICATION OF BOND PROCEEDS

Section 501. Creation of Funds. There are hereby created and ordered to be established in the custody of the Trustee the following special trust funds in the name of the City:

(a) "City of Independence, Missouri, Project Fund – Lombardo Homes of Independence, LLC" (herein called the "Project Fund");

(b) "City of Independence, Missouri, Costs of Issuance Fund – Lombardo Homes of Independence, LLC" (herein called the "Costs of Issuance Fund"); and

(c) "City of Independence, Missouri, Bond Fund – Lombardo Homes of Independence, LLC" (herein called the "Bond Fund").

Section 502. Deposits into the Project Fund. The proceeds of the sale of the Bonds (whether actually paid or deemed paid under **Section 208** hereof), including Additional Payments provided for in the Bond Purchase Agreement, when received, excluding such amounts required to be paid into the Bond Fund pursuant to **Section 601** hereof, shall be deposited by the Trustee into the Project Fund. Any money received by the Trustee from any other source for the purpose of purchasing, constructing and improving the Project shall pursuant to any directions from the Person depositing such moneys also be deposited into the Project Fund.

Section 503. Disbursements from the Project Fund.

(a) The moneys in the Project Fund shall be disbursed by the Trustee for the payment of, or reimbursement to the Company (or any other party that has made payment on behalf of the Company) for payment of, Project Costs upon receipt of requisition certificates signed by the Company in accordance with the provisions of **Article IV** of the Lease. The Trustee hereby covenants and agrees to disburse such moneys in accordance with such provisions.

(b) If, pursuant to **Section 208** hereof, the Trustee is deemed to have deposited into the Project Fund the amount specified in the requisition certificates submitted by the Company in accordance with the provisions of **Article IV** of the Lease, the Trustee shall upon endorsement of the Bonds in an equal amount be deemed to have disbursed such funds from the Project Fund to the Company (or such other purchaser designated by the Company) in satisfaction of the requisition certificate.

(c) In paying any requisition under this Section, the Trustee may rely as to the completeness and accuracy of all statements in such requisition certificate if such requisition certificate is signed by the Authorized Company Representative. If the City so requests in writing, a copy of each requisition certificate submitted to the Trustee for payment under this Section shall be promptly provided by the Trustee to the City. The City hereby authorizes and directs the Trustee to make disbursements in the manner and as provided for by the aforesaid provisions of the Lease.

Section 504. Completion of the Project. The completion of the construction and improvement of the Project and payment of all costs and expenses incident thereto shall be evidenced by the filing with the Trustee of the certificate required by the provisions of **Section 4.5** of the Lease. As soon as practicable after the Completion Date any balance remaining in the Project Fund shall without further authorization be transferred by the Trustee to the Bond Fund and applied as provided in **Section 4.6** of the Lease.

Section 505. Deposits into and Disbursements from the Costs of Issuance Fund. Money deposited by the Company in the Costs of Issuance Fund shall be used solely to pay costs of issuing the Bonds or refunded to the Company as hereinafter provided. The Trustee shall without further authorization disburse from the Costs of Issuance Fund, to the extent available, money sufficient to pay the amounts shown in a closing memorandum provided to the Trustee on or before the date of delivery of the Bonds, which shall have attached thereto the statements, invoices and related items described in said closing memorandum. The Trustee may rely conclusively on the amounts due as shown in the closing memorandum and will not be required to make any independent inspection or investigation in connection therewith. Any of such money not used to pay costs of issuance by the date that is six months after the Closing Date shall be refunded to the Company.

Section 506. Disposition Upon Acceleration. If the principal of the Bonds has become due and payable pursuant to **Section 902** hereof, upon the date of payment by the Trustee of any moneys due as provided in **Article IX** hereof, any balance remaining in the Project Fund shall without further authorization be deposited in the Bond Fund by the Trustee, with advice to the City and to the Company of such action.

ARTICLE VI

REVENUES AND FUNDS

Section 601. Deposits Into the Bond Fund.

(a) The Trustee shall deposit into the Bond Fund, as and when received, (a) all Basic Rent payable by the Company to the City specified in **Section 5.1** of the Lease; (b) any Additional Rent payable by the Company specified in **Section 5.2** of the Lease; (c) any amount in the Project Fund to be transferred to the Bond Fund pursuant to **Section 504** hereof upon completion of the Project or pursuant to **Section 506** hereof upon acceleration of the Bonds; (d) the balance of any Net Proceeds (as defined in the Lease) of condemnation awards or insurance received by the Trustee pursuant to **Article IX** of the Lease; (e) the amounts to be deposited in the Bond Fund pursuant to **Sections 9.1(f)** and **9.2(c)** of the Lease; (f) all interest and other income derived from investments of Bond Fund moneys as provided in **Section 702** hereof; and (g) all other moneys received by the Trustee under and pursuant to any of the provisions of the Lease when accompanied by directions from the Person depositing such moneys that such moneys are to be paid into the Bond Fund.

(b) If the Company is not the sole Owner of the Bonds, the Trustee shall notify the Company in writing, at least 15 days before each date on which a payment is due under **Section 5.1** of the Lease, of the amount that is payable by the Company pursuant to such Section.

Section 602. Application of Moneys in the Bond Fund.

(a) Except as provided in **Section 604** and **Section 908** hereof or in **Section 4.6(a)** of the Lease, moneys in the Bond Fund shall be expended solely for the payment of the principal of and the interest on the Bonds as the same mature and become due or upon the redemption thereof before maturity; provided, however, that any amounts received by the Trustee as Additional Rent under **Section 5.2** of the Lease and deposited to the Bond Fund as provided in **Section 601** above, shall be expended by the Trustee for such items of Additional Rent as they are received or due without further authorization from the City.

(b) The City hereby authorizes and directs the Trustee to withdraw sufficient funds from the Bond Fund to pay the principal of and the interest on the Bonds as the same become due and payable and to make said funds so withdrawn available to the Paying Agent for the purpose of paying said principal and interest. To the extent the Company is the Owner of all of the Bonds Outstanding, payment may be made via transaction entry on the trust records held by Trustee.

(c) Whenever the amount in the Bond Fund from any source whatsoever is sufficient to redeem all of the Bonds Outstanding and to pay interest to accrue thereon before such redemption, the City covenants and agrees, upon request of the Company, to take and cause to be taken the necessary steps to redeem all such Bonds on the next succeeding redemption date for which the required redemption notice may be given or on such later redemption date as may be specified by the Company. The Trustee may use

any moneys in the Bond Fund to redeem a part of the Bonds Outstanding in accordance with and to the extent permitted by **Article III** hereof so long as the Company is not in default with respect to any payments under the Lease and to the extent said moneys are in excess of the amount required for payment of Bonds theretofore matured or called for redemption and past due interest, if any, in all cases when such Bonds have not been presented for payment.

(d) After payment in full of the principal of and interest, if any, on the Bonds (or provision has been made for the payment thereof as provided in this Indenture), and the fees, charges and expenses of the Trustee, the City and any Paying Agent and any other amounts required to be paid under this Indenture, the Lease and the Performance Agreement, all amounts remaining in the Bond Fund shall be paid to the Company upon the expiration or sooner termination of the Lease.

Section 603. Payments Due on Days Other than Business Days. In any case where the date of maturity of principal of or interest, if any, on the Bonds or the date fixed for redemption of any Bonds is not a Business Day, then payment of principal or interest, if any, need not be made on such date but may be made on the next succeeding Business Day with the same force and effect as if made on the date of maturity or the date fixed for redemption, and no interest, if any, shall continue to accrue for the period after such date.

Section 604. Nonpresentment of Bonds. If any Bond is not presented for payment when the principal thereof becomes due, either at maturity or otherwise, or at the date fixed for redemption thereof, if funds sufficient to pay such Bond shall have been made available to the Trustee, all liability of the City to the Owner thereof for the payment of such Bond shall forthwith cease, determine and be completely discharged, and thereupon it shall be the duty of the Trustee to hold such fund or funds, without liability for interest thereon, for the benefit of the Owner of such Bond who shall thereafter be restricted exclusively to such fund or funds for any claim of whatever nature on his part under this Indenture or on, or with respect to, said Bond. If any Bond is not presented for payment within one year following the date when such Bond becomes due, whether by maturity or otherwise, the Trustee shall without liability for interest thereon repay to the Company the funds theretofore held by it for payment of such Bond, and such Bond shall, subject to the defense of any applicable statute of limitation, thereafter be an unsecured obligation of the Company, and the Owner thereof shall be entitled to look only to the Company for payment, and then only to the extent of the amount so repaid, and the Company shall not be liable for any interest thereon and shall not be regarded as a trustee of such money.

Section 605. Repayment to the Company from the Bond Fund. After payment in full of the principal of and interest on the Bonds (or provision has been made for the payment thereof as provided in this Indenture), and the reasonable fees, charges and expenses of the Trustee and the City and any other amounts required to be paid under this Indenture and the Lease, all amounts remaining in the Bond Fund shall be paid to the Company upon the expiration or sooner termination of the Lease.

ARTICLE VII

SECURITY FOR DEPOSITS AND INVESTMENT OF FUNDS

Section 701. Moneys to be Held in Trust. All moneys deposited with or paid to the Trustee for account of the Bond Fund or the Project Fund under any provision of this Indenture, and all moneys deposited with or paid to any Paying Agent under any provision of this Indenture, shall be held by the Trustee or Paying Agent in trust and shall be applied only in accordance with the provisions of this Indenture

and the Lease, and, until used or applied as herein provided, shall constitute part of the Trust Estate and be subject to the lien hereof. Neither the Trustee nor any Paying Agent shall be under any liability for interest on any moneys received hereunder except such as may be agreed upon in writing.

Section 702. Investment of Moneys in Project Fund and Bond Fund. Moneys held in the Project Fund and the Bond Fund shall, pursuant to written direction of the Company, signed by the Authorized Company Representative, be separately invested and reinvested by the Trustee in Investment Securities which mature or are subject to redemption by the Owner before the date such funds will be needed. If the Company fails to provide written directions concerning investment of moneys held in the Project Fund and the Bond Fund, the Trustee is authorized to invest in such Investment Securities specified in paragraph (e) of the definition of Investment Securities, provided they mature or are subject to redemption before the date such funds will be needed. The Trustee is specifically authorized to implement its automated cash investment system to assure that cash on hand is invested and to charge its normal cash management fees and cash sweep account fees, which may be deducted from income earned on investments; provided that any such fees shall not exceed the interest income on the investment. Any such Investment Securities shall be held by or under the control of the Trustee and shall be deemed at all times a part of the fund in which such moneys are originally held, and the interest accruing thereon and any profit realized from such Investment Securities shall be credited to such fund, and any loss resulting from such Investment Securities shall be charged to such fund. After the Trustee has notice pursuant to **Section 1001(h)** hereof of the existence of an Event of Default, the Trustee shall direct the investment of moneys in the Bond Fund and the Project Fund. The Trustee shall sell and reduce to cash a sufficient amount of such Investment Securities whenever the cash balance in any Fund is insufficient for the purposes of such Fund. In determining the balance in any Fund, investments in such Fund shall be valued at the lower of their original cost or their fair market value as of the most recent Payment Date. The Trustee may make any and all investments permitted by the provisions of this Section through its own bond department or any affiliate or short-term investment department.

Section 703. Record Keeping. The Trustee shall maintain records designed to show compliance with the provisions of this Article and with the provisions of **Article VI** hereof for at least six years after the payment of all of the Outstanding Bonds.

ARTICLE VIII

GENERAL COVENANTS AND PROVISIONS

Section 801. Payment of Principal and Interest. The City covenants and agrees that it will, but solely from the rents, revenues and receipts derived from the Project and the Lease as described herein, deposit or cause to be deposited in the Bond Fund sufficient sums payable under the Lease promptly to meet and pay the principal of and the interest on the Bonds as they become due and payable at the place, on the dates and in the manner provided herein and in the Bonds according to the true intent and meaning thereof. Nothing herein shall be construed as requiring the City to operate the Project as a business other than as lessor or to use any funds or revenues from any source other than funds and revenues derived from the Project.

Section 802. Authority to Execute Indenture and Issue Bonds. The City covenants that it is duly authorized under the Constitution and laws of the State to execute this Indenture, to issue the Bonds and to pledge and assign the Trust Estate in the manner and to the extent herein set forth; that all action on its part for the execution and delivery of this Indenture and the issuance of the Bonds has been duly and

effectively taken; that the Bonds in the hands of the Owners thereof are and will be valid and enforceable obligations of the City according to the import thereof.

Section 803. Performance of Covenants. The City covenants that it will faithfully perform at all times any and all covenants, undertakings, stipulations and provisions contained in this Indenture, in the Bonds and in all proceedings of its governing body pertaining thereto. The Trustee may take such action as it deems appropriate to enforce all such covenants, undertakings, stipulations and provisions of the City hereunder.

Section 804. Instruments of Further Assurance. The City covenants that it will do, execute, acknowledge and deliver, or cause to be done, executed, acknowledged and delivered, such Supplemental Indentures and such further acts, instruments, financing statements and other documents as the Trustee may reasonably require for the better pledging and assigning unto the Trustee the property and revenues herein described to the payment of the principal of and interest, if any, on the Bonds. The City covenants and agrees that, except as herein and in the Lease provided, it will not sell, convey, mortgage, encumber or otherwise dispose of any part of the Project or the rents, revenues and receipts derived therefrom or from the Lease, or of its rights under the Lease.

Section 805. Recordings and Filings. The City shall file or cause to be kept and filed all financing statements, and hereby authorizes the Trustee to file or cause to be kept and filed continuation statements with respect to such originally filed financing statements related to this Indenture and all supplements hereto and such other documents as may be required under the Uniform Commercial Code in order to fully preserve and protect the security of the Owners and the rights of the Trustee hereunder. The City will cooperate in causing this Indenture and all Supplemental Indentures, the Lease and all Supplemental Leases and all other security instruments to be recorded and filed in such manner and in such places as may be required by law in order to fully preserve and protect the security of the Owners and the rights of the Trustee hereunder.

Section 806. Inspection of Project Books. The City covenants and agrees that all books and documents in its possession relating to the Project and the rents, revenues and receipts derived from the Project shall at all times be open to inspection by such accountants or other agencies as the Trustee may from time to time designate.

Section 807. Enforcement of Rights Under the Lease. The City covenants and agrees that it will enforce all of its rights and all of the obligations of the Company (at the expense of the Company) under the Lease to the extent necessary to preserve the Project in good repair and reasonably safe operating condition, and to protect the rights of the Trustee and the Owners hereunder with respect to the pledge and assignment of the rents, revenues and receipts coming due under the Lease; provided that, the City and the Trustee, as its assignee, shall refrain from enforcing any such right or obligation (except for the rights of the City or the Trustee to receive payments owing to either of them for their own account under the Indenture, the Lease, the Performance Agreement or any other agreement related to the Bonds or for their rights of indemnification or to be protected from liabilities by insurance policies required by the Lease) if so directed in writing by the Owners of 100% of the Outstanding Bonds. The City agrees that the Trustee, as assignee of the rentals and other amounts to be received by the City and paid by the Company under the Lease, or in its name or in the name of the City, may enforce all rights of the City to receive such rentals and other amounts and all obligations of the Company to pay such rentals and other amounts under and pursuant to the Lease for and on behalf of the Owners, whether or not the City is in default hereunder.

Section 808. Subordination of Indenture to the Lease. This Indenture and the rights and privileges hereunder of the Trustee and the Owners of the Bonds are specifically made subject and subordinate to the rights and privileges of the Company (as long as no default by the Company under the Lease is continuing beyond any applicable grace period) set forth in the Lease. So long as not otherwise provided in this Indenture, the Company shall be suffered and permitted to possess, use and enjoy the Project and appurtenances so as to carry out its obligations under the Lease. Nothing contained in this Section shall be interpreted as eliminating, modifying or affecting in any manner the rights, privileges or immunities granted to the Trustee in **Article X** hereof.

ARTICLE IX

DEFAULT AND REMEDIES

Section 901. Events of Default; Notice; Opportunity to Cure. If any of the following events occur, it is hereby defined as and declared to be and to constitute an "Event of Default":

(a) Default in the due and punctual payment of the principal on any Bond, whether at the stated maturity or accelerated maturity thereof, or at any date fixed for redemption thereof;

(b) Default in the due and punctual payment of the interest on any Bond, whether at the stated maturity or accelerated maturity thereof, or at any date fixed for redemption thereof;

(c) Default as specified in **Section 12.1** of the Lease has occurred; or

(d) Default in the performance, or breach, of any other covenant or agreement under this Indenture.

No default specified above shall constitute an Event of Default until the City, the Trustee or the Owners of 25% in aggregate principal amount of all Bonds Outstanding has given actual notice of such default by registered or certified mail to the Company, and the Company has had 30 days after receipt of such notice to correct said default or cause said default to be corrected and has not corrected said default or caused said default to be corrected within such period; provided, however, if any such default (other than a default in the payment of any money) is such that it cannot be corrected within such period, it shall not constitute an Event of Default if corrective action is instituted by the Company or the City (as the case may be) within such period and diligently pursued until the default is corrected.

Section 902. Acceleration of Maturity in Event of Default; Rescission. If an Event of Default has occurred and is continuing after the notice and cure period described in **Section 901** elapses, the Trustee may, and upon the written request of the Owners of not less than 25% in aggregate principal amount of Bonds then Outstanding, shall, by notice in writing delivered to the City and the Company, declare the principal of all Bonds then Outstanding and the interest accrued thereon immediately due and payable, and such principal and interest shall thereupon become and be immediately due and payable. At any time after such a declaration of acceleration has been made, but before any judgment or decree for payment of money due on any Bonds has been obtained by the Trustee as provided in this Article, the owners of a majority in principal amount of the Bonds Outstanding may, by written notice to the Company and Trustee but with the written consent of the City, rescind and annul such declaration and its consequences if: (a) there is deposited with the Trustee a sum sufficient to pay: (1) all overdue installments of interest on all Bonds; (2) the principal of (and premium, if any, on) any Bonds which have become due otherwise than by such

declaration of acceleration and interest thereon at the rate or rates prescribed therefor in such Bonds; and (3) all sums paid or advanced by the Trustee hereunder and the reasonable compensation, expenses, disbursements and advances of the Trustee, its agents and counsel; and (b) all events of default, other than the non-payment of the principal of Bonds which have become due solely by such declaration of acceleration, have been cured or have been waived as provided in **Section 910** of this Indenture.

Section 903. Surrender of Possession of Trust Estate; Rights and Duties of Trustee in Possession. If an Event of Default has occurred and is continuing after the notice and cure period described in **Section 901** hereof elapses, the City, upon demand of the Trustee, shall forthwith surrender the possession of, and it shall be lawful for the Trustee, by such officer or agent as it may appoint, to take possession of all or any part of the Trust Estate, together with the books, papers and accounts of the City pertaining thereto, and including the rights and the position of the City under the Lease, and to hold, operate and manage the same, and from time to time make all needful repairs and improvements. The Trustee may lease the Project or any part thereof, in the name and for account of the City, and collect, receive and sequester the rents, revenues and receipts therefrom, and out of the same and any moneys received from any receiver of any part thereof pay, and set up proper reserves for the payment of all proper costs and expenses of so taking, holding and managing the same, including without limitation (a) reasonable compensation to the Trustee, its agents and counsel, (b) any reasonable charges of the Trustee hereunder, (c) any taxes and assessments and other charges having a lien that is senior to the lien of this Indenture, (d) all expenses of such repairs and improvements and (e) any amounts payable under the Performance Agreement. The Trustee shall apply the remainder of the moneys so received in accordance with the provisions of **Section 908** hereof. Whenever all that is due upon the Bonds has been paid and all defaults cured, the Trustee shall surrender possession of the Trust Estate to the City, its successors or assigns, the same right of entry, however, to exist upon any subsequent Event of Default. While in possession of such property, the Trustee shall render annually to the City and the Company a summarized statement of receipts and expenditures in connection therewith.

Section 904. Appointment of Receivers in Event of Default. If an Event of Default has occurred and is continuing after the notice and cure period described in **Section 901** elapses, and upon the filing of a suit or other commencement of judicial proceedings to enforce the rights of the Trustee and of the Owners under this Indenture, the Trustee shall be entitled, as a matter of right, to the appointment of a receiver or receivers of the Trust Estate or any part thereof, pending such proceedings, with such powers as the court making such appointment shall confer.

Section 905. Exercise of Remedies by the Trustee.

(a) Upon the occurrence of an Event of Default, the Trustee may pursue any available remedy at law or in equity by suit, action, mandamus or other proceeding to enforce the payment of the principal of and interest on the Bonds then Outstanding and all other amounts due hereunder, and to enforce and compel the performance of the duties and obligations of the City or the Company as herein set forth or as set forth in the Lease, respectively.

(b) If an Event of Default has occurred and is continuing after the notice and cure period described in **Section 901** elapses, and if requested to do so by (1) the City (in the case of an Event of Default pursuant to **Section 12.1(b), (c), (d), (e)** or **(f)** of the Lease), or (2) the Owners of 25% in aggregate principal amount of Bonds then Outstanding, and if indemnified as provided in subsection (l) of **Section 1001** hereof, the Trustee shall be obligated to exercise such one or more of the rights and powers conferred by this Article

as the Trustee, being advised by counsel, shall deem most expedient and in the interests of the City or the Owners, as the case may be.

(c) All rights of action under this Indenture or under any of the Bonds may be enforced by the Trustee without the possession of any of the Bonds or the production thereof in any trial or other proceedings relating thereto, and any such suit or proceeding instituted by the Trustee shall be brought in its name as Trustee without necessity of joining as plaintiffs or defendants any Owners, and any recovery of judgment shall, subject to the provisions of **Section 908** hereof, be for the equal benefit of all the Owners of the Outstanding Bonds.

Section 906. Limitation on Exercise of Remedies by Owners. No Owner shall have any right to institute any suit, action or proceeding in equity or at law for the enforcement of this Indenture or for the execution of any trust hereunder or for the appointment of a receiver or any other remedy hereunder, unless (a) a default has occurred of which the Trustee has been notified as provided in **Section 1001(h)** hereof or of which by said subsection the Trustee is deemed to have notice, (b) such default has become an Event of Default, (c) the Owners of 25% in aggregate principal amount of Bonds then Outstanding have made written request to the Trustee, have offered it reasonable opportunity either to proceed for such reasonable period not to exceed 60 days following such notice and to exercise the powers hereinbefore granted or to institute such action, suit or proceeding in its own name, and have offered to the Trustee indemnity as provided in **Section 1001(l)** hereof, and (d) the Trustee thereafter fails or refuses to exercise the powers herein granted or to institute such action, suit or proceeding in its own name; such notification, request and offer of indemnity are hereby declared in every case, at the option of the Trustee, to be conditions precedent to the execution of the powers and trusts of this Indenture, and to any action or cause of action for the enforcement of this Indenture, or for the appointment of a receiver or for any other remedy hereunder, it being understood and intended that no one or more Owners shall have any right in any manner whatsoever to affect, disturb or prejudice this Indenture by their action or to enforce any right hereunder except in the manner herein provided, and that all proceedings at law or equity shall be instituted, had and maintained in the manner herein provided and for the equal benefit of the Owners of all Bonds then Outstanding. Nothing in this Indenture contained shall, however, affect or impair the right of any Owner to payment of the principal of and interest on any Bond at and after the maturity thereof or the obligation of the City to pay the principal of and interest on each of the Bonds issued hereunder to the respective Owners thereof at the time, place, from the source and in the manner herein and in the Bonds expressed.

Section 907. Right of Owners to Direct Proceedings.

(a) The Owners of a majority in aggregate principal amount of Bonds then Outstanding may, at any time, by an instrument or instruments in writing executed and delivered to the Trustee, direct the time, method and place of conducting all proceedings to be taken in connection with the enforcement of the terms and conditions of this Indenture, or for the appointment of a receiver or any other proceedings hereunder; provided that such direction shall not be otherwise than in accordance with the provisions of law and of this Indenture, including **Section 1001(l)** hereof.

(b) Notwithstanding any provision in this Indenture to the contrary, including paragraph (a) of this Section, the Owners shall not have the right to control or direct any remedies hereunder upon an Event of Default under **Section 12.1(b) or (c)** (in either case, with respect to the Unassigned Rights), **(d)**, **(e)** or **(f)** of the Lease.

Section 908. Application of Moneys in Event of Default.

(a) All moneys received by the Trustee pursuant to any right given or action taken under the provisions of this Article shall, after payment of any obligations outstanding under the Lease and the Performance Agreement, of the cost and expenses of the proceedings resulting in the collection of such moneys and of the fees, expenses, liabilities and advances incurred or made by the Trustee (including any attorneys fees and expenses) or amounts to be paid pursuant to **Section 903** hereof, be deposited in the Bond Fund and all moneys so deposited in the Bond Fund shall be applied as follows:

(1) Unless the principal of all the Bonds shall have become or shall have been declared due and payable, all such moneys shall be applied:

FIRST -- To the payment to the Persons entitled thereto of all installments of interest, if any, then due and payable on the Bonds, in the order in which such installments of interest became due and payable, and, if the amount available shall not be sufficient to pay in full any particular installment, then to the payment ratably, according to the amounts due on such installment, to the Persons entitled thereto, without any discrimination or privilege;

SECOND -- To the payment to the Persons entitled thereto of the unpaid principal of any of the Bonds which shall have become due and payable (other than Bonds called for redemption for the payment of which moneys are held pursuant to the provisions of this Indenture), in the order of their due dates, and, if the amount available shall not be sufficient to pay in full Bonds due on any particular date, together with such interest, then to the payment, ratably, according to the amount of principal due on such date, to the Persons entitled thereto without any discrimination or privilege.

(2) If the principal of all the Bonds shall have become due or shall have been declared due and payable, all such moneys shall be applied to the payment of the principal and interest, if any, then due and unpaid on all of the Bonds, without preference or priority of principal over interest or of interest over principal or of any installment of interest over any other installment of interest or of any Bond over any other Bond, ratably, according to the amounts due respectively for principal and interest, to the Person entitled thereto, without any discrimination or privilege.

(3) If the principal of all the Bonds shall have been declared due and payable, and if such declaration shall thereafter have been rescinded and annulled under the provisions of **Section 910** hereof, then, subject to the provisions of subsection (2) of this Section in the event that the principal of all the Bonds shall later become due or be declared due and payable, the moneys shall be applied in accordance with the provisions of subsection (1) of this Section.

(b) Whenever moneys are to be applied pursuant to the provisions of this Section, such moneys shall be applied at such times and from time to time as the Trustee shall determine, having due regard to the amount of such moneys available and which may become available for such application in the future. Whenever the Trustee shall apply such moneys, it shall fix the date (which shall be a Payment Date unless it shall deem another date more suitable) upon which such application is to be made and upon such date interest on the amounts of principal to be paid on such dates shall cease to accrue.

(c) Whenever all of the Bonds and interest thereon, if any, have been paid under the provisions of this Section, and all fees, expenses and charges of the City and the Trustee and any other amounts

required to be paid under this Indenture and the Lease have been paid (including any amounts payable under the Performance Agreement), any balance remaining in the Bond Fund shall be paid to the Company as provided in **Section 602** hereof.

Section 909. Remedies Cumulative. No remedy by the terms of this Indenture conferred upon or reserved to the Trustee or to the Owners is intended to be exclusive of any other remedy, but each and every such remedy shall be cumulative and shall be in addition to any other remedy given to the Trustee or to the Owners hereunder or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right, power or remedy accruing upon any Event of Default shall impair any such right, power or remedy or shall be construed to be a waiver of any such Event of Default or acquiescence therein; every such right, power or remedy may be exercised from time to time and as often as may be deemed expedient. If the Trustee has proceeded to enforce any right under this Indenture by the appointment of a receiver, by entry, or otherwise, and such proceedings have been discontinued or abandoned for any reason, or have been determined adversely, then and in every such case the City, the Company, the Trustee and the Owners shall be restored to their former positions and rights hereunder, and all rights, remedies and powers of the Trustee shall continue as if no such proceedings had been taken.

Section 910. Waivers of Events of Default. The Trustee shall waive any Event of Default hereunder and its consequences and rescind any declaration of maturity of principal of and interest, if any, on Bonds, and only upon the written request of the Owners of at least 50% in aggregate principal amount of all the Bonds then Outstanding, provided, however, that (1) there shall not be waived without the consent of the City an Event of Default hereunder arising from an Event of Default under **Section 12.1(b), (c), (d) (e)** or **(f)** of the Lease, and (2) there shall not be waived without the consent of the Owners of all the Bonds Outstanding (a) any Event of Default in the payment of the principal of any Outstanding Bonds when due (whether at the date of maturity or redemption specified therein), or (b) any Event of Default in the payment when due of the interest on any such Bonds, unless prior to such waiver or rescission, all arrears of interest, or all arrears of payments of principal when due, as the case may be, and all reasonable expenses of the Trustee and the City (including reasonable attorneys' fees and expenses), in connection with such default, shall have been paid or provided for. In case of any such waiver or rescission, or in case any proceeding taken by the Trustee on account of any such default shall have been discontinued or abandoned or determined adversely, then and in every such case the City, the Company, the Trustee and the Owners shall be restored to their former positions, rights and obligations hereunder, respectively, but no such waiver or rescission shall extend to any subsequent or other default, or impair any right consequent thereon, and all rights, remedies and powers of the Trustee shall continue as if no such proceedings had been taken.

ARTICLE X

THE TRUSTEE

Section 1001. Acceptance of the Trusts. The Trustee hereby accepts the trusts imposed upon it by this Indenture, but only upon and subject to the following express terms and conditions, and no implied covenants or obligations shall be read into this Indenture against the Trustee:

(a) The Trustee, before the occurrence of an Event of Default and after the curing or waiver of all Events of Default that may have occurred, undertakes to perform such duties and only such duties as are specifically set forth in this Indenture. If any Event of Default has occurred and is continuing, subject to **Section 1001(l)** hereof, the Trustee shall exercise such of the rights and

powers vested in it by this Indenture, and shall use the same degree of care and skill in their exercise, as a prudent Person would exercise or use under the circumstances in the conduct of its own affairs.

(b) The Trustee may execute any of the trusts or powers hereunder or perform any duties hereunder either directly or through agents, affiliates, attorneys or receivers and shall not be responsible for any misconduct or negligence on the part of any agent, attorney or receiver appointed or chosen by it with due care. The Trustee may conclusively rely upon and act or refrain from acting upon any opinion or advice of counsel, who may be counsel to the City or to the Company, concerning all matters of trust hereof and the duties hereunder, and may in all cases pay such reasonable compensation to all such agents, attorneys and receivers as may reasonably be employed in connection with the trusts hereof. The Trustee shall not be responsible for any loss or damage resulting from any action or inaction by it taken or omitted to be taken in good faith in reliance upon such opinion or advice of counsel addressed to the City and the Trustee.

(c) The Trustee shall not be responsible for any recital herein or in the Bonds (except with respect to the Certificate of Authentication of the Trustee endorsed on the Bonds), or except as provided in the Lease and particularly **Section 10.8** thereof, for the recording or rerecording, filing or refiling of this Indenture or any security agreement in connection therewith (excluding the continuation of Uniform Commercial Code financing statements), or for insuring the Project or collecting any insurance moneys, or for the validity of the execution by the City of this Indenture or of any Supplemental Indentures or instruments of further assurance, or for the sufficiency of the security of the Bonds. The Trustee shall not be responsible or liable for any loss suffered in connection with any investment of funds made by it in accordance with **Article VII** hereof.

(d) The Trustee shall not be accountable for the use of any Bonds authenticated and delivered hereunder. The Trustee, in its individual or any other capacity, may become the Owner or pledgee of Bonds with the same rights that it would have if it were not Trustee. The Trustee shall not be accountable for the use or application by the City or the Company of the proceeds of any of the Bonds or of any money paid to or upon the order of the City or Company under any provision of this Indenture.

(e) The Trustee may rely and shall be protected in acting or refraining from acting upon any resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, affidavit, letter, telegram or other paper or document provided for under this Indenture believed by it to be genuine and correct and to have been signed, presented or sent by the proper Person or Persons. Any action taken by the Trustee pursuant to this Indenture upon the request or authority or consent of any Person who, at the time of making such request or giving such authority or consent is an Owner, shall be conclusive and binding upon all future Owners of the same Bond and upon Bonds issued in exchange therefor or upon transfer or in place thereof.

(f) As to the existence or nonexistence of any fact or as to the sufficiency or validity of any instrument, paper or proceeding, or whenever in the administration of this Indenture the Trustee shall deem it desirable that a matter be proved or established before taking, suffering or omitting any action hereunder, the Trustee shall be entitled to rely upon a certificate signed by the Authorized City Representative or an Authorized Company Representative as sufficient evidence of the facts therein contained, and before the occurrence of a default of which the Trustee has been notified as provided in subsection (h) of this Section or of which by said subsection it is deemed to have notice, the Trustee shall also be at liberty to accept a similar certificate to the effect that any particular dealing, transaction or action is necessary or expedient, but may at its discretion secure

such further evidence deemed necessary or advisable, but shall in no case be bound to secure the same. The Trustee is under no duty to perform an independent investigation as to any statement or fact contained in any such certificate, opinion or advice it obtains regarding the accuracy or truth of any statement or correctness of any opinion. The Trustee shall not be liable for any action or inaction taken in good faith in reliance on such a certificate or any advice received from counsel, and the Trustee may conclusively rely as to the truth of the statements and the correctness of the opinions or statements expressed therein.

(g) The permissive right of the Trustee to do things enumerated in this Indenture shall not be construed as a duty, and the Trustee shall not be answerable for other than its negligence or willful misconduct. In no event shall the Trustee be liable for consequential damages. The Trustee shall not be liable for any act or omission, in the absence of bad faith, when the Trustee reasonably believes the act or failure to act is authorized and within its powers to perform under the Indenture.

(h) The Trustee shall not be required to take notice or be deemed to have notice of any default hereunder except failure by the City to cause to be made any of the payments to the Trustee required to be made in **Article VI** hereof, unless the Trustee is specifically notified in writing of such default by the City or by the Owners of at least 25% in aggregate principal amount of all Bonds then Outstanding.

(i) At any and all reasonable times and subject to the Company's reasonable and standard security procedures, the Trustee and its duly authorized agents, attorneys, experts, engineers, accountants and representatives may, but shall not be required to, inspect any and all of the Project, and all books, papers and records of the City pertaining to the Project and the Bonds, and to take such memoranda from and in regard thereto as may be desired. The Trustee shall treat all proprietary information of the Company as confidential.

(j) The Trustee shall not be required to give any bond or surety in respect to the execution of its trusts and powers hereunder or otherwise in respect of the Project.

(k) The Trustee may, but shall not be required to, demand, in respect of the authentication of any Bonds, the withdrawal of any cash, the release of any property, or any action whatsoever within the purview of this Indenture, any showings, certificates, opinions, appraisals or other information, or corporate action or evidence thereof, in addition to that by the terms hereof required, as a condition of such action by the Trustee deemed desirable for the purpose of establishing the right of the City to the authentication of any Bonds, the withdrawal of any cash, or the taking of any other action by the Trustee.

(l) Notwithstanding anything in the Indenture or the Lease to the contrary, before taking any action under this Indenture other than the payments from moneys on deposit in the Project Fund or the Bond Fund, as provided herein, the Trustee may require that satisfactory indemnity be furnished to it for the reimbursement of all costs and expenses to which it may be put and to protect it against all liability which it may incur in or by reason of such action, except liability which is adjudicated to have resulted from its negligence or willful misconduct by reason of any action so taken.

(m) Notwithstanding any other provision of this Indenture to the contrary, any provision relating to the conduct of, intended to provide authority to act, right to payment of fees and expenses, protection, immunity and indemnification to the Trustee, shall be interpreted to

include any action of the Trustee, whether it is deemed to be in its capacity as Trustee, bond registrar or Paying Agent.

Section 1002. Fees, Charges and Expenses of the Trustee. The Trustee shall be entitled to payment of and/or reimbursement for reasonable fees for its ordinary services rendered hereunder and all advances, agent and counsel fees and other ordinary expenses reasonably made or incurred by the Trustee in connection with such ordinary services. If it becomes necessary for the Trustee to perform extraordinary services, it shall be entitled to reasonable extra compensation therefor and to reimbursement for reasonable extraordinary expenses in connection therewith; provided that if such extraordinary services or extraordinary expenses are occasioned by the neglect or willful misconduct of the Trustee, it shall not be entitled to compensation or reimbursement therefor. The Trustee shall be entitled to payment and reimbursement for the reasonable fees and charges of the Trustee as Paying Agent for the Bonds. Pursuant to the provisions of **Section 5.2** of the Lease, the Company has agreed to pay to the Trustee all reasonable fees, charges and expenses of the Trustee under this Indenture. The Trustee agrees that the City shall have no liability for any reasonable fees, charges and expenses of the Trustee, and the Trustee agrees to look only to the Company for the payment of all reasonable fees, charges and expenses of the Trustee and any Paying Agent as provided in the Lease. Upon the occurrence of an Event of Default and during its continuance, the Trustee shall have a lien with right of payment before payment on account of principal of or interest on any Bond, upon all moneys in its possession under any provisions hereof for the foregoing reasonable advances, fees, costs and expenses incurred.

Section 1003. Notice to Owners if Default Occurs. If a default occurs of which the Trustee is by **Section 1001(h)** hereof required to take notice or if notice of default is given as in said subsection (h) provided, then the Trustee shall give written notice thereof to the last known Owners of all Bonds then Outstanding as shown by the bond registration books required by **Section 206** hereof to be kept at the corporate trust office of the Trustee.

Section 1004. Intervention by the Trustee. In any judicial proceeding to which the City is a party and which, in the opinion of the Trustee and its counsel, has a substantial bearing on the interests of Owners, the Trustee may intervene on behalf of Owners and, subject to the provisions of **Section 1001(l)** hereof, shall do so if requested in writing by the Owners of at least 25% of the aggregate principal amount of Bonds then Outstanding.

Section 1005. Successor Trustee Upon Merger, Consolidation or Sale. With the prior written consent of the Company, any corporation or association into which the Trustee may be merged or converted or with or into which it may be consolidated, or to which it may sell or transfer its corporate trust business and assets as a whole or substantially as a whole, or any corporation or association resulting from any merger, conversion, sale, consolidation or transfer to which it is a party, shall be and become successor Trustee hereunder and shall be vested with all the trusts, powers, rights, obligations, duties, remedies, immunities and privileges hereunder as was its predecessor, without the execution or filing of any instrument or any further act on the part of any of the parties hereto.

Section 1006. Resignation of Trustee. The Trustee and any successor Trustee may at any time resign from the trusts hereby created by giving 30 days' written notice to the City, the Company and the Owners, and such resignation shall take effect at the end of such 30 days, or upon the earlier appointment of a successor Trustee by the Owners or by the City; provided, however, that in no event shall the resignation of the Trustee or any successor trustee become effective until such time as a successor trustee has been appointed and has accepted the appointment. If no successor has been appointed and accepted the appointment within 30 days after the giving of such notice of resignation, the Trustee may petition any

court of competent jurisdiction for the appointment of a successor Trustee. The Trustee's rights to indemnity and to any fees, charges or other amounts due and payable to it shall survive such resignation.

Section 1007. Removal of Trustee. The Trustee may be removed at any time, with or without cause, by an instrument or concurrent instruments in writing (a) delivered to the Trustee, the City and the Company and signed by the Owners of a majority in aggregate principal amount of Bonds then Outstanding, or (b) so long as no Event of Default under this Indenture or the Lease shall have occurred and be continuing, delivered to the Trustee, the Company and the Owners and signed by the City. The Trustee's rights to indemnity and to any fees, charges or other amounts due and payable to it shall survive such removal.

Section 1008. Appointment of Successor Trustee. If the Trustee hereunder resigns or is removed, or otherwise becomes incapable of acting hereunder, or if it is taken under the control of any public officer or officers or of a receiver appointed by a court, a successor Trustee (a) reasonably acceptable to the City may be appointed by the Company (so long as no Event of Default has occurred and is continuing), or (b) reasonably acceptable to the City and the Company may be appointed by the Owners of a majority in aggregate principal amount of Bonds then Outstanding, by an instrument or concurrent instruments in writing; provided, nevertheless, that in case of such vacancy, the City, by an instrument executed and signed by its Mayor or City Manager and attested by its City Clerk under its seal, may appoint a temporary Trustee to fill such vacancy until a successor Trustee shall be appointed in the manner above provided. Any such temporary Trustee so appointed by the City shall immediately and without further acts be superseded by the successor Trustee so appointed as provided above. Every such Trustee appointed pursuant to the provisions of this Section shall be a trust company or bank in good standing and qualified to accept such trust with a corporate trust office in the State, and having, or whose obligations are guaranteed by a financial institution having, a reported capital, surplus and undivided profits of not less than $50,000,000. If no successor Trustee has been so appointed and accepted appointment in the manner herein provided, the Trustee or any Owner may petition any court of competent jurisdiction for the appointment of a successor Trustee, until a successor shall have been appointed as above provided.

Section 1009. Vesting of Trusts in Successor Trustee. Every successor Trustee appointed hereunder shall execute, acknowledge and deliver to its predecessor and also to the City and the Company an instrument in writing accepting such appointment hereunder, and thereupon such successor shall, without any further act, deed or conveyance, become fully vested with all the trusts, powers, rights, obligations, duties, remedies, immunities and privileges of its predecessor and the duties and obligations of such predecessor hereunder shall thereafter cease and terminate; but such predecessor shall, nevertheless, on the written request of the City, execute and deliver an instrument transferring to such successor Trustee all the trusts, powers, rights, obligations, duties, remedies, immunities and privileges of such predecessor hereunder; every predecessor Trustee shall deliver all securities and moneys held by it as Trustee hereunder to its successor. Should any instrument in writing from the City be required by any predecessor or successor Trustee for more fully and certainly vesting in such successor the trusts, powers, rights, obligations, duties, remedies, immunities and privileges hereby vested in the predecessor, any and all such instruments in writing shall, on request, be executed, acknowledged and delivered by the City.

Section 1010. Right of Trustee to Pay Taxes and Other Charges. If any tax, assessment or governmental or other charge upon, or insurance premium with respect to, any part of the Project is not paid as required herein or in the Lease, the Trustee may pay such tax, assessment or governmental charge or insurance premium, without prejudice, however, to any rights of the Trustee or the Owners hereunder arising in consequence of such failure; any amount at any time so paid under this Section, with interest thereon from the date of payment at the rate of 10% per annum, shall become an additional obligation secured by this Indenture, and the same shall be given a preference in payment over any payment of

principal of or interest on the Bonds, and shall be paid out of the proceeds of rents, revenues and receipts collected from the Project, if not otherwise caused to be paid; but the Trustee shall be under no obligation to make any such payment unless it shall have been requested to do so by the Owners of at least 25% of the aggregate principal amount of Bonds then Outstanding and shall have been provided adequate funds for the purpose of such payment.

Section 1011. Trust Estate May be Vested in Co-Trustee.

(a) It is the purpose of this Indenture that there shall be no violation of any law of any jurisdiction (including particularly the State) denying or restricting the right of banking corporations or associations to transact business as trustee in such jurisdiction. It is recognized that in case of litigation under this Indenture or the Lease, and in particular in case of the enforcement of either this Indenture or the Lease upon the occurrence of an Event of Default or if the Trustee deems that by reason of any present or future law of any jurisdiction it cannot exercise any of the powers, rights or remedies herein granted to the Trustee, or take any other action which may be desirable or necessary in connection therewith, it may be necessary or desirable that the Trustee appoint an additional individual or institution as a co-trustee or separate trustee, and the Trustee is hereby authorized to appoint such co-trustee or separate trustee.

(b) If the Trustee appoints an additional individual or institution as a co-trustee or separate trustee (which appointment shall be subject to the approval of the Company), each and every remedy, power, right, claim, demand, cause of action, immunity, title, interest and lien expressed or intended by this Indenture to be exercised by the Trustee with respect thereto shall be exercisable by such co-trustee or separate trustee but only to the extent necessary to enable such co-trustee or separate trustee to exercise such powers, rights and remedies, and every covenant and obligation necessary to the exercise thereof by such co-trustee or separate trustee shall run to and be enforceable by either of them.

(c) Should any deed, conveyance or instrument in writing from the City be required by the co-trustee or separate trustee so appointed by the Trustee for more fully and certainly vesting in and confirming to such co-trustee such properties, rights, powers, trusts, duties and obligations, any and all such deeds, conveyances and instruments in writing shall, on request, be executed, acknowledged and delivered by the City.

(d) If any co-trustee or separate trustee shall die, become incapable of acting, resign or be removed, all the properties, rights, powers, trusts, duties and obligations of such co-trustee or separate trustee, so far as permitted by law, shall vest in and be exercised by the Trustee until the appointment of a successor to such co-trustee or separate trustee.

Section 1012. Accounting. The Trustee shall render an annual accounting for the period ending December 31 of each year, within 90 days following the end of such year, to the City, the Company and to any Owner requesting the same and, upon the request of the City, the Company or any Owner, a monthly accounting to any such party, showing in reasonable detail all financial transactions relating to the Trust Estate during the accounting period and the balance in any funds or accounts created by this Indenture as of the beginning and close of such accounting period.

Section 1013. Performance of Duties Under the Lease. The Trustee hereby accepts and agrees to perform all duties and obligations assigned to it under the Lease.

ARTICLE XI

SUPPLEMENTAL INDENTURES

Section 1101. Supplemental Indentures Not Requiring Consent of Owners. The City and the Trustee may from time to time, without the consent of or notice to any of the Owners, enter into such Supplemental Indenture or Supplemental Indentures as shall not be inconsistent with the terms and provisions hereof, for any one or more of the following purposes:

(a) To cure any ambiguity or formal defect or omission in this Indenture, or to make any other change which, in the judgment of the Trustee, is not to the material prejudice of the Trustee or the Owners;

(b) To grant to or confer upon the Trustee for the benefit of the Owners any additional rights, remedies, powers or authority that may lawfully be granted to or conferred upon the Owners or the Trustee or either of them;

(c) To more precisely identify any portion of the Project or to add additional property thereto;

(d) To conform the Indenture to amendments to the Lease made by the City and the Company; or

(e) To subject to this Indenture additional revenues, properties or collateral.

Section 1102. Supplemental Indentures Requiring Consent of Owners.

(a) Exclusive of Supplemental Indentures covered by **Section 1101** hereof and subject to the terms and provisions contained in this Section, and not otherwise, the Owners of not less than a majority in aggregate principal amount of the Bonds then Outstanding may, from time to time, anything contained in this Indenture to the contrary notwithstanding, consent to and approve the execution by the City and the Trustee of such other Supplemental Indenture or Supplemental Indentures as shall be deemed necessary and desirable by the City for the purpose of modifying, amending, adding to or rescinding, in any particular, any of the terms or provisions contained in this Indenture or in any Supplemental Indenture; provided, however, that without the consent of the Owners of 100% of the principal amount of the Bonds then Outstanding, nothing in this Indenture contained shall permit or be construed as permitting (1) an extension of the maturity or a shortening of the redemption date of the principal of or the interest, if any, on any Bond issued hereunder, or (2) a reduction in the principal amount of any Bond or the rate of interest thereon, if any, or (3) a privilege or priority of any Bond or Bonds over any other Bond or Bonds, or (4) a reduction in the aggregate principal amount of Bonds; for any of which the consent of the Owners of 100% of the principal amount of the affected Bonds then Outstanding is required.

(b) If at the time the City requests the Trustee to enter into any such Supplemental Indenture for any of the purposes of this Section, the Trustee shall cause notice of the proposed execution of such Supplemental Indenture to be mailed to each Owner as shown on the bond registration books required by **Section 206** hereof. Such notice shall briefly set forth the nature of the proposed Supplemental Indenture and shall state that copies thereof are on file at the corporate trust office of the Trustee for inspection by all Owners. If within 60 days or such longer period as may be prescribed by the City following the mailing of such notice, the Owners of not less than a majority in aggregate principal amount of the Bonds Outstanding

at the time of the execution of any such Supplemental Indenture shall have consented to and approved the execution thereof as herein provided, no Owner shall have any right to object to any of the terms and provisions contained therein, or the operation thereof, or in any manner to question the propriety of the execution thereof, or to enjoin or restrain the Trustee or the City from executing the same or from taking any action pursuant to the provisions thereof.

Section 1103. Company's Consent to Supplemental Indentures. Anything herein to the contrary notwithstanding, a Supplemental Indenture under this Article that affects any rights of the Company shall not become effective unless and until the Company shall have consented in writing to the execution and delivery of such Supplemental Indenture. The Trustee shall cause notice of the proposed execution and delivery of any Supplemental Indenture (regardless of whether it affects the Company's rights) together with a copy of the proposed Supplemental Indenture to be mailed to the Company at least 15 days prior to the proposed date of execution and delivery of the Supplemental Indenture.

Section 1104. Opinion of Counsel. In executing, or accepting the additional trusts created by, any Supplemental Indenture permitted by this Article or the modification thereby of the trusts created by this Indenture, the Trustee and the City shall receive, and, shall be fully protected in relying upon, an opinion of counsel addressed and delivered to the Trustee and the City stating that the execution of such Supplemental Indenture is permitted by and in compliance with this Indenture and will, upon the execution and delivery thereof, be a valid and binding obligation of the City. The Trustee may, but shall not be obligated to, enter into any such Supplemental Indenture which affects the Trustee's rights, duties or immunities under this Indenture or otherwise.

ARTICLE XII

SUPPLEMENTAL LEASES

Section 1201. Supplemental Leases Not Requiring Consent of Owners. The City and the Trustee shall, without the consent of or notice to the Owners, consent to the execution of any Supplemental Lease or Supplemental Leases by the City and the Company as may be required (a) by the provisions of the Lease and this Indenture, (b) for the purpose of curing any ambiguity or formal defect or omission in the Lease, (c) so as to more precisely identify the Project or add additional property thereto or (d) in connection with any other change therein which, in the judgment of the Trustee, does not materially and adversely affect the Trustee or security for the Owners.

Section 1202. Supplemental Leases Requiring Consent of Owners. Except for Supplemental Leases as provided for in **Section 1201** hereof, neither the City nor the Trustee shall consent to the execution of any Supplemental Lease or Supplemental Leases by the City or the Company without the mailing of notice and the obtaining of the written approval or consent of the Owners of not less than a majority in aggregate principal amount of the Bonds at the time Outstanding given and obtained as provided in **Section 1102** hereof. If at any time the City and the Company shall request the consent of the Trustee to any such proposed Supplemental Lease, the Trustee shall cause notice of such proposed Supplemental Lease to be mailed in the same manner as provided in **Section 1102** hereof with respect to Supplemental Indentures. Such notice shall briefly set forth the nature of such proposed Supplemental Lease and shall state that copies of the same are on file in the corporate trust office of the Trustee for inspection by all Owners. If within 60 days or such longer period as may be prescribed by the City following the mailing of such notice, the Owners of not less than 50% in aggregate principal amount of the Bonds Outstanding at the time of the execution of any such Supplemental Lease shall have consented to and approved the execution thereof as

herein provided, no Owner shall have any right to object to any of the terms and provisions contained therein, or the operation thereof, or in any manner to question the propriety of the execution thereof, or to enjoin or restrain the Trustee or the City from executing the same or from taking any action pursuant to the provisions thereof.

Section 1203. Opinion of Counsel. In executing or consenting to any Supplemental Lease permitted by this Article, the City and the Trustee shall receive, and shall be fully protected in relying upon, an opinion of counsel addressed to the Trustee and the City stating that the executing of such Supplemental Lease is authorized or permitted by the Lease and this Indenture and the applicable law and will upon the execution and delivery thereof be valid and binding obligations of the parties thereof.

ARTICLE XIII

SATISFACTION AND DISCHARGE OF INDENTURE

Section 1301. Satisfaction and Discharge of this Indenture.

(a) When the principal of and interest on all the Bonds have been paid in accordance with their terms or provision has been made for such payment, as provided in **Section 1302** hereof, and provision also made for paying all other sums payable hereunder and under the Lease and the Performance Agreement, including the reasonable fees and expenses of the Trustee, the City and Paying Agent to the date of retirement of the Bonds, then the right, title and interest of the Trustee in respect hereof shall thereupon cease, determine and be void. Thereupon, the Trustee shall cancel, discharge and release this Indenture and shall upon the written request of the City or the Company execute, acknowledge and deliver to the City such instruments of satisfaction and discharge or release as shall be required to evidence such release and the satisfaction and discharge of this Indenture, and shall assign and deliver to the City (subject to the City's obligations under **Section 11.2** of the Lease) any property at the time subject to this Indenture which may then be in its possession, except amounts in the Bond Fund required to be paid to the Company under **Section 602** hereof and except funds or securities in which such funds are invested held by the Trustee for the payment of the principal of and interest on the Bonds.

(b) The City is hereby authorized to accept a certificate by the Trustee that the whole amount of the principal and interest, if any, so due and payable upon all of the Bonds then Outstanding has been paid or such payment provided for in accordance with **Section 1302** hereof as evidence of satisfaction of this Indenture, and upon receipt thereof shall cancel and erase the inscription of this Indenture from its records.

Section 1302. Bonds Deemed to be Paid.

(a) Bonds shall be deemed to be paid within the meaning of this Article when payment of the principal of and interest thereon to the due date thereof (whether such due date be by reason of maturity or upon redemption as provided in this Indenture, or otherwise), either (1) have been made or caused to be made in accordance with the terms thereof, or (2) have been provided for by depositing with the Trustee or other commercial bank or trust company having full trust powers and authorized to accept trusts in the State in trust and irrevocably set aside exclusively for such payment (i) moneys sufficient to make such payment or (ii) Government Securities maturing as to principal and interest in such amount and at such times as will insure the availability of sufficient moneys to make such payment, or (3) have been provided for by surrendering the Bonds to the Trustee for cancellation. At such time as Bonds are deemed to be paid

hereunder, as aforesaid, they shall no longer be secured by or entitled to the benefits of this Indenture, except for the purposes of such payment from such moneys or Government Securities.

(b) Notwithstanding the foregoing, in the case of Bonds which by their terms may be redeemed before the stated maturities thereof, no deposit under clause (2) of the immediately preceding paragraph shall be deemed a payment of such Bonds as aforesaid until, as to all such Bonds which are to be redeemed before their respective stated maturities, proper notice of such redemption shall have been given in accordance with **Article III** hereof or irrevocable instructions shall have been given to the Trustee to give such notice.

(c) Notwithstanding any provision of any other section of this Indenture which may be contrary to the provisions of this Section, all moneys or Government Securities set aside and held in trust pursuant to the provisions of this Section for the payment of Bonds shall be applied to and used solely for the payment of the particular Bonds, with respect to which such moneys and Government Securities have been so set aside in trust.

ARTICLE XIV

MISCELLANEOUS PROVISIONS

Section 1401. Consents and Other Instruments by Owners.

(a) Any consent, request, direction, approval, objection or other instrument required by this Indenture to be signed and executed by the Owners may be in any number of concurrent writings of similar tenor and may be signed or executed by such Owners in Person or by agent appointed in writing. Proof of the execution of any such instrument or of the writing appointing any such agent and of the ownership of Bonds (other than the assignment of ownership of a Bond) if made in the following manner, shall be sufficient for any of the purposes of this Indenture, and shall be conclusive in favor of the Trustee with regard to any action taken, suffered or omitted under any such instrument, namely:

(i) The fact and date of the execution by any Person of any such instrument may be proved by the certificate of any officer in any jurisdiction who by law has power to take acknowledgments within such jurisdiction that the Person signing such instrument acknowledged before him the execution thereof, or by affidavit of any witness to such execution.

(ii) The fact of ownership of Bonds and the amount or amounts, numbers and other identification of such Bonds, and the date of holding the same shall be proved by the registration books of the City maintained by the Trustee pursuant to **Section 206** hereof.

(b) In determining whether the Owners of the requisite principal amount of Bonds Outstanding have given any request, demand, authorization, direction, notice, consent or waiver under this Indenture, Bonds owned by the Company shall be disregarded and deemed not to be Outstanding under this Indenture, except that, in determining whether the Trustee shall be protected in relying upon any such request, demand, authorization, direction, notice, consent or waiver, only Bonds which the Trustee knows to be so owned shall be so disregarded; provided, the foregoing provisions shall not be applicable if the Company is the only Owner of the Bonds. Notwithstanding the foregoing, Bonds so owned which have been pledged in good faith shall not be disregarded as aforesaid if the pledgee establishes to the satisfaction of the Trustee the pledgee's right so to act with respect to such Bonds and the pledgee is not the Company or any affiliate thereof.

Section 1402. Limitation of Rights Under this Indenture. With the exception of rights herein expressly conferred, nothing expressed or mentioned in or to be implied from this Indenture or the Bonds is intended or shall be construed to give any Person other than the parties hereto, and the Owners, if any, any right, remedy or claim under or in respect to this Indenture, this Indenture and all of the covenants, conditions and provisions hereof being intended to be and being for the sole and exclusive benefit of the parties hereto and the Owners, as herein provided.

Section 1403. Notices. It shall be sufficient service of any notice, request, complaint, demand or other paper required by this Indenture to be given or filed with the City, the Trustee, the Company or Owners if the same is duly mailed, postage prepaid, sent by overnight delivery or other delivery service, as follows:

(a) To the City:

City of Independence, Missouri
111 E. Maple Avenue
Independence, MO 64050
Attention: City Manager

(b) To the Trustee:

BOKF, N.A.
2405 Grand Blvd., Suite 840
Kansas City, Missouri 64108
Attention: Corporate Trust Department

(c) To the Company:

Lombardo Homes of Independence, LLC
13001 23 Mile Road, Suite 200
Shelby Township, Michigan 48315
Attention: Brian Powers

With a copy to:

Polsinelli PC
900 W. 48th Place, Suite 900
Kansas City, MO 64112
Attention: Curtis J. Petersen

(d) To the Owners if the same is duly mailed by first class, registered or certified mail addressed to each of the Owners of Bonds at the time Outstanding as shown by the bond registration books required by **Section 206** hereof to be kept at the corporate trust office of the Trustee.

All notices given by certified or registered mail as aforesaid shall be deemed fully given as of the date they are so mailed, provided that any of the foregoing given to the Trustee shall be effective only upon receipt. All notices given by overnight delivery or other delivery service shall be deemed fully given as of the date when received. A duplicate copy of each notice, certificate or other communication given hereunder by either the City or the Trustee to the other shall also be given to the Company. The City, the

Company and the Trustee may from time to time designate, by notice given hereunder to the others of such parties, such other address to which subsequent notices, certificates or other communications shall be sent.

Section 1404. Severability. If any provision of this Indenture shall be held or deemed to be invalid, inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions or in all jurisdictions, or in all cases because it conflicts with any other provision or provisions hereof or any constitution or statute or rule of public policy, 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 or provisions herein contained invalid, inoperative or unenforceable to any extent whatever.

Section 1405. Execution in Counterparts. This Indenture may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 1406. Governing Law. This Indenture shall be governed exclusively by and construed in accordance with the applicable laws of the State.

Section 1407. Electronic Storage. The parties agree that the transaction described herein may be conducted and related documents may be sent, received or stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

Section 1408. Electronic Notice to Trustee. The Trustee agrees to accept and act upon instructions or directions pursuant to this Indenture sent in writing or by electronic notice, provided, however, that such instructions or directions shall be signed by an Authorized Company Representative. If the Company elects to give the instructions by electronic notice, the Trustee may deem such instructions controlling. The Trustee shall not be liable for any losses, costs or expenses arising directly or indirectly from the Trustee's reliance upon and compliance with such instructions notwithstanding such instructions conflict or are inconsistent with a subsequent written instruction. Pursuant to the Lease, the Company agrees to assume all risks arising out of the use of such electronic notice to submit instructions and directions to the Trustee, including without limitation the risk of the Trustee acting on unauthorized instructions, and the risk or interception and misuse by third parties.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, City of Independence, Missouri, has caused this Indenture to be signed in its name and behalf by its City Manager and the seal of the City to be hereunto affixed and attested by the City Clerk, and to evidence its acceptance of the trusts hereby created, the Trustee has caused this Indenture to be signed in its name and behalf by a duly authorized officer, all as of the date first above written.

CITY OF INDEPENDENCE, MISSOURI

By: _____
Name: Zachary Walker
Title: City Manager

[SEAL]

ATTEST:

By: _____
Name: Susanne Holland
Title: City Clerk

BOKF, N.A.,
as Trustee

[SEAL]

By _____
Name:
Title:

ATTEST:

By _____
Name:
Title:

EXHIBIT A

PROJECT SITE

The following described real estate located in Jackson County, Missouri:

All that portion of such lands described in that certain Warranty Deed recorded as Document No. 2008E0020082 on February 22, 2008 and that certain Trustee's Deed recorded as Document No. 2009E0024269 on March 16, 2009 with each of said documents being filed with the Office of the Recorder of Deeds for Jackson County, Missouri and being situated in the Southwest Quarter of Section 16 and the Southeast Quarter of Section 17, all in Township 49 North, Range 31 West, in the City of Independence, said County and State. Being now more particularly described as follows: Commencing at the Southeast Corner of the Southeast Quarter of aforesaid Section 17; thence North 87 degrees 29 minutes 45 seconds West, along the South line of said Quarter Section, a distance of 417.70 feet to the Southeast corner of Tract A, MEADOW HILLS – 4th PLAT, a subdivision in aforesaid City, County and State; thence North 02 degrees 31 minutes 54 seconds East (North 00 degrees 06 minutes 27 seconds East, Plat) along a line 417.70 feet West of and parallel with the East line of said Quarter Section, being also along the East line of said Tract A, a distance of 117.03 feet to a point on the Northerly Right of-Way line of South Jackson Drive as now established by that certain instrument of Conveyance of Right of-Way recorded June 4, 2007 in said Office of the Recorder of Deeds as Document No. 2007E0073264 and the Point of Beginning of the tract of land to be herein described; thence continuing North 02 degrees 31 minutes 54 seconds East (North 00 degrees 06 minutes 27 seconds East, Plats) along the last described course, being also along the East lines of MEADOW HILLS – 3rd PLAT, and MEADOW HILLS 1st PLAT and along the Northerly extension of the East line of said MEADOW HILLS 1st PLAT, each being platted subdivisions in the said City, County and State, a distance of 2,505.84 feet to a point on the Southerly Right-of-Way line of R D Mize Road, as now established by that certain instrument of Conveyance of Right-of-Way recorded November 7, 2006 in said Office of the Recorder of Deeds as Document No. 2006E0118992; thence Easterly along the Southerly Right-of-Way line of said R D Mize Road as described in said Document No. 2006E0118992 and by the Conveyance of Right-of-Way recorded June 6, 2007 in said Office of the Recorder of Deeds as Document No. 2007E0074680 and by the Conveyance of Right-of-Way recorded June 14, 2007 in said Office of the Recorder of Deeds as Document No. 2007E0078544, the following courses and distances; thence South 87 degrees 47 minutes 11 seconds East (South 87 degrees 46 minutes 54 seconds East, Deed 2006E0118992) along a line 40.00 feet South of and parallel with the North line of the Southeast Quarter of said Section 17, a distance of 417.71 feet to a point on the East line of said Southeast Quarter Section; thence North 02 degrees 31 minutes 54 seconds East (North 02 degrees 27 minutes 13 seconds East, Deed) along the East line of said Southeast Quarter Section, a distance of 1.00 foot; thence South 88 degrees 09 minutes 08 seconds East (South 88 degrees 14 minutes 49 seconds East, Deed 2006E0118992) along a line 39 feet South of and parallel with the North line of the Southwest Quarter of aforesaid Section 16, a distance of 40.80 feet; thence continuing South 88 degrees 09 minutes 08 seconds East (South 88 degrees 09 minutes 36 seconds East, Deed 2007E0074680) along a line 39 feet South of and parallel with the North line of the Southwest Quarter of aforesaid Section 16, a distance of 266.79 feet; thence South 01 degrees 50 minutes 52 seconds West (South 01 degrees 50 minutes 24 seconds West, Deed 2007E0074680), perpendicular to the North line of said Southwest Quarter, a distance of 55.50 feet to a point 94.50 feet South of the North line of the Southwest Quarter of said Section 16 as measured perpendicular to the North line thereof; thence South 88 degrees 09 minutes 08 seconds East (South 88 degrees 09 minutes 36 seconds East, Deed 2007E0074680) along a line 94.50 feet South of and parallel with the North line of said Southwest Quarter, a distance of 67.00 feet; thence North 01 degrees 50 minutes 52 seconds East (North 01 degrees 50 minutes 24 seconds East, Deed 2007E0074680), perpendicular to the North line of said Southwest Quarter, a distance of 55.50 feet to a point 39.00 feet South of the North line of the Southwest Quarter of said Section 17 as measured perpendicular to the North line thereof; thence South 88 degrees 09 minutes 08 seconds East (South 88 degrees 09 minutes 36 seconds East, Deed 2007E0074680) along a line 39 feet

South of and parallel with the North line of the Southwest Quarter of said Section 16, a distance of 2.20 feet; thence South 83 degrees 09 minutes 53 seconds East (South 83 degrees 07 minutes 42 seconds East, Deed 2007E0078544), a distance of 122.88 feet to a point 499.30 feet East of the West line of the Southwest Quarter of said Section 16 as measured perpendicular to the West line thereof; thence South 02 degrees 31 minutes 54 seconds West along a line 499.30 feet East of and parallel with the West line of the Southwest Quarter of said Section 16, a distance of 1,868.15 feet to a point on the Northerly Right-of-Way line of said South Jackson Drive as now established by said Conveyance of Right-of-Way recorded June 14, 2007 in said Office of the Recorder of Deeds as Document No. 2007E0078544; thence generally Southwesterly along the Northerly Right-of-Way line of said South Jackson Drive as established by said Document No. 2007E0078544 and by said Document No. 2007E0073264, the following courses and distances; thence Southwesterly along a curve to the right, having an initial tangent bearing of South 56 degrees 15 minutes 48 seconds West, a radius of 650.00 feet and a central angle of 18 degrees 57 minutes 24 seconds (18 degrees 56 minutes 55 seconds, Deed 2007E0078544), an arc length of 215.06 feet (214.97 feet, Deed 2007E0078544; thence South 75 degrees 13 minutes 12 seconds West (South 75 degrees 13 minutes 05 seconds West, Deed 2007E0078544), tangent to the last described curve, a distance of 120.19 feet; thence Southwesterly along a curve to the left, tangent to the last described course, having a radius of 750.00 feet and a central angle of 29 degrees 02 minutes 06 seconds, an arc length of 380.07 feet; thence South 46 degrees 11 minutes 06 seconds West (South 46 degrees 11 minutes 00 seconds West, Deed 2007E0073264), tangent to the last described curve, a distance of 422.55 feet to the Point of Beginning. This description having been prepared by Steven R. Whitaker, Missouri, P.L.S No. 2005019220. MEC Corporate Certificate / License No. 2012009395.

EXHIBIT B

PROJECT IMPROVEMENTS

The Project Improvements consist of the following, to the extent paid for in whole with Bond proceeds:

Approximately 176 ranch-style apartment units to be constructed with trench and block foundations, wood framing, vinyl siding, vinyl windows, cultured stone facades, and asphalt shingle roofing, together with walking paths, a dog park, ponds, a gazebo, a pet wash station and the Public Improvements.

EXHIBIT C

FORM OF BONDS

THIS BOND OR ANY PORTION HEREOF MAY BE TRANSFERRED, ASSIGNED OR NEGOTIATED ONLY AS PROVIDED IN THE HEREIN DESCRIBED INDENTURE.

No. 1 **Not to Exceed $39,200,000**

UNITED STATES OF AMERICA
STATE OF MISSOURI

CITY OF INDEPENDENCE, MISSOURI
TAXABLE INDUSTRIAL DEVELOPMENT REVENUE BOND
(ARABELLA APARTMENTS PROJECT)
SERIES 2024

Interest Rate	Maturity Date	Dated Date
7.50%	December 1, 2027	_____ ___, 2024

OWNER: **LOMBARDO HOMES OF INDEPENDENCE, LLC**

MAXIMUM PRINCIPAL AMOUNT: **NOT TO EXCEED THIRTY-NINE MILLION TWO HUNDRED THOUSAND DOLLARS**

THE CITY OF INDEPENDENCE, MISSOURI, a constitutional charter city and municipal corporation duly organized and existing under the laws of the State of Missouri (the "City"), for value received, promises to pay, but solely from the source hereinafter referred to, to the Owner named above, or registered assigns thereof, on the Maturity Date shown above, the principal amount shown above, or such lesser amount as may be outstanding hereunder as reflected on **Schedule I** hereto held by the Trustee as provided in the hereinafter referred to Indenture. The City agrees to pay such principal amount to the Owner in any coin or currency of the United States of America which on the date of payment thereof is legal tender for the payment of public and private debts, and in like manner to pay to the Owner hereof, either by check or draft mailed to the Owner at a stated address as it appears on the bond registration books of the City kept by the Trustee under the within mentioned Indenture or, in certain situations authorized in the Indenture, by internal bank transfer or by wire transfer to an account in a commercial bank or savings institution located in the continental United States. Interest on the Cumulative Outstanding Principal Amount (as hereinafter defined) at the per annum Interest Rate stated above, payable in arrears on each December 1, commencing on December 1, 2024, and continuing thereafter until the earlier of the date on which said Cumulative Outstanding Principal Amount is paid in full or the Maturity Date. Interest on each advancement of the principal amount of this Bond shall accrue from the date that such advancement is made, computed on the basis of a year of 360 days consisting of 12 months of 30 days each.

As used herein, the term "Cumulative Outstanding Principal Amount" means all Bonds outstanding under the terms of the hereinafter-defined Indenture, as reflected on **Schedule I** hereto maintained by the Trustee.

THIS BOND is one of a duly authorized series of Bonds of the City designated "City of Independence, Missouri, Taxable Industrial Development Revenue Bonds (Arabella Apartments Project), Series 2024," in the maximum aggregate principal amount of $39,200,000 (the "Bonds"), to be issued for the purpose of improving certain real property located at 19515 - 19601 E. R.D. Mize Road in the City (the "Project Site," as more fully described on **Exhibit A** to the Lease (defined below)), including the construction and improvement of a commercial facility together with related public improvements (the "Project Improvements"). The City will lease the Project Site and the Project Improvements (collectively, the "Project") to a private-sector company (the "Company"), under the terms of a Lease Agreement dated as of October 1, 2024 (said Lease Agreement, as amended and supplemented from time to time in accordance with the provisions thereof, being herein called the "Lease"), between the City and the Company, all pursuant to the authority of and in full compliance with the provisions, restrictions and limitations of the Constitution, the statutes of the State of Missouri, including particularly the Act, the charter of the City and pursuant to proceedings duly had by the Council of the City.

THE BONDS are issued under and are equally and ratably secured and entitled to the protection given by a Trust Indenture dated as of October 1, 2024 (said Trust Indenture, as amended and supplemented from time to time in accordance with the provisions thereof, being herein called the "Indenture"), between the City and BOKF, N.A., Kansas City, Missouri, as trustee (the "Trustee"). *Capitalized terms not defined herein shall have the meanings set forth in the Indenture.*

Reference is hereby made to the Indenture for a description of the provisions, among others, with respect to the nature and extent of the security for the Bonds, the rights, duties and obligations of the City, the Trustee and the Owners, and the terms upon which the Bonds are issued and secured.

THE BONDS are subject to redemption and payment prior to maturity as provided in the Indenture.

THE BONDS, including interest thereon, are special obligations of the City and are payable solely out of the rents, revenues and receipts derived by the City from the Project and the Lease and not from any other fund or source of the City, and are secured by a pledge and assignment of the Project and of such rents, revenues and receipts, including all rentals and other amounts to be received by the City under and pursuant to the Lease, all as provided in the Indenture. The Bonds do not constitute a general obligation of the City or the State of Missouri, and neither the City nor said State shall be liable thereon, and the Bonds shall not constitute an indebtedness within the meaning of any constitutional, charter or statutory debt limitation or restriction, and are not payable in any manner by taxation. Pursuant to the provisions of the Lease, rental payments sufficient for the prompt payment when due of the principal of and interest on the Bonds are to be paid by the Company directly to the Trustee for the account of the City and deposited in a special fund created by the City and designated the "City of Independence, Missouri, Bond Fund – Lombardo Homes of Independence, LLC."

THE OWNER of this Bond shall have no right to enforce the provisions of the Indenture or to institute action to enforce the covenants therein, or to take any action with respect to any Event of Default under the Indenture, or to institute, appear in or defend any suit or other proceedings with respect thereto, except as provided in the Indenture. In certain events, on the conditions, in the manner and with the effect set forth in the Indenture, the principal of all the Bonds issued under the Indenture and then Outstanding

may become or may be declared due and payable before the stated maturity thereof, together with interest accrued thereon. Modifications or alterations of this Bond or the Indenture may be made only to the extent and in the circumstances permitted by the Indenture.

THIS BOND is transferable, as provided in the Indenture, only upon the books of the City kept for that purpose at the above-mentioned office of the Trustee by the Owner hereof in Person or by such Person's duly authorized attorney, upon surrender of this Bond together with a written instrument of transfer reasonably satisfactory to the Trustee duly executed by the Owner or such Person's duly authorized attorney, and thereupon a new fully registered Bond or Bonds, in the same aggregate principal amounts, shall be issued to the transferee in exchange therefor as provided in the Indenture, and upon payment of the charges therein prescribed. The City, the Trustee and any Paying Agent may deem and treat the Person in whose name this Bond is registered as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal or redemption price hereof and interest due hereon and for all other purposes.

THE BONDS are issuable in the form of one fully-registered Bond in the maximum principal amount of $39,200,000.

THIS BOND shall not be valid or become obligatory for any purposes or be entitled to any security or benefit under the Indenture until the Certificate of Authentication hereon shall have been executed by the Trustee.

IT IS HEREBY CERTIFIED AND DECLARED that all acts, conditions and things required to exist, happen and be performed precedent to and in the execution and delivery of the Indenture and the issuance of this Bond do exist, have happened and have been performed in due time, form and manner as required by the Constitution and laws of the State of Missouri.

IN WITNESS WHEREOF, the City of Independence, Missouri has caused this Bond to be executed in its name by the manual or facsimile signature of its Mayor or City Manager, attested by the manual or facsimile signature of its City Clerk and its corporate seal to be affixed hereto or imprinted hereon, and has caused this Bond to be dated the date set forth above.

CERTIFICATE OF AUTHENTICATION

This Bond is one of the Bonds of the issue described in the within-mentioned Indenture.

Registration Date: _____

BOKF, N.A.,
as Trustee

By _____
Authorized Signatory

CITY OF INDEPENDENCE, MISSOURI

By: _____
City Manager

ATTEST: (Seal)

_____
City Clerk

SCHEDULE I

TABLE OF CUMULATIVE OUTSTANDING PRINCIPAL AMOUNT

CITY OF INDEPENDENCE, MISSOURI
TAXABLE INDUSTRIAL DEVELOPMENT REVENUE BOND
(ARABELLA APARTMENTS PROJECT)
SERIES 2024

Date	Principal Amount Advanced	Principal Amount Redeemed	Cumulative Outstanding Principal Amount	Notation Made By

FORM OF ASSIGNMENT

(NOTE RESTRICTIONS ON TRANSFERS)

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers unto

_____

Print or Typewrite Name, Address and Social Security or
other Taxpayer Identification Number of Transferee

the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints _____ agent to transfer the within Bond on the books kept by the Trustee for the registration and transfer of Bonds, with full power of substitution in the premises.

Dated: _____.

_____

NOTICE: The signature to this assignment must correspond with the name as it appears upon the face of the within Bond in every particular.

PLACE SIGNATURE MEDALLION BELOW:

EXHIBIT D

FORM OF REPRESENTATION LETTER

City of Independence, Missouri
111 E. Maple Avenue
Independence, MO 64050
Attention: City Manager

BOKF, N.A., as Trustee
2405 Grand Blvd., Suite 840
Kansas City, Missouri 64108
Attention: Corporate Trust Department

Re: $39,200,000 Maximum Principal Amount of Taxable Industrial Development Revenue Bonds (Arabella Apartments Project), Series 2024 of the City of Independence, Missouri

Ladies and Gentlemen:

In connection with the purchase of the above-referenced Bonds (the "Bonds"), the undersigned purchaser of the Bonds (the "Purchaser") hereby represents, warrants and agrees as follows:

1. The Purchaser fully understands that (a) the Bonds have been issued under and pursuant to a Trust Indenture dated as of October 1, 2024 (the "Indenture"), between the City of Independence, Missouri (the "City") and BOKF, N.A., Kansas City, Missouri, as trustee (the "Trustee"), and (b) the Bonds are payable solely out of certain rents, revenues and receipts to be derived from the leasing or sale of the Project (as defined in the Indenture) to Lombardo Homes of Independence, LLC, a Michigan limited liability company (the "Company"), under a Lease Agreement dated as of October 1, 2024 (the "Lease"), between the City and the Company, with certain of such rents, revenues and receipts being pledged and assigned by the City to the Trustee under the Indenture to secure the payment of the principal of and interest on the Bonds.

2. The Purchaser understands that the Bonds have not been registered under the Securities Act of 1933, as amended (the "1933 Act"), or the securities laws of any state and will be sold to the Purchaser in reliance upon certain exemptions from registration and in reliance upon the representations and warranties of the Purchaser set forth herein.

3. The Purchaser understands that the Bonds are transferable only in the manner provided for in the Indenture and discussed below and warrants that it is acquiring the Bonds for its own account with the intent of holding the Bonds as an investment, and the acquisition of the Bonds is not made with a view toward their distribution or for the purpose of offering, selling or otherwise participating in a distribution of the Bonds.

4. The Purchaser agrees not to attempt to offer, sell, hypothecate or otherwise distribute the Bonds to others unless authorized by the terms of the Indenture and upon receipt of any required opinion of counsel acceptable to the City, the Company, the Trustee and the Purchaser that all registration and disclosure requirements of the Securities and Exchange Commission and all other appropriate federal and Missouri securities laws and the securities law of any other applicable state are complied with.

5. The Company has (a) furnished to the Purchaser such information about itself as the Purchaser deems necessary in order for it to make an informed investment decision with respect to the purchase of the Bonds, (b) made available to the Purchaser, during the course of this transaction, ample opportunity to ask questions of, and to receive answers from, appropriate officers of the City and the terms and conditions of the offering of the Bonds, and (c) provided to the undersigned all additional information which it has requested.

6. The Purchaser acknowledges that no offering document has been prepared in connection with the sale of the Bonds. The Purchaser further acknowledges that it has timely received in satisfactory form and manner all proceedings, certificates, opinions, letters and other documents required to be submitted to the Purchaser pursuant to the Bond Purchase Agreement prior to or on the date of the delivery of and payment for the Bonds, and that the City and the Company have in all respects complied with and satisfied all of their respective obligations to the Purchaser which are required under the Bond Purchase Agreement to be complied with and satisfied on or before such date.

7. The Purchaser is now, and was when it agreed to purchase the Bonds, familiar with the operations of the Company and fully aware of terms and risks of the Bonds and that the Purchaser is relying on its own knowledge and investigation of facts and circumstances relating to the purchase of the Bonds. The Purchaser believes that the Bonds being acquired are a security of the type that the Purchaser wishes to purchase and hold for investment and that the nature and amount thereof are consistent with its investment program.

8. The Purchaser is fully aware of and satisfied with (i) the current status of the title to the Project and any issues related thereto and (ii) the terms, amounts and providers of the insurance maintained pursuant to **Article VII** of the Lease, and the undersigned is purchasing the Bonds with full knowledge of such matters.

9. The Purchaser understands and agrees that the interest on the Bonds *is* subject to federal and state income taxation.

10. The Purchaser hereby directs the Trustee to hold the Bonds in trust for the undersigned pursuant to **Section 208** of the Indenture.

Dated: _____, 20___

[PURCHASER OF BONDS]

By:_____
Name: _____
Title: _____

CITY OF INDEPENDENCE, MISSOURI,
As Lessor,

AND

LOMBARDO HOMES OF INDEPENDENCE, LLC,
As Lessee

LEASE AGREEMENT

Dated as of October 1, 2024

Relating to:

$39,200,000
(Aggregate Maximum Principal Amount)
City of Independence, Missouri
Taxable Industrial Development Revenue Bonds
(Arabella Apartments Project)
Series 2024

Certain rights of the City of Independence, Missouri (the "City"), in this Lease Agreement have been pledged and assigned to BOKF, N.A., Kansas City, Missouri, as Trustee under the Trust Indenture dated as of October 1, 2024, between the City and the Trustee.

LEASE AGREEMENT

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LEASE AGREEMENT

THIS LEASE AGREEMENT, dated as of October 1, 2024 (the "Lease"), is between the **CITY OF INDEPENDENCE, MISSOURI**, a constitutional charter city and municipal corporation duly organized and existing under the laws of the State of Missouri, as lessor (the "City"), and **LOMBARDO HOMES OF INDEPENDENCE, LLC**, a limited liability company organized and existing under the laws of the State of Michigan, as lessee, and its successors or assigns, as permitted hereunder (the "Company");

RECITALS:

1. The City is authorized under Article VI, Section 27(b) of the Missouri Constitution and Sections 100.010 through 100.200 of the Revised Statutes of Missouri, as amended (the "Act"), to purchase, construct, extend and improve certain "projects" (as defined in the Act) and to issue industrial development revenue bonds for the purpose of providing funds to pay the costs of such projects and to lease or otherwise dispose of such projects to private persons or corporations for manufacturing, commercial, warehousing and industrial development purposes upon such terms and conditions as the City shall deem advisable.

2. Pursuant to the Act, the City Council passed an ordinance (the "Ordinance") authorizing the City to issue its Taxable Industrial Development Revenue Bonds (Arabella Apartments Project), Series 2024, in the maximum principal amount of $39,200,000 (the "Bonds"), for the purpose of acquiring and improving certain real property located at 19515 - 19601 E. R.D. Mize Road in the City (the "Project Site," as more fully described on **Exhibit A** hereto), including the construction and improvement of a commercial facility on the Project Site together with related public improvements (the "Project Improvements," as more fully described on **Exhibit B** hereto).

3. Pursuant to the Ordinance, the City is authorized to enter into a Trust Indenture of even date herewith (the "Indenture") with BOKF, N.A., Kansas City, Missouri, as Trustee (the "Trustee"), for the purpose of issuing and securing the Bonds, as therein provided, and to enter into this Lease with the Company under which the City will construct and improve the Project Improvements, and lease the Project Site and the Project Improvements as they may at any time exist (collectively, the "Project"), to the Company in consideration of rental payments by the Company that will be sufficient to pay the principal of and interest on the Bonds.

4. In consideration of the terms and conditions of this Lease, the Ordinance, issuance of the Bonds and certain other agreements, the City and the Company have concurrently herewith entered into a Performance Agreement of even date herewith (the "Performance Agreement"), pursuant to which the Company has agreed to make certain payments in lieu of taxes.

5. Pursuant to the foregoing, the City desires to lease the Project to the Company and the Company desires to lease the Project from the City, for the rentals and upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the premises and the mutual representations, covenants and agreements herein contained, the receipt and sufficiency of which are hereby acknowledged, the City and the Company do hereby represent, covenant and agree as follows:

ARTICLE I

DEFINITIONS

Section 1.1. Definitions of Words and Terms. In addition to any words and terms defined elsewhere in this Lease and the words and terms defined in **Section 101** of the Indenture which definitions are hereby incorporated herein by reference, and terms defined, the following words and terms as used in this Lease shall have the following meanings:

"Additional Rent" means the additional rental described in **Sections 5.2** and **6.2** of this Lease.

"Basic Rent" means the rental described in **Section 5.1** of this Lease.

"Certificate of Insurance Compliance" means a certificate in substantially the form set forth on **Exhibit D** hereto evidencing the Company's compliance with the insurance requirements set forth in **Article VII** hereof, fully executed by the Authorized Company Representative and upon which the Trustee may conclusively rely without further investigation or inquiry.

"Environmental Law" means and includes the Comprehensive Environmental Response, Compensation and Liability Act of 1980, the Resource Conservation and Recovery Act, the Superfund Amendments and Reauthorization Act of 1986, any other "Superfund" or "Superlien" law, or any other federal, state or local statute, law, ordinance, code, rule, regulation, order or decree regulating, relating to, or imposing liability or standards of conduct concerning any Hazardous Materials, as now or at any time hereafter in effect.

"Full Insurable Value" means the actual replacement cost of the Project less physical depreciation as determined in accordance with **Section 7.1(a)** hereof.

"Lease Term" means the period from the effective date of this Lease until the expiration thereof pursuant to **Section 3.2** hereof.

"Lender" means any person who from time to time has made a loan to Company which is secured by a Mortgage.

"Mortgage" means any mortgage or deed of trust (together with all related loan documents and security agreements) relating to the Project and permitted pursuant to the provisions of **Section 10.4** hereof or existing prior to the date on which a memorandum of this Lease is recorded.

"Net Proceeds" means, when used with respect to any insurance or condemnation award with respect to the Project, the gross proceeds from the insurance or condemnation award with respect to which that term is used remaining after payment of all expenses (including attorneys' fees, trustee's fees and any extraordinary expenses of the City and the Trustee) incurred in the collection of such gross proceeds.

"Permitted Encumbrances" means, as of any particular time, as the same may encumber the Project Site, (a) liens for ad valorem taxes and special assessments not then delinquent, (b) the Indenture, this Lease and the Performance Agreement, (c) utility, access and other easements and rights-of-way, mineral rights, restrictions, exceptions and encumbrances that will not materially interfere with or impair the operations being conducted on the Project Site or easements granted to the City, (d) such minor defects, irregularities, encumbrances, easements, mechanic's liens, rights-of-way and clouds on title as normally exist with respect to properties similar in character to the Project Site and as do not in the

aggregate materially impair the property affected thereby for the purpose for which it was acquired or is held by the City, (e) any Mortgage, (f) any assignment of leases and rents or similar assignment delivered by the Company in favor of a Lender in connection with any future Mortgage (delivered pursuant to **Section 10.4(b)** of this Lease), and (g) any encumbrances shown on a title policy or report included in the transcript of proceedings relating to the Bonds.

"Plans and Specifications" means the plans and specifications prepared for and showing the Project, as amended by the Company from time to time prior to the Completion Date, the same being duly certified by the Company, and on file with the Company, or with the architect/engineers retained by the Company for the Project, and which shall be available for reasonable inspection by the City, the Trustee and their duly appointed representatives.

"Project Site" means the real property upon which the property comprising the Project is located as more fully described in **Exhibit A**.

"Public Improvements" has the meaning given in the Indenture.

Section 1.2. Rules of Interpretation.

(a) Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders.

(b) Unless the context shall otherwise indicate, words importing the singular number shall include the plural and vice versa, and words importing Persons shall include firms, associations and corporations, including governmental entities, as well as natural Persons.

(c) Wherever in this Lease it is provided that either party shall or will make any payment or perform or refrain from performing any act or obligation, each such provision shall, even though not so expressed, be construed as an express covenant to make such payment or to perform, or not to perform, as the case may be, such act or obligation.

(d) All references in this instrument to designated "Articles," "Sections" and other subdivisions are, unless otherwise specified, to the designated Articles, Sections and subdivisions of this instrument as originally executed. The words "herein," "hereof," "hereunder" and other words of similar import refer to this Lease as a whole and not to any particular Article, Section or other subdivision.

(e) The Table of Contents and the Article and Section headings of this Lease shall not be treated as a part of this Lease or as affecting the true meaning of the provisions hereof.

(f) Whenever an item or items are listed after the word "including," such listing is not intended to be a listing that excludes items not listed.

Section 1.3. Acceptance of Indenture. The Company acknowledges that it has received an executed copy of the Indenture and that it is familiar with the terms and conditions of the Indenture. The Company further covenants that it will comply with all the conditions and covenants contained in the Indenture relating to the Company and the Project, and that it will not take any action which would cause a default thereunder or jeopardize the rights of the Trustee, the City or the Bondowners.

ARTICLE II

REPRESENTATIONS

Section 2.1. Representations by the City. The City makes the following representations as the basis for the undertakings on its part herein contained:

(a) The City is a constitutional charter city and municipal corporation duly organized and validly existing under the laws of the State of Missouri. Under the provisions of the Act, the City has lawful power and authority to enter into the transactions contemplated by this Lease and to carry out its obligations hereunder. By proper action of its governing body, the City has been duly authorized to execute and deliver this Lease, acting by and through its duly authorized officers;

(b) As of the date of delivery hereof, the City has acquired the Project Site (subject to Permitted Encumbrances) and agrees to construct and improve or cause to be constructed and improved thereon the Project Improvements. The City agrees to lease the Project to the Company and sell the Project to the Company if the Company exercises its option to purchase the Project or upon termination of this Lease as provided for herein, all for the purpose of furthering the public purposes of the Act;

(c) The purchase, construction, extension and improvement of the Project and the leasing of the Project by the City to the Company will further the public purposes of the Act;

(d) To the City's knowledge, no member of the City Council or any other officer of the City has any significant or conflicting interest, financial, employment or otherwise, in the Company or in the transactions contemplated hereby;

(e) To finance the costs of the Project, the City proposes to issue the Bonds which will be scheduled to mature as set forth in **Article II** of the Indenture and will be subject to redemption prior to maturity in accordance with the provisions of **Article III** of the Indenture;

(f) The Bonds are to be issued under and secured by the Indenture, pursuant to which the Project and the net earnings therefrom, including all rents, revenues and receipts to be derived by the City from the leasing or sale of the Project, will be pledged and assigned to the Trustee as security for payment of the principal of and interest on the Bonds and amounts owing pursuant to the Lease;

(g) The City will not knowingly take any affirmative action that would permit a lien to be placed on the Project or pledge the revenues derived therefrom for any bonds or other obligations, other than the Bonds, except with the written consent of the Authorized Company Representative; and

(h) The City shall have no authority to operate the Project as a business or in any other manner except as the lessor thereof, except subsequent to an Event of Default hereunder.

Section 2.2. Representations by the Company. The Company makes the following representations as the basis for the undertakings on its part herein contained:

(a) The Company is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Michigan and is in good standing under the laws of and authorized to conduct business in the State of Missouri;

(b) The Company has lawful power and authority to enter into this Lease and to carry out its obligations hereunder and by proper action of its members the Company has been duly authorized to execute and deliver this Lease, acting by and through its duly authorized officers and representatives;

(c) The execution and delivery of this Lease, the consummation of the transactions contemplated hereby, and the performance of or compliance with the terms and conditions of this Lease by the Company will not, to the best of the Company's knowledge, conflict with or result in a breach of any of the terms, conditions or provisions of, or constitute a default under, any mortgage, deed of trust, lease or any other restrictions or any agreement or instrument to which the Company is a party or by which it or any of its property is bound, or the Company's organizational documents, or any order, rule or regulation applicable to the Company or any of its property of any court or governmental body, or constitute a default under any of the foregoing, or result in the creation or imposition of any prohibited lien, charge or encumbrance of any nature whatsoever upon any of the property or assets of the Company under the terms of any instrument or agreement to which the Company is a party;

(d) The estimated costs of the construction and improvement of the Project are in accordance with sound engineering and accounting principles;

(e) The Project will comply in all material respects with all presently applicable building and zoning, health, environmental and safety orders and laws and all other applicable laws, rules and regulations; and

(f) The Project is located wholly within the corporate limits of the City of Independence, Missouri.

ARTICLE III

GRANTING PROVISIONS

Section 3.1. Granting of Leasehold Estate. The City hereby exclusively rents, leases and lets the Project to the Company, and the Company hereby rents, leases and hires the Project from the City, subject to Permitted Encumbrances existing as of the date of the execution and delivery hereof, for the rentals and upon and subject to the terms and conditions herein contained.

Section 3.2. Lease Term. This Lease shall become effective upon its delivery, and subject to sooner termination pursuant to the provisions of this Lease, shall have a term commencing as of the date of this Lease and terminating on **December 1, 2027**.

Section 3.3. Possession and Use of the Project.

(a) The City covenants and agrees that as long as neither the City nor the Trustee has exercised any of the remedies set forth in **Section 12.2(b)** following the occurrence and continuance of an Event of Default, the Company shall have sole and exclusive possession of the Project (subject to Permitted Encumbrances and the City's and the Trustee's right of access pursuant to **Section 10.3** hereof) and shall and may peaceably and quietly have, hold and enjoy the Project during the Lease Term. The City covenants and agrees that it will not take any action, other than expressly pursuant to **Article XII** hereof, to prevent the Company from having quiet and peaceable possession and enjoyment of the Project during the Lease Term and will, at the request and expense of the Company, cooperate with the Company in order that the Company may have quiet and peaceable possession and enjoyment of the Project and will defend the Company's enjoyment and possession thereof against all parties.

(b) Subject to the provisions of this Section, the Company shall have the right to use the Project for any lawful purpose allowed by law and contemplated by the Act, this Lease and the Performance Agreement. The Company shall comply in all material respects with all statutes, laws, ordinances, orders, judgments, decrees, regulations, directions and requirements of all federal, state, local and other governments or governmental authorities, now or hereafter applicable to the Project or to any adjoining public ways, as to the manner of use or the condition of the Project or of adjoining public ways. In the event of demonstrated noncompliance with such statutes, laws, ordinances, orders, judgments, decrees, regulations, directions and requirements the Company will take all reasonable steps to comply with such statutes, laws, ordinances, orders, judgments, decrees, regulations, directions and requirements. The Company shall also comply with the mandatory requirements, rules and regulations of all insurers under the policies carried under the provisions of **Article VII** hereof. The Company shall pay all costs, expenses, claims, fines, penalties and damages that may in any manner arise out of, or be imposed as a result of, the failure of the Company to comply with the provisions of this Section. Notwithstanding any provision contained in this Section, however, the Company shall have the right, at its own cost and expense, to contest or review by legal or other appropriate procedures the validity or legality of any such governmental statute, law, ordinance, order, judgment, decree, regulation, direction or requirement, or any such requirement, rule or regulation of an insurer, and during such contest or review the Company may refrain from complying therewith.

Section 3.4. Title to the Project. The City shall be the sole owner of the Project during the Lease Term, except for any portions of the Project released from this Lease pursuant to the terms hereof.

ARTICLE IV

CONSTRUCTION AND IMPROVEMENT OF THE PROJECT

Section 4.1. Issuance of the Bonds. To provide funds for the payment of Project Costs, the City agrees that, upon request of the Company, it will issue, sell and cause to be delivered the Bonds to the purchaser thereof in accordance with the provisions of the Indenture and the Bond Purchase Agreement. The proceeds of the sale of the Bonds, when received, shall be paid over to the Trustee for the account of the City. The Trustee shall promptly deposit such proceeds, when received, as provided in the Indenture, to be used and applied as hereinafter provided in this Lease and in the Indenture. Alternatively, the Trustee may, (pursuant to **Section 208(d)** of the Indenture) endorse the Bonds in an amount equal to the requisition certificates submitted pursuant to **Section 4.4** below. In that event, the

purchaser of the Bonds shall be deemed to have deposited funds with the Trustee in an amount equal to the amount stated in the requisition certificate.

Section 4.2. Construction and Improvement of the Project. The City and the Company agree that the Company, as the agent of the City, shall construct and improve the Project as follows:

(a) The City has acquired the Project Site prior to the execution hereof. Concurrently with the execution of this Lease, (i) a deed and any other necessary instruments of transfer will be delivered to the City and placed of record, and (ii) the commitment for title insurance or ownership and encumbrance report (which may be provided in the form of a copy of the commitment for an owner's or loan policy of title insurance relating to the Company's acquisition of or private financing for the Project) required by **Article VII** hereof will be delivered to the City and the Trustee;

(b) On behalf of the City, the Company will construct and improve the Project Improvements on the Project Site and otherwise improve the Project Site in accordance with the Plans and Specifications. The Company may revise the Plans and Specifications from time to time as it deems necessary to carry out the Project, but revisions that would materially alter the intended purpose of the Project or any major component thereof may be made only with the prior written approval of the City. The Company agrees that the aforesaid construction and improvement will, with such changes and additions as may be made hereunder, result in facilities suitable for use by the Company for its purposes, and that all real and personal property described in the Plans and Specifications, with such changes and additions as may be made hereunder, is desirable and appropriate in connection with the Project. The provisions of this paragraph are in addition to and do not supersede the provisions of **Section 8.2**;

(c) The Company will comply with the provisions of Section 107.170 of the Revised Statutes of Missouri, as amended, to the extent applicable to the construction of the Project, and will not commence construction of any portion of the Project before providing the City with a payment bond in accordance with **Section 7.1**;

(d) The Company agrees that it will use reasonable efforts to cause the construction and improvement of the Project to be completed as soon as practicable with all reasonable dispatch. In the event such construction and improvement commences prior to the receipt of proceeds from the sale of the Bonds, the Company agrees to advance all funds necessary for such purpose; and

(e) The Public Improvements (but not any other portion of the Project Improvements) may be constructed in or on land that is not part of the Project Site, so long as such land is owned by the City or such Public Improvements are installed in City-held easements or right of way.

Section 4.3. Project Costs. The City hereby agrees to pay for, but solely from the Project Fund, and hereby authorizes and directs the Trustee to pay for, but solely from the Project Fund, all Project Costs upon receipt by the Trustee of a certificate pursuant to **Section 4.4** hereof. The Company may not submit any requisition certificates for Project Costs incurred after the Completion Date. The Company must submit all requisitions for Project Costs incurred before the Completion Date within three months after the Completion Date.

Section 4.4. Payment for Project Costs. All Project Costs as specified in **Section 4.3** hereof shall be paid by the Trustee from the Project Fund as more fully provided in the Indenture, and the City hereby authorizes and directs the Trustee to make disbursements from the Project Fund, upon receipt by the Trustee of certificates in substantially the form attached hereto as **Exhibit C**, signed by an Authorized Company Representative, which disbursements may be recorded via a transaction entry on the trust records held by the Trustee. The Trustee may rely conclusively on any such certificate and shall not be required to make any independent investigation in connection therewith. The submission of any requisition certificate by an Authorized Company Representative shall constitute unto the Trustee an irrevocable determination that all conditions precedent to the payments requested have been satisfied.

Section 4.5. Establishment of Completion Date. The Completion Date shall be evidenced to the Trustee by a certificate signed by the Authorized Company Representative stating (a) the construction and improvement of the Project has been completed in accordance with the Plans and Specifications, (b) that all costs and expenses incurred in the construction and improvement of the Project have been paid except costs and expenses the payment of which is not yet due or is being retained or contested in good faith by the Company, and (c) amounts to be retained by Trustee with respect to item (b) above. Notwithstanding the foregoing, such certificate shall state that it is given without prejudice to any rights against third parties which exist at the date of such certificate or which may subsequently come into being. The Company and the City agree to cooperate in causing such certificate to be furnished to the Trustee.

Section 4.6. Surplus or Deficiency in Project Fund.

(a) Upon receipt of the certificate described in **Section 4.5** hereof, the Trustee shall, as provided in **Section 504** of the Indenture, transfer any remaining moneys then in the Project Fund to the Bond Fund to be applied as directed by the Company solely to (1) the payment of principal and premium, if any, of the Bonds through the payment (including regularly scheduled principal payments, if any) or redemption thereof at the earliest date permissible under the terms of the Indenture, or (2) at the option of the Company, to the purchase of Bonds at such earlier date or dates as the Company may elect. Any amount so deposited in the Bond Fund may be invested as permitted by **Section 702** of the Indenture.

(b) If the Project Fund shall be insufficient to pay fully all Project Costs and to complete the Project free of liens and encumbrances other than Permitted Encumbrances, the Company shall pay, in cash, the full amount of any such deficiency by making payments thereof directly to the contractors and to the suppliers of materials and services as the same shall become due, and the Company shall save the City and the Trustee whole and harmless from any obligation to pay such deficiency.

Section 4.7. Project Property of City. The Project Site and the Project Improvements, which the Company desires to convey to the City, including all work and materials on the Project Improvements as such work progresses, and all additions or enlargements thereto or thereof, the Project as fully completed, anything under this Lease which becomes, is deemed to be, or constitutes a part of the Project, and the Project as repaired, rebuilt, rearranged, restored or replaced by the Company under the provisions of this Lease, except as otherwise specifically provided herein, shall immediately when erected or installed become the absolute property of the City, subject only to this Lease, the Indenture, any Permitted Encumbrances, and the Mortgage, if any.

Upon completion of all or any portion of the Public Improvements and acceptance by the City of dedication or other transfer thereof, such Public Improvements shall become the property of the City separate and apart from, and shall not be subject to, this Lease. At such point, such Public Improvements shall cease to be a part of the Project.

Section 4.8. Non-Project Improvements, Machinery and Equipment Property of the Company. Any improvements or items of machinery or equipment which do not constitute part of the Project Improvements and the entire purchase price of which is paid for by the Company with the Company's own funds, and no part of the purchase price of which is paid for from funds deposited pursuant to the terms of this Lease in the Project Fund, shall be the property of the Company and shall not constitute a part of the Project for purposes of **Section 6.4** hereof and therefore are subject to taxation, to the extent otherwise provided by law.

Section 4.9. Environmental Matters. The Company acknowledges that is it responsible for maintaining the Project in compliance with all Environmental Laws. In the event that the Company fails to undertake to comply with any final, non-appealable order issued by any local, state or federal authority under applicable Environmental Law, the City or the Trustee, immediately after notice to the Company, may elect (but shall not be required) to undertake such compliance. Any moneys expended by the City or the Trustee in efforts to comply with any applicable Environmental Law (including the reasonable cost of hiring consultants, undertaking sampling and testing, performing any cleanup necessary or useful in the compliance process and reasonable attorneys' fees) shall be due and payable as Additional Rent hereunder with interest thereon at the average rate of interest per annum on the Bonds, plus two (2) percentage points, from the date such cost is incurred. There shall be unlimited recourse to the Company to the extent of any liability incurred by the City or the Trustee with respect to any breaches of the provisions of this section.

The Company shall and does hereby indemnify the City, the Trustee and the Bondowners and agree to defend and hold them harmless from and against all loss, cost, damage and expense (including, without limitation, reasonable attorneys' fees and costs associated incurred in the investigation, defense and settlement of claims) that they may incur, directly or indirectly, as a result of or in connection with the assertion against them or any of them of any claim relating to the presence on, escape or removal from the Project during the term of this Lease of any hazardous substance or other material regulated by any applicable Environmental Law, or compliance with any applicable Environmental Law, whether such claim is raised before, during or after the term of this Lease, including claims relating to personal injury or damage to property; provided, however, this indemnity shall only relate to claims resulting from the City's ownership of the Project and the Trustee's acceptance of its duties as Trustee hereunder.

ARTICLE V

RENT PROVISIONS

Section 5.1. Basic Rent. The Company covenants and agrees to pay to the Trustee in same day funds for the account of the City during this Lease Term, for deposit in the Bond Fund on or before 10:00 a.m., Trustee's local time, on or before each December 1, commencing December 1, 2024 and continuing until the principal of and interest on the Bonds shall have been fully paid, an amount which, when added to any collected funds then on deposit in the Bond Fund and available on such Payment Date, shall be equal to the total amount payable on each December 1 as interest on the Bonds. On December 1, 2027 (or such earlier date as the Company may elect or be required to redeem the Bonds), the Company shall also pay an amount equal to all principal then due on the Bonds in connection with such maturity or redemption. All payments of Basic Rent provided for in this Section shall be paid directly to the Trustee and shall be deposited in accordance with the provisions of the Indenture into the Bond Fund and shall be used and applied by the Trustee in the manner and for the purposes set forth in this Lease and the Indenture, provided that if the Company is the Owner of all the Bonds Outstanding, payment of Basic

Rent as provided for in this Section may be made via a transaction entry on the trust records held by the Trustee and the Paying Agent consistent with **Section 204(e)** and **Section 208(g)** of the Indenture. Any Basic Rent paid by the Company which exceeds the total amount payable on such payment dates shall be immediately paid to the Company by wire transfer. At its option, on the final Payment Date, the Company may deliver to the Trustee for cancellation Bonds not previously paid and the Company shall receive a credit against the Basic Rent payable by the Company in an amount equal to the principal amount of the Bonds so tendered for cancellation plus accrued interest thereon.

In furtherance of the foregoing and of **Section 204(e)** and **Section 208(g)** of the Indenture, and notwithstanding any other provision in this Lease, the Indenture, the Bond Purchase Agreement or the Performance Agreement, and provided that the Company is the sole Bondowner, the Company may set-off each Basic Rent payment against the City's obligation to the Company as Bondowner, in lieu of delivery of a payment of Basic Rent on any date on which principal of or interest on the Bonds is payable, without providing notice of such set-off to the Trustee. The Trustee may conclusively rely on the absence of any notice from the Company to the contrary as evidence that such set-off has occurred.

Section 5.2. Additional Rent. The Company shall pay as Additional Rent, within 30 days after receiving an itemized invoice therefor, the following amounts as and when the same become due:

(a) all reasonable fees, charges and expenses, including agent and counsel fees, of the City or the Trustee incurred under the Indenture, this Lease, or any other document entered into in connection with the Bonds, as and when the same become due;

(b) all costs incident to the payment of the principal of and interest on the Bonds as the same becomes due and payable, including all costs and expenses in connection with the call, redemption and payment of all outstanding Bonds;

(c) all reasonable costs which are reasonably incurred in connection with the enforcement of any rights against the Company or the Project or in connection with a failure of the Company to perform its obligations under this Lease, the Indenture or the Performance Agreement by the City, the Trustee or the Bondowners, including counsel fees and expenses;

(d) all amounts payable under the Performance Agreement; and

(e) all other payments of whatever nature which Company has agreed to pay or assume under the provisions of this Lease.

Section 5.3. Obligations of Company Absolute and Unconditional.

(a) The obligations of the Company under this Lease to make payments of Basic Rent and Additional Rent on or before the date the same become due, and to perform all of its other obligations, covenants and agreements hereunder shall be absolute and unconditional, without notice or demand, and without abatement, deduction, set-off, counterclaim, recoupment or defense or any right of termination or cancellation arising from any circumstance whatsoever, whether now existing or hereafter arising, and irrespective of whether the Project has been started or completed, or whether the City's title thereto or to any part thereof is defective or nonexistent, and notwithstanding any damage to, loss, theft or destruction of, the Project or any part thereof, any failure of consideration or frustration of commercial purpose, the taking by eminent domain of title to or of the right of temporary use of all or any part of the Project, legal curtailment of the Company's use thereof, the eviction or constructive eviction of the Company, any change in the tax or other laws of the United States of America, the State of Missouri or any political

subdivision thereof, any change in the City's legal organization or status, or any default of the City hereunder, and regardless of the invalidity of any action of the City; provided, however, that nothing in this **Section 5.3(a)** or **Section 5.3(b)** is intended or shall be deemed to affect or impair in anyway the rights of the Company to tender Bonds for redemption in satisfaction of Basic Rent as provided in **Section 5.1** and **Section 5.4** hereof, nor the right of the Company to terminate this Lease and repurchase the Project as provided in **Article XI** hereof.

(b) Nothing in this Lease shall be construed to release the City from the performance of any agreement on its part herein contained or as a waiver by the Company of any rights or claims the Company may have against the City under this Lease or otherwise, but any recovery upon such rights and claims shall be had from the City separately, it being the intent of this Lease that the Company shall be unconditionally and absolutely obligated to perform fully all of its obligations, agreements and covenants under this Lease (including the obligation to pay Basic Rent and Additional Rent) for the benefit of the Owners and the City. The Company may, however, at its own cost and expense and in its own name or in the name of the City, prosecute or defend any action or proceeding or take any other action involving third Persons which the Company deems reasonably necessary in order to secure or protect its right of possession, occupancy and use hereunder, and in such event the City hereby agrees to cooperate fully with the Company and to take all action necessary to effect the substitution of the Company for the City in any such action or proceeding if the Company shall so request.

Section 5.4. Prepayment of Basic Rent. The Company may at any time and from time to time prepay a portion of the Basic Rent provided for hereunder (subject to the limitations of **Section 301(a)** of the Indenture relating to the redemption of the Bonds). During such times as the amount held by the Trustee in the Bond Fund shall be sufficient to pay, at the time required, the principal of and interest on all the Bonds then remaining unpaid, the Company shall not be obligated to make payments of Basic Rent under the provisions of this Lease.

Subject to **Section 301(a)** of the Indenture relating to the redemption of Bonds, the Company, at its option, may deliver to the Trustee for cancellation Bonds owned by the Company and not previously paid, and the Company shall receive a credit against amounts payable by the Company for the redemption of Bonds in an amount equal to the principal amount of the Bonds so tendered for cancellation, plus accrued interest thereon.

ARTICLE VI

MAINTENANCE, TAXES AND UTILITIES

Section 6.1. Maintenance and Repairs. Throughout the Lease Term the Company shall, at its own expense, keep the Project in as reasonably safe condition as the operation thereof will permit, and keep the Project in good repair and in good operating condition (reasonable wear, tear, depreciation, and obsolescence excepted), making from time to time all necessary repairs thereto and renewals and replacements thereof it determines to be necessary. Without limiting the generality of the foregoing, the Company shall at all times remain in compliance with all provisions of the City's code relating to maintenance and appearance.

Section 6.2. Taxes, Assessments and Other Governmental Charges.

(a) Subject to subsection (b) of this Section, the Company shall promptly pay and discharge, as the same become due, all taxes and assessments, general and special, and other governmental charges

of any kind whatsoever that may be lawfully taxed, charged, levied, assessed or imposed upon or against or be payable for or in respect of the Project, or any part thereof or interest therein (including the leasehold estate of the Company therein) or any buildings, improvements, machinery and equipment at any time installed thereon by the Company, or the income therefrom, including any new taxes and assessments not of the kind enumerated above to the extent that the same are lawfully made, levied or assessed in lieu of or in addition to taxes or assessments now customarily levied against real or personal property, and further including all utility charges, assessments and other general governmental charges and impositions whatsoever, foreseen or unforeseen, which if not paid when due would impair the security of the Bonds or encumber the City's title to the Project; provided that with respect to any special assessments or other governmental charges that are lawfully levied and assessed which may be paid in installments, the Company shall be obligated to pay only such installments thereof as become due and payable during the Lease Term.

(b) The Company may, in its own name or in the City's name, contest the validity or amount of any tax, assessment or other governmental charge which the Company is required to bear, pay and discharge pursuant to the terms of this Article by appropriate legal proceedings instituted at least 10 days before the tax, assessment or other governmental charge complained of becomes delinquent if and provided (1) the Company, before instituting any such contest, gives the City and the Trustee written notice of its intention to do so, (2) the Company diligently prosecutes any such contest, at all times effectively stays or prevents any official or judicial sale therefor, under execution or otherwise, and (3) the Company promptly pays any final judgment enforcing the tax, assessment or other governmental charge so contested and thereafter promptly procures record release or satisfaction thereof. The City agrees to cooperate fully with the Company in connection with any and all administrative or judicial proceedings related to any tax, assessment or other governmental charge. The Company shall save and hold harmless the City and the Trustee from any costs and expenses the City and the Trustee may incur related to any of the above.

(c) Nothing in this Lease shall be construed to require the Company to make duplicate tax payments. The Company shall receive a credit against any payments in lieu of taxes due under the Performance Agreement to the extent of any ad valorem taxes imposed and paid by the Company with respect to the Project paid pursuant to this Section.

Section 6.3. Utilities. All utilities and utility services used by the Company in, on or about the Project shall be paid for by the Company and shall be contracted for by the Company in the Company's own name (or the name(s) of its affiliates), and the Company shall, at its sole cost and expense, procure any and all permits, licenses or authorizations necessary in connection therewith.

Section 6.4. Property Tax Exemption. The City and the Company agree that while the Project is owned by the City and is subject to this Lease, the Project and the leasehold interest of the Company in the Project will be exempt from all *ad valorem* real property taxes by reason of such ownership, and the City agrees that it will (at the expense of the Company) cooperate with the Company to defend such exemption against all parties in accordance with the Performance Agreement attached hereto as *Appendix I*. Notwithstanding the foregoing, Company will annually pay to the City the payments with respect to the Project set forth in the Performance Agreement.

ARTICLE VII

INSURANCE

Section 7.1. Title Report; Payment Bond. Before conveying title to any real property to the City, the Company will provide a report reasonably acceptable to the City showing the ownership of and encumbrances on the Project Site. Copies of such report shall be provided to the City and the Trustee. Before commencing or continuing any construction on the Project Site, the Company shall provide to the City a payment bond or rider, in form satisfactory to the City, covering the payment of the costs of materials and labor for the Project.

Section 7.2. Property Insurance.

(a) The Company shall at its sole cost and expense obtain and shall maintain throughout the Lease Term, a policy or policies of insurance (including, if appropriate, builder's risk insurance) to keep the Project constantly insured against loss or damage by fire, lightning and all other risks covered by the extended coverage insurance endorsement then in use in the State of Missouri in an amount equal to the Full Insurable Value thereof (subject to reasonable loss deductible provisions). The insurance required pursuant to this Section shall be maintained with a generally recognized responsible insurance company or companies authorized to do business in the State of Missouri or generally recognized international insurers or reinsurers with an A.M. Best rating of B+ or the equivalent thereof or better as may be selected by the Company. All such policies of insurance pursuant to this Section, and all renewals thereof, shall name the Company as insured and the City and the Trustee shall be named as loss payees, as their respective interests may appear, and shall contain a provision that the issuer of such insurance will provide at least 10 days' advance written notice to, the Company of the cancellation of such insurance. Company agrees it shall immediately forward any notice of cancellation it receives from the issuer of such insurance to the City and Trustee. The Company shall provide the City and the Trustee, on an annual basis, commencing on December 1, 2024 with a Certificate of Insurance Compliance, in the form of **Exhibit D** attached hereto, certifying compliance with this Section and containing copies of the insurance policies required under this Section, or certificates thereof. The Trustee shall be entitled to conclusively rely upon such certificate as to the Company's compliance with the insurance requirements. The Trustee makes no representation as to, and shall have no responsibility for the sufficiency or adequacy of, the insurance.

(b) In the event of loss or damage to the Project, the Net Proceeds of property insurance carried pursuant to this Section shall be applied as provided in **Article IX** of this Lease, or as may be directed by, or on behalf of, the Owners of 100% in principal amount of the Bonds outstanding.

Section 7.3. Commercial General Liability Insurance.

(a) The Company shall at its sole cost and expense maintain or cause to be maintained at all times during the Lease Term general accident and commercial general liability insurance under which the City, the Company and the Trustee shall be named as additional insureds, properly protecting and indemnifying the City and the Trustee, in an amount not less than the limits of liability set by Section 537.610 of the Revised Statutes of Missouri (subject to loss deductible clauses not to exceed $50,000). The policies of said insurance shall contain a provision that the issuer of such insurance will provide at least 10 days' advance written notice to the Company of the cancellation of such insurance. The Company agrees it shall immediately forward any notice of cancellation it receives from the issuer of such insurance to the City and Trustee. The Company shall provide the City and the Trustee, on an annual basis, commencing on December 1, 2024 with a Certificate of Insurance Compliance, in the form

of **Exhibit D** attached hereto, certifying compliance with this Section and containing copies of the insurance policies required under this Section, or certificates thereof. The Trustee shall be entitled to conclusively rely upon such certificate as to the Company's compliance with the insurance requirements. The Trustee makes no representation as to, and shall have no responsibility for the sufficiency or adequacy of, the insurance.

(b) In the event of a public liability occurrence, and subject to the rights of Lender under and pursuant to the terms of the Mortgage (except that no right of the Lender under the Mortgage shall affect the right of the City or the Trustee to the protection and indemnification provided as additional insureds pursuant to subsection(a), above), the Net Proceeds of liability insurance carried pursuant to this Section shall be applied toward the extinguishment or satisfaction of the liability with respect to which such proceeds have been paid.

Section 7.4. Workers' Compensation. The Company agrees throughout the Lease Term to maintain or cause to be maintained the Workers' Compensation coverage required by the laws of the State of Missouri.

Section 7.5. Blanket Insurance Policies; Self-Insurance. The Company may satisfy any of the insurance requirements set forth in this Article by using blanket policies of insurance, provided each and all of the requirements and specifications of this Article respecting insurance are complied with. Nothing in this Lease shall be construed from prohibiting the Company from self-insuring provided the Company, or in combination with its parent corporation, has a net worth in excess of $200,000,000, as determined by generally accepted accounting principles.

ARTICLE VIII

ALTERATION OF THE PROJECT

Section 8.1. Additions, Modifications and Improvements to the Project. The Company shall have and is hereby given the right, at its sole cost and expense, to make such additions, modifications and improvements in and to any part of the Project as the Company from time to time may deem necessary or desirable for its business purposes. All additions, modifications and improvements made by the Company pursuant to the authority of this Section shall (a) be made in workmanlike manner and will comply in all material respects with all laws and ordinances applicable thereto, (b) when commenced, be prosecuted to completion with due diligence, and (c) when completed, be deemed a part of the Project; provided, however, that additions of machinery, equipment and other personal property installed on the Project Site by the Company not purchased or acquired from funds deposited with the Trustee hereunder and not constituting repairs, renewals or replacements of the Project shall remain the property of the Company and may be removed by the Company. Such property shall be subject to *ad valorem* taxes.

Section 8.2. Additional Improvements on the Project Site. The Company may, at its sole cost and expense, construct on portions of the Project Site not theretofore occupied by buildings or improvements such additional buildings and improvements as the Company from time to time may deem necessary or desirable for its business purposes. All additional buildings and improvements constructed on the Project Site by the Company, and not paid for with Bond proceeds, pursuant to the authority of this Section shall not be included as Project Improvements and, during the life of this Lease, shall remain the property of the Company and may be added to, altered or razed and removed by the Company at any time. All additional buildings and improvements shall be made in a good and workmanlike manner and

in strict compliance with all material laws, orders and ordinances applicable thereto and when commenced shall be prosecuted to completion with due diligence. The Company covenants and agrees (a) to make any repairs and restorations required to be made to the Project because of the construction of, addition to, alteration or removal of said additional buildings or improvements, and (b) to promptly and with due diligence either raze and remove or repair, replace or restore any of said additional buildings and improvements as may from time to time be damaged by fire or other casualty. The Company shall pay all ad valorem taxes and assessments payable with respect to such additional buildings and improvements which remain the property of the Company. If for any reason the County Assessor determines that such additional buildings and improvements are not subject to ad valorem taxes, the Company shall make payments in lieu of taxes in an amount equal to the taxes that would otherwise be due under this Section.

Section 8.3. Permits and Authorizations. The Company shall not do or permit others under its control to do any work on the Project related to any repair, rebuilding, restoration, replacement, modification or addition to the Project, or any part thereof, unless all requisite municipal and other governmental permits and authorizations shall have been first procured. All such work shall be done in a good and workmanlike manner and in material compliance with all applicable building, zoning and other laws, ordinances, governmental regulations. In the event of demonstrated noncompliance with such laws, ordinances, governmental regulations and requirements the Company will take all reasonable steps to comply with laws, ordinances, governmental regulations and requirements.

Section 8.4. Mechanics' Liens.

(a) The Company will not directly or indirectly create, incur, assume or suffer to exist any lien on or with respect to the Project, except Permitted Encumbrances, and the Company shall promptly notify the City of the imposition of such lien of which the Company is aware and shall promptly, at its own expense, take such action as may be necessary to fully discharge or release any such lien. Whenever and as often as any mechanics' or other similar lien is filed against the Project, or any part thereof, purporting to be for or on account of any labor done or materials or services furnished in connection with any work in or about the Project, the Company shall discharge the same of record within 90 days after the date of filing. Notice is hereby given that the City shall not be liable for any labor or materials furnished the Company or anyone claiming by, through or under the Company upon credit, and that no mechanics' or other similar lien for any such labor, services or materials shall attach to or affect the reversionary or other estate of the City in and to the Project or any part thereof.

(b) Notwithstanding paragraph (a) above, the Company may contest any such mechanics' or other similar lien if the Company (1) within said 90-day period stated above notifies the City and the Trustee in writing of its intention so to do, (2) diligently prosecutes such contest, (3) at all times effectively stays or prevents any official or judicial sale of the Project, or any part thereof or interest therein, under execution or otherwise, (4) promptly pays or otherwise satisfies any final judgment adjudging or enforcing such contested lien claim and (5) thereafter promptly procures record release or satisfaction thereof. The Company may permit the lien so contested to remain unpaid during the period of such contest and any appeal therefrom unless the Company is notified by the City that, in the opinion of counsel, by nonpayment of any such items, the interest of the City in the Project will be subject to loss or forfeiture. In that event, the Company shall promptly, at its own expense, take such action as may be reasonably necessary to duly discharge or remove any such mortgage, pledge, lien, charge, encumbrance or claim if the same shall arise at any time. The Company shall save and hold harmless the City from any loss, costs or expenses the City may incur related to any such contest. The Company shall reimburse the City for any expense incurred by it in connection with the imposition of any such lien or in order to

discharge or remove any such mortgage, pledge, lien, charge, encumbrance or claim. The City shall cooperate fully with the Company in any such contest.

ARTICLE IX

DAMAGE, DESTRUCTION AND CONDEMNATION

Section 9.1. Damage or Destruction.

(a) If the Project is damaged or destroyed by fire or any other casualty, whether or not covered by insurance, the Company, as promptly as practicable, shall either (i) make the determination described in subsection (f) below, or (ii) repair, restore, replace or rebuild the same as nearly as may be practicable to their condition and character immediately prior to such damage or destruction, and so that upon completion of such repairs, restoration, replacement or rebuilding the Project is of a value not less than the value thereof immediately before the occurrence of such damage or destruction or, at the Company's option, construct upon the Project Site new buildings and improvements thereafter together with all new machinery, equipment and fixtures which are either to be attached to or are to be used in connection with the operation or maintenance thereof, provided that (A) the value thereof shall not be less than the value of such destroyed or damaged Project Improvements immediately before the occurrence of such damage or destruction and (B) the nature of such new buildings, improvements, machinery, equipment and fixtures will not impair the character of the Project as an enterprise permitted by the Act.

If the Company elects to construct any such new buildings and improvements, for all purposes of this Lease, any reference to the words "Project Improvements" shall be deemed to also include any such new buildings and improvements and all additions thereto and all replacements and alterations thereof.

Unless the Company makes the determination described in subsection (f) below, the Net Proceeds of casualty insurance required by **Article VII** hereof received with respect to such damage or loss to the Project shall be used to pay the cost of repairing, restoring, replacing or rebuilding the Project or any part thereof. Insurance monies in an amount less than $1,000,000 may be paid to or retained by the Company to be held in trust and used as provided herein. Insurance monies in any amount of $1,000,000 or more shall be (i) paid to the Trustee and deposited in the Project Fund and shall be disbursed as provided in **Section 4.4** hereof to pay the cost of repairing, restoring, replacing or rebuilding the Project or any part thereof, or (ii) if determined by the Owners of 100% in principal amount of the Bonds Outstanding, applied as directed by, or on behalf of, such Owners of 100% in principal amount of the Bonds Outstanding. If the Company makes the determination described in subsection (f) below, the Net Proceeds shall be deposited with the Trustee and used to redeem Bonds as provided in subsection (f).

(b) Unless the Company makes the determination described in subsection (f) below, if any of the insurance monies paid by the insurance company as hereinabove provided remain after the completion of such repairs, restoration, replacement or rebuilding, and this Lease has not been terminated, the excess shall be deposited in the Bond Fund, subject to the rights of any Lender under the terms of the Mortgage. Completion of such repairs, restoration, replacement or rebuilding shall be evidenced by a certificate of completion in accordance with the provisions of **Section 4.5** hereof. If the Net Proceeds are insufficient to pay the entire cost of such repairs, restoration, replacement or rebuilding, the Company shall pay the deficiency.

(c) Except as otherwise provided in this Lease, in the event of any such damage by fire or any other casualty, the provisions of this Lease shall be unaffected and the Company shall remain and

continue liable for the payment of all Basic Rent and Additional Rent and all other charges required hereunder to be paid by the Company, as though no damage by fire or any other casualty has occurred.

(d) The City and the Company agree that they will cooperate with each other, to such extent as such other party may reasonably require, in connection with the prosecution or defense of any action or proceeding arising out of, or for the collection of any insurance monies that may be due in the event of, any loss or damage, and that they will execute and deliver to such other parties such instruments as may be required to facilitate the recovery of any insurance monies.

(e) The Company agrees to give prompt notice to the City and the Trustee with respect to all fires and any other casualties occurring in, on, at or about the Project Site which damages a material portion of the Project.

(f) If the Company determines that rebuilding, repairing, restoring or replacing the Project is not practicable or desirable, or if the Company does not have the right under any Mortgage to use any Net Proceeds for repair or restoration of the Project, any Net Proceeds of casualty insurance required by **Article VII** hereof received with respect to such damage or loss shall, after payment of all Additional Rent then due and payable, be paid into the Bond Fund and shall be used to redeem Bonds on the earliest practicable redemption date or to pay the principal of any Bonds as the same become due, all subject to rights of any Lender under a Mortgage (if any). The Company agrees to be reasonable in exercising its judgment pursuant to this subsection (f). Alternatively, if the Company is the sole owner of the Bonds and it has determined that rebuilding, repairing, restoring or replacing the Project is not practicable or desirable, it may tender Bonds to the Trustee for cancellation in a principal amount equal to the Net Proceeds of the casualty insurance, and retain such proceeds for its own account.

(g) The Company shall not, by reason of its inability to use all or any part of the Project during any period in which the Project is damaged or destroyed or is being repaired, rebuilt, restored or replaced, nor by reason of the payment of the costs of such rebuilding, repairing, restoring or replacing, be entitled to any reimbursement from the City, the Trustee or the Owners or to any abatement or diminution of the rentals payable by the Company under this Lease or of any other obligations of the Company under this Lease except as expressly provided in this Section.

Section 9.2. Condemnation.

(a) If during the Lease Term, title to, or the temporary use of, all or any part of the Project is condemned by or sold under threat of condemnation to any authority possessing the power of eminent domain, to such extent that the claim or loss resulting from such condemnation is greater than $1,000,000, the Company shall, within 90 days after the date of entry of a final order in any eminent domain proceedings granting condemnation or the date of sale under threat of condemnation, notify the City, the Trustee, and any Lender under a Mortgage (if any) in writing as to the nature and extent of such condemnation or loss of title and whether it is practicable and desirable to acquire or construct substitute improvements.

(b) If the Company determines that such substitution is practicable and desirable, the Company shall proceed promptly with and complete with reasonable dispatch the acquisition or construction of such substitute improvements, so as to place the Project in substantially the same condition as existed before the exercise of the said power of eminent domain, including the acquisition or construction of other improvements suitable for the Company's operations at the Project (which improvements will be deemed a part of the Project and available for use and occupancy by the Company

without the payment of any rent other than herein provided, to the same extent as if such other improvements were specifically described herein and demised hereby); provided, that such improvements will be acquired by the City subject to no liens, security interests or encumbrances before the lien and/or security interest afforded by the Indenture and this Lease other than Permitted Encumbrances. In such case, any Net Proceeds received from any award or awards with respect to the Project or any part thereof made in such condemnation or eminent domain proceedings, or of the sale proceeds, shall be applied in the same manner as provided in **Section 9.1** hereof (with respect to the receipt of casualty insurance proceeds).

(c) If the Company determines that it is not practicable or desirable to acquire or construct substitute improvements, any Net Proceeds of condemnation awards received by the Company shall, after payment of all Additional Rent then due and payable, be paid into the Bond Fund and shall be used to redeem Bonds on the earliest practicable redemption date or to pay the principal of any Bonds as the same becomes due and payable, provided that if the Company is the sole owner of the Bonds and it has determined that acquiring and constructing substitute improvements is not practicable or desirable, it may tender Bonds to the Trustee for cancellation in a principal amount equal to the Net Proceeds of the condemnation awards, and retain such proceeds for its own account, all subject to the rights of any Lender under a Mortgage (if any).

(d) The Company shall not, by reason of its inability to use all or any part of the Project during any such period of restoration or acquisition nor by reason of the payment of the costs of such restoration or acquisition, be entitled to any reimbursement from the City, the Trustee or the Owners or to any abatement or diminution of the rentals payable by the Company under this Lease nor of any other obligations hereunder except as expressly provided in this Section.

(e) The City shall cooperate fully with the Company in the handling and conduct of any prospective or pending condemnation proceedings with respect to the Project or any part thereof, and shall, to the extent it may lawfully do so, permit the Company to litigate in any such proceeding in the name and on behalf of the City. In no event will the City voluntarily settle or consent to the settlement of any prospective or pending condemnation proceedings with respect to the Project or any part thereof without the prior written consent of the Company and the Lender.

Section 9.3. Bondowner Approval. Notwithstanding anything to the contrary contained in this **Article IX**, and subject to the rights of the Lender, the proceeds of any insurance received subsequent to a casualty or of any condemnation proceedings (or threats thereof) may prior to the application thereof by the City or the Trustee be applied as directed by the Owners of 100% of the principal amount of Bonds Outstanding, subject and subordinate to (a) the terms and conditions of the Mortgage; (b) the rights of the City and the Trustee to be paid all their expenses (including attorneys' fees, trustee's fees and any extraordinary expenses of the City and the Trustee) incurred in the collection of such gross proceeds.

ARTICLE X

SPECIAL COVENANTS

Section 10.1. No Warranty of Condition or Suitability by the City; Exculpation and Indemnification. The City makes no warranty, either express or implied, as to the condition of the Project or that it will be suitable for the Company's purposes or needs. The Company releases the City

and the Trustee from, agrees that the City and the Trustee shall not be liable for and agrees to hold the City and the Trustee harmless against, any loss or damage to property or any injury to or death of any Person that may be occasioned by any cause whatsoever pertaining to the Project or the Company's use thereof, unless such loss is the result of the City's or the Trustee's gross negligence or willful misconduct. This provision shall survive termination of this Lease.

Section 10.2. Surrender of Possession. Upon accrual of the City's right of re-entry to the extent provided in **Section 12.2(b)** hereof, the Company shall peacefully surrender possession of the Project to the City in good condition and repair, ordinary wear and tear excepted; provided, however, the Company may within 90 days (or such later date as the City may agree to) after the termination of this Lease remove from the Project Site any buildings, improvements, furniture, trade fixtures, machinery and equipment owned by the Company and not constituting part of the Project. All repairs to and restorations of the Project required to be made because of such removal shall be made by and at the sole cost and expense of the Company, and during said 90-day (or extended) period the Company shall bear the sole responsibility for and bear the sole risk of loss for said buildings, improvements, furniture, trade fixtures, machinery and equipment owned by the Company and not constituting part of the Project. All buildings, improvements, furniture, trade fixtures, machinery and equipment owned by the Company and which are not so removed from the Project before the expiration of said period shall be the separate and absolute property of the City.

Section 10.3. City's Right of Access to the Project. The Company agrees that the City and the Trustee and their duly authorized agents shall have the right at reasonable times during business hours, subject to 24 hours' advance written notice and the Company's usual safety and security requirements (and provided that no such access need be granted with respect to an occupied residential unit), to enter upon the Project Site (a) to examine and inspect the Project without interference or prejudice to the Company's operations, (b) as may be reasonably necessary to cause to be completed the purchase and installation provided for in **Section 4.2** hereof, (c) performing such work in and about the Project Site made necessary by reason of the Company's default under any of the provisions of this Lease, and (d) exhibiting the Project to prospective purchasers, lessees or trustees subsequent to an Event of Default.

Section 10.4. Granting of Easements; Mortgages and Financing Arrangements.

(a) Subject to **Sections 10.4(b)** and **(c)**, if no Event of Default under this Lease has happened and is continuing, the Company may at any time or times (i) grant subleases (as permitted in **Section 13.1(b)** hereof), easements, licenses, rights-of-way (including the dedication of public highways) and other rights or privileges in the nature of easements that are for the direct use of the Project, or part thereof, by the grantee, (ii) release or terminate existing subleases, easements, licenses, rights-of-way and other rights or privileges, all with or without consideration and upon such terms and conditions as the Company shall determine, or (iii) incur Permitted Encumbrances. The Company may take such actions and may execute any applicable documents in the Company's own name. No separate signature of or authorization from the City shall be required for the execution and delivery of any such document, although the City agrees to execute and deliver such confirming documents as are described below, under the procedures described below, if the Company chooses to make such a request. All third parties entering into agreements with the Company or receiving delivery of or the benefit of such agreements or documents shall be entitled to rely upon the same as having been executed and delivered by the City, unless such third party has actual or constructive notice, expressly in writing, that the agency herein granted by the City to the Company has been terminated by the City because of an uncured Event of Default hereunder. The City agrees that it will execute and deliver and will cause and direct the Trustee to execute and deliver any instrument necessary or appropriate to confirm and grant, release or terminate

any such sublease, easement, license, right-of-way or other right or privilege or any such agreement or other arrangement, upon receipt by the City and the Trustee of: (i) a copy of the instrument of grant, release or termination or of the agreement or other arrangement, (ii) a written application signed by an Authorized Company Representative requesting such instrument, and (iii) a certificate executed by an Authorized Company Representative stating that such grant or release is not detrimental to the proper conduct of the business of the Company, will not impair the effective use or interfere with the efficient and economical operation of the Project, will not materially adversely affect the security intended to be given by or under the Indenture and will be a Permitted Encumbrance. If no Event of Default has happened and is continuing beyond any applicable grace period, any payments or other consideration received by the Company for any such grant or with respect to or under any such agreement or other arrangement shall be and remain the property of the Company; but, subject to **Sections 10.4(b)** and **(c)**, upon (i) termination of this Lease for any reason other than the redemption of the Bonds and/or the purchase of the Project by the Company or (ii) the occurrence and continuance of an Event of Default by the Company, all rights then existing of the Company with respect to or under such grant shall inure to the benefit of and be exercisable by the City and the Trustee.

(b) The City acknowledges and agrees that the Company may finance and refinance its rights and interests in the Project, this Lease, and the leasehold estate created hereby with prior notice to but without the consent of the City, provided and upon condition that a duplicate original or certified copy or photostatic copy of each Mortgage, and the note or other obligation secured thereby, is delivered to the City within thirty (30) days after the execution thereof. The Company may mortgage the fee estate held by the City with the consent of the City, not to be unreasonably withheld, conditioned, or delayed. In either case, in connection therewith, the Company shall have the right to assign this Lease, the leasehold estate, any sublease, and any rights in connection therewith, and/or grant liens or security interests therein, to any Lender. Any further sublease or assignment by any Lender shall be subject to the provisions of **Section 13.1(c)**.

(c) With respect to a future Mortgage, upon notice by the Company to the City in writing that it has executed a Mortgage under which it has granted rights in this Lease to a Lender which includes the name and address of such Lender, the following provisions shall apply in respect of each such Lender:

(1) there shall be no merger of this Lease or of the leasehold estate created hereby with the fee title to the Project, notwithstanding that this Lease or said leasehold estate and said fee title shall be owned by the same Person or Persons, without the prior written consent of such Lender;

(2) the City shall serve upon each such Lender (at the address, if any, provided to the City) a copy of each notice of the occurrence of an Event of Default and each notice of termination given to the Company under this Lease, at the same time as such notice is served upon the Company. No such notice to the Company shall be effective unless a copy thereof is thus served upon each Lender (at the address, if any, provided to the City);

(3) each Lender shall have the same period of time which the Company has, after the service of any required notice upon it, within which to remedy or cause to be remedied any payment default under this Lease which is the basis of the notice plus thirty (30) days, and the City shall accept performance by such Lender as timely performance by the Company;

(4) the City may exercise any of its rights or remedies with respect to any other Event of Default by the Company, subject to the rights of each Lender under this **Section 10.4(c)** as to such other events of default. Without limiting the generality of the foregoing, any Lender

holding a Mortgage of the fee simple interest or leasehold interest in the Project may cause the sale of the fee simple interest or any leasehold interest of the Company, as applicable, to be sold at foreclosure sale conducted in accordance with applicable law and the terms of the Mortgage, may accept assignment of this Lease in lieu of foreclosure and may appoint a receiver for the Project, all without obtaining the prior written consent of the City (provided that the City's right to exercise remedies under this Lease against any successor in interest shall not be reduced by virtue of such transfer);

(5) upon the occurrence and continuance of an Event of Default by the Company under this Lease, other than a default in the payment of money, the City shall take no action to effect a termination of this Lease by service of a notice or otherwise, without first giving notice thereof to each such Lender and permitting such Lender (or its designee, nominee, assignee, or transferee) a reasonable time within which to remedy such default in the case of an Event of Default which is susceptible of being cured (provided that the period to remedy such event of default shall continue beyond any period set forth in the Lease to effect said cure so long as the Lender (or its designee, nominee, assignee, or transferee) is diligently prosecuting such cure); provided that the Lender (or its designee, nominee, assignee, or transferee) shall pay or cause to be paid to the City and the Trustee all expenses, including reasonable counsel fees, court costs and disbursements incurred by the City or the Trustee in connection with any such default;

(6) such Lenders (and their designees, nominees, assignees, or transferees) shall have the right to enter, possess and use the Project at such reasonable times and manner as are necessary or desirable to effectuate the remedies and enforce their respective rights under the Mortgage(s); and

(7) Any notice sent by the Company to the City and the Trustee pursuant to any provision of this Lease shall also be sent to the Lender.

(d) In connection with the execution of one or more Mortgages, upon the request of the Company, the City agrees to execute such documents as shall be reasonably requested by a Lender and which are usual and customary in connection with the closing of the financing or refinancing pursuant to the Mortgage, provided that the City shall not be required to undertake any duties or payment obligations under such documents and shall make only such representations as it deems appropriate in its sole discretion. The Company agrees to reimburse the City for any and all costs and expenses incurred by the City pursuant to this Section, including reasonable attorneys' fees and expenses, in complying with such request.

(e) Notwithstanding anything contained to the contrary in this Lease, (a) the Company shall have the right to assign this Lease and any subleases to a Lender or to the designee or nominee of a Lender, without the consent of the City, and (b) if a Lender or its designee or nominee shall acquire ownership of the leasehold estate, either following foreclosure of the applicable Mortgage or in liquidation of the indebtedness and in lieu of foreclosure thereof, said Lender or its designee or nominee shall have the further right to further assign this Lease and any subleases and any purchase money mortgage accepted in connection therewith, without the consent of the City and such assignee shall enjoy all rights, powers and privileges granted herein to said Lender; provided, however, that such Lender or its assignee or nominee, or their assignee or nominee, shall assume in writing all rights, duties and obligations of the Company under this Lease and the Performance Agreement.

(f) During the term of any Mortgage, the following provisions shall apply:

(i) this Lease may not be modified, amended, canceled or surrendered by agreement between the City and the Company, without the prior written consent of the applicable Lender;

(ii) if this Lease shall terminate prior to the expiration of the Lease Term, the City shall enter into a new lease for the Project with the applicable Lender or its designee or nominee, for the remainder of the Lease Term, effective as of the date of such termination, at the same rent and upon the same terms, covenants and conditions contained herein, except that such new lease shall not guarantee possession of the Project to the new tenant as against the Company and/or anyone claiming under the Company, and the City, simultaneously with the execution and delivery of such new lease, shall turn over to the new tenant all monies, if any, then held by the City under the Lease on behalf of the Company, on condition that:

(A) The applicable Lender shall make written request for such new lease within thirty (30) days after the date of such termination, and

(B) on the commencement date of the term of the new lease, the applicable Lender shall cure all defaults of the Company under the Lease (susceptible of being cured by such Lender) which remain uncured on that date, and shall pay or cause to be paid all unpaid sums which at such time would have been payable under this Lease but for such termination, and shall pay or cause to be paid to the City on that date all fees, costs, charges and expenses, including, without limitation, reasonable counsel fees, court costs and disbursements, incurred by the City or the Trustee in connection with any such default and termination as well as in connection with the execution and delivery of such new lease;

(iii) if a Lender or its designee or nominee shall become the owner of this Lease either following foreclosure of a Mortgage or in liquidation of the indebtedness and in lieu of foreclosure thereof and said Lender or its designee or nominee shall have assigned this Lease, said Lender or its designee or nominee so assigning shall be released from all liability accruing from and after the date of such assignment.

(g) The City agrees that any requested consent or signature of the City to any Mortgage under this Section (including any related document, including but not limited to documents subordinating the City's fee interest in the Project Site or any portion thereof to a Mortgage) may be given by the City Manager, in his or her discretion, without further approval of the City Council. The City agrees that if a Mortgage on the fee interest in the Project Site is granted that this Lease shall be subject to, and subordinate to, any such Mortgage and that the Lender will not be required to grant any rights of nondisturbance with respect to this Lease.

Section 10.5. Indemnification of City and Trustee. The Company shall indemnify and save and hold harmless the City and the Trustee and their governing body members, officers, agents and employees (collectively, the "Indemnified Parties") from and against all claims, demands, costs, liabilities, damages or expenses, including attorneys' fees, by or on behalf of any person, firm or corporation arising from the issuance of the Bonds and the execution of this Lease, the Indenture or any other documents entered into in connection with the Bonds and from the conduct or management of, or from any work or thing done in or on the Project during the Lease Term, and against and from all claims, demands, costs, liabilities, damages or expenses, including attorneys' fees, arising during the Lease Term from (a) any condition of the Project, (b) any breach or default on the part of the Company in the performance of any of its obligations under this Lease or any related document, (c) any contract entered into by the Company in connection with the purchase, construction, extension or improvement of the

Project (including any failure to comply with Section 107.170 of the Missouri Revised Statutes, as amended, with respect to such contract), (d) any act of negligence of the Company or of any of its agents, contractors, servants, employees or licensees, (e) unless the Company has been released from liability pursuant to **Section 13.1(c)**, any act of negligence of any assignee or sublessee of the Company, or of any agents, contractors, servants, employees or licensees of any assignee or sublessee of the Company, (f) obtaining any applicable state and local sales and use tax exemptions for materials or goods that become part of the Project, and (g) any claim relating to the presence on, escape or removal from the Project during the term of the Lease of any hazardous substance or other material regulated by any applicable Environmental Law, or compliance with any applicable Environmental Law, whether such claim arises before, during or after the term of this Lease, including claims relating to personal injury or damage to property; provided, however, the indemnification contained in this **Section 10.5** shall not (i) extend to the City if such claims, demands, costs, liabilities, damages or expenses, including attorneys' fees, are the result of work being performed at the Project by employees of the City or the result of negligence or willful misconduct by the City (unless relating to a failure to comply with Section 107.170 of the Missouri Revised Statutes, as amended), or (ii) extend to the Trustee if such claims, demands, costs, liabilities, damages or expenses, including attorneys' fees, are the result of the negligence or willful misconduct of the Trustee or (iii) the performance or failure to perform by the City or the Trustee of its obligations under this Lease, the Performance Agreement, or any related documents. Upon notice from the City or the Trustee, the Company shall defend them or either of them in any such action or proceeding. This **Section 10.5** shall survive any termination of this Lease or the satisfaction and discharge of the Indenture.

In case any action shall be brought against one or more of the Indemnified Parties based upon the foregoing indemnification and in respect of which indemnity may be sought against the Company, the Indemnified Parties shall promptly notify the Company in writing and the Company shall promptly assume the defense thereof, including the employment of counsel, the payment of all reasonable expenses and the right to negotiate and consent to settlement. If the Company shall have wrongfully failed to assume the defense of such action, the reasonable fees and expenses of counsel retained by the Indemnified Party shall be paid by the Company. If any of the Indemnified Parties is advised by counsel retained by the Company to defend such action that there may be legal defenses available to it which are adverse to or in conflict with those available to the Company or any other Indemnified Party, and that the defense of such Indemnified Party should be handled by separate counsel, the Company shall not have the right to assume the defense of such Indemnified Party, but shall be responsible for the reasonable fees and expenses of counsel retained by such Indemnified Party in assuming its own defense, provided, such counsel shall be acceptable to the Company. Any one or more of the Indemnified Parties shall have the right to employ separate counsel in any such action and to participate in the defense thereof, but the fees and expenses of such counsel shall be at the expense of such Indemnified Party or Indemnified Parties unless employment of such counsel has been specifically authorized by the Company. The Company shall not be liable for any settlement of any such action effected without its consent by any of the Indemnified Parties, but if settled with the consent of the Company or if there be a final judgment for the plaintiff in any such action against the Company or any of the Indemnified Parties, with or without the consent of the Company, the provided that the Company was given prompt written notice and the ability to assume the defense thereof as required by this paragraph, the Company agrees to indemnify and hold harmless the Indemnified Parties to the extent provided herein.

Section 10.6. Depreciation, Investment Tax Credit and Other Tax Benefits. The City agrees that any depreciation, investment tax credit or any other tax benefits with respect to the Project or any part thereof shall be made available to the Company, and the City will fully cooperate with the Company in any effort by the Company to avail itself of any such depreciation, investment tax credit or other tax benefits.

Section 10.7. Company to Maintain its Corporate Existence. The Company agrees that until the Bonds are paid or payment is provided for in accordance with the terms of the Indenture, it will maintain its corporate existence, and will not dissolve or otherwise dispose of all or substantially all of its assets; provided, however, that the Company may, without violating the agreement contained in this Section, consolidate with or merge into another domestic corporation (i.e., a corporation incorporated and existing under the laws of one of the states of the United States) or permit one or more other domestic corporations to consolidate with or merge into it, or may sell or otherwise transfer to another domestic corporation all or substantially all of its assets as an entirety and thereafter dissolve, provided, the surviving, resulting or transferee corporation either (A) becomes, in connection with the consolidation, merger or sale of assets becomes the Owner of 100% in principal amount of the Bonds outstanding and expressly assumes in writing all of the obligations of the Company contained in this Lease and the Performance Agreement, or (B) if not the Owner of 100% in principal amount of the Bonds outstanding, expressly assumes in writing all the obligations of the Company contained in this Lease; and, further provided, that if not the Owner of 100% in principal amount of the Bonds outstanding, the surviving, resulting or transferee corporation, as the case may be, has a consolidated net worth (after giving effect to said consolidation, merger or transfer) at least (i) equal to or greater than that of the Company immediately prior to said consolidation, merger or transfer, or (ii) $100,000,000. The term "net worth," as used in this Section, shall mean the difference obtained by subtracting total liabilities (not including as a liability any capital or surplus item) from total assets of the Company and all of its subsidiaries. In any such consolidation, merger or transfer the Company shall comply with the provisions of **Section 13** hereof to the extent applicable.

Section 10.8. Security Interests. At the written request of the Owner of the Bonds, the City and the Company agree to enter into all instruments (including financing statements and statements of continuation) necessary for perfection of and continuance of the perfection of the security interests of the City and the Trustee in the Project. Upon the written instructions of the Owner of the Bonds, the Trustee, at the Company's expense, shall file all instruments the Owner of the Bonds shall deem necessary to be filed and shall continue or cause to be continued the liens of such instruments for so long as the Bonds shall be Outstanding. The City and the Company shall cooperate with the Trustee in this regard by executing such continuation statements and providing such information as the Trustee may require to renew such liens.

Section 10.9. Release of Portions of the Project under Specific Circumstances.

(a) In addition to the automatic release of completed and accepted Public Improvements under **Section 4.7** of this Lease, upon completion of any Public Improvements, such Public Improvements and the portion(s) of the Project Site, if any, on which such Public Improvements are located may be, by agreement of the Company and the City, released from this Lease, the Indenture and the other documents relating to the Bonds, including by execution of documents described in **Section 11.2** sufficient to convey such property to the Company for purposes of dedication to the City.

(b) Any property (including any Public Improvements located thereon) released from this Lease pursuant to subsection (a) above, shall no longer constitute a part of the Project Improvements, the Project Site or the Project from and after such release.

ARTICLE XI

OPTION AND OBLIGATION TO PURCHASE THE PROJECT

Section 11.1. Option to Purchase the Project. The Company shall have, and is hereby granted, the option to purchase the Project at any time, upon payment in full of all Bonds then outstanding or provision for their payment having been made pursuant to **Article XIII** of the Indenture. To exercise such option the Company shall give written notice to the City and to the Trustee, and shall specify therein the date of closing such purchase, which date shall be not less than 15 nor more than 90 days from the date such notice is mailed unless otherwise agreed by the Company, the City and the Trustee, and in case of a redemption of the Bonds in accordance with the provisions of the Indenture, the Company shall make arrangements satisfactory to the Trustee for the giving of the required notice of redemption. Notwithstanding the forgoing, if the City or the Trustee provides notice of its intent to exercise its remedies hereunder (a "Remedies Notice"), the Company shall be deemed to have exercised its repurchase option under this Section on the 29th day following the issuance of the Remedies Notice without any further action by the Company; provided said notice has not been rescinded by such date (such option to take place on the 29th day following the issuance of the Remedies Notice). The Company may rescind such exercise by providing written notice to the City and the Trustee on or prior to the 29th day following the issuance of the Remedies Notice and by taking such action as may be required to cure the default that led to the giving of the Remedies Notice. The purchase price payable by the Company in the event of its exercise of the option granted in this Section shall be the sum of the following:

(a) an amount of money which, when added to the amount then on deposit in the Bond Fund, will be sufficient to redeem all the then outstanding Bonds on the earliest redemption date next succeeding the closing date, including, without limitation, principal and interest to accrue to said redemption date and redemption expense; plus

(b) an amount of money equal to the Trustee's agreed to and reasonable fees, charges and expenses under the Indenture accrued and to accrue until such redemption of the Bonds; plus

(c) an amount of money equal to all payments due and payable pursuant to the Performance Agreement through the end of the calendar year in which the date of purchase occurs; plus

(d) the sum of $100.00.

At its option, to be exercised at least 5 days prior to the date of closing such purchase, the Company may deliver to the Trustee for cancellation Bonds not previously paid, and the Company shall receive a credit against the purchase price payable by the Company in an amount equal to 100% of the principal amount of the Bonds so delivered for cancellation, plus the accrued interest thereon.

Section 11.2. Conveyance of the Project. At the closing of the purchase of the Project pursuant to this Article, the City will upon receipt of the purchase price deliver to the Company the following:

(a) If the Indenture shall not at the time have been satisfied in full, a release from the Trustee of the Project from the lien and/or security interest of the Indenture and this Lease and appropriate termination of financing statements as required under the Uniform Commercial Code; and

(b) Documents, including without limitation a deed as to the Project Site, conveying to the Company legal title to the Project, as it then exists, in recordable form, subject to the following: (i) those liens and encumbrances, if any, to which title to the Project was subject when conveyed to the City; (ii) those liens and encumbrances created by the Company or to the creation or suffering of which the Company consented; (iii) those liens and encumbrances resulting from the failure of the Company to perform or observe any of the agreements on its part contained in this Lease; (iv) Permitted Encumbrances other than the Indenture and this Lease; and (v) if the Project or any part thereof is being condemned, the rights and title of any condemning authority.

Section 11.3. Relative Position of Option and Indenture. The options and obligation to purchase the Project granted to the Company in this Article shall be and remain prior and superior to the Indenture and may be exercised whether or not the Company is in default under this Lease, provided that such default will not result in nonfulfillment of any condition to the exercise of any such option and further provided that all options herein granted shall terminate upon the termination of this Lease.

Section 11.4. Obligation to Purchase the Project. As additional consideration for the Company's use of the Project, the Company hereby agrees to purchase, and the City hereby agrees to sell, the Project upon the occurrence of (a) the expiration of the Lease Term following full payment of the Bonds or provision for payment thereof having been made in accordance with the provisions of the Indenture, and (b) the final payment due under the Performance Agreement. The amount of the purchase price under this Section shall be $100 plus an amount sufficient to redeem all the then Outstanding Bonds, plus accrued interest and the reasonable fees and expenses of the City and the Trustee.

ARTICLE XII

DEFAULTS AND REMEDIES

Section 12.1. Events of Default. If any one or more of the following events shall occur and be continuing, it is hereby defined as and declared to be and to constitute an "Event of Default" or "default" under this Lease:

(a) Default in the due and punctual payment of Basic Rent for a period of 5 days following written notice to the Company by the City or the Trustee; or

(b) Default in the due and punctual payment of Additional Rent for a period of 30 days following written notice to the Company by the City or the Trustee; or

(c) Default in the due observance or performance of any other covenant, agreement, obligation or provision of this Lease on the Company's part to be observed or performed, and such default shall continue for 60 days after the City or the Trustee has given the Company written notice specifying such default (or such longer period as shall be reasonably required to cure such default; provided that (1) the Company has commenced such cure within said 60 day period, and (2) the Company diligently prosecutes such cure to completion); or

(d) The Company: (1) admits in writing its inability to pay its debts as they become due; or (2) files a petition in bankruptcy or for reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under the Bankruptcy Code as now or in the future amended or any other similar present or future federal or state statute or regulation, or files a pleading asking for such relief; or (3) make an assignment for the benefit of creditors; or (4)

consents to the appointment of a trustee, receiver or liquidator for all or a major portion of its property or fails to have the appointment of any trustee, receiver or liquidator made without the Company's consent or acquiescence, vacated or set aside; or (5) is finally adjudicated as bankrupt or insolvent under any federal or state law; or (6) is subject to any proceeding, or suffers the entry of a final and non-appealable court order, under any federal or state law appointing a trustee, receiver or liquidator for all or a major part of its property or ordering the winding-up or liquidation of its affairs, or approving a petition filed against it under the Bankruptcy Code, as now or in the future amended, which order or proceeding, if not consented to by it, is not dismissed, vacated, denied, set aside or stayed within 90 days after the day of entry or commencement; or (7) suffers a writ or warrant of attachment or any similar process to be issued by any court against all or any substantial portion of its property, and such writ or warrant of attachment or any similar process is not contested, stayed, or is not released within 60 days after the final entry, or levy or after any contest is finally adjudicated or any stay is vacated or set aside; or

(e) the Company vacates, abandons, ceases operations, fails to occupy or is ejected from the Project Site or any material portion thereof, and the same remains uncared for or abandoned for a period of 180 days; or

(f) The occurrence and continuance of an "Event of Default" by the Company under the Performance Agreement following any applicable notice and grace period provided therein.

Section 12.2. Remedies on Default. If any Event of Default referred to in **Section 12.1** hereof has occurred and continues beyond the period provided to cure, then the City may at the City's election (subject, however, to any restrictions against acceleration of the maturity of the Bonds or termination of this Lease in the Indenture), then or at any time thereafter, and while such default continues, take any one or more of the following actions:

(a) cause all amounts payable with respect to the Bonds for the remainder of the term of this Lease to become due and payable after giving ten (10) days prior written notice thereof to the Company, as provided in the Indenture; or

(b) give the Company written notice of the City's intention to terminate this Lease on a date specified therein, which date shall not be earlier than 30 days after such notice is given, and if all defaults have not then been cured, on the date so specified, the Owners shall tender or be deemed to have tendered the outstanding principal amount of the Bonds for cancellation with instruction that such tender is in lieu of payment in accordance with **Section 11.1** hereof and this Lease shall thereupon be terminated, and the City will promptly convey the Project in accordance with **Section 11.2** hereof.

Section 12.3. Survival of Obligations. The Company covenants and agrees with the City and Owners that those of its obligations under this Lease which by their nature require performance after the end of the term of this Lease, or which are expressly stated herein as intended to survive expiration or termination of this Lease, shall survive the cancellation and termination of this Lease, for any cause.

Section 12.4. Performance of the Company's Obligations by the City. If an Event of Default occurs as a result of any failure by the Company, then the City, or the Trustee in the City's name, may (but shall not be obligated so to do) upon the continuance of such failure on the Company's part for 30 days after written notice of such failure is given to the Company by the City or the Trustee, and without waiving or releasing the Company from any obligation hereunder, as an additional but not

exclusive remedy, make any such payment or perform any such obligation, and all reasonable sums so paid by the City or the Trustee and all necessary incidental reasonable costs and expenses incurred by the City or the Trustee (including, without limitation, attorneys' fees and expenses incurred by the City or the Trustee) in performing such obligations shall be deemed Additional Rent and shall be paid to the City or the Trustee on demand, and if not so paid by the Company, the City or the Trustee shall have the same rights and remedies provided for in **Section 12.2** hereof in the case of default by the Company in the payment of Basic Rent.

Section 12.5. Rights and Remedies Cumulative. The rights and remedies reserved by the Trustee, the City and the Company hereunder and those provided by law shall be construed as cumulative and continuing rights. No one of them shall be exhausted by the exercise thereof on one or more occasions. The Trustee, the City and the Company shall each be entitled to specific performance and injunctive or other equitable relief for any breach or threatened breach of any of the provisions of this Lease, notwithstanding availability of an adequate remedy at law, and each party hereby waives the right to raise such defense in any proceeding in equity.

Section 12.6. Waiver of Breach. No waiver of any breach of any covenant or agreement herein contained shall operate as a waiver of any subsequent breach of the same covenant or agreement or as a waiver of any breach of any other covenant or agreement, and in case of a breach by the Company of any covenant, agreement or undertaking by the Company, the Trustee or the City may nevertheless accept from the Company any payment or payments hereunder without in any way waiving the Trustee or the City's right to exercise any of its rights and remedies provided for herein with respect to any such breach or breaches of the Company which were in existence at the time such payment or payments were accepted by the Trustee or the City.

Section 12.7. Trustee's Exercise of the City's Remedies. Whenever any Event of Default shall have occurred and be continuing, the Trustee may, but except as otherwise provided in the Indenture shall not be obliged to, exercise any or all of the rights of the City under this Article, upon notice as required of the City unless the City has already given the required notice. In addition, the Trustee shall have available to it all of the remedies prescribed by the Indenture.

ARTICLE XIII

ASSIGNMENT AND SUBLEASE

Section 13.1. Assignment; Sublease.

(a) The Company may assign, transfer, encumber or dispose of this Lease or any interest therein or part thereof for any lawful purpose under the Act. With respect to any assignment, the Company shall comply with the following conditions:

(1) Such assignment shall be in writing, duly executed and acknowledged by the assignor and in proper form for recording;

(2) Such assignment shall include the entire then unexpired term of this Lease; and

(3) A duplicate original of such assignment shall be delivered to the City and the Trustee within 10 days after the execution thereof, together with an assumption agreement, duly executed and acknowledged by the assignee in proper form for recording, by which the assignee

shall assume all of the terms, covenants and conditions of this Lease on the part of the Company to be performed and observed.

(b) The Company shall have the right to sublet all or any part of the Project to a single entity for any lawful purpose under the Act. The Company shall, within 10 days after the delivery thereof, furnish or cause to be furnished to the City and the Trustee a true and correct copy of each such sublease. Any sublease may provide, at the Company's option, that the City's consent shall not be required in respect of any further subletting thereunder if such further subletting is for a similar purpose as the original sublease and is for a purpose permissible under the Act. Notwithstanding the foregoing, the Company may, in the ordinary course of its business, and without the prior approval of, or notice to, the City, enter into leases or subleases with one or more persons or entities for the various parcels or units within the Project to be used for residential purposes or other uses commonly associated with an apartment complex. Nothing in this Lease shall allow the City to disturb the rights of a sublessee to use the Project under the terms and conditions as set forth in such sublessee's sublease with the Company, provided that this sentence shall not limit any remedy that the City may seek to impose on the Company in case of an Event of Default including but not limited to termination of this Lease.

(c) Notwithstanding the foregoing, the right of the Company to assign or sublease (excluding residential subleases as contemplated in subsection (b) hereof) any interests in this Lease without the prior written consent of the City shall only apply to assignments made (A) to any entity whose long-term debt, or the long-term debt of an entity controlled by, under common control with or controlling such entity has at least a rating in any of the top three long term debt rating categories by any nationally recognized rating agency; (B) so long as the Company shall remain secondarily liable, to any such entity; or (C) to an entity controlled by or under common control with or controlling the Company, so long as such entity has a net worth of at least $5,000,000 at the time of such assignment or sublease. For any proposed assignment or transfer, other than those specifically set forth in this Lease, the Company may assign or transfer any interests in this Lease to any entity or person with the City's prior written consent, and such consent shall not be unreasonably withheld, conditioned or delayed. The City shall have the right to grant or withhold its consent to such proposed assignment or transfer in its reasonable discretion after inquiry and the delivery of information by the Company to the City as to whether the proposed assignee or transferee has sufficient financial wherewithal and experience to complete the Project according to the terms of this Lease, the Performance Agreement or any other agreement related to the issuance of the Bonds. If and to the extent that the Company and/or the proposed assignee reasonably demonstrates to the City that the proposed assignee has sufficient experience and a net worth sufficient to complete the Project, then it shall not be deemed "reasonable" for the City to withhold its consent to such proposed assignment or sublease. Any assignee of all the rights of the Company shall agree to be bound by the terms of this Lease and any other documents related to the issuance of the Bonds. Upon such assignment of all the rights of the Company and agreement by the assignee to be bound by the terms of this Lease and any other documents related to the Bonds, the Company shall be released from and have no further obligations under this Lease or any agreement related to the issuance of the Bonds.

Section 13.2. Assignment of Revenues by City. The City shall assign and pledge any rents, revenues and receipts receivable under this Lease, to the Trustee pursuant to the Indenture as security for payment of the principal of, interest and premium, if any, on the Bonds and the Company hereby consents to such pledge and assignment. The City and the Company recognize that the Trustee is a third party creditor beneficiary of this Lease.

Section 13.3. Prohibition Against Fee Mortgage of Project. Except as otherwise set forth in **Section 10.4**, the City shall not mortgage its fee interest in the Project, but may assign its interest in and

pledge any moneys receivable under this Lease to the Trustee pursuant to the Indenture as security for payment of the principal of and interest on the Bonds.

Section 13.4. Restrictions on Sale or Encumbrance of Project by City. During this Lease Term, the City agrees that, except to secure the Bonds to be issued pursuant to the Indenture, it will not sell, assign, encumber, transfer or convey the Project or any interest therein, but may assign its interest in and pledge any moneys receivable under this Lease to the Trustee pursuant to the Indenture as security for payment of the principal of and interest on the Bonds.

ARTICLE XIV

AMENDMENTS, CHANGES AND MODIFICATIONS

Section 14.1. Amendments, Changes and Modifications. Except as otherwise provided in this Lease or in the Indenture, subsequent to the issuance of Bonds and prior to the payment in full of the Bonds (or provision for the payment thereof having been made in accordance with the provisions of the Indenture), this Lease may not be effectively amended, changed, modified, altered or terminated without the prior written consent of the Trustee, given in accordance with the provisions of the Indenture.

ARTICLE XV

MISCELLANEOUS PROVISIONS

Section 15.1. Notices. All notices, certificates or other communications required or desired to be given hereunder shall be in writing and shall be governed by **Section 1403** of the Indenture.

Section 15.2. City Shall Not Unreasonably Withhold Consents and Approvals. Wherever in this Lease it is provided that the City shall, may or must give its approval or consent, or execute supplemental agreements or schedules, the City shall not unreasonably, arbitrarily or unnecessarily withhold or refuse to give such approvals or consents or refuse to execute such supplemental agreements or schedules; provided, however, that nothing in this Lease shall be interpreted to affect the City's rights to approve or deny any additional project or matter unrelated to the Project subject to zoning, building permit or other regulatory approvals by the City.

Section 15.3. Net Lease. The parties hereto agree (a) that this Lease shall be deemed and construed to be a net lease, (b) that the payments of Basic Rent are designed to provide the City and the Trustee funds adequate in amount to pay all principal of and interest accruing on the Bonds as the same become due and payable, (c) that to the extent that the payments of Basic Rent are not sufficient to provide the City and the Trustee with funds sufficient for the purposes aforesaid, the Company shall be obligated to pay, and it does hereby covenant and agree to pay, upon demand therefor, as Additional Rent, such further sums of money, in cash, as may from time to time be required for such purposes, and (d) that if after the principal of and interest on the Bonds and all costs incident to the payment of the Bonds (including the fees and expenses of the City and the Trustee) have been paid in full the Trustee or the City holds unexpended funds received in accordance with the terms hereof such unexpended funds shall, after payment therefrom of all sums then due and owing by the Company under the terms of this Lease, and except as otherwise provided in this Lease and the Indenture, become the absolute property of and be paid over forthwith to the Company.

Section 15.4. Limitation on Liability of City. No provision, covenant or agreement contained in this Lease, the Indenture or the Bonds, or any obligation herein or therein imposed upon the City, or the breach thereof, shall constitute or give rise to or impose upon the City a pecuniary liability or a charge upon the general credit or taxing powers of the City or the State of Missouri.

Section 15.5. Governing Law. This Lease shall be construed in accordance with and governed by the laws of the State of Missouri.

Section 15.6. Binding Effect. This Lease shall be binding upon and shall inure to the benefit of the City and the Company and their respective successors and assigns.

Section 15.7. Severability. If for any reason any provision of this Lease shall be determined to be invalid or unenforceable, the validity and enforceability of the other provisions hereof shall not be affected thereby.

Section 15.8. Execution in Counterparts. This Lease may be executed in several counterparts, each of which shall be deemed to be an original and all of which shall constitute but one and the same instrument.

Section 15.9. Electronic Storage and Notice. The parties hereto agree that the transaction described herein may be conducted and related documents may be stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law. If the Company elects to give instructions by electronic notice to the Trustee, the Trustee may deem such instructions controlling. The Trustee shall not be liable for any losses, costs or expenses arising directly or indirectly from the Trustee's reliance upon and compliance with such instructions notwithstanding such instructions conflict or are inconsistent with a subsequent written instruction. The Company agrees to assume all risks arising out of the use of such electronic notice to submit instructions and directions to the Trustee, including without limitation the risk of the Trustee acting on unauthorized instructions, and the risk or interception and misuse by third parties.

Section 15.10. Satisfaction of the Company's Obligations. Any obligation of the Company under this Lease, including, but not limited to, the obligations of the Company to pay Basic Rent, Additional Rent and to maintain insurance as required herein, may be performed by a member of the Company, and such performance by a member of the Company shall be treated as though the obligation were performed by the Company.

Section 15.11 Complete Agreement. THE COMPANY AND THE CITY UNDERSTAND THAT ORAL OR UNEXECUTED AGREEMENTS OR COMMITMENTS TO LOAN MONEY, EXTEND CREDIT OR TO FORBEAR FROM ENFORCING REPAYMENT OF A DEBT INCLUDING PROMISES TO EXTEND OR RENEW SUCH DEBT ARE NOT ENFORCEABLE. TO PROTECT THE COMPANY AND THE CITY FROM MISUNDERSTANDING OR DISAPPOINTMENT, ANY AGREEMENTS THE COMPANY AND THE CITY REACH COVERING SUCH MATTERS ARE CONTAINED IN THIS LEASE AND IN THE PERFORMANCE AGREEMENT, WHICH ARE THE COMPLETE AND EXCLUSIVE STATEMENTS OF THE AGREEMENT BETWEEN THE COMPANY AND THE CITY, EXCEPT AS THE COMPANY AND THE CITY MAY LATER AGREE IN WRITING TO MODIFY THIS LEASE AND THE PERFORMANCE AGREEMENT.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have caused this Lease to be executed in their respective names by their duly authorized signatories, all as of the date first above written.

CITY OF INDEPENDENCE, MISSOURI

By: _____
Name: Zachary Walker
Title: City Manager

[SEAL]

ATTEST:

By: _____
Name: Susanne Holland
Title: City Clerk

LOMBARDO HOMES OF INDEPENDENCE, LLC,
a Michigan limited liability company

By: _____
Name:
Title:

EXHIBIT A

PROJECT SITE

The following described real estate located in Jackson County, Missouri:

All that portion of such lands described in that certain Warranty Deed recorded as Document No. 2008E0020082 on February 22, 2008 and that certain Trustee's Deed recorded as Document No. 2009E0024269 on March 16, 2009 with each of said documents being filed with the Office of the Recorder of Deeds for Jackson County, Missouri and being situated in the Southwest Quarter of Section 16 and the Southeast Quarter of Section 17, all in Township 49 North, Range 31 West, in the City of Independence, said County and State. Being now more particularly described as follows: Commencing at the Southeast Corner of the Southeast Quarter of aforesaid Section 17; thence North 87 degrees 29 minutes 45 seconds West, along the South line of said Quarter Section, a distance of 417.70 feet to the Southeast corner of Tract A, MEADOW HILLS – 4th PLAT, a subdivision in aforesaid City, County and State; thence North 02 degrees 31 minutes 54 seconds East (North 00 degrees 06 minutes 27 seconds East, Plat) along a line 417.70 feet West of and parallel with the East line of said Quarter Section, being also along the East line of said Tract A, a distance of 117.03 feet to a point on the Northerly Right of-Way line of South Jackson Drive as now established by that certain instrument of Conveyance of Right of-Way recorded June 4, 2007 in said Office of the Recorder of Deeds as Document No. 2007E0073264 and the Point of Beginning of the tract of land to be herein described; thence continuing North 02 degrees 31 minutes 54 seconds East (North 00 degrees 06 minutes 27 seconds East, Plats) along the last described course, being also along the East lines of MEADOW HILLS – 3rd PLAT, and MEADOW HILLS 1st PLAT and along the Northerly extension of the East line of said MEADOW HILLS 1st PLAT, each being platted subdivisions in the said City, County and State, a distance of 2,505.84 feet to a point on the Southerly Right-of-Way line of R D Mize Road, as now established by that certain instrument of Conveyance of Right-of-Way recorded November 7, 2006 in said Office of the Recorder of Deeds as Document No. 2006E0118992; thence Easterly along the Southerly Right-of-Way line of said R D Mize Road as described in said Document No. 2006E0118992 and by the Conveyance of Right-of-Way recorded June 6, 2007 in said Office of the Recorder of Deeds as Document No. 2007E0074680 and by the Conveyance of Right-of-Way recorded June 14, 2007 in said Office of the Recorder of Deeds as Document No. 2007E0078544, the following courses and distances; thence South 87 degrees 47 minutes 11 seconds East (South 87 degrees 46 minutes 54 seconds East, Deed 2006E0118992) along a line 40.00 feet South of and parallel with the North line of the Southeast Quarter of said Section 17, a distance of 417.71 feet to a point on the East line of said Southeast Quarter Section; thence North 02 degrees 31 minutes 54 seconds East (North 02 degrees 27 minutes 13 seconds East, Deed) along the East line of said Southeast Quarter Section, a distance of 1.00 foot; thence South 88 degrees 09 minutes 08 seconds East (South 88 degrees 14 minutes 49 seconds East, Deed 2006E0118992) along a line 39 feet South of and parallel with the North line of the Southwest Quarter of aforesaid Section 16, a distance of 40.80 feet; thence continuing South 88 degrees 09 minutes 08 seconds East (South 88 degrees 09 minutes 36 seconds East, Deed 2007E0074680) along a line 39 feet South of and parallel with the North line of the Southwest Quarter of aforesaid Section 16, a distance of 266.79 feet; thence South 01 degrees 50 minutes 52 seconds West (South 01 degrees 50 minutes 24 seconds West, Deed 2007E0074680), perpendicular to the North line of said Southwest Quarter, a distance of 55.50 feet to a point 94.50 feet South of the North line of the Southwest Quarter of said Section 16 as measured perpendicular to the North line thereof; thence South 88 degrees 09 minutes 08 seconds East (South 88 degrees 09 minutes 36 seconds East, Deed 2007E0074680) along a line 94.50 feet South of and parallel with the North line of said Southwest Quarter, a distance of 67.00 feet; thence North 01 degrees 50 minutes 52 seconds East (North 01 degrees 50 minutes 24 seconds East, Deed 2007E0074680), perpendicular to the North line of said Southwest Quarter, a distance of 55.50 feet to a point 39.00 feet South of the North line of the Southwest Quarter of said Section 17 as measured perpendicular to the North line thereof; thence South 88 degrees 09 minutes 08 seconds East (South 88 degrees 09 minutes 36 seconds East, Deed 2007E0074680) along a line 39 feet

South of and parallel with the North line of the Southwest Quarter of said Section 16, a distance of 2.20 feet; thence South 83 degrees 09 minutes 53 seconds East (South 83 degrees 07 minutes 42 seconds East, Deed 2007E0078544), a distance of 122.88 feet to a point 499.30 feet East of the West line of the Southwest Quarter of said Section 16 as measured perpendicular to the West line thereof; thence South 02 degrees 31 minutes 54 seconds West along a line 499.30 feet East of and parallel with the West line of the Southwest Quarter of said Section 16, a distance of 1,868.15 feet to a point on the Northerly Right-of-Way line of said South Jackson Drive as now established by said Conveyance of Right-of-Way recorded June 14, 2007 in said Office of the Recorder of Deeds as Document No. 2007E0078544; thence generally Southwesterly along the Northerly Right-of-Way line of said South Jackson Drive as established by said Document No. 2007E0078544 and by said Document No. 2007E0073264, the following courses and distances; thence Southwesterly along a curve to the right, having an initial tangent bearing of South 56 degrees 15 minutes 48 seconds West, a radius of 650.00 feet and a central angle of 18 degrees 57 minutes 24 seconds (18 degrees 56 minutes 55 seconds, Deed 2007E0078544), an arc length of 215.06 feet (214.97 feet, Deed 2007E0078544; thence South 75 degrees 13 minutes 12 seconds West (South 75 degrees 13 minutes 05 seconds West, Deed 2007E0078544), tangent to the last described curve, a distance of 120.19 feet; thence Southwesterly along a curve to the left, tangent to the last described course, having a radius of 750.00 feet and a central angle of 29 degrees 02 minutes 06 seconds, an arc length of 380.07 feet; thence South 46 degrees 11 minutes 06 seconds West (South 46 degrees 11 minutes 00 seconds West, Deed 2007E0073264), tangent to the last described curve, a distance of 422.55 feet to the Point of Beginning. This description having been prepared by Steven R. Whitaker, Missouri, P.L.S No. 2005019220. MEC Corporate Certificate / License No. 2012009395.

EXHIBIT B

PROJECT IMPROVEMENTS

The Project Improvements consist of the following, to the extent paid for in whole with Bond proceeds:

Approximately 176 ranch-style apartment units to be constructed with trench and block foundations, wood framing, vinyl siding, vinyl windows, cultured stone facades, and asphalt shingle roofing, together with walking paths, a dog park, ponds, a gazebo, a pet wash station and the Public Improvements.

EXHIBIT C

FORM OF REQUISITION CERTIFICATE

Requisition No. _____
Date: _____

REQUISITION CERTIFICATE

TO: BOKF, N.A., AS TRUSTEE UNDER A TRUST INDENTURE DATED AS OF OCTOBER 1, 2024, BETWEEN CITY OF INDEPENDENCE, MISSOURI, AND THE TRUSTEE, AND THE LEASE AGREEMENT DATED AS OF OCTOBER 1, 2024, BETWEEN CITY OF INDEPENDENCE, MISSOURI AND LOMBARDO HOMES OF INDEPENDENCE, LLC.

The undersigned Authorized Company Representative hereby states and certifies that:

1. A total of $_____ is requested to pay for Project Costs (as defined in the Indenture) of the Project Improvements. The total amount of this requisition and all prior requisitions are as follows:

Date of Project Costs	***Amount Submitted in this Requisition***	***Requisitions Submitted to Date (Including this Requisition)***

2. Said Project Costs shall be paid in whole from Bond proceeds in such amounts, to such payees and for such purposes as set forth on **Schedule 1** hereto.

3. Each of the items for which payment is requested are or were desirable and appropriate in connection with the construction and improvement of the Project (as defined in the Trust Indenture), have been properly incurred and are a proper charge against the Project Fund, and have been paid by the Company or are justly due to the Persons whose names and addresses are stated on **Schedule 1**, and have not been the basis of any previous requisition from the Project Fund.

4. As of this date, except for the amounts referred to above, to the best of my knowledge there are no outstanding disputed statements for which payment is requested for labor, wages, materials, supplies or services in connection with the construction and improvement of the Project which, if unpaid, might become the basis of a vendors', mechanics', laborers' or materialmen's statutory or similar lien upon the Project or any part thereof.

LOMBARDO HOMES OF INDEPENDENCE, LLC

By: _____
Authorized Company Representative

SCHEDULE 1 TO REQUISITION CERTIFICATE

PROJECT COSTS

Payee and Address	Description	Amount

EXHIBIT D

FORM OF CERTIFICATE OF INSURANCE COMPLIANCE

The undersigned, being the Authorized Company Representative for Lombardo Homes of Independence, LLC, as tenant (the "Company"), under a certain Lease Agreement dated as of October 1, 2024, between the City of Independence, Missouri (the "City"), and the Company (the "Lease"), and as beneficiary of the City's Taxable Industrial Development Revenue Bonds (Arabella Apartments Project), Series 2024, issued pursuant to a certain Trust Indenture dated as of October 1, 2024 (the "Indenture"), hereby certifies pursuant to Article VII of Lease:

1. All capitalized terms used in this Certificate and not otherwise defined herein shall have the meanings set forth in the Lease.

2. The policies of insurance required to in place pursuant to Article VII of the Lease are effective and the premiums with respect thereto have been paid in full as of the date set forth below. Such policies comply with the terms and provisions set forth in Article VII, and the Company is in compliance with the provisions of Article VII.

3. The undersigned will notify the Trustee 10 days prior to any cancellation or material change to such policies; the policies currently in effect have an expiration date of _____, 20___.

4. The Trustee may conclusively rely on this Certificate of Insurance Compliance without further investigation.

5. Attached hereto are insurance certificates showing compliance with the liability and casualty insurance requirements of Article VII of the Lease.

IN WITNESS WHEREOF, the undersigned Authorized Company Representative has signed this Certificate, and the statements of fact made in this Certificate are true and correct.

_____
Authorized Company Representative

Date: _____

ATTACHMENTS:

1. Liability insurance certificate(s)
2. Casualty insurance certificate(s)

Note: all insurance certificates must show the City and the Trustee as additional insureds.

APPENDIX I

PERFORMANCE AGREEMENT

(See Document No. ____)

PERFORMANCE AGREEMENT

Dated as of October 1, 2024

BETWEEN

CITY OF INDEPENDENCE, MISSOURI

AND

LOMBARDO HOMES OF INDEPENDENCE, LLC

Prepared By:

Gilmore & Bell, P.C.
Kansas City, Missouri

PERFORMANCE AGREEMENT

THIS PERFORMANCE AGREEMENT, dated as of October 1, 2024 (the "**Agreement**"), between the **CITY OF INDEPENDENCE, MISSOURI,** a constitutional charter city and municipal corporation duly organized and existing under the laws of the State of Missouri (the "**City**"), and **LOMBARDO HOMES OF INDEPENDENCE, LLC,** a Michigan limited liability company (the "**Company**");

RECITALS:

1. The City is authorized and empowered pursuant to the provisions of Article VI, Section 27(b) of the Missouri Constitution and Sections 100.010 through 100.200, inclusive, of the Revised Statutes of Missouri, as amended (collectively, the **"Act"**), to purchase, construct, extend and improve certain projects and to issue industrial development revenue bonds for the purpose of providing funds to pay the costs of such projects and to lease or otherwise dispose of such projects to private persons or corporations for manufacturing, commercial, research and development, warehousing and industrial development purposes upon such terms and conditions as the City shall deem advisable.

2. Pursuant to the Act, the City Council of the City gave notice to the affected taxing jurisdictions in accordance with Section 100.059.1 of the Act and held a public hearing to finance the costs of a project (the "**Project**") for the Company consisting of the acquisition and improvement of certain real property located at 19515 - 19601 E. R.D. Mize Road in the City (the "**Project Site**"), including the construction and improvement of a commercial facility on the Project Site together with related public improvements, out of the proceeds of the industrial development revenue bonds to be issued under the Act to provide funds to pay the costs of the Project, and to lease or sell the Project to the Company for the purpose of financing the costs of the Project.

3. Pursuant to an ordinance (the **"Ordinance"**) passed by the City Council, the City has approved a plan for the Company's industrial development project and has been authorized to execute and deliver (a) a Trust Indenture of even date herewith (the "**Indenture**") between the City and BOKF, N.A., Kansas City, Missouri, as trustee (the "**Trustee**"), for the purpose of issuing and securing the City's Taxable Industrial Development Revenue Bonds (Arabella Apartments Project), Series 2024 in the maximum principal amount of $39,200,000 (the "**Bonds**"), (b) a Lease Agreement of even date herewith (the "**Lease**") with the Company under which the City, as lessor, will construct, extend and improve the Project and will lease the Project to the Company, in consideration of rentals which will be sufficient to pay the principal of and interest on the Bonds, and (c) this Agreement for the purpose of setting forth the payments in lieu of taxes to be made by the Company with respect to the Project.

4. Pursuant to the foregoing, the City desires to enter into this Agreement with the Company in consideration of the Company's desire to construct, extend and improve the Project upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the premises and the mutual representations, covenants and agreements herein contained, the City and the Company hereby represent, covenant and agree as follows:

ARTICLE I

DEFINITIONS

Section 1.1. Definitions of Words and Terms. In addition to the terms otherwise defined herein, the following words and terms as used herein shall have the following meanings:

"Agreement" means this Performance Agreement dated as of October 1, 2024, between the City and the Company, as from time to time amended and supplemented in accordance with the provisions hereof.

"**Commercial Facility"** means a facility comprised of rentable space operated for profit by the Company in accordance with this Agreement, consisting of a multifamily residential rental complex and associated uses.

"Company" means Lombardo Homes of Independence, LLC, a Michigan limited liability company, and its successors and assigns.

"Indenture" means the Trust Indenture dated as of October 1, 2024, between the City and BOKF, N.A., Kansas City, Missouri, as Trustee, relating to the issuance of the Bonds, as amended or supplemented from time to time.

"PILOT Payments" or **"PILOTS"** means the payments in lieu of taxes provided for in **Article III** hereof.

"Project" means, collectively, the Project Site and the Project Improvements as they may at any time exist.

"Project Improvements" shall have the same meaning as provided in **Exhibit B** to the Indenture.

"Project Site" means all of the real estate described in **Exhibit A** attached hereto and by this reference made a part hereof.

"Public Improvements" has the meaning given to such term in the Lease.

ARTICLE II

REPRESENTATIONS

Section 2.1. City's Representations. The City hereby represents that the Project will significantly benefit the City and the State of Missouri by (i) stimulating economic development in the City and the State; and (ii) increasing local and state tax revenues.

Section 2.2. Company's Representations. The Company hereby represents that the Project will significantly benefit the City and the State of Missouri by (i) stimulating economic development in the City and the State; and (ii) increasing local and state tax revenues.

ARTICLE III

PROPERTY TAX EXEMPTION; PAYMENT IN LIEU OF TAXES

Section 3.1. Property Tax Exemption. So long as the City owns title to the Project, the City expects that the Project will be exempt from ad valorem taxes on real property. The first year of the exemption period for purposes of this Agreement shall be 2024. Notwithstanding any other provision of this Agreement to the contrary, the last year of such exemption period shall be 2027. The Company covenants and agrees that, during each year the Project is exempt from ad valorem taxes by reason hereof, the Company will make annual payments in lieu of taxes to the City (each such payment, a "**PILOT**") as described in this **Article III**. The City and the Company hereby agree that the tax exemption provided by this Agreement shall only apply to property financed with the proceeds of the Bonds (i.e., property constituting a part of the Project) and shall not apply to property not financed with proceeds of the Bonds (and specifically shall not apply to personal property relating to the Project other than construction materials).

Section 3.2. Payments In Lieu of Taxes for Project. The Company covenants and agrees to make PILOT Payments to the City on or before each December 31, commencing December 31, 2024, in the amounts, and in the years, set forth in **Exhibit B** attached hereto.

Section 3.3. Termination for Failure to Operate the Project as a Commercial Facility. If the Company operates the Project for any purpose other than as a Commercial Facility for a period of 90 consecutive days, then in addition to any other remedies that may be available to the City under the Lease or hereunder, the City shall have the right to terminate the Lease and convey the Project back to the Company, while holding the Company liable for any payments then due and owing under the Lease.

Section 3.4. Distribution of PILOTS. Within 30 days of the date of receipt of each PILOT, the City or designated billing/collection agent shall distribute each PILOT among the taxing jurisdictions in proportion to the amount of taxes which would have been paid in each year had the Project not been exempt from taxation pursuant to this Agreement.

Section 3.5. Obligation of City to Effect Tax Abatement. The City agrees to take all actions within its control to obtain and/or maintain in effect the exemption referred to in **Section 3.1** above, including any filing required with any governmental authorities; provided, however, the City shall not be liable for any failure of Jackson County, Missouri or any other governmental taxing authority to recognize the exemption provided herein. The City covenants that it will not voluntarily take any action that may cause or induce the levy or assessment of ad valorem taxes on the Project. In the event such a levy or assessment should occur, the City shall, at the Company's request and at the Company's expense, fully cooperate with the Company in all reasonable ways to prevent and/or remove any such levy or assessment against the Project.

Section 3.6. Administration Costs. Under Section 100.050 of the Act, the City may require the Company to reimburse the City for its actual costs of issuing the Bonds and administering the plan including costs associated with this Agreement, in an amount of no greater than $1,000 per year. The City will provide a statement for such costs to the Company not later than November 1 of each year and the Company will reimburse the City for its costs on or before December 31 of each year continuing until December 31 of the year in which this Agreement expires or is terminated.

Section 3.7. Other Property Taxes In Connection with the Project. The real property tax exemption provided by the City's ownership of the Project is expected to apply to all interests in the

Project during the period it is owned by the City. If any ad valorem real property taxes are levied by or on behalf of any taxing jurisdiction against any interest in the Project during the period the City owns the Project (including, without limitation, any ad valorem taxes levied against the Company's rights in the Lease), the amount of ad valorem tax payments related to such levy or levies which are paid by the Company and received by the City and other taxing jurisdictions shall be credited against and reduce on a *pro rata* basis the amount of the PILOT Payments the Company is obligated to pay pursuant to this Agreement. The Company shall be responsible for any taxes related to any interest in the Project which the Company owns in its own name or granted to the Company other than pursuant to the Lease.

Section 3.8. Credits for Certain Tax Payments. Nothing in this Agreement shall be construed to require the Company to make duplicate tax payments. The Company shall receive a credit hereunder to such extent it has made any payment for ad valorem real property taxes on the Project to Jackson County, Missouri.

Section 3.9. Company's Right To Protest Taxes. Notwithstanding any other provision of this Agreement to the contrary, nothing in this Agreement shall be construed to limit or in any way restrict the availability of any provision of Missouri law which confers upon the Company the right to appeal, protest or otherwise contest any property tax valuation, assessment, classification or similar action. However, no such appeal, protest or contest shall affect the amount or timing of PILOT Payments to be made under this Agreement.

Section 3.10. No Abatement on Special Assessments, Licenses or Fees. The City and the Company hereby agree that the property tax exemptions described in this Agreement shall not apply to special assessments and shall not serve to reduce or eliminate any other licenses or fees owing to the City or any other taxing jurisdiction with respect to the Project. The Company hereby agrees to make payments with respect to all special assessments, licenses and fees which would otherwise be due with respect to the Project if such Project was not owned by the City.

Section 3.11. Cessation of Construction. If for any reason the Company ceases construction of the Project during the term of this Agreement for a period of 90 consecutive days, the City shall have the right to terminate the Lease and convey the Project back to the Company, while holding the Company liable for any payments then due and owing under the Lease.

ARTICLE IV

COVENANTS, REPRESENTATIONS AND AGREEMENTS

Section 4.1. Inspection. The Company agrees that the City and its duly authorized agents shall have the right to enter upon the Project Site to examine and inspect the Project and the records of the Company which demonstrate compliance with this Agreement, subject to the requirements of **Section 10.3** of the Lease.

Section 4.2. Compliance with Laws. The Project will comply in all material respects with all applicable building and zoning, health, environmental and safety ordinances and laws and all other applicable laws, rules and regulations.

Section 4.3. Construction and Improvement of the Project. The Project will be constructed and improved consistent with the description of the Project herein and in the Lease. In the event the Project constructed and improved is materially inconsistent with the description of the Project

contained herein and in the Lease, the City reserves the right to declare an Event of Default in accordance with **Section 6.1** hereof.

Section 4.4. Representations and Warranties.

(a) The Company represents, warrants and covenants that as of the date of this Agreement and during the term of this Agreement:

(1) The Company is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Michigan and is in good standing under the laws of and authorized to conduct business in the State of Missouri;

(2) The Company has the right, power and authority to enter into, execute, deliver and perform this Agreement;

(3) The execution, delivery and performance by the Company of this Agreement has been duly authorized by all necessary corporate action, and does not violate the organizational documents of the Company, as the same may be amended and supplemented, or to the best of the Company's knowledge, any applicable provision of law, nor does it constitute a breach of or default under or require any consent under any agreement, instrument or document to which the Company is now a party or by which the Company is now or may become bound;

(4) To the best of the Company's knowledge, there are no actions or proceedings by or before any court, governmental commission, board, bureau or any other administrative agency pending, threatened or affecting the Company that would impair its ability to perform under this Agreement; and

(5) The Company has obtained (or prior to the applicable time required will obtain) and will maintain all government permits, certificates and consents (including without limitation appropriate environmental approvals) necessary to conduct its business and to construct, complete and operate the Project.

(b) The City represents, warrants and covenants that as of the date of this Agreement and during the term of this Agreement, or such shorter period as may be expressly provided for below:

(1) The City is a constitutional charter city and municipal corporation duly organized and validly existing under the laws of the State of Missouri;

(2) The execution, delivery and performance by the City of this Agreement have been duly authorized by all necessary City actions;

(3) The City has the right, power and authority to enter into, execute, deliver and perform this Agreement; and

(4) To the best of the City's knowledge, there are no actions or proceedings by or before any court, governmental commission, board, bureau or any other administrative agency pending, threatened or affecting the City that would impair its ability to perform under this Agreement.

Section 4.5. Survival of Covenants. All warranties, representations, covenants and agreements of the Company and the City contained herein shall survive termination of this Agreement for any reason.

Section 4.6. Indemnification. The Company shall indemnify and defend the City to insure that the City and the Trustee are held harmless from and against all claims, demands, costs, liabilities, damages or expenses, including attorneys' fees, by or on behalf of any person, firm or corporation arising from the conduct or management of, or from any work or thing done in, on or about, the Project during the term of the Lease, and against and from all claims, demands, costs, liabilities, damages or expenses, including attorneys' fees, arising during the term of the Lease from any event described in **Section 10.5** of the Lease to the extent and subject to the limitations provided therein. The Company hereby grants such warranties regarding environmental matters as set forth in **Section 4.9** of the Lease. This section shall not apply to the negligence or willful misconduct of the City or its officers, employees or agents.

Section 4.7. Sales Tax Exemption. Upon request of the Company after the issuance of the Bonds, the City will issue a sales tax exemption certificate to the Company for construction materials to be purchased for the Project and the City shall provide such other documentation as may be necessary from time to time to effect said sales tax exemption. The Company shall use the exemption certificate only for the purchase of construction materials to be incorporated into either the Project on the Project Site or the Public Improvements and shall not use the exemption certificate for the purchase of any personal property other than construction materials. The Company shall indemnify and defend the City and its respective officers, employees and agents against and from any and all causes of action or actions in law or equity, liens, claims damages, loss, costs or expenses of any nature whatsoever by any person or entity, arising out of the City's furnishing of the exemption certificate.

Section 4.8. Costs of Issuance of the Bonds. The Company agrees to pay on the date of the initial issuance of the Bonds, all costs of issuance incurred in connection therewith.

ARTICLE V

SALE AND ASSIGNMENT

The benefits granted by the City to the Company pursuant to this Agreement shall belong solely to the Company, and such benefits shall not be transferred (other than to an affiliate of the Company), assigned, pledged or in any other manner hypothecated without the express written consent of the City; but nothing herein shall preclude the Company from assigning or pledging its interest in the Project so long as the Company continues to operate the Project as a Commercial Facility and otherwise remains responsible for its undertakings herein. Notwithstanding the foregoing, the Company may, without the City's consent, transfer its interests in this Agreement to any entity or person to whom the Lease has been assigned in accordance with **Article XIII** thereof.

ARTICLE VI

DEFAULT AND REMEDIES

Section 6.1. Events of Default. If any one or more of the following events shall occur and be continuing, it is hereby defined as and declared to be and to constitute an Event of Default hereunder:

(a) the Company fails to make any PILOT Payments required to be paid hereunder within 10 days after written notice and demand by the City;

(b) any representation of the Company contained herein proves to be materially false or erroneous and is not corrected or brought into compliance within 30 days (or such longer period as the City and the Company may agree in writing) after the City has given written notice to the Company specifying the false or erroneous representation and requiring it to be remedied; provided, that if such matter is not subject to cure within such 30 days (or such longer period as the City and Company agree in writing) after such notice, the Company fails to initiate action to cure the default within such 30 days after such notice and fails to pursue such action diligently; or

(c) the Company operates the Project for a purpose other than as a Commercial Facility for a period of 90 consecutive days.

Section 6.2. Remedies on Default. Upon an Event of Default hereunder this Agreement may be terminated by written notice to the Company from the City. Within thirty days of such termination and upon written notice of the dollar amounts due, the Company shall make a PILOT to the City equal to the PILOT Payment due for the then-current calendar year.

Upon any termination of this Agreement the Company agrees to pay interest and penalties on all amounts due hereunder to the same extent as if such payments were taxes under Missouri law.

Section 6.3. Payments on Defaulted Amounts. Any amounts due hereunder which are not paid when due shall bear interest at the interest rate imposed by Missouri law on overdue ad valorem real estate taxes from the date such payment was first due.

Section 6.4. Enforcement. In addition to the remedies specified in **Section 6.2**, upon the occurrence of an Event of Default, the City or any taxing jurisdictions that would benefit from the PILOT Payments due and owing under this Agreement may bring an action for specific performance to enforce such payments. In the event of litigation pertaining to the enforcement of this Agreement, the losing party shall pay all costs of litigation, including reasonable attorneys' fees.

Section 6.5. Failure of the City to Perform its Obligations. In the event the City shall fail to perform any of its obligations hereunder for (i) a period of 60 days (or such longer period as the Company and the City may agree in writing) following written notice to the City from the Company of such failure which notice shall include a specific description of the City's failure hereunder), or (ii) if such failure is not subject to cure within such 60 days, the City shall have failed to initiate action to cure such default and shall pursue such action diligently; the Company may declare that the City is in default under this Agreement and may pursue any legal remedy available to it to enforce this Agreement.

ARTICLE VII

TERM OF AGREEMENT

This Agreement shall become effective upon execution, and subject to earlier termination pursuant to the provisions of this Agreement (including particularly **Article VI** hereof), shall have an initial term commencing as of the date of this Agreement and terminating on **December 1, 2027** (the "**Stated Expiration Date**"). This Agreement shall automatically terminate prior to the Stated Expiration Date in the event the Bonds (or any Bonds issued to refund the Bonds) are no longer outstanding.

ARTICLE VIII

MISCELLANEOUS PROVISIONS

Section 8.1. Severability. If for any reason any provision of this Agreement shall be determined to be invalid or unenforceable, the validity and enforceability of the other provisions hereof shall not be affected thereby.

Section 8.2. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Missouri.

Section 8.3. Execution in Counterparts. This Agreement may be executed simultaneously in several counterparts, each of which shall be deemed to be an original and all of which shall constitute but one and the same instrument.

Section 8.4. Waiver. The City and the Company acknowledge and agree that the amounts payable hereunder shall constitute payments due the City under the Lease executed in connection with the Bonds. The Company shall not be entitled to any extension of payment of such amounts as a result of a filing by or against the Company in any bankruptcy court.

Section 8.5. Entire Agreement. This Agreement constitutes the entire agreement relating to the subject matter contained herein and supersedes all prior agreements and understandings, both written and oral, between the City and the Company with respect to the subject matter hereof.

Section 8.6. Electronic Storage of Documents. The City and the Company agree that the transaction described herein may be conducted and related documents may be sent, received or stored by electronic means.

Section 8.7. Notices. All notices, certificates or other communications required or desired to be given hereunder shall be given in the manner specified in the Lease.

Section 8.8. Employee Verification. The Company will comply with and satisfy the requirements of Section 285.530.2, RSMo., as amended, which requires (1) any business entity receiving tax abatement to, by sworn affidavit and provision of documentation, annually affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the business entity receiving tax abatement, and (2) every such business entity to annually sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the entity receiving tax abatement. The Company shall provide such affidavits and documentation to the City on or before November 15 of each year during the term of this Agreement, beginning November 15, 2024, and also upon execution of this Agreement.

Section 8.9. Complete Agreement. The Company and the City understand that oral or unexpected agreements or commitments to loan money, extend credit or to forbear from enforcing repayment of a debt including promises to extend or renew such debt are not enforceable. To protect the Company and the City from misunderstanding or disappointment, any agreements the Company and the City reach covering such matters are contained in this Agreement and the Lease, which are the complete and exclusive statements of the agreement between the Company and the City, except as the Company and the City may later agree in writing to modify this Agreement and the Lease.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in their respective corporate names, all as of the date first above written.

CITY OF INDEPENDENCE, MISSOURI

By: _____
Name: Zachary Walker
Title: City Manager

[SEAL]

ATTEST:

By: _____
Name: Susanne Holland
Title: City Clerk

LOMBARDO HOMES OF INDEPENDENCE, LLC,
a Michigan limited liability company

By: _____
Name:
Title:

EXHIBIT A

Legal Description

The following described real estate located in Jackson County, Missouri:

All that portion of such lands described in that certain Warranty Deed recorded as Document No. 2008E0020082 on February 22, 2008 and that certain Trustee's Deed recorded as Document No. 2009E0024269 on March 16, 2009 with each of said documents being filed with the Office of the Recorder of Deeds for Jackson County, Missouri and being situated in the Southwest Quarter of Section 16 and the Southeast Quarter of Section 17, all in Township 49 North, Range 31 West, in the City of Independence, said County and State. Being now more particularly described as follows: Commencing at the Southeast Corner of the Southeast Quarter of aforesaid Section 17; thence North 87 degrees 29 minutes 45 seconds West, along the South line of said Quarter Section, a distance of 417.70 feet to the Southeast corner of Tract A, MEADOW HILLS – 4th PLAT, a subdivision in aforesaid City, County and State; thence North 02 degrees 31 minutes 54 seconds East (North 00 degrees 06 minutes 27 seconds East, Plat) along a line 417.70 feet West of and parallel with the East line of said Quarter Section, being also along the East line of said Tract A, a distance of 117.03 feet to a point on the Northerly Right of-Way line of South Jackson Drive as now established by that certain instrument of Conveyance of Right of-Way recorded June 4, 2007 in said Office of the Recorder of Deeds as Document No. 2007E0073264 and the Point of Beginning of the tract of land to be herein described; thence continuing North 02 degrees 31 minutes 54 seconds East (North 00 degrees 06 minutes 27 seconds East, Plats) along the last described course, being also along the East lines of MEADOW HILLS – 3rd PLAT, and MEADOW HILLS 1st PLAT and along the Northerly extension of the East line of said MEADOW HILLS 1st PLAT, each being platted subdivisions in the said City, County and State, a distance of 2,505.84 feet to a point on the Southerly Right-of-Way line of R D Mize Road, as now established by that certain instrument of Conveyance of Right-of-Way recorded November 7, 2006 in said Office of the Recorder of Deeds as Document No. 2006E0118992; thence Easterly along the Southerly Right-of-Way line of said R D Mize Road as described in said Document No. 2006E0118992 and by the Conveyance of Right-of-Way recorded June 6, 2007 in said Office of the Recorder of Deeds as Document No. 2007E0074680 and by the Conveyance of Right-of-Way recorded June 14, 2007 in said Office of the Recorder of Deeds as Document No. 2007E0078544, the following courses and distances; thence South 87 degrees 47 minutes 11 seconds East (South 87 degrees 46 minutes 54 seconds East, Deed 2006E0118992) along a line 40.00 feet South of and parallel with the North line of the Southeast Quarter of said Section 17, a distance of 417.71 feet to a point on the East line of said Southeast Quarter Section; thence North 02 degrees 31 minutes 54 seconds East (North 02 degrees 27 minutes 13 seconds East, Deed) along the East line of said Southeast Quarter Section, a distance of 1.00 foot; thence South 88 degrees 09 minutes 08 seconds East (South 88 degrees 14 minutes 49 seconds East, Deed 2006E0118992) along a line 39 feet South of and parallel with the North line of the Southwest Quarter of aforesaid Section 16, a distance of 40.80 feet; thence continuing South 88 degrees 09 minutes 08 seconds East (South 88 degrees 09 minutes 36 seconds East, Deed 2007E0074680) along a line 39 feet South of and parallel with the North line of the Southwest Quarter of aforesaid Section 16, a distance of 266.79 feet; thence South 01 degrees 50 minutes 52 seconds West (South 01 degrees 50 minutes 24 seconds West, Deed 2007E0074680), perpendicular to the North line of said Southwest Quarter, a distance of 55.50 feet to a point 94.50 feet South of the North line of the Southwest Quarter of said Section 16 as measured perpendicular to the North line thereof; thence South 88 degrees 09 minutes 08 seconds East (South 88 degrees 09 minutes 36 seconds East, Deed 2007E0074680) along a line 94.50 feet South of and parallel with the North line of said Southwest Quarter, a distance of 67.00 feet; thence North 01 degrees 50 minutes 52 seconds East (North 01 degrees 50 minutes 24 seconds East, Deed 2007E0074680), perpendicular to the North line of said Southwest Quarter, a distance of 55.50 feet to a point 39.00 feet South of the North line of the Southwest Quarter of said Section 17 as measured perpendicular to the North line thereof; thence South 88 degrees 09 minutes 08 seconds East (South 88 degrees 09 minutes 36 seconds East, Deed 2007E0074680) along a line 39 feet

South of and parallel with the North line of the Southwest Quarter of said Section 16, a distance of 2.20 feet; thence South 83 degrees 09 minutes 53 seconds East (South 83 degrees 07 minutes 42 seconds East, Deed 2007E0078544), a distance of 122.88 feet to a point 499.30 feet East of the West line of the Southwest Quarter of said Section 16 as measured perpendicular to the West line thereof; thence South 02 degrees 31 minutes 54 seconds West along a line 499.30 feet East of and parallel with the West line of the Southwest Quarter of said Section 16, a distance of 1,868.15 feet to a point on the Northerly Right-of-Way line of said South Jackson Drive as now established by said Conveyance of Right-of-Way recorded June 14, 2007 in said Office of the Recorder of Deeds as Document No. 2007E0078544; thence generally Southwesterly along the Northerly Right-of-Way line of said South Jackson Drive as established by said Document No. 2007E0078544 and by said Document No. 2007E0073264, the following courses and distances; thence Southwesterly along a curve to the right, having an initial tangent bearing of South 56 degrees 15 minutes 48 seconds West, a radius of 650.00 feet and a central angle of 18 degrees 57 minutes 24 seconds (18 degrees 56 minutes 55 seconds, Deed 2007E0078544), an arc length of 215.06 feet (214.97 feet, Deed 2007E0078544; thence South 75 degrees 13 minutes 12 seconds West (South 75 degrees 13 minutes 05 seconds West, Deed 2007E0078544), tangent to the last described curve, a distance of 120.19 feet; thence Southwesterly along a curve to the left, tangent to the last described course, having a radius of 750.00 feet and a central angle of 29 degrees 02 minutes 06 seconds, an arc length of 380.07 feet; thence South 46 degrees 11 minutes 06 seconds West (South 46 degrees 11 minutes 00 seconds West, Deed 2007E0073264), tangent to the last described curve, a distance of 422.55 feet to the Point of Beginning. This description having been prepared by Steven R. Whitaker, Missouri, P.L.S No. 2005019220. MEC Corporate Certificate / License No. 2012009395.

EXHIBIT B

PILOT PAYMENTS

The Company covenants and agrees to make PILOT Payments to the City on or before each December 31, commencing December 31, 2024, in the amounts, and in the years, set forth below. Any PILOT Payments due under this Agreement which are not paid when due shall bear interest at the interest rate imposed by Missouri law on overdue *ad valorem* real estate taxes from the date such payment was first due.

1) For calendar year 2024, the PILOT Payment shall be equal to $2,684.

2) In each year after 2024, if the Project remains in City ownership, a PILOT Payment shall be made for the Project in the amount equal to the Taxes Otherwise Due on the Project.

"Taxes Otherwise Due" for purposes of this Exhibit B, means the *ad valorem* real property taxes that would have been due on the Project for the year were it not for ownership thereof by the City, as calculated by the City from assessed valuation estimates provided by Jackson County, Missouri and using the then-current tax rates of all applicable taxing jurisdictions; *provided that*, if Jackson County, Missouri shall fail or refuse to provide assessed valuation estimates, the assessed valuation shall be assumed to equal the amounts shown as the "Estimated Assessed Value of Existing Site with Project Improvements" for the applicable year on page 4 of the Cost Benefit Analysis attached to the Plan for an Industrial Development Project for the Arabella Apartments Project sent to taxing jurisdictions on August 19, 2024.

NOTICE TO TAXING JURISDICTIONS

PLAN FOR AN INDUSTRIAL DEVELOPMENT PROJECT

On behalf of the City of Independence, Missouri (the "City"), please find enclosed a copy of a proposed plan for an industrial development project and cost benefit analysis (the "Plan").

The City Council will consider an ordinance to approve the Plan during the City Council's meeting on September 16, 2024, at 6:00 p.m. in the Council Chambers at City Hall, 111 E. Maple in Independence, Missouri.

The City invites you to submit written comments to the Council on the proposed Plan. All comments will be fairly and duly considered by the City. Comments will also be taken during a public hearing at the City Council meeting referred to above.

A copy of the Plan will be on file in the office of the City Clerk and will be available for public inspection during normal business hours.

Dated: August 19, 2024

Independence City Hall
111 E Maple Ave
Independence, MO 64050

Taxing Jurisdictions -- Distribution List

Independence School District Superintendent 201 N. Forest Avenue Independence, MO 64050	**Junior College District of Metropolitan Kansas City, Missouri (Metropolitan Community College)** Chancellor 3200 Broadway Kansas City, MO 64111
Jackson County Board of Disabled Services 8511 Hillcrest Rd., Suite 300 Kansas City, MO 64138	**Mid-Continent Public Library** Director 15616 E. Highway 24 Independence, MO 64050-2057
Jackson County County Executive 415 E. 12th Street, 2nd Floor Kansas City, MO 64106	**Jackson County Community Mental Health** Executive Director 1627 Main Street, Suite 500 Kansas City, MO 64108
Jackson County Assessment Department Director 1300 Washington St. Kansas City, MO 64106	**Jackson County Collections Department** Director 415 E. 12th Street, 1st Floor Kansas City, MO 64106
Jackson County Community Children's Services Fund Board of Directors 2345 Grand Blvd, Ste 1450 Kansas City, MO 64108	**City of Independence** City Clerk 111 E Maple Ave Independence, MO 64050
Missouri Department of Revenue County Tax Section Merchants/Manufacturers Replacement Tax Fund 301 West High Street Jefferson City, MO 65102-0453	**Missouri Department of Revenue** County Tax Section State Blind Pension Fund 301 West High Street Jefferson City, MO 65102-0453
Kansas City Zoological District Chair of the Board of Directors 6800 Zoo Drive Kansas City, MO 64132	

BEFORE THE

CITY COUNCIL

OF THE

CITY OF INDEPENDENCE, MISSOURI

PLAN FOR AN INDUSTRIAL DEVELOPMENT PROJECT

FOR THE

ARABELLA APARTMENTS PROJECT

(sales and use tax exemption only)

Sent to taxing jurisdictions: August 19, 2024

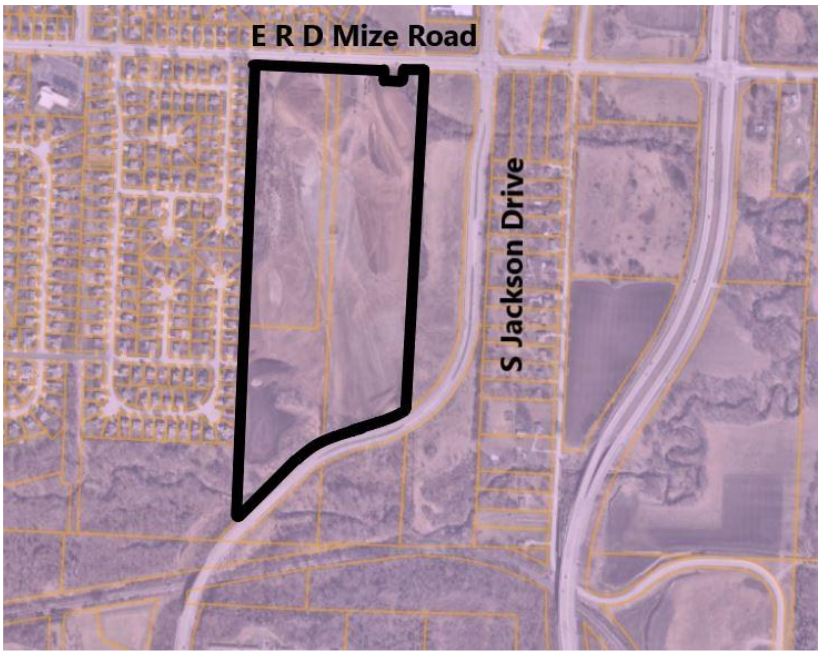
PLAN FOR AN INDUSTRIAL DEVELOPMENT PROJECT FOR THE ARABELLA APARTMENTS PROJECT

TO: CITY COUNCIL OF THE CITY OF INDEPENDENCE, MISSOURI

The project described herein will be undertaken pursuant to the provisions of Sections 100.010 to 100.200 of the Revised Statutes of Missouri, as amended, and Article VI, Section 27(b) of the Missouri Constitution, as amended (collectively, the "Act"). The Act authorizes cities, counties, towns and villages to issue industrial development revenue bonds to finance the purchase, construction, extension and improvement of warehouses, distribution facilities, research and development facilities, office industries, agricultural processing industries, service facilities that provide interstate commerce, industrial plants and other commercial facilities. The leasing of residential property for a profit is a commercial undertaking.

Lombardo Homes of Independence, LLC, a Michigan limited liability company (together with its assignees or designees for purposes of implementation of this Plan, the "Company") has proposed this Plan for an industrial development project as described herein to the City of Independence, Missouri (the "City"), for approval, to be carried out pursuant to the Act and in support of said application submit the following:

1. **Description of the Project**. The Project consists of acquiring land and constructing and improving approximately 176 ranch-style apartment units to be constructed with trench and block foundations, wood framing, vinyl siding, vinyl windows, cultured stone facades, and asphalt shingle roofing, together with walking paths, a dog park, ponds, a gazebo, and a pet wash station. The Project will be located on approximately 45 acres of land located at 19515 - 19601 E. R D Mize Road in Independence, Missouri. The location of the site is depicted below:



[remainder of page intentionally left blank]

2. **Estimate of the Cost of the Project.** The total cost of the Project is estimated to be $39,200,000, which will consist of the cost of land acquisition and improvements to be made on the land, together with the costs of issuing the bonds described below.

3. **Source of Funds to be Expended for the Project.** The source of funds to be expended for the Project will be the proceeds of $39,200,000 estimated aggregate principal amount of taxable industrial revenue bonds (the "Bonds") to be issued by the City for the Project and to pay costs of issuance of the Bonds.

4. **Statement of the Terms Upon Which the Project is to be Leased and Otherwise Disposed of by the City.** The Project will be leased (with an option to purchase) to the Company or an affiliate or designee thereof (a "Lessee") during the construction period. The lease payments under the lease will equal the principal and interest on the Bonds plus certain payments in lieu of taxes. The Bonds will be payable solely from the revenues derived by the City from the lease or other disposition of the Project and the Bonds will not be an indebtedness or general obligation, debt or liability of the City.

5. **General Information Concerning the Company.** The Company is a Michigan limited liability company and is an affiliate of Lombardo Homes Inc., a developer of homes and apartments in Michigan and Missouri.

6. **Bond Purchase Arrangements.** It is expected that the Company will purchase the Bonds in the principal amount of $39,200,000.

7. **Affected Taxing Jurisdictions.** The Independence School District, Jackson County, Missouri, the Junior College District of Metropolitan Kansas City, Missouri, and the City will be affected by the Project. No ambulance district board operating under chapter 190 or fire protection district board operating under chapter 321 is affected by the Project. Other taxing jurisdictions affected by the Project are set out in the Cost Benefit Analysis attached hereto.

8. **Equalized Assessed Valuation.** The most recent equalized assessed valuation of the real property improvements to be included in the Project is $39,637 (2023). The estimated total equalized assessed valuation after construction of the Project for real property to be included in the Project is $6,850,236.

9. **Cost Benefit Analysis.** Attached hereto as **Exhibit A** is the Cost Benefit Analysis on each affected taxing jurisdiction, which assumes no real property tax abatement and assumes City ownership only during the construction period. A payment in lieu of tax will be required in an amount calculated to equal the taxes that would otherwise have been due in each year during which the Project is off the tax rolls by virtue of City ownership. The 2023 tax levy rates were utilized for all jurisdictions.

[remainder of page intentionally left blank]

10. **Payments in Lieu of Taxes.** A payment in lieu of tax will be required in an amount calculated to equal the taxes that would otherwise have been due in each year during which the Project is off the tax rolls by virtue of City ownership. See the Cost Benefit Analysis contained in **Exhibit A** for an estimate of the amount of payments in lieu of tax to be paid. Actual calendar years may vary from those shown in **Exhibit A** based on implementation timing.

11. **Sales and Use Tax Exemption on Construction Materials.** Qualified building materials purchased for the construction of the Project are expected to be exempt from sales and use tax pursuant to the provisions of Section 144.062 of the Revised Statutes of Missouri and the underlying Bond documents upon delivery of a project exemption certificate by the City to the Company. For purposes of determining the impact of the sales and use tax exemptions for the qualified building materials on the affected taxing jurisdictions, it is assumed that the total amount of qualified building materials purchased will be $11,640,944 and that the situs of sale for tax purposes will be the project site to which the materials are delivered. Please note that any variance in these assumptions will alter the fiscal impact of the sales and use tax exemptions on the affected taxing jurisdictions.

Based on the assumptions set forth above, the fiscal impact on the affected taxing jurisdictions of the sales and use tax exemptions for qualified building materials is as follows:

	Tax Rate	**Estimated Sales/Use Tax Revenues Subject to Exemption**
State of Missouri	4.225%	$491,830
Jackson County		
General	0.500	58,205
Drug Task Force	0.250	29,102
Sports Complex	0.375	43,654
Zoo District	0.125	14,551
City of Independence		
General Revenue	1.000	116,409
Capital Improvement - Police	0.125	14,551
Fire Protection	0.500	58,205
Streets	0.500	58,205
Parks	0.250	29,102
Storm water	0.250	29,102
Children's Services	0.250	29,102
Total	8.350%	$972,019

* * *

EXHIBIT A

COST BENEFIT ANALYSIS

The Cost Benefit Analysis shows the estimated effect of the Project on taxing jurisdictions. The project will be in City ownership only during the construction period. The calendar years shown in the attached Cost Benefit Analysis are for demonstrative purposes only and Project implementation may change the calendar years affected.

Independence, Missouri
(Arabella Apartments Project)

COST BENEFIT ANALYSIS
PLAN FOR INDUSTRIAL DEVELOPMENT PROJECT

GILMORE BELL

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Taxes on Existing Site without Project Improvements	3
Projected Taxes with Project Improvements but without Chapter 100	4
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This information is provided based on the factual information and assumptions provided to Gilmore & Bell, P.C. by a party to or a representative of a party to the proposed transaction. This information is intended to provide factual information only and is provided in conjunction with our legal representation. It is not intended as financial advice or a financial recommendation to any party. Gilmore & Bell, P.C. is not a financial advisor or a "municipal advisor" as defined in the Securities Exchange Act of 1934, as amended.

Project Assumptions

- Initial year taxes assessed: 2024
- 2024 Assessed Value of Existing Site (residential / agricultural mix): $ 39,637
- 2025 Assessed Value of Existing Site (residential): $ 42,867
- Assessed Value of Project Improvements:
  - 2025 $ 1,197,036
  - 2026 $ 4,874,118
  - 2027 $ 5,444,866
- Biennial growth rate of appraised value of existing site: 3.0%
- Terms of abatement:
  - Real property
    - Years 2024 to 2027: 0%

Summary of Cost Benefit Analysis

Taxing Jurisdiction	Tax Rate	Taxes on Existing Site without Project Improvements	Projected Taxes with Project Improvements but without Chapter 100	Projected PILOTS (100%)	Projected Abatement (0%)
Board of Disabled Services	0.0716	$ 117	$ 8,367	$ 8,367	$ -
City - Independence	0.4759	777	55,612	55,612	-
Independence School District	5.1171	8,358	597,961	597,961	-
Jackson County	0.5116	836	59,783	59,783	-
Mental Health	0.0953	156	11,136	11,136	-
Metro Junior College	0.1780	291	20,800	20,800	-
Mid-Continent Library	0.2911	475	34,017	34,017	-
State Blind Pension	0.0300	49	3,506	3,506	-
	6.7706	$ 11,059	$ 791,182	$ 791,182	$ -

Taxes on Existing Site without Project Improvements

Estimated Assessed Value of Existing Site without Project Improvements		$ 39,637	$ 40,826	$ 40,826	$ 42,051	
Taxing Jurisdiction	Tax Rate per $100	2024	2025	2026	2027	Total
Board of Disabled Services	0.0716	$ 28	$ 29	$ 29	$ 30	$ 117
City - Independence	0.4759	189	194	194	200	777
Independence School District	5.1171	2,028	2,089	2,089	2,152	8,358
Jackson County	0.5116	203	209	209	215	836
Mental Health	0.0953	38	39	39	40	156
Metro Junior College	0.1780	71	73	73	75	291
Mid-Continent Library	0.2911	115	119	119	122	475
State Blind Pension	0.0300	12	12	12	13	49
	6.7706	$ 2,684	$ 2,764	$ 2,764	$ 2,847	$ 11,059

Projected Taxes with Project Improvements without Chapter 100

Estimated Assessed Value of Existing Site with Project Improvements		$ 39,637	$1,239,903	$4,916,986	$5,489,020	
Taxing Jurisdiction	Tax Rate per $100	2024	2025	2026	2027	Total
Board of Disabled Services	0.0716	$ 28	$ 888	$ 3,521	$ 3,930	$ 8,367
City - Independence	0.4759	189	5,901	23,400	26,122	55,612
Independence School District	5.1171	2,028	63,447	251,607	280,879	597,961
Jackson County	0.5116	203	6,343	25,155	28,082	59,783
Mental Health	0.0953	38	1,182	4,686	5,231	11,136
Metro Junior College	0.1780	71	2,207	8,752	9,770	20,800
Mid-Continent Library	0.2911	115	3,609	14,313	15,979	34,017
State Blind Pension	0.0300	12	372	1,475	1,647	3,506
	6.7706	$ 2,684	$ 83,949	$ 332,909	$ 371,640	$791,182

Projected PILOTS (100%)

Estimated Assessed Value of Existing Site with Project Improvements		$ 39,637	$ 1,239,903	$ 4,916,986	$ 5,489,020	
PILOT Payment		100%	100%	100%	100%	
Taxing Jurisdiction	Tax Rate per $100	2024	2025	2026	2027	Total
Board of Disabled Services	0.0716	$ 28	$ 888	$ 3,521	$ 3,930	$ 8,367
City - Independence	0.4759	189	5,901	23,400	26,122	55,612
Independence School District	5.1171	2,028	63,447	251,607	280,879	597,961
Jackson County	0.5116	203	6,343	25,155	28,082	59,783
Mental Health	0.0953	38	1,182	4,686	5,231	11,136
Metro Junior College	0.1780	71	2,207	8,752	9,770	20,800
Mid-Continent Library	0.2911	115	3,609	14,313	15,979	34,017
State Blind Pension	0.0300	12	372	1,475	1,647	3,506
	6.7706	$ 2,684	$ 83,949	$ 332,909	$ 371,640	$ 791,182

Projected Abatement (0%)

Estimated Assessed Value of Existing Site with Project Improvements		$ 39,637	$ 1,239,903	$ 4,916,986	$ 5,489,020	
Abatement Percentage		0%	0%	0%	0%	
Taxing Jurisdiction	Tax Rate per $100	2024	2025	2026	2027	Total
Board of Disabled Services	0.0716	$ -	$ -	$ -	$ -	$ -
City - Independence	0.4759	-	-	-	-	-
Independence School District	5.1171	-	-	-	-	-
Jackson County	0.5116	-	-	-	-	-
Mental Health	0.0953	-	-	-	-	-
Metro Junior College	0.1780	-	-	-	-	-
Mid-Continent Library	0.2911	-	-	-	-	-
State Blind Pension	0.0300	-	-	-	-	-
	6.7706	$ -	$ -	$ -	$ -	$ -

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

24-092 **2R** An ordinance approving petitions to add property to the Noland Road Community Improvement District. **2R**

Recommendations:

Staff recommends approval.

Background:

The Noland Road Community Improvement District was formed by approval of the Petition for Formation of the District through the adoption of Ordinance No. 18400 on December 15, 2014. The District was created to provide reinvestment funds for the redevelopment and revitalization of Noland Road as a business, shopping, dining, office, hospitality destination. The CID provides resources to encourage continued growth, improved aesthetics and quality redevelopment along Noland Road.

Under the first petition, the City of Independence is the owner of property adjacent to the District along Noland Road, and the City petitioned to have this property, together with a lot owned by the Land Trust of Jackson County (which also signed the petition) added to the District area in order to fund certain public improvements on such property using District revenues. The City properties are located on the east side of Noland Road between Truman and Lexington and on the west side of Noland Road between Lexington and Walnut.

The second petition seeks to add approximately 4,500 square feet of privately-owned ground at the southwest corner of I-70 and Noland Road.

Emergency Justification:

Fiscal Impact:

Council Action:

Department / Contact Community Development /

REVIEWERS

Tom Scannell
Jeremy Cover
Zachary Walker
Susanne Holland

ATTACHMENTS:

1. Ordinance Approving Petition to Add Property
2. 1st Petition - Final - Clerk Signoff
3. 2nd Petition - Final - Clerk Signoff

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE APPROVING PETITIONS TO ADD PROPERTY TO THE NOLAND ROAD COMMUNITY IMPROVEMENT DISTRICT.

WHEREAS, the Noland Road Community Improvement District (the "District") was formed on December 15, 2014, pursuant to Ordinance No. 18400; and

WHEREAS, property owners adjacent to the District have filed with the City Clerk (the "City Clerk") petitions for the addition of property to the District pursuant to section 67.1441, RSMo (the "Petitions to Add Property"); and

WHEREAS, the City Clerk verified that the Petitions to Add Property substantially comply with sections 67.1401 to 67.1571, RSMo, as amended (the "CID Act"), submitted the verified Petitions to Add Property 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; and

WHEREAS, the District has consented to the addition of property as required by Section 67.1441.2, RSMo; and

WHEREAS, none of the signatures of the signers of the Petitions to Add Property were withdrawn within seven days after the Petitions to Add Property were filed with the City Clerk; and

WHEREAS, on September 16, 2024, the City Council held a public hearing at which all persons interested in the Petitions to Add Property were allowed an opportunity to speak; and

WHEREAS, the Petitions to Add Property being fully heard before the City Council, the City now desires to approve the Petitions to Add Property.

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

SECTION 1. The Petitions to Add Property attached hereto as Exhibit A are hereby approved and the District boundaries shall hereafter include the real property described in the Petitions to Add Property.

SECTION 2. City officers and agents are each hereby authorized and directed to take such action and execute such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance.

SECTION 3. All ordinances or resolutions or parts of ordinances or resolutions in conflict with this Ordinance are hereby repealed.

SECTION 4. This Ordinance shall take effect and be in full force as provided by the City Charter.

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

EXHIBIT A

PETITIONS TO ADD PROPERTY

[See attached]

RESOLUTION NO. 2018-04

NOLAND ROAD COMMUNITY IMPROVEMENT DISTRICT

RESOLUTION APPROVING ADDITION OF ADJACENT PROPERTY TO THE DISTRICT; AUTHORIZING SUBMISSION OF A PETITION TO CITY OF INDEPENDENCE FOR APPROVAL; AND OTHER ACTIONS RELATED THERETO

Adopted June 28, 2018

WHEREAS, by Ordinance No. 18400 ("Creation Ordinance"), adopted on December 15, 2014, and pursuant to the Community Improvement District Act, Sections 67.1401 *et seq.*, RSMo ("Act"), the City Council of Independence, Missouri ("City") approved the Petition to Establish the Noland Road Community Improvement District ("Petition"), thereby creating the Noland Road Community Improvement District ("District") in accordance with the Act; and

WHEREAS, Section 67.1441.2, RSMo, provides that, with the consent of the Board of Directors, real property may be added to the District by ordinance upon receipt of a proper petition and after a public hearing is held by the governing body of the municipality on the addition of the real property in the manner provided in section 67.1431 upon proper notice. For the purposes of adding property to the District, a proper petition is one which meets the requirements of section 67.1421, which requirements shall only apply as to the real property proposed to be added; and

WHEREAS, the District desires to amend the District's boundaries by adding the Adjacent Property legally described on the attached Exhibit A and depicted on the map attached as Exhibit B ("Adjacent Property") and to submit the Petition to Add Property to the Noland Road Community Improvement District to the owner of the Adjacent Property for its approval to amend the District's boundaries to include the Adjacent Property; and

THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS THAT:

1. The Board of Directors approves the amendment of the District's boundaries by adding the Adjacent Property to the District and authorizes submission of the Petition to Add Property to the Noland Road Community Improvement District to the owner of the Adjacent Property for its approval to amend the District's boundaries to include the Adjacent Property as permitted by the Act. The Petition to Add Property to the Noland Road Community Improvement District is approved in substantially the form presented on this date to the Board of Directors, subject to such changes, additions or deletions as may be deemed necessary or desirable by the District's officers, upon the advice of counsel, to carry out the purpose and intent of this Resolution, including adding any such other owner of the Adjacent Property, or any portion thereof, as a petitioner to the Petition to Add Property to the Noland Road Community Improvement District as may be necessary to comply with the Act and in recognition of the conveyance of title to the Adjacent Property following vacation as determined by Missouri law. The District's officers and legal counsel are further authorized to obtain consent of necessary property owners to the filing of the Petition to Add Property to the Noland Road Community Improvement District and the District's officers are authorized to execute an agreement securing such consent in a form acceptable to the District's officers and legal counsel, with execution of the same being conclusive evidence of the approval thereof.

2. The District's officers and legal counsel are authorized to file the Petition to Add Property to the Noland Road Community Improvement District with the City Clerk for approval by the

City Council of the City of Independence, Missouri following a public hearing in accordance with the Act.

3. Upon the addition of the Adjacent Property to the District, the Adjacent Property shall be subject to the District projects and sales tax in effect as of the date that the Adjacent Property is added to the District.

4. The appropriate officers are authorized and directed to take all further action necessary to carry out the purpose and intent of this Resolution.

5. This Resolution shall take effect immediately.

APPROVED:

Karen Downey, Vice Chair

ATTEST:

Louis D. Pack, Secretary

EXHIBIT A

BOUNDARY DESCRIPTION AND MAP OF PROPERTY TO BE ADDED TO THE DISTRICT

Tract 1:

26-240-02-10-00-0-00-000	WALDO & NORRIS ADD, BEG NW COR BLK 1 TH E 560' TH S 190' TH W 10' TH N 10' TH, SWLY ALG NLY LI OF RR ROW TO PT ON S LI SD BLK 1 TH W 130', TH N TO POB, (EX PT IN TRUMAN RD)

Tract 2:

26-240-02-08-00-0-00-000	WALDO & NORRIS ADD, PT LOTS 4, 5 & 6 BLK 4 LY W OF MO PAC RY ROW

Tract 3:

26-240-14-11-00-0-00-000	WALDO & NORRIS ADD, LOTS 4, 5 & 6 & PT LOT 3 BLK 8 NOT IN ROW

Tract 4:

26-240-14-13-00-0-00-000	WALDO & NORRIS ADD, LOTS 7, 8 & 9 BLK 8 (EX PT IN ROW)

Tract 5:

All that part of Dodgion Street right of way from Truman Road on the north to the railroad right of way on the south.

Tract 6:

All that part of Memorial Street right of way from Kansas Street on the north to Walnut Street on the south.

Tract 7:

26-240-13-01-00-0-00-000	WALDO & NORRIS ADD, SMALL DIAG PIECE 20.5' X 12.25' IN NW COR LOT 6 BLK 7

or 0.09 acres, more or less.

Exhibit B
Map of Adjacent Property

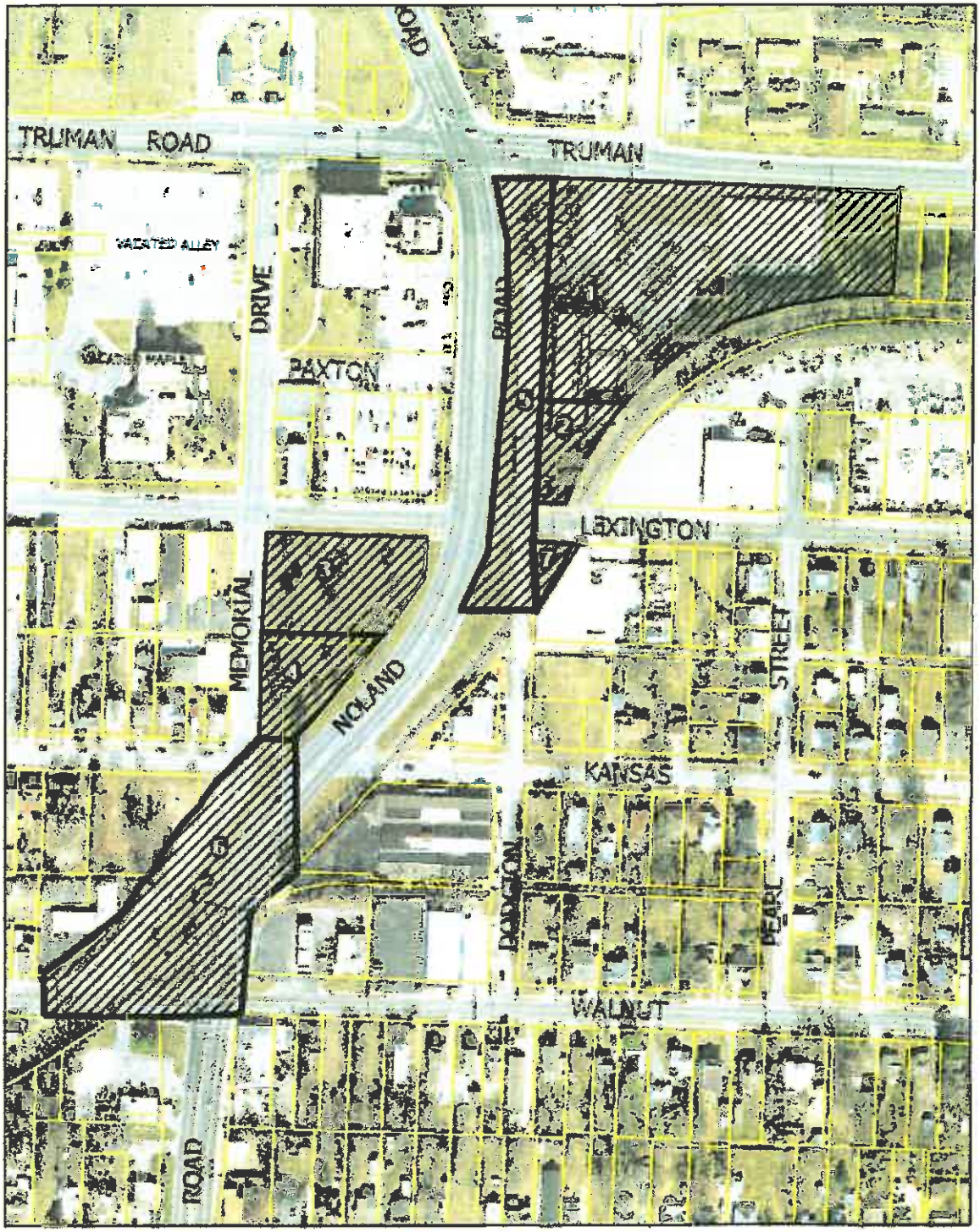


Exhibit A

PETITION TO THE CITY OF INDEPENDENCE, MISSOURI

TO <u>ADD PROPERTY</u> TO THE

NOLAND ROAD COMMUNITY IMPROVEMENT DISTRICT

PETITION TO ADD PROPERTY TO THE
NOLAND ROAD COMMUNITY IMPROVEMENT DISTRICT

To the City Council of the City of Independence, Missouri (the "City"):

The **Noland Road Community Improvement District** (the "District") was formed by approval of the Petition for Formation of the District (the "Formation Petition") through the adoption of Ordinance No. 18400 on December 15, 2014, (the "Formation Ordinance"). The City of Independence is the owner of certain property adjacent to the District and respectfully requests this property be added to the District for the mutual benefit of the City and the District. The undersigned, collectively representing:

(1) the owners collectively owning more than fifty percent by assessed value of the real property that is proposed to be added to the District and

(2) more than fifty percent per capita of all owners of the real property that is proposed to be added to the District,

do hereby petition and request that the City Council of The City of Independence (the "City") **add property** to the District pursuant to Sections 67.1441, RSMo, as further described in this Petition.

Section 67.1441.2, RSMo, provides that a proper petition to add property to a community improvement district is one which meets the requirements of Section 67.1421, RSMo, which requirements shall only apply as to the real property proposed to be added to the district. Accordingly, this Petition contains the information required by Section 67.1421 as it relates to the property proposed to be added to the District. The Formation Petition as approved by the Formation Ordinance remains unmodified except as specified in this Petition relating to the property to be added to the District.

A. Proposed District Name. No change -- see Formation Petition.

B. Legal Description and Map. A legal description and map of the property to be added to the District ("Additional Property") are attached hereto as **Exhibit A**. A legal description and map of the District, including the Additional Property added to the District, is attached as **Exhibit B**.

C. Five Year Plan. No change -- see Formation Petition.

D. Establishment as Political Subdivision. No change -- see Formation Petition.

E. Appointment of Directors. No change -- see Formation Petition.

F. Total Assessed Value. The total assessed value of all real property in the District, including the Additional Property, is $28,117,408.00. Total assessed value of the Additional Property is $935,246.00 (2023 AV is $1,163,424.00). Parcel ownership and assessed value information of the Additional Property is set forth in **Exhibit C**.

G. Blighted Area Determination. No change -- see Formation Petition.

H. Term of Existence. No change -- see Formation Petition.

I. Sales Tax. No change -- see Formation Petition. The sales tax authorized by the Formation Petition and the Formation Ordinance shall apply to the Additional Property.

J. Real Estate Tax and Business License Tax. No change -- see Formation Petition.

K. Maximum Special Assessment. No change -- see Formation Petition.

L. No Borrowing Capacity Limitation. No change -- see Formation Petition.

M. No Revenue Limitations. No change -- see Formation Petition.

N. No Power Limitation. No change -- see Formation Petition.

O. Petitioner Withdrawal Right Notice. **THE SIGNATURE OF THE SIGNER OF THIS PETITION MAY NOT BE WITHDRAWN FROM THIS PETITION LATER THAN SEVEN (7) DAYS AFTER THE FILING HEREOF WITH THE CITY CLERK.**

EXECUTION PAGE FOR PETITION TO ADD PROPERTY TO THE NOLAND ROAD COMMUNITY IMPROVEMENT DISTRICT

Name of owner: City of Independence, Missouri

Owner's telephone number: (816) 325-7019

Owner's mailing address: 111 East Maple, Independence, MO 64050

IF SIGNER IS DIFFERENT FROM OWNER:

Name of signer: Zachary Walker

State basis of legal authority to sign: City Manager, authorized by resolution

Signer's telephone number 816-325-7170

Signer's mailing address: 111 E. Maple, Independence, MO 64050

If owner is an individual:
If owner is not an individual, state what type of entity:

- ☐ Single
- ☐ Married
- ☐ Corporation
- ☐ General Partnership
- ☐ Limited Partnership
- ☐ Limited Liability Company
- ☐ Partnership
- ☐ Urban Redevelopment Corporation
- ☐ Not-for-profit Corporation
- √ Other Municipal Corporation

Map and parcel numbers:

Tract 1	26-240-02-10-00-0-00-000 (Sermon Center)
Tract 2	26-240-02-08-00-0-00-000 (Sermon Center)
Tract 3	26-240-14-11-00-0-00-000 (Hiram Young Park)
Tract 4	26-240-14-13-00-0-00-000 (Hiram Young Park)
Tract 5	All that part of Dodgion Street right of way from Truman Road on the north to the railroad right of way on the south
Tract 6	All that part of Memorial Street right of way from Kansas Street on the north to Walnut Street on the south
Tract 7	26-240-13-01-00-0-00-000 (Vacant tract owned by Land Trust of Jackson County)

(Special Note: All tract numbers listed above represent those parcel taxation identification numbers assigned to those tracts by Jackson County, Missouri and represent those legal descriptions referenced therein, which are incorporated herein by this reference.)

Assessed value: $ $935,214.00.

2023 assessed value: $ $1,163,008.00.

By executing this petition, the undersigned represents and warrants that he or she is authorized to execute this petition on behalf of the property owner named immediately above.

Date: 6-14-18 Signature: Zachary Walker

STATE OF MISSOURI)
) SS
COUNTY OF Jackson)

Before me personally appeared Zachary Walker, to me personally known to be the individual described in and who executed the foregoing instrument.

WITNESS my hand and official seal this 14 day of June, 2018.

Donna M. Williams
Notary Public

My Commission Expires:
10/23/2019

DONNA M. WILLIAMS
Notary Public, Notary Seal
State of Missouri
Jackson County
Commission # 11258087
My Commission Expires October 23, 2019

{32849 / 69444; 804652. }

EXECUTION PAGE FOR PETITION TO ADD PROPERTY TO THE NOLAND ROAD COMMUNITY IMPROVEMENT DISTRICT

Name of owner: Land Trust of Jackson County

Owner's telephone number: (816) 221-3366 x 2

Owner's mailing address: 4035 Central Street, KCMO 64111

IF SIGNER IS DIFFERENT FROM OWNER:

Name of signer: Michael B. Hunter

State basis of legal authority to sign: Land Commissioner, authorized by Board of Trustees

Signer's telephone number 816-221-3366 x 2

Signer's mailing address: 4035 Central Street, KCMO 64111

If owner is an individual: ☐ Single ☐ Married

If owner is not an individual, state what type of entity:

☐ Corporation ☐ General Partnership

☐ Limited Partnership ☐ Limited Liability Company

☐ Partnership ☐ Urban Redevelopment Corporation

☐ Not-for-profit Corporation √ Other Municipal Corporation

Map and parcel numbers:

Tract 1	26-240-02-10-00-0-00-000 (Sermon Center)
Tract 2	26-240-02-08-00-0-00-000 (Sermon Center)
Tract 3	26-240-14-11-00-0-00-000 (Hiram Young Park)
Tract 4	26-240-14-13-00-0-00-000 (Hiram Young Park)
Tract 5	All that part of Dodgion Street right of way from Truman Road on the north to the railroad right of way on the south
Tract 6	All that part of Memorial Street right of way from Kansas Street on the north to Walnut Street on the south
Tract 7	26-240-13-01-00-0-00-000 (Vacant tract owned by Land Trust of Jackson County)

(Special Note: All tract numbers listed above represent those parcel taxation identification numbers assigned to those tracts by Jackson County, Missouri and represent those legal descriptions referenced therein, which are incorporated herein by this reference.)

Assessed value: $ $32.00.

2023 assessed value: $ $416.00.

By executing this petition, the undersigned represents and warrants that he ~~or she~~ is authorized to execute this petition on behalf of the property owner named immediately above.

Date: 6-7-18 Signature: Michael B. Hunter Land Commissioner

STATE OF MISSOURI)
) SS
COUNTY OF JACKSON)

Before me personally appeared Michael B. Hunter, to me personally known to be the individual described in and who executed the foregoing instrument.

WITNESS my hand and official seal this 7 day of June, 2018.

Karen M Garcia
Notary Public

My Commission Expires:
12/9/18

KAREN M. GARCIA
Notary Public - Notary Seal
State of Missouri
Commissioned for Jackson County
My Commission Expires: December 09, 2018
Commission Number: 14426204

City Clerk Verification

Pursuant to Sections 67.1401 to 67.1571 of the Revised Statutes of Missouri (the "CID Act"), I, the undersigned, City Clerk of the City of Independence, Missouri, state the following:

1. A petition to add property to the Noland Road Community Improvement District was filed with the City Clerk on 8-21-2024
2. I have reviewed the petition and have determined on 8-28-2024, which does not exceed ninety days after receipt of the petition, that the petition substantially complies with the requirements of Section 67.1421.2 and Section 67.1441 of the CID Act.
3. On 8-28-2024, 2024, I delivered the verified petition to the City Council.

(SEAL)

Date 8.28., 2024

Susanne Holland

Susanne Holland
City Clerk, City of Independence, Missouri

EXHIBIT A
BOUNDARY DESCRIPTION AND MAP OF PROPERTY TO BE ADDED TO THE DISTRICT

Tract 1:

26-240-02-10-00-0-00-000	WALDO & NORRIS ADD, BEG NW COR BLK 1 TH E 560' TH S 190' TH W 10' TH N 10' TH, SWLY ALG NLY LI OF RR ROW TO PT ON S LI SD BLK 1 TH W 130', TH N TO POB, (EX PT IN TRUMAN RD)

Tract 2:

26-240-02-08-00-0-00-000	WALDO & NORRIS ADD, PT LOTS 4, 5 & 6 BLK 4 LY W OF MO PAC RY ROW

Tract 3:

26-240-14-11-00-0-00-000	WALDO & NORRIS ADD, LOTS 4, 5 & 6 & PT LOT 3 BLK 8 NOT IN ROW

Tract 4:

26-240-14-13-00-0-00-000	WALDO & NORRIS ADD, LOTS 7, 8 & 9 BLK 8 (EX PT IN ROW)

Tract 5:

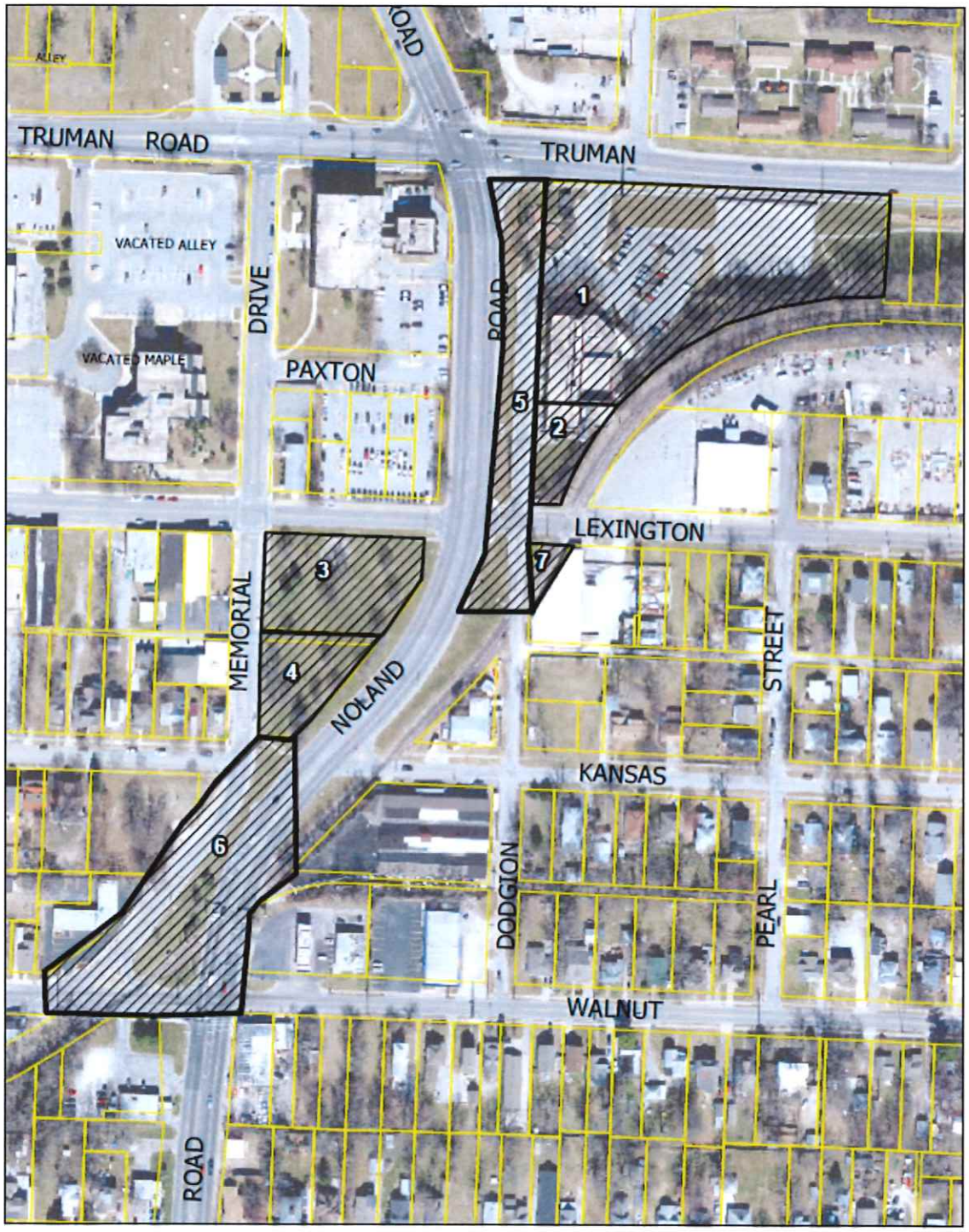
All that part of Dodgion Street right of way from Truman Road on the north to the railroad right of way on the south.

Tract 6:

All that part of Memorial Street right of way from Kansas Street on the north to Walnut Street on the south.

Tract 7:

26-240-13-01-00-0-00-000	WALDO & NORRIS ADD, SMALL DIAG PIECE 20.5' X 12.25' IN NW COR LOT 6 BLK 7



N

1 inch = 200 feet

Exhibit A

EXHIBIT B
BOUNDARY DESCRIPTION AND MAP OF COMMUNITY IMPROVEMENT DISTRICT

All that part of Sections 2, 11, 14, 23 and 26, Township 49 North, Range 32 West, in the City of Independence, Missouri, described as follows:

Beginning at the northwest corner of Lot 19-A, Clarendon Place-Replat A, said point being on the easterly right of way line of Noland Road; thence easterly along the north line of said Lot 19-A to the northeast corner thereof; thence southerly along the east line of said Lot 19-A and its southerly extension thereof to the south right of way line of 23rd Street; thence easterly, along said right of way line to a point 10 feet east of the east line of Lot 1, Block 1, Walnut Place; thence southerly, parallel with and 10 feet east of the east line of Lots 1, 8, 9 and 12, of said Block 1 to a point 10 feet east of the southeast corner of said Lot 12; thence westerly, along the south line of said Lot 12, and its extensions thereof to a point on the east line of the west half a vacated alley lying east of and adjacent to Lots 14, 15, 18 and 19, of said Block 1; thence southerly along the east line of said vacated alley to the north right of way line of E. Fair Street; thence westerly, along said right of way line to the east right of way line of Noland Road; thence southerly to a point on the westerly extension of the north line of Lot 6, Block 9 of said Walnut Place, said point being on the east right of way line of Noland Road; thence easterly to the northeast corner of the west 100.75 feet of said Lot 6; thence southerly to the southeast corner of the west 100.75 feet of said Lot 6; thence easterly along the south line of said Lot 6 to the southeast corner thereof; thence southerly, along the east line of Lots 6, 7, 10, 11 and 14, of said Block 9 and the east line of Lots 1 thru 5, Gudgell Park to the southeast corner of said Lot 5; thence southerly to the northeast corner of Lot 6 of said Gudgell Park; thence southerly, along the east line of Lots 6 thru 15 of said Gudgell Park, to the southeast corner of said Lot 15; thence southerly to the northeast corner of Lot 16 of said Gudgell Park; thence southerly, along the east line of Lots 16 thru 23 of said Gudgell Park to the southeast corner of said Lot 23; thence westerly, along the south line of said Lot 23 to the northwest corner of the east 50 feet of Lots 24 and 25 of said Gudgell Park; thence southerly, along the west line of said Lots 24 and 25 to the south line of said Lot 25; thence southerly to the northeast corner of Lot 1, WF Grube's Subdivision; thence southerly, along the east line of Lots 1 and 2 of said WF Grube's Subdivision to the southeast corner of said Lot 2; thence easterly to the northeast corner of the south 55 feet of Lot 20 of said WF Grube's Subdivision; thence southerly, along the east line of Lots 2, 4, 5 and 6 of said WF Grube's Subdivision to the north line of Lot 2 of Andes and Roberts Addition; thence westerly, along the north line of said Lot 2 to the northwest corner thereof; thence southerly, along the west line of Lots 2 and 3 of said Andes and Roberts Addition to the southwest corner of said Lot 3; thence easterly, along the south line of said Lot 3 to the northeast corner of the west 75 feet of Lots 12 and 13 of WF Grube's Subdivision; thence southerly, along the east line of the west 75 feet of said Lots 12 and 13 to the south line of said Lot 12; thence easterly to the northwest corner of Lot 50 of Andes and Roberts Addition; thence southerly, along the west line of Lots 50 thru 59 of said Andes and Roberts Addition to the southwest corner of said Lot 59; thence southwesterly to the northeast corner of Lot 4 of Bellevista Heights; thence southerly, along the east line of said Lot 4 to the southeast corner thereof; thence southerly to the intersection of the southerly right of way line of E. Bellevista Drive and the westerly right of way line of S. High Street; thence southerly along the westerly right of way line of said S. High Street to its intersection with the northerly right of way line of E. Partridge Avenue; thence southwesterly, perpendicular to the said northerly right of way line of E. Partridge Avenue to the southerly right of way line of E. Partridge Avenue; thence northwesterly, along said southerly right of way line to the northwest corner of a tract of land described and recorded in Document 2003I0059991; thence southerly, along the west line of said tract to the north right of way line of the Gulf, Mobile & Ohio Railroad; thence westerly, along said north right of way line to the east right of way line of Noland Road; thence southerly, along the east right of way line of said Noland Road to the south right of way line of the Gulf, Mobile & Ohio Railroad; thence easterly, along said south right of way line, to a point on the north line of the southeast quarter of said Section 14, said point being 104.42 feet east of the northeast corner of Lot 1, Dodgion Business Center;

thence westerly, along the north line of the southeast quarter of said Section 14 to the northeast corner of said Lot 1; thence southeasterly, along the north line of said Lot 1 to the southeast corner thereof; thence westerly, along the south line of said Lot 1, to the westerly right of way line of S. Dodgion Avenue; thence southerly, along the westerly right of way line of said S. Dodgion Avenue to the north right of way line of E. 32nd Street; thence southeasterly to the northeast corner of Lot 1 of Herald House; thence southerly to the southeast corner thereof; thence westerly, along the south line of said Lot 1 to a point that is 292 feet east of the east right of way line of Noland Road; thence southerly 334. 3 feet; thence westerly 292 feet to the east right of way of Noland Road; thence southerly, along the east right of way of said Noland Road to the north line of a tract of land described and recorded in Document 1966I0884635; thence easterly, along said north line to the northeast corner thereof; thence southerly, along the east line thereof to the north right of way line of 35th Street; thence southwesterly to the southerly right of way line of 35th Street, said point being on the west line of Lot 3 of Schowengerdt Farm; thence southerly, along the west line of said Lot 3 to the southwest corner thereof; thence easterly, along the south line of said Lot 3 to the northwest corner of Lot 149 of Stewart Heights; thence southerly, along the west line of Lots 149 thru 140 of said Stewart Heights to the north right of way line of 37th Street; thence westerly, along said north right of way line, to the northerly extension of the east line of Lot 1, Edgevale; thence southerly, along said extension and the east line of Lots 1 thru 8 of said Edgevale to the southeast corner of said Lot 8, said point being also the northwest corner of Lot 27 of said Edgevale; thence easterly, along the north line of said Lot 27 to the northeast corner of the west 50 feet of Lots 26 and 27 of said Edgevale; thence southerly, along the east line thereof to the north right of way line of 39th Street; thence southeasterly to the southerly right of way line of 39th Street, said point being on the west line of Lot 29 of Woodridge; thence southerly, along the west line of Lots 29 thru 34 of said Woodridge to the southwest corner of said Lot 34; thence easterly, along the south line of Lots 34 and Lots 28 thru 19 of said Woodridge to the west line of Lot 37 of Brookwood #2; thence southerly, along the west line of Lots 37 thru 38 and 64 thru 72 of said Brookwood #2 to the most southerly corner of said Lot 72; thence southerly to the south right of way line of U.S. Interstate 70, said point being the northwest corner of Lot 17 of Hidden Creek Office Park 4th Plat; thence westerly, along the south right of way line of said U.S. Interstate 70 to the east right of way line of Noland Road; thence southerly, along the east right of way line of said Noland Road to the north right of way line of E. 42nd Street; thence easterly, along the north right of way line of E. 42nd Street to the southwest corner of Lot 17 of Hidden Creek Office Park 4th Plat; thence southwesterly to the southerly right of way line of E. 42nd Street, said point being on the east line of Lot 14 of South Noland Heights; thence southerly, along the east line thereof to the southeast corner thereof; thence westerly, along the south line of Lots 14, 13 and 10 of said South Noland Heights to the northwest corner of Lot 9 of Resurvey of Tract "A" of Tomasha Village; thence southerly, along the west line of Lots 9 and 8 of said Resurvey of Tract "A" of Tomasha Village to the southwest corner of said Lot 8; thence westerly to the northwest corner of the north 100 feet of the south 440 feet of the east 120 feet of Tract "A" of Tomasha Village; thence southerly to the southeast corner thereof; thence westerly to the northwest corner of the north 100 feet of the south 340 feet of the east 150 feet of said Tract "A"; thence westerly to the easterly right of way line of Noland Road; thence southerly, along said easterly right of way line to the south line of Tract "C" of said Tomasha Village; thence easterly, along said south line to the northeast corner of a tract of land described and recorded in Document 1997I0000321 said point being 300 feet east of the southwest corner of said Tract "C"; thence southerly, along the east line of said tract and its southerly extension thereof to the north line of Lot 1 of Independence Plaza; thence easterly, along the north line of Lots 1 and 4 of said Independence Plaza to the northeast corner of said Lot 4, said point being on the east line of a tract of land described and recorded in Document 1967I0905794; thence northerly, along said east line to the south line of Lot 70 of Tomasha Village; thence southeasterly, along the south line of Lots 70 thru 75 of said Tomasha Village to the northeast corner of a tract of land described and recorded in Document 2001E0087248; thence southerly along the east line of said tract to the southerly Independence City limits line; thence westerly, along said City limits line to the northwest corner of Lot 2 of Independence Plaza; thence southerly, along the west line of said Lot 2 to the northerly right of way line of U.S. Highway No. 40; thence southerly, to the southerly right of way line of U.S. Highway No. 40, said point being on the northwesterly line of Lot 5 of the Amended Plat of Hawthorne

Square; thence southerly and westerly along the northwesterly line of said Lot 5 to the east right of way line of Noland Road; thence westerly to the westerly right of way line of Noland Road, said point being on the southerly Independence City limits line; thence westerly, along the said City limits line to the west line of Tract 5 of Plaza 40 Shopping Center Phase 2; thence northeasterly, along the west line of said Tract 5, to the southerly right of way line of U.S. Highway No. 40; thence northerly to the intersection of the northerly right of way line of U.S. Highway No. 40 and the easterly right of way line of Washington Avenue; thence easterly along the northerly right of way line of U.S. Highway No. 40 to westerly right of way line of Noland Road; thence northerly along the westerly right of way of Noland Road to the easterly extension of the south line of Lot 58, Holiday Hills; thence westerly to the southeast corner of Lot 58 of said Holiday Hills; thence northerly, along the east line of Lots 58, 47, 46, 35, 34, 28 and 27 of said Holiday Hills and their northerly extension thereof to the north right of way line of 43rd Street; thence easterly, along said right of way line to the east line of Lot 1 of Holiday Hills; thence northerly, along said east line, to the south line of Tract 6 of Byron Les Commercial Subdivision; thence easterly, along the said south line to the east line thereof; thence northerly, along the said east line and its northerly extension thereof to the north right of way line of 42nd Street Terrace; thence easterly, along the said north right of way line to the southeasterly line of Lot 2 of RAJ-Prashant Subdivision; thence northerly and easterly, along said southeasterly line to the west right of way line of Noland Road; thence northerly, along said west right of way line to the north line of said Lot 2; thence northwesterly, along said north line to the southeast corner of Lot 1 of said RAJ-Prashant Subdivision; thence northerly, along the east line of said Lot 1 to the northeast corner thereof, said point being the northwest corner of a tract of land described and recorded in Document 1990I0969754; thence easterly, along the north line of said tract to the westerly right of way line of Noland Road; thence northerly, along said westerly right of way line to the southerly right of way line of U.S. Interstate 70; thence westerly along the southerly right of way line of U.S. Interstate 70 to the northwest corner of Lot 2A Les Byron Commercial Subdivision, thence northerly, perpendicular to the south right of way line of U.S. Interstate 70 to the north right of way line of U.S. Interstate 70; thence easterly, along the north right of way line of U.S. Interstate 70 to the westerly right of way line of Noland Road; thence northerly, along the westerly right of way line of Noland Road to a point 178.36 feet south of the northeast corner of Lot 4, Reich Commercial Subdivision; thence southwesterly along the east line of said Lot 4 to the south line of a tract of land described and recorded as Tract 1 in Document 2007E0115714; thence northwesterly, along said south line to the west line of said Lot 4; thence northerly, along said west line to the southerly right of way line of Lynn Court Drive; thence westerly, along the said southerly right of way to the south line of Lot 1 of said Reich Commercial Subdivision; thence westerly, along said south line to the west line of said Lot 1; thence northerly, along the said west line to the northwest corner of said Lot 1, said point being the southwest corner of Lot 5 of Old Town Park; thence northerly, along the west line of Lots 5 thru 1 of said Old Town Park and their northerly extension thereof to the northerly right of way line of 39th Street; thence easterly, along said northerly right of way line to the intersection of the easterly right of way line of Lynn Street; thence northerly, along said easterly right of way line and the east line of Lot 164 of Hall Manor to the south line of Lot 2 of Noland Road View; thence easterly, along said south line to the west line of the east 387 feet of Lots 1 and 2 of said Noland View; thence northerly, along said west line to the north line of said Lot 1; thence easterly, along said north line to the east line of the west 30 feet of Lots 3 and 4 of Mann Addition; thence northerly, along said east line to the south line of Lot 2 of said Mann Addition; thence westerly, along said south line to the west line of said Lot 2; thence northerly, along said west line to the southwest corner of Lot 1 of said Mann Addition; thence westerly, along the westerly extension of the south line of said Lot 1 to a point 93 feet westerly thereof; thence northerly, parallel to the west line of said Lot 1 to the south line of Lot 5 of A & E Addition; thence easterly, along the south line of said Lot 5 to the west line of the east 410 feet of said Lot 5; thence northerly, along said west line to the southeast corner of Lot 9 of A & E Addition; thence northerly, along the east line of said Lot 9 to the southerly right of way line of Noland Court; thence northwesterly along the southerly right of way line of Noland Court to the south line of Lot 10 of A & E Addition; thence westerly, along said south line to the west line of said Lot 10; thence northeasterly, along the west line of Lots 10, 17 and 18 of said A & E Addition to the northwest corner of said Lot 18, said point being the southwest corner of Lot 2 of Noland Road at 35th Street

Addition; thence northeasterly, along the west line of Lot 2 and 1 of said Noland Road at 35th Street Addition to the northwest corner of said Lot 1; thence westerly to the most southerly corner of Lot 1 of Oscar Schowengerdt Addition; thence northerly, along the west line of said Lot 1 to the southerly right of way line of 35th Street; thence westerly, along said southerly right of way line to a point on the southerly extension of the east right of way line of Weatherford Road; thence northerly, along said southerly extension to the southwest corner of Lot 2 of Cargo Largo, said point being on the easterly right of way line of Weatherford road; thence northerly, along the said easterly right of way line to the south line of a tract of land described and recorded as Tract 1 in Document 2011E0007465; thence easterly, along the south line thereof to the southeast corner thereof; thence northerly, along the east line thereof to the north line of Lot 1 of said Cargo Largo; easterly, along the north line of said Lot 1 and the south line of Lot 2 of Mico Addition to the southeast corner of said Lot 2; thence northerly, along the east line of said Lot 2 to the southerly right of way line of 31st Street; thence easterly, along said southerly right of way line to the westerly right of way line of Union Pacific Railroad; thence northerly, along said westerly right of way line to the southeast corner of Lot 11 of South Osage Acres, said point being on the northerly right of way line of Osage Street; thence northeasterly to the intersection of the easterly right of way line of Union Pacific Railroad and the westerly right of way line of Noland Road; thence northwesterly, along the easterly right of way of the Union Pacific Railroad to the south line of Lot 115 of Martha's Vineyard, said point being on the south line of vacated Francis Street; thence easterly, along the north line of said Lot 115 to the southerly extension of the west line of Lots 61 thru 67 of said Martha's Vineyard; thence northerly, along said west line to the south line of said Lot 64; thence westerly to the west line of the east half of a vacated alley lying west of and adjacent to said Lots 64 thru 62; thence northerly, along the said west line to the westerly extension of the north line of said Lot 62; thence easterly to the northwest corner of said Lot 62; thence northerly to the northwest corner of the south 48 feet of said Lot 61; thence easterly, along the north line of the south 48 feet of said Lot 61 and the north line of vacated Main Street to the easterly right of way line of said Main Street; thence northerly, along said easterly right of way line to the north line of Lot 50 of said Martha's Vineyard; thence easterly, along said north line to the east line thereof; thence northerly, along the east line of Lots 50 thru 54 of said Martha's Vineyard to the south line of Lot 1, Block 5 of Hawthorne Place; thence westerly, along said south line to a point 65 feet east of the southwest corner of said Lot 1; thence northerly to the southwest corner of Lot 7, Block 5 of said Hawthorne Place; thence northeasterly, along the south line of Lots 7 and 6 to the southeast corner of said Lot 6; thence northwesterly, along the east line of said Lot 6 to the southeasterly right of way line of Southside Boulevard; thence northerly to the northwesterly right of way line of Southside Boulevard, said point being on the southwesterly line of Lot 6 of Millard's Second Addition; thence northeasterly, along the said northwesterly right of way line to the south line of Lot 8, Block 1 of Hawthorne Place; thence northwesterly, along the south line of said Lot 8 to the west line thereof; thence northerly, along the west line of Lots 8 thru 3, Block 1 of said Hawthorne Place to the northwest corner of Lot 3, Block 1 of said Hawthorne Place; thence easterly, along the north line of said Lot 3 to the east line of the west 52 feet of Lots 1 and 2, Block 1 of said Hawthorne Place; thence northerly, along said west line to the south right of way line of 23rd Street; thence northerly to the north right of way line of 23rd Street, said point being on the west line of the east 149.05 feet of Lots 14 thru 16, Block 5 of Clarendon Place; thence northerly along said west line to the north line of said Lot 14; thence easterly, along the north line of said Lot 14 to the westerly right of way line of Noland Road; thence northerly along said westerly right of way line and its northerly extension thereof to the centerline of Truman Road; thence easterly along the centerline of Truman Road to the northerly extension of the easterly right of way line of Noland Road; thence southerly, along the easterly right of way line of Noland Road to the northwest corner of Lot 19-A, Clarendon Place-Replat A and the Point of Beginning.

Plus, the following property added to the District:

Tract 1:

26-240-02-10-00-0-00-000	WALDO & NORRIS ADD, BEG NW COR BLK 1 TH E 560' TH S 190' TH W 10' TH N 10' TH, SWLY ALG NLY LI OF RR ROW TO PT ON S LI SD BLK 1 TH W 130', TH N TO POB, (EX PT IN TRUMAN RD)

Tract 2:

26-240-02-08-00-0-00-000	WALDO & NORRIS ADD, PT LOTS 4, 5 & 6 BLK 4 LY W OF MO PAC RY ROW

Tract 3:

26-240-14-11-00-0-00-000	WALDO & NORRIS ADD, LOTS 4, 5 & 6 & PT LOT 3 BLK 8 NOT IN ROW

Tract 4:

26-240-14-13-00-0-00-000	WALDO & NORRIS ADD, LOTS 7, 8 & 9 BLK 8 (EX PT IN ROW)

Tract 5:

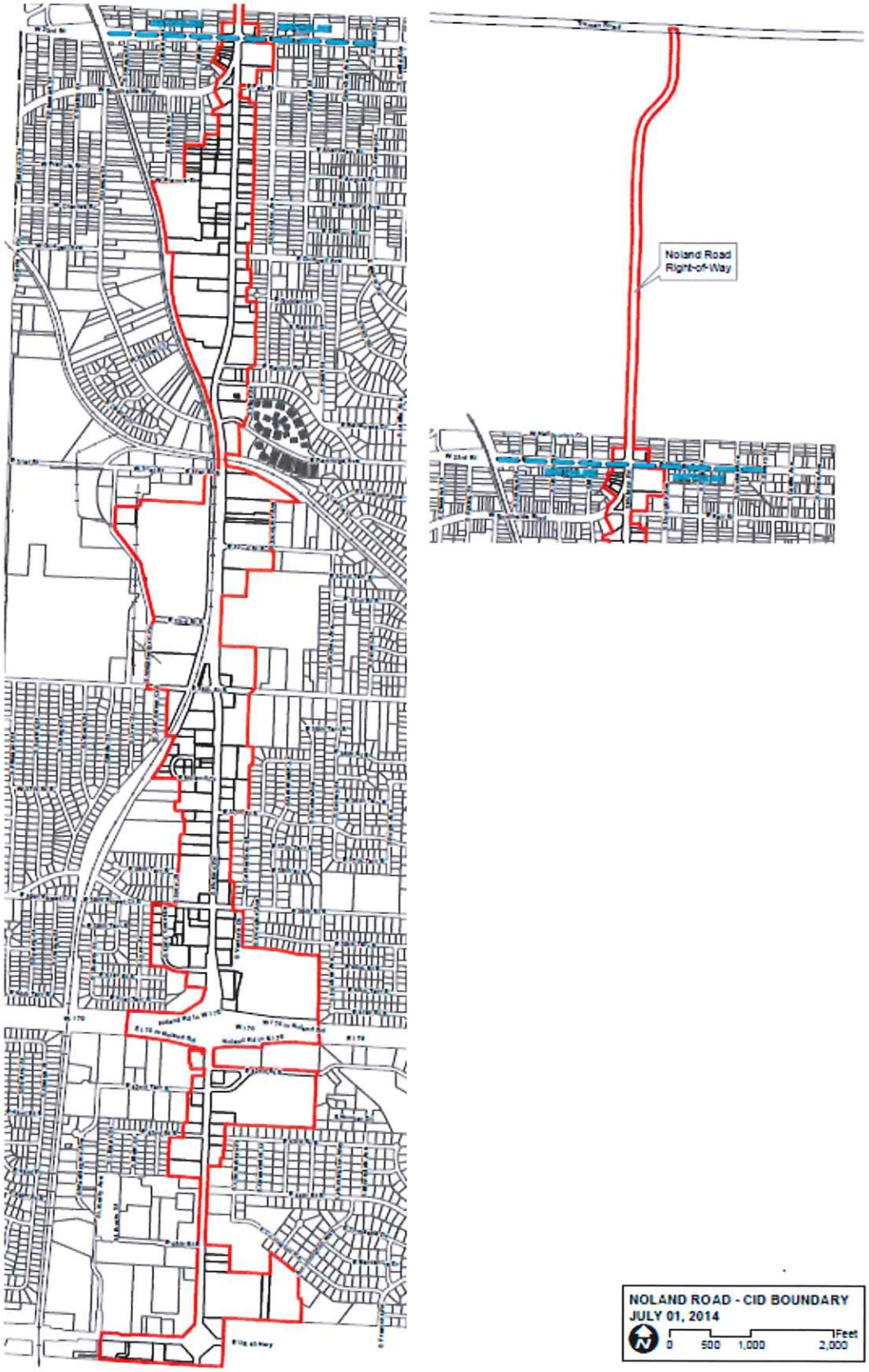
All that part of Dodgion Street right of way from Truman Road on the north to the railroad right of way on the south.

Tract 6:

All that part of Memorial Street right of way from Kansas Street on the north to Walnut Street on the south.

Tract 7:

26-240-13-01-00-0-00-000	WALDO & NORRIS ADD, SMALL DIAG PIECE 20.5' X 12.25' IN NW COR LOT 6 BLK 7


Noland Road
Right-of-Way
NOLAND ROAD - CID BOUNDARY
JULY 01, 2014
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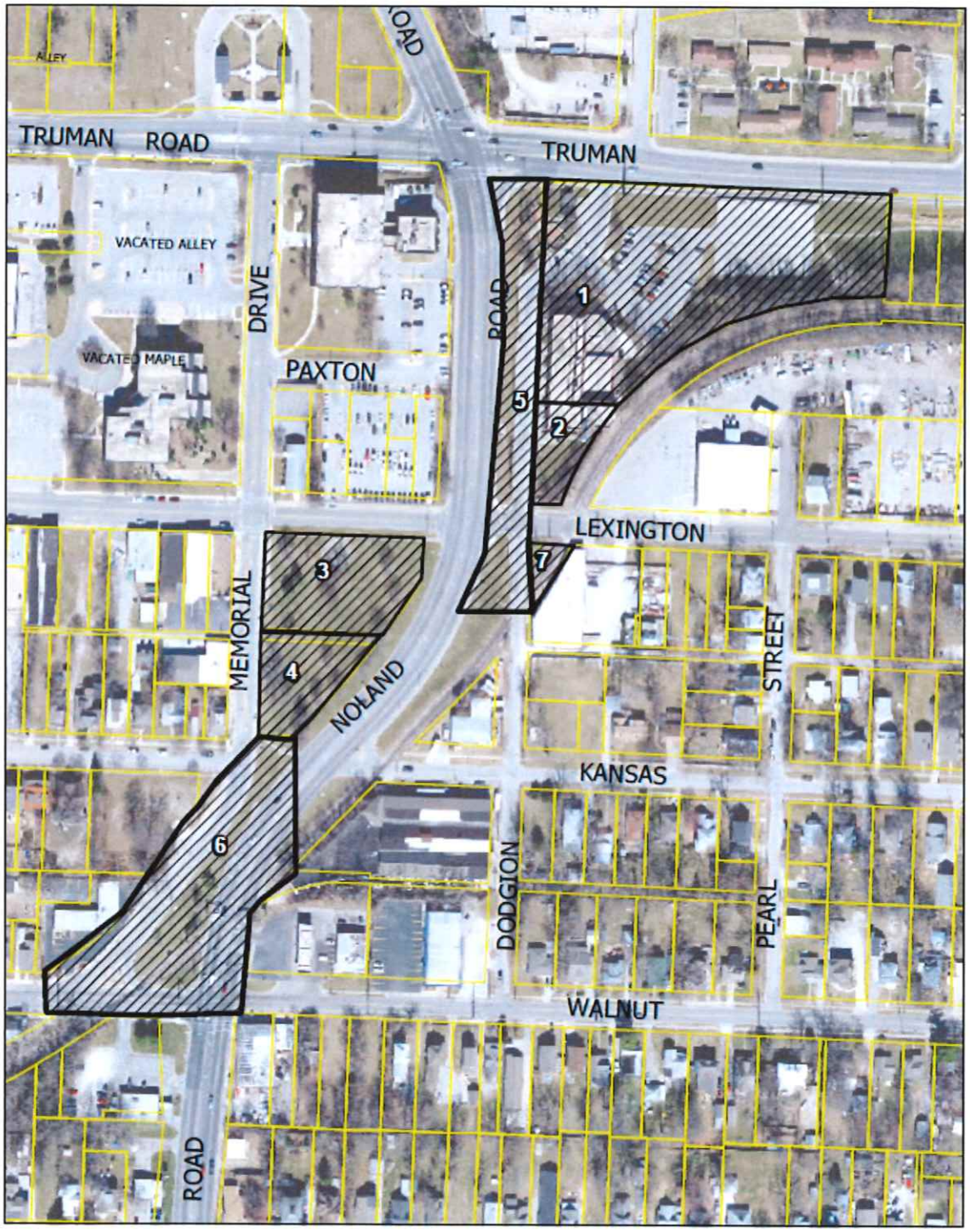


N

1 inch = 200 feet

Exhibit A

EXHIBIT C
PROPERTY OWNERSHIP AND ASSESSED VALUE OF ADDITIONAL PROPERTY

All Property Owned by the City of Independence, MO		Assessed Value	2023 Assessed Value
Tract 1:	301 East Truman Road (Sermon Center) Independence MO 64050	$792,028.00	$956,576.00
Tract 2:	300 East Lexington Road (Sermon Center) Independence MO 64050	$13,268.00	$ 19,200.00
Tract 3:	104 South Noland Road (Hiram Young Park) Independence MO 64050	$85,322.00	$ 122,816.00
Tract 4:	110 S. Noland Road (Hiram Young Park) Independence MO 64050	$44,596.00	$ 64,416.00
Tract 5:	All that Part of Dodgion Street right of way from Truman Road on the north to railroad right of way on the south	$0.00	$0.00
Tract 6:	All that part of Memorial Street right of way from Kansas Street on the north to Walnut Street on the south	$0.00	$0.00
Tract 7:	No address for small tract bounded by Lexington Street, railroad right of way, Dodgion Street and Noland Road, formerly owned by Land Trust of Jackson Co, MO	$32.00	$416.00
	Total Assessed Value	$935,246.00	$1,163,424.00

EXCERPT OF MINUTES OF MEETING

The Board of Directors, the governing body of the Noland Road Community Improvement District, met on July 20, 2023, at 3:00 p.m., at District's offices, 4315 S. Noland Road, Independence, Missouri, and by telephone. The following officials were present or absent as indicated:

	Present/Absent
Karen Downey, Director, Chairperson	Present
Charlie Franklin, Director	Present (phone)
Ken McClain, Director, Secretary/Asst. Treasurer	Present
Carlos Ledezma, Director, Treasurer/Asst. Secretary	Absent
Gerry Winship, Executive Director (non-director)	Present

A quorum was present and called the meeting to order.

****

(Other Proceedings)

****

The matter of authorizing the acquisition and annexation of approximately 10 yards of real property was considered and discussed as set forth below:

Ken commented on rendering of proposed landscaping for the area along the SW ramp (in front of Five Guys and Quality Inn). There is a small strip of land (roughly 10 yards) owned by the hotel and is not in the District's boundaries. It is Counsel's opinion the District should annex this tiny parcel through petition filing. Upon discussion and motion by Charlie Franklin and second by Ken McClain, the Board authorized and directed Counsel to take steps necessary for annexing this parcel into the District.

****

(Other Proceedings)

****

There being no other business at this time, upon motion duly made, seconded and carried, the meeting thereupon was adjourned.

Becky Ziegler

Becky Ziegler, Recording Secretary

SECOND PETITION TO THE CITY OF INDEPENDENCE, MISSOURI

TO <u>ADD PROPERTY</u> TO THE

NOLAND ROAD COMMUNITY IMPROVEMENT DISTRICT

SECOND PETITION TO ADD PROPERTY TO THE NOLAND ROAD COMMUNITY IMPROVEMENT DISTRICT

To the City Council of the City of Independence, Missouri ("City"):

The **Noland Road Community Improvement District** ("District") was formed by approval of the Petition for Formation of the District ("Formation Petition") through the adoption of Ordinance No. 18400 on December 15, 2014 ("Formation Ordinance"). The City previously signed a petition ("First Amendment Petition") to add property owned by the City to the District, which property is legally described on Page B-5 attached to this Petition and is shown on the map attached to this Petition on Page B-7 ("First Amendment Petition Property"). The First Amendment Petition, however, was not presented to the City Clerk for approval by the City Council. The District intends to submit the First Amendment Petition and this Petition to the City Clerk for approval by the City Council in the same ordinance. This Petition assumes that the First Amendment Petition Property will be added to the District contemporaneously with the Additional Property (as defined below). The Formation Petition, the Formation Ordinance, and the First Amendment Petition are collectively referred to as the "Formation Documents".

Desai Prashant & RAJ Trust ("Property Owner") is the owner of certain property adjacent to District and respectfully requests this property be added to the District for the mutual benefit of the Property Owner and District. The undersigned, collectively representing:

(1) the owners collectively owning more than fifty percent by assessed value of the real property that is proposed to be added to the District; and

(2) more than fifty percent per capita of all owners of the real property that is proposed to be added to the District,

do hereby petition and request that the City **add property** to the District pursuant to Sections 67.1441, RSMo, as further described in this Petition.

Section 67.1441.2, RSMo, provides that a proper petition to add property to a community improvement district is one which meets the requirements of Section 67.1421, RSMo, which requirements shall only apply as to the real property proposed to be added to the district. Accordingly, this Petition contains the information required by Section 67.1421 as it relates to the property proposed to be added to the District. The Formation Documents remain unmodified except as specified in this Petition relating to the property to be added to the District.

A. Proposed District Name. No change – see Formation Petition.

B. Legal Description and Map. A legal description and map of the property to be added to the District ("Additional Property") are attached hereto as **Exhibit A**. A legal description and map of the District, including the Additional Property added to the District by this Petition, is attached as **Exhibit B**.

C. Five Year Plan. No change – see Formation Documents.

D. Establishment as Political Subdivision. No change – see Formation Documents.

E. Appointment of Directors. No change – see Formation Documents.

F. Total Assessed Value. The estimated total assessed value of Additional Property is $15,862.00. Parcel ownership and assessed value information of the Additional Property is set forth in **Exhibit C**.

G. Blighted Area Determination. No change – see Formation Documents.

H. Term of Existence. No change – see Formation Documents.

I. Sales Tax. No change – see Formation Petition. Sales tax authorized by Formation Petition and Formation Ordinance shall apply to the Additional Property.

J. Real Estate Tax and Business License Tax. No change – see Formation Documents.

K. Maximum Special Assessment. No change – see Formation Documents.

L. No Borrowing Capacity Limitation. No change – see Formation Documents.

M. No Revenue Limitations. No change – see Formation Documents.

N. No Power Limitation. No change – see Formation Documents.

O. Petitioner Withdrawal Right Notice. **THE SIGNATURE OF THE SIGNER OF THIS PETITION MAY NOT BE WITHDRAWN FROM THIS PETITION LATER THAN SEVEN (7) DAYS AFTER THE FILING HEREOF WITH THE CITY CLERK.**

EXECUTION PAGE FOR SECOND PETITION TO ADD PROPERTY TO THE NOLAND ROAD COMMUNITY IMPROVEMENT DISTRICT

Name of owner: Revocable Living Trust of Prashant Desai and RAJ Bhikhubhai J. Bhakta, Trustee

Owner's telephone number: _____

Owner's mailing address: 4142 S. Noland Road, Independence MO 64055

IF SIGNER IS DIFFERENT FROM OWNER:

Name of signer: Paul Desai

State basis of legal authority to sign: _____

Signer's telephone number 816-305-6056

Signer's mailing address: 2310 Wible Rd, Bakersfield, CA 93304

If owner is an individual: ☐ Single ☒ Married

If owner is not an individual, state what type of entity: ☐ Corporation ☐ General Partnership ☐ Limited Partnership ☐ Limited Liability Company ☐ Partnership ☐ Urban Redevelopment Corporation ☐ Not-for-profit Corporation √ Other TRUST

Parcel Numbers: part of parcel # 33-230-10-21-00-0-00-000

(Special Note: All tract numbers listed above represent those parcel taxation identification numbers assigned to those tracts by Jackson County, Missouri and represent those legal descriptions referenced therein, which are incorporated herein by this reference.)

Assessed value: $15,862.00 (estimated based on the pro rata square footage of the Additional Property compared to the square footage of the entire parcel)

By executing this petition, the undersigned represents and warrants that he or she is authorized to execute this petition on behalf of the property owner named immediately above.

Date: May 22nd, 2024 Signature: _____

STATE OF MISSOURI)
) SS
COUNTY OF Jackson)

Before me personally appeared Paul Desai, to me personally known to be the individual described in and who executed the foregoing instrument.

WITNESS my hand and official seal this 22nd day of May, 2024.

Heather Benker
Notary Public

My Commission Expires: 07/25/2027

HEATHER BENKER
Notary Public, Notary Seal
State of Missouri
Jackson County
Commission # 14631786
My Commission Expires 07-25-2027

City Clerk Verification

Pursuant to Sections 67.1401 to 67.1571 of the Revised Statutes of Missouri (the "CID Act"), I, the undersigned, City Clerk of the City of Independence, Missouri, state the following:

1. A petition to add property to the Noland Road Community Improvement District was filed with the City Clerk on 8-21-2024
2. I have reviewed the petition and have determined on 8-28-2024, which does not exceed ninety days after receipt of the petition, that the petition substantially complies with the requirements of Section 67.1421.2 and Section 67.1441 of the CID Act.
3. On 8-28-2024, 2024, I delivered the verified petition to the City Council.

(SEAL)

Date 8.28, 2024

Susanne Holland

Susanne Holland
City Clerk, City of Independence, Missouri

EXHIBIT A
BOUNDARY DESCRIPTION AND MAP OF PROPERTY TO BE ADDED TO THE DISTRICT

Boone 4142
017-22200-400-400001
August 30, 2023

Property Description

Part of Lot 1A, RAJ-PRASHANT – Replat A, Lots 1A & 2A, a subdivision of land in the Southwest Quarter of Section 23, Township 49 North, Range 32 West of the 5th Principal Meridian in City of Independence, Jackson County, Missouri being bounded and described by or under the direct supervision of Jeffrey P. Means P.L.S. 2000147866, for the purpose of a Landscape Annexation Area as follows: Beginning at the northeast corner of said Lot 1A, also being the southwest intersection point of Noland Road and U.S. Interstate Highway Route 70; thence South 01°21'40" East, on the westerly right-of-way line of said Noland Road, 41.80 feet; thence leaving said westerly right-of-way line, South 88°38'20" West, 21.00 feet; thence North 01°21'40" West, 35.00 feet; thence North 89°28'48" West, 150.08 feet; thence North 80°20'18" West, 11.21 feet; thence North 01°21'40" West, 33.14 feet to a point on the southerly right-of-way line of said U.S. Interstate Highway Route 70; thence on said southerly right-of-way line, South 80°57'29" East, 185.04 feet to the Point of Beginning. Containing 4,578 square feet or 0.11 acres, more or less.

Landscape Area

EXHIBIT B
BOUNDARY DESCRIPTION AND MAP OF COMMUNITY IMPROVEMENT DISTRICT

All that part of Sections 2, 11, 14, 23 and 26, Township 49 North, Range 32 West, in the City of Independence, Missouri, described as follows:

Beginning at the northwest corner of Lot 19-A, Clarendon Place-Replat A, said point being on the easterly right of way line of Noland Road; thence easterly along the north line of said Lot 19-A to the northeast corner thereof; thence southerly along the east line of said Lot 19-A and its southerly extension thereof to the south right of way line of 23rd Street; thence easterly, along said right of way line to a point 10 feet east of the east line of Lot 1, Block 1, Walnut Place; thence southerly, parallel with and 10 feet east of the east line of Lots 1, 8, 9 and 12, of said Block 1 to a point 10 feet east of the southeast corner of said Lot 12; thence westerly, along the south line of said Lot 12, and its extensions thereof to a point on the east line of the west half a vacated alley lying east of and adjacent to Lots 14, 15, 18 and 19, of said Block 1; thence southerly along the east line of said vacated alley to the north right of way line of E. Fair Street; thence westerly, along said right of way line to the east right of way line of Noland Road; thence southerly to a point on the westerly extension of the north line of Lot 6, Block 9 of said Walnut Place, said point being on the east right of way line of Noland Road; thence easterly to the northeast corner of the west 100.75 feet of said Lot 6; thence southerly to the southeast corner of the west 100.75 feet of said Lot 6; thence easterly along the south line of said Lot 6 to the southeast corner thereof; thence southerly, along the east line of Lots 6, 7, 10, 11 and 14, of said Block 9 and the east line of Lots 1 thru 5, Gudgell Park to the southeast corner of said Lot 5; thence southerly to the northeast corner of Lot 6 of said Gudgell Park; thence southerly, along the east line of Lots 6 thru 15 of said Gudgell Park, to the southeast corner of said Lot 15; thence southerly to the northeast corner of Lot 16 of said Gudgell Park; thence southerly, along the east line of Lots 16 thru 23 of said Gudgell Park to the southeast corner of said Lot 23; thence westerly, along the south line of said Lot 23 to the northwest corner of the east 50 feet of Lots 24 and 25 of said Gudgell Park; thence southerly, along the west line of said Lots 24 and 25 to the south line of said Lot 25; thence southerly to the northeast corner of Lot 1, WF Grube's Subdivision; thence southerly, along the east line of Lots 1 and 2 of said WF Grube's Subdivision to the southeast corner of said Lot 2; thence easterly to the northeast corner of the south 55 feet of Lot 20 of said WF Grube's Subdivision; thence southerly, along the east line of Lots 2, 4, 5 and 6 of said WF Grube's Subdivision to the north line of Lot 2 of Andes and Roberts Addition; thence westerly, along the north line of said Lot 2 to the northwest corner thereof; thence southerly, along the west line of Lots 2 and 3 of said Andes and Roberts Addition to the southwest corner of said Lot 3; thence easterly, along the south line of said Lot 3 to the northeast corner of the west 75 feet of Lots 12 and 13 of WF Grube's Subdivision; thence southerly, along the east line of the west 75 feet of said Lots 12 and 13 to the south line of said Lot 12; thence easterly to the northwest corner of Lot 50 of Andes and Roberts Addition; thence southerly, along the west line of Lots 50 thru 59 of said Andes and Roberts Addition to the southwest corner of said Lot 59; thence southwesterly to the northeast corner of Lot 4 of Bellevista Heights; thence southerly, along the east line of said Lot 4 to the southeast corner thereof; thence southerly to the intersection of the southerly right of way line of E. Bellevista Drive and the westerly right of way line of S. High Street; thence southerly along the westerly right of way line of said S. High Street to its intersection with the northerly right of way line of E. Partridge Avenue; thence southwesterly, perpendicular to the said northerly right of way line of E. Partridge Avenue to the southerly right of way line of E. Partridge Avenue; thence northwesterly, along said southerly right of way line to the northwest corner of a tract of land described and recorded in Document 2003I0059991; thence southerly, along the west line of said tract to the north right of way line of the Gulf, Mobile & Ohio Railroad; thence westerly, along said north right of way line to the east right of way line of Noland Road; thence southerly, along the east right of way line of said Noland Road to the south right of way line of the Gulf, Mobile & Ohio Railroad; thence easterly, along said south right of way line, to a point on the north line of the southeast quarter of said Section 14, said point being 104.42 feet east of the northeast corner of Lot 1, Dodgion Business Center;

thence westerly, along the north line of the southeast quarter of said Section 14 to the northeast corner of said Lot 1; thence southeasterly, along the north line of said Lot 1 to the southeast corner thereof; thence westerly, along the south line of said Lot 1, to the westerly right of way line of S. Dodgion Avenue; thence southerly, along the westerly right of way line of said S. Dodgion Avenue to the north right of way line of E. 32nd Street; thence southeasterly to the northeast corner of Lot 1 of Herald House; thence southerly to the southeast corner thereof; thence westerly, along the south line of said Lot 1 to a point that is 292 feet east of the east right of way line of Noland Road; thence southerly 334. 3 feet; thence westerly 292 feet to the east right of way of Noland Road; thence southerly, along the east right of way of said Noland Road to the north line of a tract of land described and recorded in Document 1966I0884635; thence easterly, along said north line to the northeast corner thereof; thence southerly, along the east line thereof to the north right of way line of 35th Street; thence southwesterly to the southerly right of way line of 35th Street, said point being on the west line of Lot 3 of Schowengerdt Farm; thence southerly, along the west line of said Lot 3 to the southwest corner thereof; thence easterly, along the south line of said Lot 3 to the northwest corner of Lot 149 of Stewart Heights; thence southerly, along the west line of Lots 149 thru 140 of said Stewart Heights to the north right of way line of 37th Street; thence westerly, along said north right of way line, to the northerly extension of the east line of Lot 1, Edgevale; thence southerly, along said extension and the east line of Lots 1 thru 8 of said Edgevale to the southeast corner of said Lot 8, said point being also the northwest corner of Lot 27 of said Edgevale; thence easterly, along the north line of said Lot 27 to the northeast corner of the west 50 feet of Lots 26 and 27 of said Edgevale; thence southerly, along the east line thereof to the north right of way line of 39th Street; thence southeasterly to the southerly right of way line of 39th Street, said point being on the west line of Lot 29 of Woodridge; thence southerly, along the west line of Lots 29 thru 34 of said Woodridge to the southwest corner of said Lot 34; thence easterly, along the south line of Lots 34 and Lots 28 thru 19 of said Woodridge to the west line of Lot 37 of Brookwood #2; thence southerly, along the west line of Lots 37 thru 38 and 64 thru 72 of said Brookwood #2 to the most southerly corner of said Lot 72; thence southerly to the south right of way line of U.S. Interstate 70, said point being the northwest corner of Lot 17 of Hidden Creek Office Park 4th Plat; thence westerly, along the south right of way line of said U.S. Interstate 70 to the east right of way line of Noland Road; thence southerly, along the east right of way line of said Noland Road to the north right of way line of E. 42nd Street; thence easterly, along the north right of way line of E. 42nd Street to the southwest corner of Lot 17 of Hidden Creek Office Park 4th Plat; thence southwesterly to the southerly right of way line of E. 42nd Street, said point being on the east line of Lot 14 of South Noland Heights; thence southerly, along the east line thereof to the southeast corner thereof; thence westerly, along the south line of Lots 14, 13 and 10 of said South Noland Heights to the northwest corner of Lot 9 of Resurvey of Tract "A" of Tomasha Village; thence southerly, along the west line of Lots 9 and 8 of said Resurvey of Tract "A" of Tomasha Village to the southwest corner of said Lot 8; thence westerly to the northwest corner of the north 100 feet of the south 440 feet of the east 120 feet of Tract "A" of Tomasha Village; thence southerly to the southeast corner thereof; thence westerly to the northwest corner of the north 100 feet of the south 340 feet of the east 150 feet of said Tract "A"; thence westerly to the easterly right of way line of Noland Road; thence southerly, along said easterly right of way line to the south line of Tract "C" of said Tomasha Village; thence easterly, along said south line to the northeast corner of a tract of land described and recorded in Document 1997I0000321 said point being 300 feet east of the southwest corner of said Tract "C"; thence southerly, along the east line of said tract and its southerly extension thereof to the north line of Lot 1 of Independence Plaza; thence easterly, along the north line of Lots 1 and 4 of said Independence Plaza to the northeast corner of said Lot 4, said point being on the east line of a tract of land described and recorded in Document 1967I0905794; thence northerly, along said east line to the south line of Lot 70 of Tomasha Village; thence southeasterly, along the south line of Lots 70 thru 75 of said Tomasha Village to the northeast corner of a tract of land described and recorded in Document 2001E0087248; thence southerly along the east line of said tract to the southerly Independence City limits line; thence westerly, along said City limits line to the northwest corner of Lot 2 of Independence Plaza; thence southerly, along the west line of said Lot 2 to the northerly right of way line of U.S. Highway No. 40; thence southerly, to the southerly right of way line of U.S. Highway No. 40, said point being on the northwesterly line of Lot 5 of the Amended Plat of Hawthorne

Square; thence southerly and westerly along the northwesterly line of said Lot 5 to the east right of way line of Noland Road; thence westerly to the westerly right of way line of Noland Road, said point being on the southerly Independence City limits line; thence westerly, along the said City limits line to the west line of Tract 5 of Plaza 40 Shopping Center Phase 2; thence northeasterly, along the west line of said Tract 5, to the southerly right of way line of U.S. Highway No. 40; thence northerly to the intersection of the northerly right of way line of U.S. Highway No. 40 and the easterly right of way line of Washington Avenue; thence easterly along the northerly right of way line of U.S. Highway No. 40 to westerly right of way line of Noland Road; thence northerly along the westerly right of way of Noland Road to the easterly extension of the south line of Lot 58, Holiday Hills; thence westerly to the southeast corner of Lot 58 of said Holiday Hills; thence northerly, along the east line of Lots 58, 47, 46, 35, 34, 28 and 27 of said Holiday Hills and their northerly extension thereof to the north right of way line of 43rd Street; thence easterly, along said right of way line to the east line of Lot 1 of Holiday Hills; thence northerly, along said east line, to the south line of Tract 6 of Byron Les Commercial Subdivision; thence easterly, along the said south line to the east line thereof; thence northerly, along the said east line and its northerly extension thereof to the north right of way line of 42nd Street Terrace; thence easterly, along the said north right of way line to the southeasterly line of Lot 2 of RAJ-Prashant Subdivision; thence northerly and easterly, along said southeasterly line to the west right of way line of Noland Road; thence northerly, along said west right of way line to the north line of said Lot 2; thence northwesterly, along said north line to the southeast corner of Lot 1 of said RAJ-Prashant Subdivision; thence northerly, along the east line of said Lot 1 to the northeast corner thereof, said point being the northwest corner of a tract of land described and recorded in Document 1990I0969754; thence easterly, along the north line of said tract to the westerly right of way line of Noland Road; thence northerly, along said westerly right of way line to the southerly right of way line of U.S. Interstate 70; thence westerly along the southerly right of way line of U.S. Interstate 70 to the northwest corner of Lot 2A Les Byron Commercial Subdivision, thence northerly, perpendicular to the south right of way line of U.S. Interstate 70 to the north right of way line of U.S. Interstate 70; thence easterly, along the north right of way line of U.S. Interstate 70 to the westerly right of way line of Noland Road; thence northerly, along the westerly right of way line of Noland Road to a point 178.36 feet south of the northeast corner of Lot 4, Reich Commercial Subdivision; thence southwesterly along the east line of said Lot 4 to the south line of a tract of land described and recorded as Tract 1 in Document 2007E0115714; thence northwesterly, along said south line to the west line of said Lot 4; thence northerly, along said west line to the southerly right of way line of Lynn Court Drive; thence westerly, along the said southerly right of way to the south line of Lot 1 of said Reich Commercial Subdivision; thence westerly, along said south line to the west line of said Lot 1; thence northerly, along the said west line to the northwest corner of said Lot 1, said point being the southwest corner of Lot 5 of Old Town Park; thence northerly, along the west line of Lots 5 thru 1 of said Old Town Park and their northerly extension thereof to the northerly right of way line of 39th Street; thence easterly, along said northerly right of way line to the intersection of the easterly right of way line of Lynn Street; thence northerly, along said easterly right of way line and the east line of Lot 164 of Hall Manor to the south line of Lot 2 of Noland Road View; thence easterly, along said south line to the west line of the east 387 feet of Lots 1 and 2 of said Noland View; thence northerly, along said west line to the north line of said Lot 1; thence easterly, along said north line to the east line of the west 30 feet of Lots 3 and 4 of Mann Addition; thence northerly, along said east line to the south line of Lot 2 of said Mann Addition; thence westerly, along said south line to the west line of said Lot 2; thence northerly, along said west line to the southwest corner of Lot 1 of said Mann Addition; thence westerly, along the westerly extension of the south line of said Lot 1 to a point 93 feet westerly thereof; thence northerly, parallel to the west line of said Lot 1 to the south line of Lot 5 of A & E Addition; thence easterly, along the south line of said Lot 5 to the west line of the east 410 feet of said Lot 5; thence northerly, along said west line to the southeast corner of Lot 9 of A & E Addition; thence northerly, along the east line of said Lot 9 to the southerly right of way line of Noland Court; thence northwesterly along the southerly right of way line of Noland Court to the south line of Lot 10 of A & E Addition; thence westerly, along said south line to the west line of said Lot 10; thence northeasterly, along the west line of Lots 10, 17 and 18 of said A & E Addition to the northwest corner of said Lot 18, said point being the southwest corner of Lot 2 of Noland Road at 35th Street

Addition; thence northeasterly, along the west line of Lot 2 and 1 of said Noland Road at 35th Street Addition to the northwest corner of said Lot 1; thence westerly to the most southerly corner of Lot 1 of Oscar Schowengerdt Addition; thence northerly, along the west line of said Lot 1 to the southerly right of way line of 35th Street; thence westerly, along said southerly right of way line to a point on the southerly extension of the east right of way line of Weatherford Road; thence northerly, along said southerly extension to the southwest corner of Lot 2 of Cargo Largo, said point being on the easterly right of way line of Weatherford road; thence northerly, along the said easterly right of way line to the south line of a tract of land described and recorded as Tract 1 in Document 2011E0007465; thence easterly, along the south line thereof to the southeast corner thereof; thence northerly, along the east line thereof to the north line of Lot 1 of said Cargo Largo; easterly, along the north line of said Lot 1 and the south line of Lot 2 of Mico Addition to the southeast corner of said Lot 2; thence northerly, along the east line of said Lot 2 to the southerly right of way line of 31st Street; thence easterly, along said southerly right of way line to the westerly right of way line of Union Pacific Railroad; thence northerly, along said westerly right of way line to the southeast corner of Lot 11 of South Osage Acres, said point being on the northerly right of way line of Osage Street; thence northeasterly to the intersection of the easterly right of way line of Union Pacific Railroad and the westerly right of way line of Noland Road; thence northwesterly, along the easterly right of way of the Union Pacific Railroad to the south line of Lot 115 of Martha's Vineyard, said point being on the south line of vacated Francis Street; thence easterly, along the north line of said Lot 115 to the southerly extension of the west line of Lots 61 thru 67 of said Martha's Vineyard; thence northerly, along said west line to the south line of said Lot 64; thence westerly to the west line of the east half of a vacated alley lying west of and adjacent to said Lots 64 thru 62; thence northerly, along the said west line to the westerly extension of the north line of said Lot 62; thence easterly to the northwest corner of said Lot 62; thence northerly to the northwest corner of the south 48 feet of said Lot 61; thence easterly, along the north line of the south 48 feet of said Lot 61 and the north line of vacated Main Street to the easterly right of way line of said Main Street; thence northerly, along said easterly right of way line to the north line of Lot 50 of said Martha's Vineyard; thence easterly, along said north line to the east line thereof; thence northerly, along the east line of Lots 50 thru 54 of said Martha's Vineyard to the south line of Lot 1, Block 5 of Hawthorne Place; thence westerly, along said south line to a point 65 feet east of the southwest corner of said Lot 1; thence northerly to the southwest corner of Lot 7, Block 5 of said Hawthorne Place; thence northeasterly, along the south line of Lots 7 and 6 to the southeast corner of said Lot 6; thence northwesterly, along the east line of said Lot 6 to the southeasterly right of way line of Southside Boulevard; thence northerly to the northwesterly right of way line of Southside Boulevard, said point being on the southwesterly line of Lot 6 of Millard's Second Addition; thence northeasterly, along the said northwesterly right of way line to the south line of Lot 8, Block 1 of Hawthorne Place; thence northwesterly, along the south line of said Lot 8 to the west line thereof; thence northerly, along the west line of Lots 8 thru 3, Block 1 of said Hawthorne Place to the northwest corner of Lot 3, Block 1 of said Hawthorne Place; thence easterly, along the north line of said Lot 3 to the east line of the west 52 feet of Lots 1 and 2, Block 1 of said Hawthorne Place; thence northerly, along said west line to the south right of way line of 23rd Street; thence northerly to the north right of way line of 23rd Street, said point being on the west line of the east 149.05 feet of Lots 14 thru 16, Block 5 of Clarendon Place; thence northerly along said west line to the north line of said Lot 14; thence easterly, along the north line of said Lot 14 to the westerly right of way line of Noland Road; thence northerly along said westerly right of way line and its northerly extension thereof to the centerline of Truman Road; thence easterly along the centerline of Truman Road to the northerly extension of the easterly right of way line of Noland Road; thence southerly, along the easterly right of way line of Noland Road to the northwest corner of Lot 19-A, Clarendon Place-Replat A and the Point of Beginning.

Plus, the following property added to the District:

Tract 1:

26-240-02-10-00-0-00-000	WALDO & NORRIS ADD, BEG NW COR BLK 1 TH E 560' TH S 190' TH W 10' TH N 10' TH, SWLY ALG NLY LI OF RR ROW TO PT ON S LI SD BLK 1 TH W 130', TH N TO POB, (EX PT IN TRUMAN RD)

Tract 2:

26-240-02-08-00-0-00-000	WALDO & NORRIS ADD, PT LOTS 4, 5 & 6 BLK 4 LY W OF MO PAC RY ROW

Tract 3:

26-240-14-11-00-0-00-000	WALDO & NORRIS ADD, LOTS 4, 5 & 6 & PT LOT 3 BLK 8 NOT IN ROW

Tract 4:

26-240-14-13-00-0-00-000	WALDO & NORRIS ADD, LOTS 7, 8 & 9 BLK 8 (EX PT IN ROW)

Tract 5:

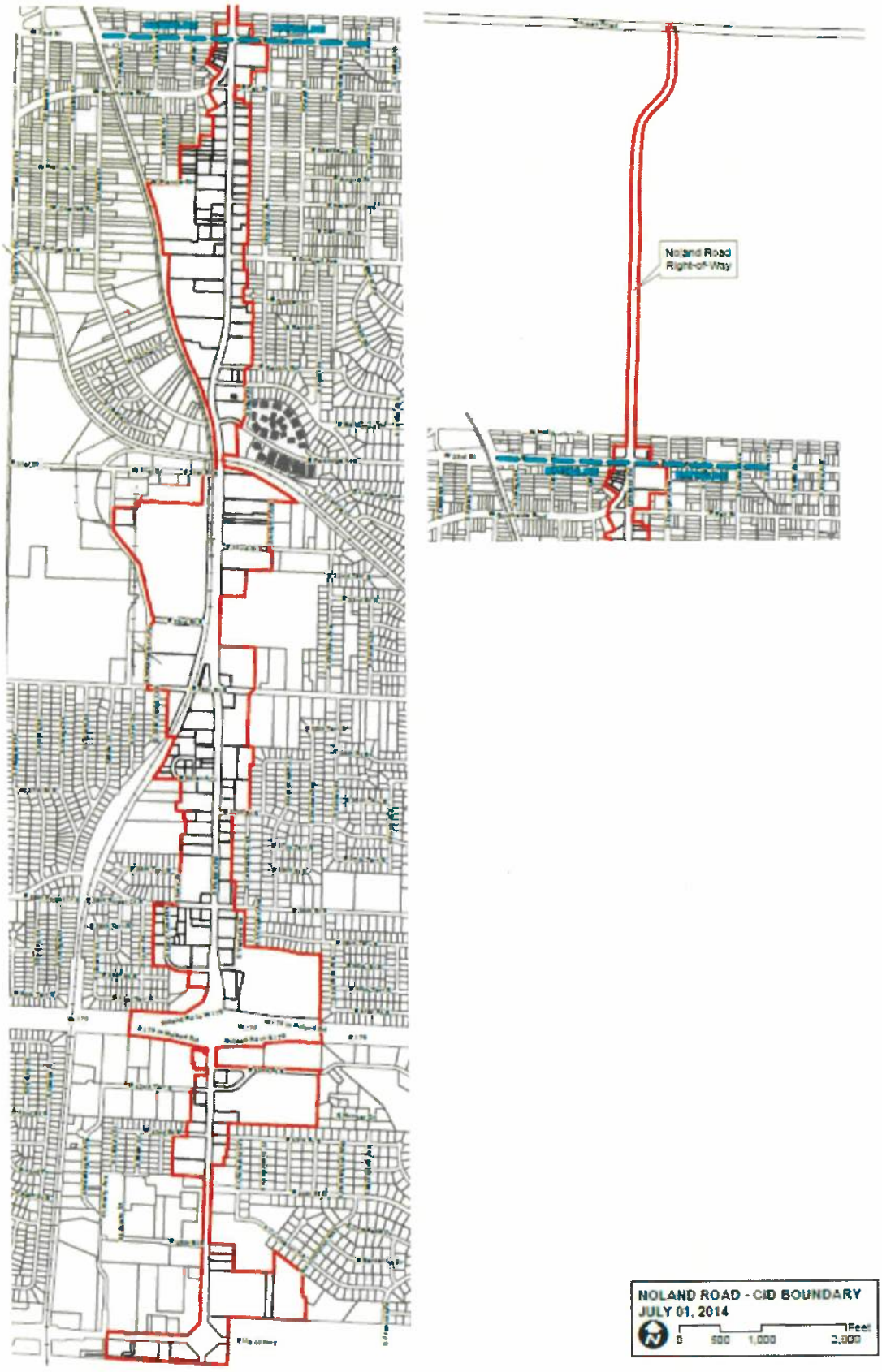
All that part of Dodgion Street right of way from Truman Road on the north to the railroad right of way on the south.

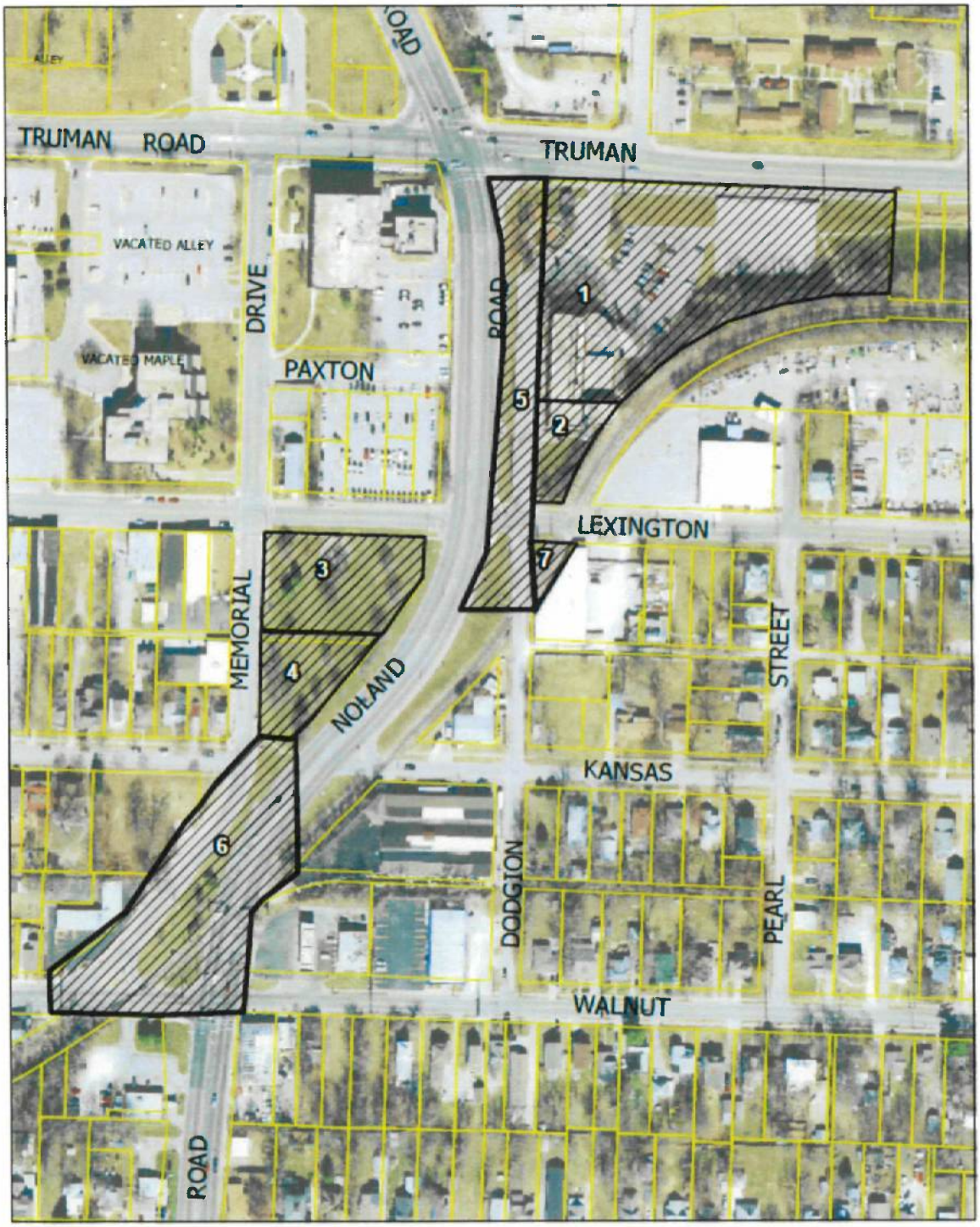
Tract 6:

All that part of Memorial Street right of way from Kansas Street on the north to Walnut Street on the south.

Tract 7:

26-240-13-01-00-0-00-000	WALDO & NORRIS ADD, SMALL DIAG PIECE 20.5' X 12.25' IN NW COR LOT 6 BLK 7


Noland Road
Right-of-Way
NOLAND ROAD - CID BOUNDARY
JULY 01, 2014
0
500
1,000
2,000
Feet



N

1 inch = 200 feet

Exhibit A

EXHIBIT C
PROPERTY OWNERSHIP AND ASSESSED VALUE OF ADDITIONAL PROPERTY

All Property Owned by Desai Prashant & RAJ Trust		Assessed Value
	Portion of 4142 S Noland Rd Independence MO	$15,862
	Total Assessed Value	$15,862

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

24-093 **2R** An ordinance vacating an existing general utility easement, electric easement, and sanitary sewer easement, all part of 18785 E 39th Street South lying in, on, and across tracts 4&5, of Independence Center a subdivision in Independence, Jackson County, Missouri. **2R**

Recommendations:

Council approval is recommended.

Background:

City Staff have been approached by the owners of the business located at 18785 E 39th Street South requesting the vacation of a general utility easement, electric easement, and sanitary sewer easement. These vacations are necessary for the business to remodel and build a new addition. City Staff have reviewed the requested vacations and are recommending approval of this ordinance.

Emergency Justification:

Fiscal Impact:

There is no fiscal impact to the City.

Council Action:

Department / Contact Municipal Services /

REVIEWERS

Lisa Reynolds
Jeremy Cover
Zachary Walker
Susanne Holland

ATTACHMENTS:

1. CHICK-FIL-A VACATION ORDINANCE
2. 2308201_BK I295-1170 EASEMENT VACATION 18785 E 39th Street South Independence MO SIGNED

3. 2308201_PB I-31 PG 17 EASEMENT VACATION 18785 E 39th Street South Independence MO SIGNED
4. 2308201_SANITARY EASEMENT VACATION 18785 E 39th Street South Independence MO SIGNED

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE VACATING AN EXISTING GENERAL UTILITY EASEMENT, ELECTRIC EASEMENT, AND SANITARY SEWER EASEMENT, ALL PART OF 18785 E 39th STREET SOUTH LYING IN, ON, AND ACROSS TRACTS 4 &5, OF INDEPENDENCE CENTER A SUBDIVISION IN INDEPENDENCE, JACKSON COUNTY, MISSOURI.

WHEREAS the General Utility Easement was recorded in 2008 by instrument number #2008E0070525 of the Jackson County, Missouri Deed Records; and,

WHEREAS the Electric Easement was recorded in 1996 in book #2951 on page #1170

WHEREAS the Sanitary Sewer Easement was dedicated via plat in 1974 in book #I34 page #17

WHEREAS the vacation of the easements will support additional development of the property; and,

WHEREAS, the City has received a request for vacation from the property owner.

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

SECTION 1. That the City Council of the City of Independence, Missouri does hereby vacate the Unconstructed Right-Of-Way, Recorded in Book 11940, Page 845 in its entirety and described as follows:

DESCRIPTION OF GENERAL UTILITY EASEMENT TO BE VACATED

BEING PART OF LOTS 4 AND 5 OF INDEPENDENCE CENTER, PART OF TH£ SOUTH HALF OF SECTION 20, TOWNSHIP 49 NORTH, RANGE 31 WEST, JACKSON COUNTY MISSOURI, SAID PLAT BEING RECORDED IN BOOK 134, PAGE 17, IN TH£ JACKSON COUNTY, MISSOURI RECORDS AND BEING DESCRIBED AS FOLLOWS:
COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 4; THENCE ALONG TH£ NORTH LINE OF SAID LOT 4, SOUTH 87 DEGREES 49 MINUTES 48 SECONDS £AST, A DISTANCE OF 64.51 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID NORTH LINE OF LOT 4 AND THE NORTH LINE OF SAID LOT 5, SOUTH 87 DEGREES 49 MINUTES 48 SECONDS £AST, A DISTANCE OF 10.85 FEET,· THENCE SOUTH 20 DEGREES 36 MINUTES 01 SECONDS £AST, A DISTANCE OF 85. 75 FEET,· THENCE SOUTH 69 DEGREES 23 MINUTES 59 SECONDS WEST, A DISTANCE OF 10.00 FEET,· THENCE NORTH 20 DEGREES 36 MINUTES 01 SECONDS WEST, A DISTANCE OF 89.95 FEET TO THE POINT OF BEGINNING, CONTAINING 878 SQUARE FEET OR 0.02 ACRES, MORE OR LESS.

DESCIPTION OF THE ELECTRIC EASEMENT TO BE VACATED

BEING AN EASEMENT CONVEYED IN BOOK 12951 PAGE 1170 AND PART OF LOT 5 OF INDEPENDENCE CENTER, PART OF THE SOUTH HALF OF SECTION 20, TOWNSHIP 49 NORTH, RANGE 31 WEST, JACKSON COUNTY MISSOURI, SAID PLAT BEING RECORDED IN BOOK /34, PAGE 17, IN THE JACKSON COUNTY, MISSOURI RECORDS AND BEING DESCRIBED AS FOLLOWS:
COMMENCING AT THE NORTHWEST CORNER OF LOT 4 OF SAID SUBDIVISION; THENCE ALONG THE NORTH LINE OF SAID LOT 4 AND LOT 5, SOUTH 87 DEGREES 49 MINUTES 48 SECONDS EAST, A DISTANCE OF 73.04 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID NORTH LINE OF LOT 5, SOUTH 87 DEGREES 49 MINUTES 48 SECONDS EAST, A DISTANCE OF 18.09 FEET,· THENCE SOUTH 54 DEGREES 16 MINUTES 49 SECONDS EAST, A DISTANCE OF 70.15 FEET,· THENCE SOUTH 02 DEGREES 08 MINUTES 39 SECONDS WEST, A DISTANCE OF 14.68 FEET,· THENCE NORTH 87 DEGREES 51 MINUTES 21 SECONDS WEST, A DISTANCE OF 10.00 FEET,· THENCE NORTH 02 DEGREES 08 MINUTES 39 SECONDS EAST, A DISTANCE OF 9.32 FEET,· THENCE NORTH 54 DEGREES

16 MINUTES 49 SECONDS WEST, A DISTANCE OF 79.87 FEET TO THE POINT OF BEGINNING, CONTAINING 870 SQUARE FEET OR 0.02 ACRES, MORE OR LESS.

DESCRIPTION OF THE SANITARY SEWER EASEMENT TO BE VACATED

BEING PART OF LOT 4 OF INDEPENDENCE CENTER, PART OF THE SOUTH HALF OF SECTION 20, TOWNSHIP 49 NORTH, RANGE 31 WEST, JACKSON COUNTY MISSOURI, SAID PLAT BEING RECORDED IN BOOK 134, PAGE 17, IN THE JACKSON COUNTY, MISSOURI RECORDS AND BEING DESCRIBED AS FOLLOWS:
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SECTION 2. That the Municipal Services Department is directed to file for record a certified copy of this ordinance in the Office of the Division of Property Records, in and for the County of Jackson, State of Missouri, at Independence.

PASSED THIS _____ DAY OF _____, 2021, BY THE CITY COUNCIL OF THE CITY OF INDEPENDENCE, MISSOURI.

ATTEST:

_____
City Clerk

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

APPROVED - FORM AND LEGALITY:

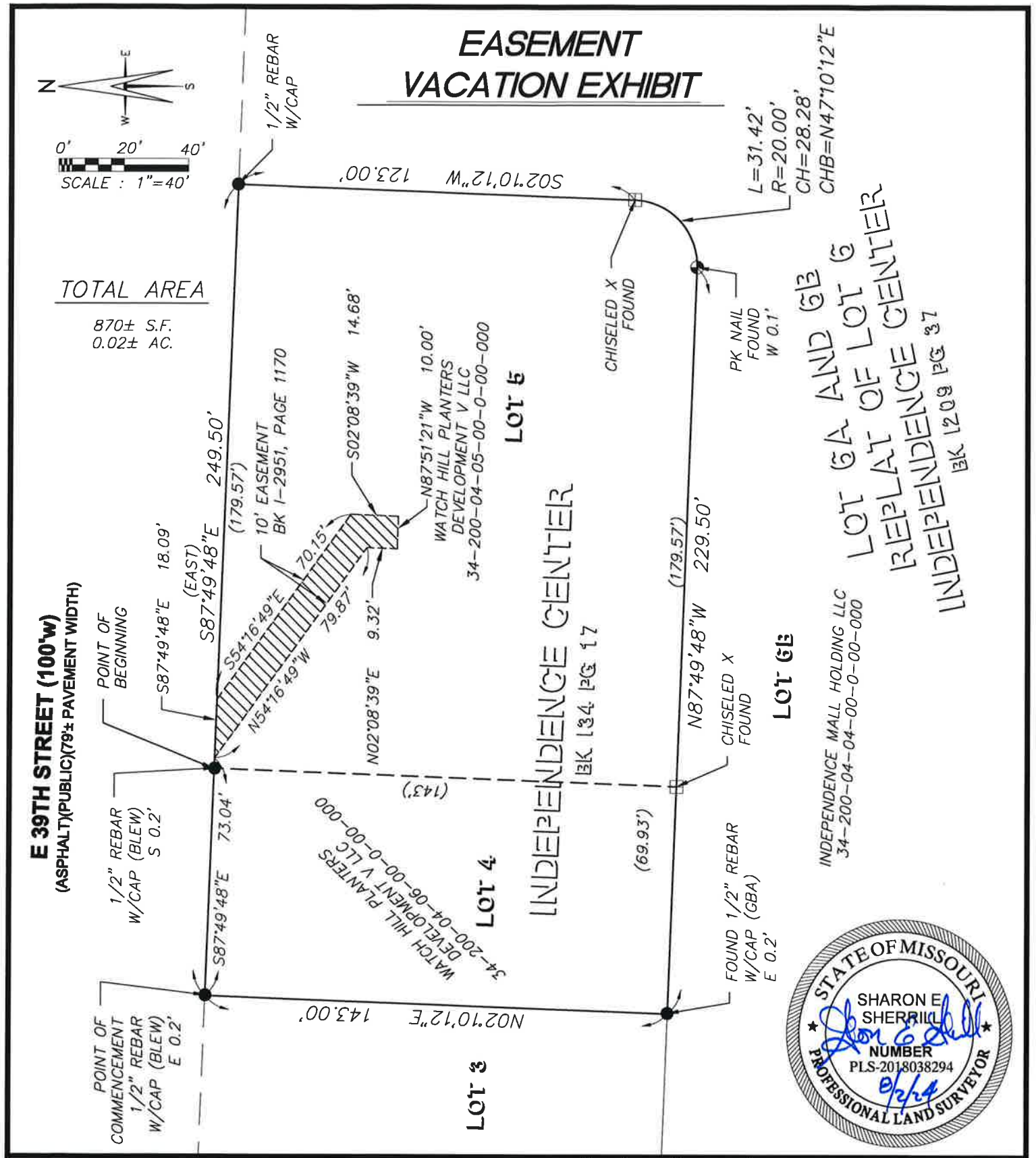
_____
City Counselor

REVIEWED BY:

_____
City Manager

_____
Director of Finance and Administration
City of Independence, Missouri

EASEMENT VACATION EXHIBIT



STATE OF MISSOURI
SHARON E. SHERRILL
NUMBER PLS-2018038294
PROFESSIONAL LAND SURVEYOR
9/2/24

SHERRILL ASSOCIATES, INC.
Surveyors – Engineers – Planners
316 Main Street
Edwardsville, IL 62025
(618) 656-9251
FAX (618) 656-9496
ILLINOIS DESIGN FIRM #184-001238

NO.	DATE	REV.

PROJECT NO. 23082-01
DRAWN JAC | CHECKED SES
DATE 12-18-2023

DISCLAIMER OF RESPONSIBILITY

I hereby specify that the documents intended to be authenticated by my seal are limited to this sheet, and I hereby disclaim any responsibility for all other Drawings, Specifications, Estimates, Reports or other Documents or instruments relating to or intended to be used for any part or parts of the engineering project or survey.

EASEMENT VACATION DESCRIPTION

BEING AN EASEMENT CONVEYED IN BOOK I2951 PAGE 1170 AND PART OF LOT 5 OF INDEPENDENCE CENTER, PART OF THE SOUTH HALF OF SECTION 20, TOWNSHIP 49 NORTH, RANGE 31 WEST, JACKSON COUNTY MISSOURI, SAID PLAT BEING RECORDED IN BOOK I34, PAGE 17, IN THE JACKSON COUNTY, MISSOURI RECORDS AND BEING DESCRIBED AS FOLLOWS:

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SOURCE OF EASEMENT

BOOK I-2951, PAGE 1170
JACKSON COUNTY, MISSOURI RECORDS

STATE OF MISSOURI
SHARON E. SHERRILL
NUMBER PLS-2018038294
8/2/24
PROFESSIONAL LAND SURVEYOR

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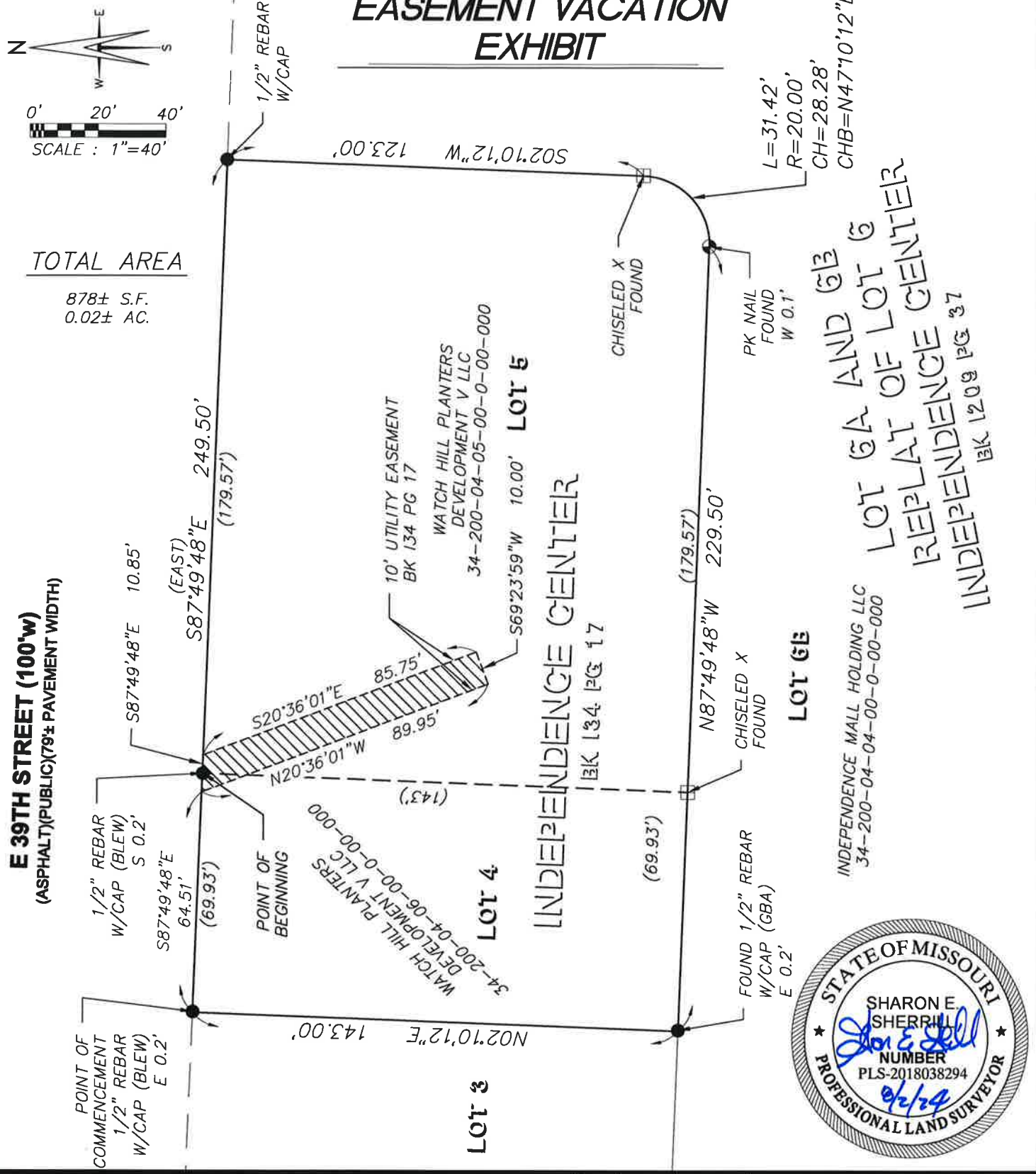
SHEET 2 OF 2

EASEMENT VACATION EXHIBIT



STATE OF MISSOURI
SHARON E. SHERRILL
NUMBER PLS-2018038294
8/1/24
PROFESSIONAL LAND SURVEYOR

SHERRILL ASSOCIATES, INC.
Surveyors – Engineers – Planners
316 Main Street
Edwardsville, IL 62025
(618) 656-9251
FAX (618) 656-9496
ILLINOIS DESIGN FIRM #184-001238

NO.	DATE	REV.

PROJECT NO. 23082-01
DRAWN JAC
CHECKED SES
DATE 8-1-2024

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SOURCE OF EASEMENT

PLAT BOOK 134, PAGE 17
JACKSON COUNTY, MISSOURI RECORDS

SHERRILL ASSOCIATES, INC.
Surveyors – Engineers – Planners
316 Main Street
Edwardsville, IL 62025
(618) 656-9251
FAX (618) 656-9496
ILLINOIS DESIGN FIRM #184-001238

NO.	DATE	REV.

PROJECT NO. 23082-01
DRAWN JAC | CHECKED SES
DATE 8-1-2024

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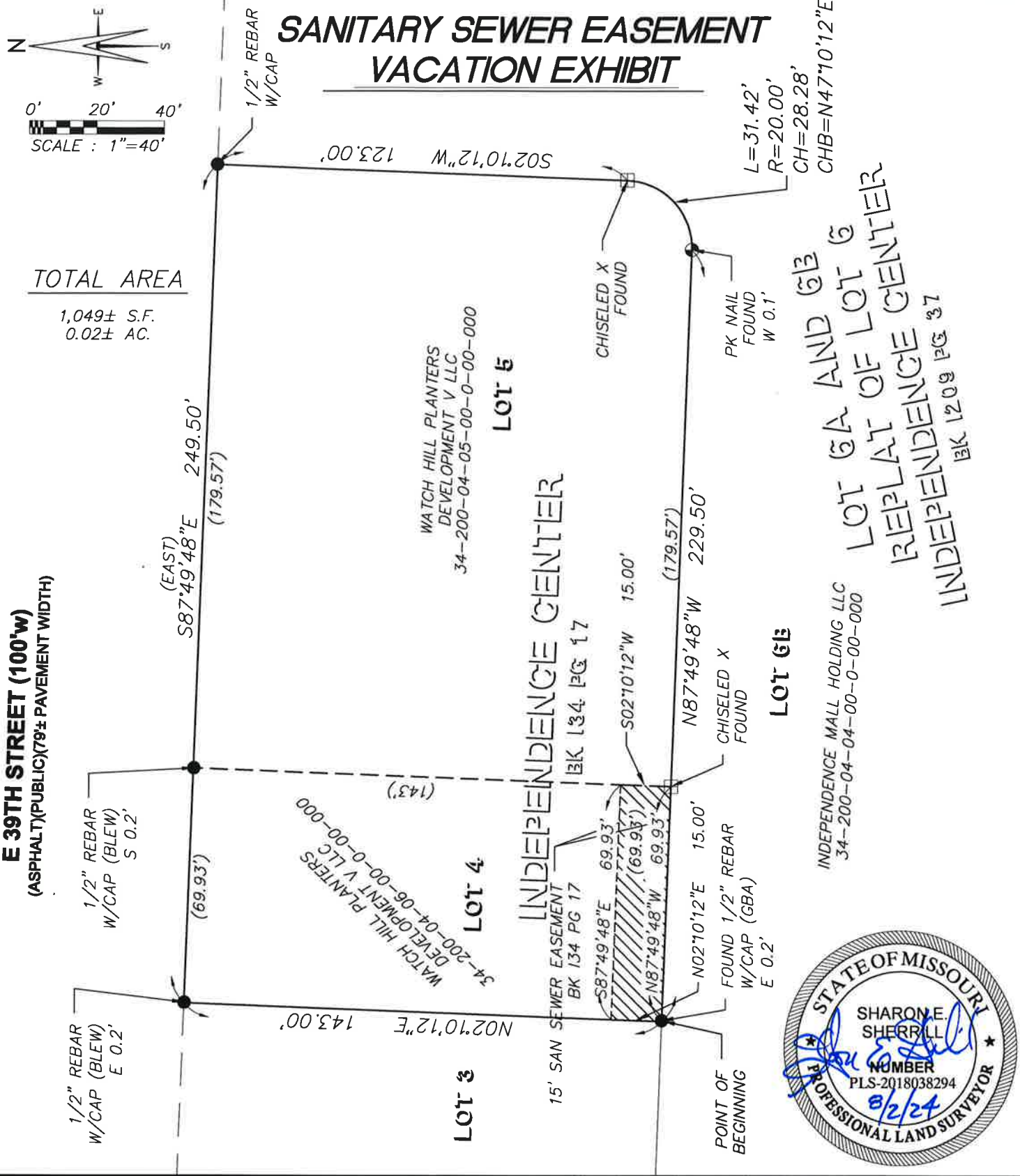
SANITARY SEWER EASEMENT VACATION EXHIBIT



STATE OF MISSOURI
SHARON E. SHERRILL
NUMBER PLS-2018038294
PROFESSIONAL LAND SURVEYOR
8/2/24

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NO.	DATE	REV.

PROJECT NO. 23082-01
DRAWN JAC | CHECKED SES
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SANITARY SEWER
EASEMENT VACATION DESCRIPTION

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SOURCE OF EASEMENT

PLAT BOOK 134, PAGE 17
JACKSON COUNTY, MISSOURI RECORDS

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316 Main Street
Edwardsville, IL 62025
(618) 656-9251
FAX (618) 656-9496
ILLINOIS DESIGN FIRM #184-001238

NO.	DATE	REV.
1	3-7-14	AREA

PROJECT NO. 23082-01
DRAWN JAC | CHECKED SES
DATE 8-1-2024

DISCLAIMER OF RESPONSIBILITY

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SHEET 2 OF 2

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

24-095 **2R** An ordinance adopting amendments to the Fiscal Year 2023-2024 budget, which was approved by Ordinance No. 19453. **2R**

Recommendations:

Staff recommends approval of this item.

Background:

This ordinance will increase appropriations in the amount of $5,633,581.47 in the 2023-24 Operating Budgets of various departments and funds for budget changes that occurred during the current fiscal year that have been requested by operating departments.

Background information for each individual appropriation adjustment is included in an attached document along with an appropriation adjustment amount, the source of funds for the appropriation adjustment and the location of where the appropriation adjustment will be recorded.

Emergency Justification:

Fiscal Impact:

Increased appropriations due to increased revenues will result in $0 net impact. Appropriations from the Unassigned Fund Balance will result in an impact of $5,479,318.29 for the funds and departments listed below:

Department	Fund	Amount
Various	002	217,552.56
Fire Department	002	1,402,935.97
Police Forfeiture Fund	002	23,522.22
Health & Animal Services	005	184,910.14
Parks Recreation Tourism	012	647.94
Municipal Services	013	12,527.79

Police Department	016	1,367.25
Fire Department	017	38.51
Municipal Services	030	14,001.17
Municipal Services	040	1,237.10
Non-Departmental	092	2,847,426.50
Non-Departmental	093	773,151.14

Council Action:

Department / Contact City Manager /

REVIEWERS

Jeremy Cover
Meagan Borth
Zachary Walker
Susanne Holland

ATTACHMENTS:

1. Appropriations Ordinance Year-End
2. Appropriations Background for FY Ending 2024

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE ADOPTING AMENDMENTS TO THE FISCAL YEAR 2023-2024 BUDGET, WHICH WAS APPROVED BY ORDINANCE NO. 19453.

WHEREAS, the adopted Operating and Capital budgets for the 2023-24 fiscal year were approved by the City Council by Ordinance No. 19453; and,

WHEREAS, since that time some circumstances have arisen that necessitate changes to the appropriations established in the adopted budget; and,

WHEREAS, these changes are listed in detail in terms of background, purpose, and funding source in the attached agenda item cover sheet;

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

SECTION 1. Increased appropriations in the subsequent funds for additional lease and vehicle maintenance costs General Fund (No. 002) amount of $217,552.56 from the General Fund Unassigned Fund Balance; Increased appropriations in the Health Property Tax Levy (005) in the amount of $132.97 from the Health Property Tax Levy Unassigned Fund Balance; Increased appropriations in the Parks Improvement Sales Tax Fund (012) in the amount of $647.94; Increased appropriations in the Stormwater Sales Tax Fund (013) in the amount of $12,527.79; Increased appropriations in the Police Public Safety Sales Tax Fund (016) in the amount of $1,367.25; Increased appropriations in the Fire Sales Tax Fund (017) in the amount of $38.51; Increased appropriations in the Sanitary Sewer Fund (030) in the amount of $1,4001.17; Increased appropriations in the Water Fund (040) in the amount of $1,237.10.

SECTION 2. Increased appropriations in the General Fund (002) in the amount of $1,402,935.97 for Fire Department overtime and other pays from the General Fund Unassigned Fund Balance.

SECTION 3. Increased appropriations in the Health Property Tax Levy (005) for various expenses in the amount of $184,777.17 from Health Property Tax Levy Unassigned Fund Balance.

SECTION 4. Increased revenues and increased appropriations in the Central Garage Fund (090) in the amount of $119,159 for vehicle lease costs, maintenance and inventory supplies.

SECTION 5. Increased appropriations in the Workers Compensation Fund (092) in the amount of $2,847,426.50 for legal, professional and personnel services and workers compensation claims from the Workers Compensation Fund Unassigned Fund Balance.

SECTION 6. Increased appropriations in the Risk Management Fund (093) in the amount of $773,151.14 for liability claims and personnel service from the Risk Management Fund Unassigned Fund Balance.

SECTION 7. Increased appropriations in the amount of $23,522.22 from Police Forfeiture revenues in the General Fund (No. 002) to Police Forfeiture expenditures in the General Fund (No. 002).

SECTION 8. Increased revenues in the amount of $22,899.50 from grants and donations for Health & Animal Services programs and services in the Grants Fund (No. 015) and appropriated a total of $22,899.50 the Health & Animal Services Grants account in the Grants Fund (No. 015).

SECTION 9. Increased revenues in the amount of $10,196.00 from grants and donations for Police programs and services in the Grants Fund (No. 015) and appropriated a total of $10,196.00 the Police Grants account in the Grants Fund (No. 015).

SECTION 10. Increased revenues in the amount of $2,008.68 in the General Fund (002) and increased appropriations in the amount of $2008.68 in the General Fund (002).

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

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: As Indicated Above

REVIEWED BY:

_____
City Manager

_____
Director of Finance and Administration
City of Independence, Missouri

City of Independence, Missouri
Supplemental Appropriation Ordinance
Fiscal Year 2023-24

Section 1:

Fund: Various

Department: Various

Source: Increased Revenues & Fund Balance

Description: Increased expenditures for additional lease costs and/or CG maintenance costs totaling $247,505.29 as follows:

Increased appropriations are requested for various General Fund Departments in the amount of $217,552.56.
0024023-5209
0024411-5209
0024412-5209
0024431-5209
0024460-5209
0024513-5209
0024621-5209
0024631-5209
0024641-5209
0024651-5209
0025011-5209
0025011-5239
0025111-5209
0026014-5209
0026015-5209
0026015-5239

Increased appropriations are requested for the Health Property Tax Levy Fund in the amount of $132.97.
0054746-5209
0054705-5209

Increased appropriations are requested for the Parks Improvement Sales Tax Fund in the amount of $647.94.
0126041-5209

Increased appropriations are requested for the Stormwater Sales Tax Fund in the amount of $12,527.79.
0135262-5209

Increased appropriations are requested for the Police Public Safety Sales Tax Fund in the amount of 1,367.25.
0164564-5209

Increased appropriations are requested for the Fire Sales Tax Fund in the amount of $38.51.
0174671-5209

Increased appropriations are requested for the Sanitary Sewer Fund in the amount of $1401.17.
0305215-5209
0305220-5209
0305230-5209
0305240-5209

Increased appropriations are requested for the Water Fund in the amount of $1237.10.
0404840-5209

Section 2:

Fund: General Fund

Department: Fire

Source: Increased Revenues

Description: Increased expenses related to overtime and other pays for Fire Department employees. Appropriations for the total amount totaling $1,402,935.97 are requested.
0024621-5103

Section 3

Fund: Health Property Tax Levy

Department: Health and Animal Services

Source: Fund Balance

Description: Increased expenses of $184,777.17 for emergency repairs to the animal shelter heating system, various services to the department and personnel expenses. A portion of the amounts for the repairs to the heating system are reimbursable.
0054705-5211
0054705-5226
0054705-5240
0054705-5100

Section 4:

Fund: Central Garage

Department: Municipal Services

Source: Increased Revenues

Description: Increased appropriations of $119,159 for lease costs and maintenance and inventory supplies for services provided to various city departments. Expenses in this fund are offset by direct charges to the departments.
0905121-5309
0905121-5312
0905121-5314

Section 5:

Fund: Workers Compensation Fund

Department: Finance/City Manager

Source: Fund Balance

Description: Increased appropriations of $2,847,426.50 for legal, professional and personnel services and workers compensation claims are requested.
0926592 5222
0926592 5226
0926592 5100
0926592 5110
0926592 5111
0926592 5112
0926592 5113
0926592 5114
0926592 5115
0926592 5124

Section 6:

Fund: Risk Management Fund

Department: Finance/City Manager

Source: Fund Balance

Description: Increased appropriations of $773,151.14 for liability claims and personnel services are requested.
0934293-5240
0934293-5100
0934293-5110
0934293-5111
0934293-5112
0934293-5113
0934293-5114
0934293-5115
0934293-5124

Section 7:

Fund: General Fund

Department: Police

Source: Police Forfeiture Funds

Description: The Police Department requests the use of Police Forfeiture Funds for additional appropriations in the amount of $23,522.22 for Ceremonial Honor Guard equipment.

Section 8:

Fund: Grants Fund

Department: Health & Animal Services

Source: Increased Revenues – Various Grants & donations

Description: The Health & Animal Services Department was awarded incentive funding for state investment in local public health services (CORE). Appropriations for the total amount of these grants and donations, totaling $22,899.50, is requested.
0154755-5100
0154755-5110
0154755-5111
0154755-5114
0154755-5115
0154755-5122
0154755-5124
0154755-5213
0154755-5309
01547555402
015-015-3211-CRE24

Section 9:

Fund: Grants Fund

Department: Police

Source: Increased Revenues – Various Grants & donations

Description: The Police Department was awarded additional funding for High Intensity Drug Trafficking Area (HIDTA) DEA Task Force. Appropriations for the total amount of these grants and donations, totaling $10,196, is requested.
0154550-5102-HIDTA
0154550-5236-HIDTA
015-0153219-HIDTA

Section 10:

Fund: General Fund

Department: Police

Source: Increased Revenue

Description: The Police Department received $2,008.68 in additional revenue from the sale of departmental challenge coins. Additional appropriations for the total amount of this revenue, totaling $2,008.68 is requested.
0024513-5309
002-0023398-4500

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

24-096 **1R** An ordinance approving the Intergovernmental Cooperative Agreement between the City of Independence, Missouri and the Fairmount Community Improvement District. **1R**

Recommendations:

Staff recommends approval.

Background:

The City Council approved the CID by ordinance on May 20, 2024. The approving ordinance provides that approval of the CID is subject to the execution of a cooperative agreement. This ordinance will approve a cooperative agreement between the City and the Fairmount Community Improvement District (the "CID") to implement the CID.

The CID has imposed a 1% sales tax within the boundaries of the CID for up to 27 years. The sales tax revenues will be used to reimburse Developer for the eligible reimbursable project costs associated with the redevelopment of the site to cure the blighting conditions and certain improvements and services.

The CID revenues must be expended on CID-eligible costs, which must be public improvements and building renovation costs for the purpose of blight clearance, as detailed in the Petition to Establish the Fairmount Community Improvement District.

Emergency Justification:

Fiscal Impact:

The CID will impose a 1% sales tax and revenues generated from the sales tax will be used to pay project costs. The applicant does not request the appropriation of any City revenues for the project.

Council Action:

Department / Contact Community Development /

REVIEWERS

Tom Scannell
Jeremy Cover
Meagan Borth
Zachary Walker
Susanne Holland

ATTACHMENTS:

1. Fairmount CID Cooperative Agreement Ordinance
2. Cooperative Agreement FINAL

Bill No._____

Ordinance No._____

AN ORDINANCE APPROVING THE INTERGOVERNMENTAL COOPERATIVE AGREEMENT BETWEEN THE CITY OF INDEPENDENCE, MISSOURI AND THE FAIRMOUNT COMMUNITY IMPROVEMENT DISTRICT.

WHEREAS, the City Council of the City of Independence, Missouri (the "City Council"), did on May 20, 2024 pass Ordinance No. 19554 which approved the formation of the Fairmount Community Improvement District (the "District") and the Petition to Establish the Fairmount Community Improvement District (the "Petition"); and

WHEREAS, the ordinance requires that the District enter into a cooperative agreement with the City to implement the goals and objectives of the Petition, including the administration of the District Revenue; and

WHEREAS, the City now desires to enter into a cooperative agreement with the District to set forth their respective duties and obligations with respect to the administration, enforcement, and operation of the Sales Tax and the use of the District Revenue; and

WHEREAS, the City Council hereby determines that it is in the best interest of the City to enter into a cooperative agreement with the District in substantially the form attached hereto.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF INDEPENDENCE, MISSOURI, as follows:

SECTION 1. The City Council hereby approves, and the City Manager is hereby authorized to execute the Intergovernmental Cooperative Agreement which shall be substantially in the form attached hereto as **Exhibit A**, with such changed therein as shall be approved by the City Manager, the City Manager's signature thereon being conclusive evidence of his approval thereof.

SECTION 2. City officers and agents of the City are each hereby authorized and directed to take such actions, execute such other documents, certificates and instruments and engage such consultants as may be necessary or desirable to carry out and comply with the intent of this Ordinance.

SECTION 3. All ordinances or parts of ordinances in conflict with this Ordinance are hereby repealed.

SECTION 4. 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

Exhibit A

Intergovernmental Cooperative Agreement

[*Attached*]

INTERGOVERNMENTAL COOPERATIVE AGREEMENT

THIS INTERGOVERNMENTAL COOPERATIVE AGREEMENT ("Agreement"), entered into as of this _____ day of _____, 2024, between the CITY OF INDEPENDENCE, MISSOURI, a political subdivision of the State of Missouri ("City"), and the FAIRMOUNT COMMUNITY IMPROVEMENT DISTRICT, a Missouri political subdivision and community improvement district ("District") (the City and the District are collectively referred to herein as the "Parties" and individually as "Party", as the context so requires).

RECITALS

WHEREAS, on May 20, 2024, the City Council adopted Ordinance No. 19554 establishing the District as a political subdivision pursuant to the Act; and

WHEREAS, all of the real property within the District is legally described on the attached Exhibit A and shown on the map attached as Exhibit B; and

WHEREAS, the City declared the property within the District to be a blighted area pursuant to the Act; and

WHEREAS, the intended funding mechanism for the District is the Sales Tax to: (a) pay a portion of the Improvements and Services Costs; (b) pay the principal of, premium, if any, and interest on any bonds, notes, or other obligations issued pursuant to the Act to fund the Improvements and Services Costs; and (c) pay the District Administrative Costs; and

WHEREAS, on May 22, 2024, the Board of Directors, the governing body of the District, adopted Resolution No. 2024-03 imposing the Sales Tax subject to the approval of the Sales Tax by the qualified voters within the District in accordance with the Act; and

WHEREAS, on June 25, 2024, pursuant to an election conducted by the Jackson County Board of Election Commissioners, qualified voters within the District approved the Sales Tax; and

WHEREAS, the District Sales Tax is expected to become effective on October 1, 2024, at the earliest, or on January 1, 2025, at the latest; and

WHEREAS, the Parties desire to set forth through this Agreement their respective rights and obligations with respect to the Improvements and Services and the operation of the District.

AGREEMENT

NOW, THEREFORE, for and in consideration of the premises, and the mutual covenants herein contained, the Parties agree as follows:

ARTICLE 1: DEFINITIONS, RECITALS, AND EXHIBITS

Section 1.1 Recitals and Exhibits. The representations, covenants, and recitations set forth in the foregoing recitals and the exhibits attached to this Agreement are material to this Agreement and are hereby incorporated into and made a part of this Agreement as though they

were fully set forth in this Section, and the appropriate exhibits are incorporated into each section of this Agreement that makes reference to an exhibit.

Section 1.2 Definitions. In addition to words and terms defined by the Act and elsewhere in this Agreement, the following words and terms shall have the meanings ascribed to them in this Section unless the context in which such words and terms are used clearly requires otherwise:

"Act" means the Missouri Community Improvement District Act, §§ 67.1401, *et seq.*, RSMo, as amended.

"Agreement" means this Intergovernmental Cooperative Agreement, as from time to time amended in accordance with its terms.

"Account" means the account established and held by the District at such bank selected by the District for the deposit of District Revenue and for the payment of Improvements and Services Costs and District Administrative Costs.

"Applicable Laws" means any applicable constitution, treaty, statute, rule, regulation, ordinance, order, directive, code, interpretation, judgment, decree, injunction, writ, determination, award, permit, license, authorization, requirement, or decision of or agreement with or by any unit of government.

"Board of Directors" means the Board of Directors of the Fairmount Community Improvement District.

"Capital Improvements" shall mean any public improvements, including construction, reconstruction, installation, repair, maintenance, and equipping of 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, that are funded by the District and constructed within public rights-of-way or on public property by or at the direction of the District.

"City" means the City of Independence, Missouri, a municipal corporation of the State of Missouri.

"City Administrative Services" means the services to be provided by the City to the District as specifically described in Section 4.5 of this Agreement.

"City Clerk" means the Clerk of the City.

"City Council" means the governing body of the City.

"City Finance Director" or "Director of Finance" means the Director of Finance for the City.

"City Hall" means the official office of the City located at 111 E. Maple, Independence, Missouri 64050.

"City Manager" means the City Manager of the City.

"City Reimbursable Costs" means those costs described in Section 4.7 of this Agreement.

"District Administrative Costs" means the amounts incurred by the District for overhead expenses of the District for administration, operation, implementation, collection, and enforcement incurred in connection with the Improvements and Services and the District Revenue. District Administrative Costs include, without limitation, the following: (a) reimbursement of the Board of Directors for actual expenditures in the performance of duties on behalf of the District as permitted by the District's bylaws and the Act; (b) expenses incurred in the exercise of the statutory and contractual powers of the District under the Act; (c) costs related to any authorized indebtedness of the District, including the issuance and repayment of Obligations pursuant to Section 67.1491 of the Act; and (d) actual, reasonable expenses that are necessary or desirable for the operation of the District as permitted under the Act that shall include, but are not limited to, costs associated with elections, notices, publications, meetings, supplies, equipment, photocopying, the engagement of legal counsel, accounting, engineering, land use planning, financial auditing services, insurance, administration of the Sales Tax, enforcement and collection of the Sales Tax, and other professional consultants or services.

"District" means the Fairmount Community Improvement District, a political subdivision of the State of Missouri and community improvement district established in accordance with the Act.

"District Revenue" means the Sales Tax revenue collected by DOR on behalf of the District and deposited in the Account and such other revenue earned or received by the District from other sources.

"District Land" means the real property within the District legally described in the attached Exhibit A.

"DOR" means the Missouri Department of Revenue.

"Event of Default" means any event specified in Section 6.1 of this Agreement.

"Excusable Delays" means delays due to acts of terrorism, acts of war or civil insurrection, strikes, riots, floods, earthquakes, fires, tornadoes, casualties, acts of God, labor disputes, governmental restrictions or priorities, embargoes, national or regional material shortages, failure to obtain regulatory approval from any Federal or State regulatory body, unforeseen site conditions, material litigation by parties other than a Party and not caused by any Party's failure to perform, or any other condition or circumstances beyond the reasonable or foreseeable control of the applicable Party using reasonable diligence to overcome which prevents such Party from performing its specific duties or obligation hereunder in a timely manner.

"Financing Costs" means those costs incurred as a result of loans, notes, or other forms of indebtedness issued by the District pursuant to the Act subject to the restrictions in this Agreement to pay any portion attributable to costs incurred or estimated to be incurred, including

but not limited to loan fees, capitalized interest, legal fees, financial advisor fees, broker fees or discounts, printing, interest, and other costs related to such financing.

"Improvements and Services" means the: (a) Capital Improvements; (b) a program to remediate blighting conditions on private property within the District pursuant to a contract with a private property owner provided that the City Council first determines that the action to be taken is reasonably anticipated to remediate the blighting conditions and will serve a public purpose; (c) services within the District, including marketing and public relations, events, advertising, promotion, maintenance, investment, security services, and other services or activities eligible under the Act; and (d) additional improvements and services as authorized under the Act, each as more specifically described in the Petition.

"Improvements and Services Costs" means all actual and reasonable costs and expenses which are incurred by, at the direction of or otherwise with the consent of the District with respect to construction and performance of the Improvements and Services, including the actual and reasonable cost of labor and materials payable to contractors, builders, suppliers, vendors, and materialmen for the Improvements and Services that are constructed or performed by or on behalf of the District, plus all actual and reasonable costs to plan, finance, develop, design, and acquire the Improvements and Services, including, but not limited to, the following:

(1) actual and reasonable fees and expenses of land use planners, architects, appraisers, attorneys, surveyors, and engineers for estimates, surveys, soil borings, and soil tests and other preliminary investigations and items necessary to the commencement of construction, Financing Costs, preparation of plans, drawings, and specifications and supervision of construction, as well as for the performance of all other duties of land use planners, architects, appraisers, attorneys, surveyors and engineers in relation to the creation of the District and construction and performance of the Improvements and Services and all actual and reasonable costs for the oversight of the completion and the ongoing repair and maintenance of the Improvements and Services;

(2) City Reimbursable Costs;

(3) District Administrative Costs; and

(4) all other items of expense not elsewhere specified in this definition which may be necessary or incidental to the review, approval, acquisition, construction, improvement, and financing of the Improvements and Services and which may lawfully be paid or incurred under the Act.

"Indenture" means any bond trust indenture, financing agreement, or other agreement governing the issuance, payment and/or redemption of the Obligations.

"Mayor" means the Mayor of the City.

"Obligations" means any bonds, notes, loans, or other obligations issued or obtained by the District and payable from or secured by the District Revenue or such other collateral

permitted under the Act for the purpose of financing all or part of the Improvements and Services Costs

"Sales Tax" means a sales and use tax levied by the District on the receipts from the sale at retail of all eligible tangible personal property or taxable services at retail within its boundaries pursuant and subject to the Act at a rate not to exceed one percent (1.0%) for a period of up to twenty seven (27) years from the date of the Ordinance.

"Special Allocation Funds" means the funds established by the City into which, as required by the TIF Act, fifty percent (50%) of the total additional revenue from taxes which are imposed by the City or other taxing districts, including the District, which are generated by economic activities within the District are required to be deposited within the appropriate Special Allocation Fund account.

"TIF Act" means the Real Property Tax Increment Allocation Redevelopment Act, RSMo, §§ 99.800 *et seq*., as amended.

"TIF Plan" or "TIF Plans" means any one or more tax increment financing plans that may be approved by the City in accordance with the TIF Act and that may also overlap all or part of the District Land.

ARTICLE 2: REPRESENTATIONS

Section 2.1 Representations by the District. The District represents that:

A. The District is a community improvement district and political subdivision, duly organized and existing under the laws of the State of Missouri, including particularly the Act.

B. The District has authority to enter into this Agreement and to carry out its obligations under this Agreement. By proper action of its Board of Directors, the District has been duly authorized to execute and deliver this Agreement, acting by and through its duly authorized officers.

C. The execution and delivery of this Agreement, the consummation of the transactions contemplated by this Agreement and the performance of or compliance with the terms and conditions of this Agreement by the District will not conflict with or result in a breach of any of the terms, conditions, or provisions of, or constitute a default under, any mortgage, deed of trust, lease, or any other restriction or any agreement or instrument to which the District is a party or by which it or any of its property is bound, or any order, rule, or regulation of any court or governmental body applicable to the District or any of its property, or result in the creation or imposition of any prohibited lien, charge, or encumbrance of any nature whatsoever upon any of the property or assets of the District under the terms of any instrument or agreements to which the District is a party.

D. Except as to the shared benefits among all property owners within the District that are anticipated to result from the Improvements and Services, no member of the Board of Directors has any significant or conflicting interest, financial or otherwise, in the Improvements and Services or in the transactions contemplated by this Agreement. Any member of the Board of Directors who has a significant or conflicting interest, financial or otherwise, in the

Improvements and Services or in the transactions contemplated by this Agreement shall disclose said interest to the Parties and refrain from voting and/or making any final approval decisions regarding the Improvements and Services or other transactions contemplated by this Agreement, unless the Parties mutually agree that said member of the Board of Directors may otherwise participate in the voting and/or making decisions regarding the Improvements and Services or other transactions contemplated by this Agreement.

E. There is no litigation or proceeding pending or threatened against the District affecting the right of the District to execute or deliver this Agreement or the ability of the District to comply with its obligations under this Agreement or which would materially adversely affect its financial condition.

F. The District acknowledges that the funding, construction and performance of the Improvements and Services is of significant value to the City, the District, the District Land, and the general public.

Section 2.2 Representations by the City. The City represents that:

A. The City is duly organized and existing under the Constitution and laws of the State of Missouri, as a constitutional charter city and is a political subdivision in which the District is located.

B. The City has authority to enter into this Agreement and to carry out its obligations under this Agreement, and by proper action of its City Council, the City Manager or other designated City official has been duly authorized to execute and deliver this Agreement.

C. The execution and delivery of this Agreement, the consummation of the transactions contemplated by this Agreement, and the performance of or compliance with the terms and conditions of this Agreement by the City will not conflict with or result in a breach of any of the terms, conditions, or provisions of, or constitute a default under, any mortgage, deed of trust, lease, or any other restriction, agreement, or instrument to which the City is a party or by which it or any of its property is bound, or any order, rule, or regulation of any court or governmental body applicable to the City or any of its property, or result in the creation or imposition of any prohibited lien, charge, or encumbrance of any nature whatsoever upon any of the property or assets of the City under the terms of any instrument or agreement to which the City is a party.

D. To the City's knowledge, no member or employee of the City has any significant or conflicting interest, financial or otherwise, in the Improvements and Services or in the transactions contemplated by this Agreement. The City shall take reasonable steps to ensure that any member or employee of the City who has a significant or conflicting interest, financial or otherwise, in the Improvements and Services or in the transactions contemplated by this Agreement shall disclose said interest to the Parties and refrain from voting and/or making any final approval decisions regarding the Improvements and Services or other transactions contemplated by this Agreement, unless the Parties mutually agree that said member or employee of the City may otherwise participate in the voting and/or making decisions regarding the Improvements and Services or other transactions contemplated by this Agreement.

E. There is no litigation or proceeding pending or threatened against the City affecting the right of the City to execute or deliver this Agreement or the ability of the City to comply with its obligations under this Agreement.

F. The City acknowledges that the funding, construction and performance of the Improvements and Services is of significant value to the City, the District, the District Land, and the general public.

ARTICLE 3: MUTUAL COOPERATION

Section 3.1 Litter and Trash Cleanup, Walkability and Security. The Parties agree and acknowledge that the City has adopted Resolution No. 6337 requiring special taxing jurisdictions such as the District to adopt policies to address litter and trash cleanup, walkability and security within the City. The Parties agree that the District has limited revenue with which to expend towards these issues. However, the District agrees to develop such policies which may be in the form of recommendations to property owners which address these issues, and will ensure that its activities are in conformance with these requirements.

Section 3.2 Financing Improvements and Services.

A. Subject to the limits set forth in the Petition, the District may issue Obligations to fund all or a portion of the Improvements and Services Costs as permitted by Section 67.1491, RSMo.

B. The District shall be solely responsible for payment of Improvements and Services Costs with the proceeds of Obligations or other District Revenue.

Section 3.3 Impact of Tax Increment Financing Plans. As permitted under Section 99.845, RSMo, the Parties acknowledge that the District does not consent to the capture of any portion of the Sales Tax under any existing TIF Plan approved by the City pursuant to the TIF Act and in effect within all or any portion of the District Land. The City will use its best efforts to provide for the return of any captured Sales Tax revenues to the District, by surplus declaration or otherwise for any TIF Plan for a redevelopment area overlapping the District and to utilize any such funds as permitted under this Contract and the Act as if such funds were not subject to capture as Economic Activity Taxes under any TIF Plan.

Section 3.4 Certificates of Completion. Upon substantial completion of any phase of the Capital Improvements, the District or the District's contractor or engineer shall submit to the City a Certificate of Completion substantially in the form attached hereto as Exhibit C ("Completion Certificate") to the District. The District or the District's contractor or engineer shall certify that such phase of the Capital Improvements has been completed in accordance with the approved final plans and specifications and all Applicable Laws. Issuance of a Completion Certificate shall be conclusive evidence that the City has inspected the improvements and determined that such phase of the Capital Improvements has been completed in accordance with the approved plans and specifications and all Applicable Laws imposed or enforced by the City. Within twenty (20) days after receipt of the Certificate of Completion, the City shall notify the District in writing of the City's acceptance of the improvements to the extent not already dedicated to or owned by the City.

Section 3.5 Ownership and Maintenance of Capital Improvements. The District's initial primary role is to fund and/or assist in the funding of the Improvements and Services. It is not intended for the District to own title to the Capital Improvements or to the property upon which the Capital Improvements are undertaken. The District shall dedicate the Capital Improvements within City public right-of-way to the City upon completion of each phase of such Capital Improvements; provided, however, that the District reserves the right to acquire real or personal property or interests in property as permitted by the Act and as deemed necessary or desirable by the District and the City to facilitate the Capital Improvements. Hardscape portions of the Capital Improvements which are constructed within City rights-of-way or on other City-owned property or City easements and which have been approved and constructed in accordance with this Agreement shall be maintained by the City at its cost and expense in the same manner as the City typically maintains other public improvements of the same type. "Hardscape" portion of the Capital Improvements includes streets, sidewalks (provided that sidewalk maintenance obligations may be placed upon adjacent property owners), curbs, gutters, storm drains, storm grates, manhole covers, light poles, barriers, fire hydrants, public utilities, and any other permanent improvements that are traditionally constructed within City street and road projects. Unless the City and the District otherwise later agree, non-hardscape portions of the Capital Improvements shall be maintained by the District at its cost and expense. "Non-hardscape" portion of the Capital Improvements includes all Capital Improvements not defined as "Hardscape" above, and specifically includes landscaping, trees, shrubs, grass, bushes and all forms of plants or vegetation, landscaping grates, irrigation systems, benches, awnings, planters, gateway markers, signage, monuments, banners and seasonal, holiday or other types of decorations.

Section 3.6 Capital Improvements Phasing. The District shall not undertake any phase of the Capital Improvements that involves improvements to City-owned property or right-of-way without the prior approval of the City's Municipal Services Department with respect to such public improvements.

Section 3.7 Price Agreements and City Contracts. The Parties agree that the District shall be permitted to use vendors, suppliers and services contracted by the City whenever such contracts and price agreements contain the following language or similar language:

> "The bidder/respondent/proposer agrees to provide products and or services to any municipality, county, state, governmental public utility, nonprofit hospital, educational institution, special government agency, and nonprofit corporation performing governmental functions"

ARTICLE 4: COLLECTION OF FUNDS

Section 4.1 Imposition of the Sales Tax. The Board of Directors has imposed the Sales Tax by adoption of Resolution 2024-03 dated May 22, 2024. The qualified voters within the District voted to approve the Sales Tax on June 25, 2024, as evidenced by the certified election results issued by the Jackson County Election Board on June 27, 2024. It is anticipated that the Sales Tax will become effective on October 1, 2024. The DOR will collect the Sales Tax as provided in the Act. All District expenditures and payments from Sales Tax revenue shall be subject to annual appropriation of the District.

Section 4.2 Administration and Collection of the Sales Tax.

A. The DOR will collect the Sales Tax as provided in the Act and deposit monthly collections into the Account pursuant to an agreement between the District and the DOR.

B. The District shall: (i) perform or provide for the performance of all functions incident to the administration, enforcement, and operation of the Sales Tax, to the extent not performed by the DOR, pursuant to the Act, and subject to this Agreement; (ii) maintain the Account for deposit of all District Revenue and pay any reasonable bank fees; (iii) maintain the District's checkbook, write checks, and arrange for check signatures by authorized District officers for payment of District-approved expenditures; and (iv) prepare or cause to be prepared financial statements according to generally accepted accounting principles and the budgets and reports as set forth in Section 5.1 or such other documents as may be required under the Act or by the Applicable Laws.

At any time during the term of the Sales Tax, the District may: (i) enter into any contract required by DOR for the collection of the Sales Tax and disbursement thereof to the Account in accordance with the Act; and (ii) prescribe any required forms and administrative rules and regulations for reporting the Sales Tax.

Upon the expiration of the Sales Tax, all funds remaining in the Account shall continue to be used solely in accord with this Agreement and the Act.

C. The District shall notify the City in writing of each meeting of the Board of Directors by delivering a copy of such notice and an agenda for the noticed meeting by U.S. postal service or electronic mail to the City Clerk at the address provided in Section 7.4. All meeting notices shall be posted at the District's official office, as designated in the District's bylaws.

Section 4.3 Investment of District Revenue. District Revenue on deposit in the Account shall be funds of the District only and shall not be deemed to be City funds. The Board of Directors may invest the District Revenue on deposit in the Account in accordance with the Act and other Applicable Laws. All interest earned upon the balance in the Account shall be deposited to the credit thereof.

Section 4.4 District Administrative Costs. The District shall pay for the District Administrative Costs of the District from District Revenue. The District Administrative Costs shall be included in the District's annual budget, as provided in Section 5.1. In the course of performing the City Administrative Services set forth in this Agreement, the City shall not incur District Administrative Costs or other costs for the District or otherwise obligate the District without the express prior written approval of the District, which approval shall be given only in the District's sole discretion.

Section 4.5 City Administrative Services.

A. The Parties acknowledge that the administrative services to be performed by the City and the District under this Agreement are mutually beneficial and necessary to allow the District to undertake the Improvements and Services for which it was created.

B. The City shall perform the City Administrative Services as described below at no cost to the District: The City shall keep accurate records of information and documents received or prepared by the City in connection with the District and such records shall be open to the inspection of officers of the District. Any District records which are confidential pursuant to Section 32.057, RSMo, shall be obtained by the District from the Missouri Department of Revenue.

Section 4.6 Enforcement of the Sales Tax. As provided in the Act and Applicable Laws, the DOR will enforce the Sales Tax. To the extent that the Sales Tax is not enforced by the DOR, the District shall be responsible to prosecute or defend all actions, lawsuits, or proceedings necessary for collection and enforcement of the Sales Tax.

Notwithstanding anything to the contrary in this Agreement, the District shall not be required to undertake any enforcement action if the cost of such enforcement is reasonably expected to exceed the amount of revenues sought to be collected or if the amount sought to be collected exceeds the expected enforcement costs and the difference, in the District's discretion, is not enough to justify an enforcement action. Any costs incurred by the District in an attempt to enforce and/or collect the Sales Tax pursuant to this Section shall be considered as a District Administrative Cost.

Section 4.7 City Reimbursable Costs. If the City incurs costs in the future in connection with the Improvements and Services, the City Administrative Services, or any other action that the District requests the City to take, and such costs are authorized for payment or approved for payment in accordance with this Agreement, the District shall pay for such City Reimbursable Costs within a reasonable time of receipt of an invoice from the City. Any Capital Improvements costs to be incurred by the City must be approved by the District in writing before being incurred. If the City seeks reimbursement for future Improvements and Services Costs that the District did not approve in writing before the City incurred such costs, the District, in its sole discretion, may, but is not obligated to, treat all or any portion of such costs as City Reimbursable Costs and pay the City in accordance with this Agreement. If the District elects not to reimburse the City for all or any portion of Improvements and Services Costs incurred by the City without the District's prior approval, the District shall have no further obligation with respect to such costs. Notwithstanding the foregoing, all payments of City Reimbursable Costs are expressly subject to the District having sufficient unencumbered funds available to make any such payment. The Costs of City Administrative Services and the costs of any other actions that the District specifically requests the City to take shall automatically be treated as City Reimbursable Costs.

Section 4.8 Repeal of the Sales Tax. No proposal to abolish the District and to repeal the Sales Tax shall be made so long as the District's liabilities exceed its assets, there are outstanding claims or causes of action pending against the District, while there are outstanding

City Reimbursable Costs which remain due and payable pursuant to this Agreement, or while the District is insolvent, in receivership or under the jurisdiction of a bankruptcy court.

ARTICLE 5: SPECIAL COVENANTS

Section 5.1 Annual Budget, Annual Financial Report, Annual Report, and Obligations.

A. The District's fiscal year shall begin on July 1 and end on June 30 in each year that the District remains in existence. Not earlier than 180 days and not later than 90 days before the first day of each fiscal year, the District shall prepare, or cause to be prepared, a budget for capital and operating expenses for the next succeeding fiscal year for submission to the City Finance Director. Each budget and any amendments thereto shall generally be prepared in accordance with all applicable state statutes, including specifically Section 67.010, RSMo, as amended. The City Finance Director may review and comment to the Board of Directors on the proposed budget no later than 60 days before the first day of the relevant fiscal year. The Parties acknowledge that the District may, but is not required to, accept any recommendations suggested by the City Finance Director. The Board of Directors shall hold an annual meeting and adopt an annual budget not later than 30 days before the first day of each fiscal year. The District shall provide a copy of the approved budget to the City Finance Director.

B. As required by Section 105.145, RSMo, the District shall prepare, or cause to be prepared, an annual financial report of the District's financial transactions during each fiscal year and submit a copy of the annual financial report to the State Auditor no later than six (6) months after the end of the District's fiscal year. The annual financial report may be either an un-audited report or an audited report prepared by a certified public accountant. The District shall provide a copy of the annual financial report to the City Finance Director.

C. Within 120 days after the end of each fiscal year, the District shall submit a report to the City Clerk and to the Missouri Department of Economic Development stating the services, provided, revenues collected and expenditures made during such fiscal year, together with copies of written resolutions adopted by the Board of Directors during the fiscal year.

D. District Obligations shall be the special obligation of the District. The Obligations shall not be debt, as that term is used and defined in the Constitution and statutes of the State of Missouri, of the State of Missouri or any agency or political subdivision of the state.

ARTICLE 6: DEFAULTS AND REMEDIES

Section 6.1 Events of Default. If the following event shall occur and be continuing following the expiration of any cure provisions herein, then such event shall constitute an Event of Default under this Agreement: failure by any Party in the performance of any covenant, agreement or obligation imposed or created by this Agreement, and the continuance of such default for ninety (90) days after a non-defaulting Party has given written notice to the defaulting Party specifying such default.

Section 6.2 Remedies on Default. Except as otherwise provided in this Agreement, in the event of any default in or breach of any term or condition of this Agreement by either

Party, or any successor, the defaulting or breaching Party (or successor) shall, upon written notice from the other Party (or successor), proceed immediately to cure or remedy such default or breach, and, shall, in any event, within thirty (30) days after receipt of notice, commence to cure or remedy such default. If such cure or remedy is not taken or not diligently pursued, or the default or breach is not cured or remedied within a reasonable time, the aggrieved Party may institute such proceedings as may be necessary or desirable in its opinion to cure and remedy such default or breach. If any Event of Default has occurred and is continuing, then any non-defaulting Party may, upon its election or at any time after its election while such default continues, by mandamus or other suit, action or proceedings at law or in equity, enforce its rights against the defaulting Party and its officers, agents, and employees, and to require and compel duties and obligations required by the provisions of this Agreement.

Section 6.3 Rights and Remedies Cumulative. The rights and remedies reserved by the Parties under this Agreement and those provided by law shall be construed as cumulative and continuing rights. No one of them shall be exhausted by the exercise thereof on one or more occasions.

Section 6.4 Waiver of Breach. No waiver of any breach of any covenant or agreement contained in this Agreement shall operate as a waiver of any subsequent breach of the same covenant or agreement or as a waiver of any breach of any other covenant or agreement, and in case of an Event of Default, a non-defaulting Party may nevertheless accept from the defaulting Party, any payment or payments without in any way waiving the non-defaulting Party's right to exercise any of its rights and remedies as provided herein with respect to any such default or defaults in existence at the time when such payment or payments were accepted by the non-defaulting Party.

Section 6.5 Excusable Delays. No Party shall be deemed to be in default of this Agreement because of Excusable Delays. Excusable Delays shall extend the time of performance for the period of such excusable delay.

ARTICLE 7: MISCELLANEOUS

Section 7.1 Effective Date and Term. This Agreement shall become effective on the date this Agreement has been fully executed by the Parties. Upon the expiration of the Sales Tax as provided in Section 4.8, and the termination of the District in accordance with Section 67.1481, RSMo, and the terms of this Agreement shall terminate.

Section 7.2 Immunities. No recourse shall be had for (1) the payment of the principal, interest, or Financing Costs of any Obligations issued by the District, or (2) any claim based upon any representation, obligation, covenant or agreement in this Agreement, against any past, present or future officer, member, employee, director, or agent of the City or the District, or of any successor thereto, as such, either directly or through the City, the District, or any successor thereto, under any rule of law or equity, statute or constitution or by the enforcement of any assessment or penalty or otherwise, and all such liability of any such officers, members, employees, directors, or agents as such is hereby expressly waived and released as a condition of and consideration for the execution of this Agreement.

Section 7.3 Modification. The terms, conditions, and provisions of this Agreement can be neither modified nor eliminated except in writing and by mutual agreement between the Parties. Any modification to this Agreement as approved shall be attached hereto and incorporated herein by reference.

Section 7.4 Notice. Any notice, demand, or other communication required by this Agreement to be given to either party hereto to the other shall be in writing and shall be deemed to be given if it is mailed by United States registered mail, postage prepaid, or sent by electronic mail and addressed as hereinafter specified.

Any notice to City shall be addressed to:

City Manager
City of Independence, Missouri
City Hall
111 E. Maple Avenue
Independence, Missouri 64050
zwalker@indepmo.org

City Clerk
City of Independence, Missouri
City Hall
111 E. Maple Avenue
Independence, Missouri 64050
behrens@indepmo.org

With a copy to:

Megan E. Miller
Economic Development Counsel
Gilmore & Bell, P.C.
2405 Grand Boulevard, Suite 1100
Kansas City, Missouri 64108
mmiller@gilmorebell.com

Any notice to the District shall be addressed to:

Fairmount CID
Josko Wrabec, Chairman
c/o Community Services League
Attention: Doug Cowan
404 N. Noland Road
Independence, Missouri 64050
jwrabec@gmail.com
cowand@cslcares.org

With a copy to:

William B. Moore
Rouse Frets White Goss Gentile Rhodes
4510 Belleview Avenue, Suite 300
Kansas City, Missouri 64111
wmoore@rousepc.com

Each party shall have the right to specify that notice be addressed to any other address by giving to the other party ten (10) days' written notice thereof.

Section 7.5 Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Missouri and all actions shall be heard in Jackson County Circuit Court.

Section 7.6 Representatives Not Personally Liable. No official, agent, employee, or representative of the City shall be personally liable to the District, and no director, official, agent, employee, or representative of the District shall be personally liable to the City, in the event of default or breach by any Party under this Agreement, or for any amount which may become due to any Party or on any obligations under the terms of this Agreement.

Section 7.7 Validity and Severability. It is the intention of the Parties that the provisions of this Agreement shall be enforced to the fullest extent permissible under the laws and public policies of the State of Missouri, and that the unenforceability (or modification to conform with such laws or public policies) of any provision hereof shall not render unenforceable, or impair, the remainder of this Agreement. Accordingly, if any provision of this Agreement shall be deemed invalid or unenforceable in whole or in part, this Agreement shall be deemed amended to delete or modify, in whole or in part, if necessary, the invalid or unenforceable provision or provisions, or portions thereof, and to alter the balance of this Agreement in order to render the same valid and enforceable.

Section 7.8 Entire Agreement; Amendment. The Parties agree that this Agreement constitutes the entire agreement between the Parties and that no other agreements or representations other than those contained in this Agreement have been made by the Parties. No amendments, changes or modifications of this Agreement shall be made without obtaining the prior written approval of the Parties. The City and the District shall not be required to obtain the approval of the qualified voters for this Agreement or any such amendments, changes or modifications.

Section 7.9 Execution of Counterparts. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

Section 7.10 City Approvals. Unless specifically provided to the contrary herein, all approvals of the City hereunder may be given by the City Manager or his/her designee without the necessity of any action by the City Council. The City Manager, at his/her discretion, may seek the advice or consent of the City Council for any requested approval.

Section 7.11 District Approvals. Unless specifically provided to the contrary herein, all approvals of the District hereunder may be given by the Chairman or his/her designee without the necessity of any action by the Board of Directors. The Chairman, at his/her discretion, may seek the advice or consent of the Board of Directors for any requested approval.

Section 7.12 Recording. The District may record this Agreement with the Jackson County Recorder of Deeds within thirty (30) days of the Parties' executing this Agreement and the Parties shall share equally the recording fees.

Section 7.13 Assignment. Neither party shall assign this Agreement without the prior written consent of the other Party.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the District and the City have caused this Agreement to be executed in their respective names and attested as to the date as set forth below.

CITY:

CITY OF INDEPENDENCE, MISSOURI

By:_____
Zachary E. Walker, City Manager

ATTEST:

_____
Rebecca Behrens, City Clerk

STATE OF MISSOURI)
) ss
COUNTY OF JACKSON)

On this ____ day of _____, in the year 2024, before me, a Notary Public in and for said state, personally appeared Zachary E. Walker, City Manager of the City of Independence, Missouri, known to me to be the person who executed the within Intergovernmental Cooperative Agreement on behalf of the City of Independence, Missouri and acknowledged to me that they executed the same for the purposes therein stated.

Subscribed and affirmed before me this ____ day of _____, 2024.

_____
Notary Public

My Commission Expires:

DISTRICT:

FAIRMOUNT COMMUNITY
IMPROVEMENT DISTRICT

By:_____
Josko Wrabec, Chairman

ATTEST:

_____
Cyril Wrabec, Secretary

CERTIFICATE OF ACKNOWLEDGEMENT

STATE OF MISSOURI)
) ss
COUNTY OF JACKSON)

On this ___ day of _____, in the year 2024, before me, a Notary Public in and for said state, personally appeared Josko Wrabec, the Chairman of the Fairmount Community Improvement District, known to me to be the person who executed the within Intergovernmental Cooperative Agreement on behalf of the Fairmount Community Improvement District and acknowledged to me that he executed the same for the purposes therein stated.

Subscribed and affirmed before me this ____ day of _____, 2024.

_____
Notary Public

My Commission Expires:

EXHIBIT A

LEGAL DESCRIPTION OF DISTRICT LAND

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
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

EXHIBIT A

LEGAL DESCRIPTION OF DISTRICT LAND

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 fine 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 (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, mor 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, Giorgian 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, Giorgian 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 ¼ 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

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.

EXHIBIT A

LEGAL DESCRIPTION OF DISTRICT LAND

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, 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 Vereit 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.

EXHIBIT A

LEGAL DESCRIPTION OF DISTRICT LAND

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
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 01 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 test 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

EXHIBIT C

FORM OF CERTIFICATE OF COMPLETION

COMPLETION OF CERTIFICATE

TO: City of Independence, Missouri
Attention: City Manager

Re: Fairmount Community Improvement District

*Terms not otherwise defined herein shall have the meaning ascribed to such terms in the Intergovernmental Cooperative Agreement dated as of _____ ____, 2024 (the "**Agreement**") between the City of Independence, Missouri (the "**City**") and the Fairmount Community Improvement District. In connection with said Agreement, the undersigned hereby states and certifies that:*

1. The Capital Improvements which are described in Attachment 1 to this Certificate have been completed in accordance with the Agreement, and all required approvals, certificates or permits have been granted or issued by the appropriate governmental entity or agency to commence operation of all such improvements.

2. To the knowledge of the District, the District is not in default or breach of any term or condition of the Agreement, and no event has occurred, and no condition exists which constitutes an Event of Default on the part of the District under the Agreement.

3. All of the District's representations set forth in the Agreement remain true and correct as of the date hereof.

Dated this _____ day of _____, 20___.

FAIRMOUNT COMMUNITY IMPROVEMENT DISTRICT

By:_____

Name:_____

Title:_____

EXHIBIT C

FORM OF CERTIFICATE OF COMPLETION

Acceptance of Capital Improvements as described in Attachment 1 this ____ day of _____, 20_____:

RECOMMENDATION BY MUNICIPAL SERVICES DEPARTMENT

By: _____

Name: _____

Title: _____

APPROVAL BY CITY MANAGER

By: _____

Name: _____

Title: _____

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

24-097 **1R** An ordinance amending the Unified Development Ordinance, Chapter 14, of the City Code adding Section 14-912 Englewood Arts Overlay District. **1R**

Recommendations:

Commissioner O'Neill made a motion to recommend approval of the amendment to the UDO #70 case. A second was made by Commissioner Ashbaugh. The motion was approved 4-3.

Commissioner O'Neill made a motion to recommend approval of Case 24-175-07, with the amendment approved above. A second to the motion was made by Commissioner Torres. The Independence Planning Commission voted as follows:
Commissioner Ashbaugh – Yes
Commissioner Ferguson – No
Commissioner Nesbitt – No
Commissioner O'Neill – Yes
Commissioner Torres – Yes
Commissioner Wiley – Yes
Commissioner Young – No

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

Background:

Planning Efforts

The City has undertaken several plans, studies and initiatives over the years to address revitalization and housing issues covering the western portion of Independence. All of these plans have had a focus on revitalization of older commercial and residential neighborhoods as well as protecting and enhancing the viability, livability and affordability of these neighborhoods through the support of infill development, flexible zoning and overlay zones.

1993 Comprehensive Plan

The 1993 Comprehensive Plan noted "older, once very stable neighborhoods are facing decline, deterioration and/or a more unfavorable comparative market. This plan acknowledges the need for Independence to provide for attractive, efficient residential developments and redevelopments which will satisfy the need for the maximum range of choice of residential types, sizes and cost for present and future residents;"

US 24 Hwy Corridor Plan – Revitalization Strategy

The US 24 Hwy Corridor Plan examined the revitalization of the U.S. 24 Highway Corridor from the City's western city limits to the Truman Presidential Library. This Plan noted that the "Revitalization of the U.S. 24 Highway Corridor must start with improving the fabric, livability

and population base of the residential neighborhoods. Enhancing the Corridor's housing stock must be a priority with the goal of improving living conditions, increasing property values, and stimulating population growth." Further, "this framework for investment in the U.S. 24 Highway Corridor should include an infill strategy and overlay zones, and flexible zoning to encourage new housing construction and products."

2022 City-Wide Housing Study

The City-Wide Housing Study was undertaken to create a baseline understanding of what the City's housing needs and challenges are, both current and for the future. Other key aspects of the study include an assessment of existing housing conditions and an identification of critical housing needs. It is also intended to serve as the basis for future strategies decisions. These might include land use and zoning decisions.

A strategy of this study recommends improving the quality and condition of the existing housing stock, which is important to neighborhood stability and the overall health of Independence. Enhancing the condition of what exists today can benefit the community in many ways, including improving housing stability for residents, reducing health-related impacts of poor housing conditions, maintaining affordability of existing stock, increasing the tax base, enhancing the overall aesthetic of the community and leveraging ongoing investments. A few of the key programs and tactics recommended by the study included:

- Create policies that support infill development, such as allowing Accessory Dwelling Units (ADUs).
- Continue efforts to promote neighborhood stability.

Grassroot Efforts

History of Englewood ARTS District

In 2011, Englewood was rezoned to ARTS District. As an ARTS District, Englewood promoted the artisan culture and celebrated this rich history and culture. This district is intended to encourage the preservation and enhancement of arts-related uses and to preserve and enhance the area as a center for a variety of retail, business services, housing and office uses.

Over this period, dedicated community members and volunteers have been working to revitalize the neighborhoods around the Englewood ARTS district. This group has had many positive outcomes including the formation of the Englewood Community Improvement District, the attraction of new boutique businesses, the establishment of the Englewood Arts nonprofit organization and the rehabilitation of the former Comprehensive Mental Health Building into the Englewood Arts Center.

The group instrumental in the development and implementation of the ARTS District began working on their next grass root effort to address housing in 2019. This group mapped housing conditions, held numerous community and neighborhood meetings to discuss housing and

neighborhood revitalization. This effort led to the development of the Englewood Arts Overlay District (EAOD).

Englewood Arts Overlay District
The Englewood Arts Overlay District (EAOD) is intended to sustain the neighborhoods around and in proximity to the Englewood Arts District. The intended result of the overlay is to help establish a mixed-use area with art-related businesses as well as other low-intensity neighborhood-supporting businesses, live/work units and traditional residences integrated in a manner that maintains the residential character of the area.

ADU
An accessory dwelling unit (ADU) is a small secondary housing structure located on the lot with a larger primary dwelling. Although they can be known by other names such as granny flat, carriage house, backyard cottage, among others, ADUs are distinguished from other types of accessory buildings in that they must have a separate kitchen, living space, and entrance from the main house.

The Englewood Arts Overlay District intends to allow accessory dwelling units (ADUs) subject to the following conditions:

- Detached Accessory Dwelling Units only allowed.
- Minimum/Maximum size limitations. The ADU cannot be smaller than 300 square feet nor larger than 900 square feet. However, an ADU larger than 900 square feet can seek a special use permit.
- Maximum number of ADUs. The maximum number of ADUs is limited to 1 per lot. It would allow more than 1 ADU on a larger lot but only with approval of a special use permit.
- Requires a minimum separation from the primary residence.
- Requires minimum setback from property lines.
- Limits the maximum height to 35 feet.
- Requires 1 parking space for an ADU.
- Prohibits the sale of the ADU separately from the primary residence.
- Would only allow a bed and breakfast subject to approval of a special use permit.
- Requires the owner to live in either the primary or ADU.
- ADUs must be constructed meeting the latest adoptive version of the International Residential Code.
- Allows a home occupation in the ADU.
- ADUs are permitted on lots with a single-family residence and Residential zoning.

Staff reviewed over 20 ADU ordinances from local jurisdictions for best practices. These regulations allow ADUs in certain zoning districts subject to certain requirements. The EAOD ADU regulations are consistent with those requirements found in other local jurisdiction ordinances.

Allowing ADUs is a housing strategy that aims to create additional affordable dwelling units, increase property values and can provide supplemental income for property owners. ADUs build on the traditional development form similar to that found in the Englewood area and promote the efficient use of land. The proposed regulations provide affordable living options in prescribed areas, while protecting the character and maintaining compatibility between uses. ADUs promote livable communities by:

- Providing convenient living arrangements and multi-generational housing options for care and support of family members;
- Promoting intergenerational wealth;
- Enabling "aging-in-place" options for older residents;
- Increasing affordable housing options;
- Expanding the local property tax base.

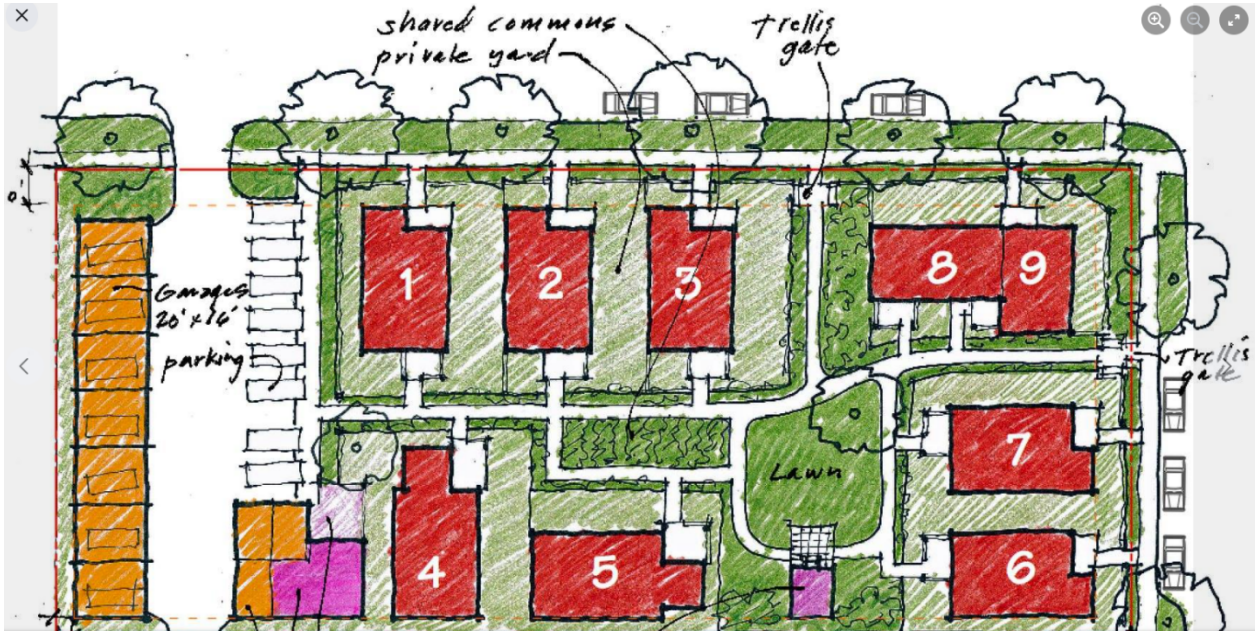
Cottage Neighborhood Cluster

The EAOD proposes to proposes to introduce Cottage Neighborhood Cluster, which is a planned community that consists of a grouping of 3-12 smaller square footage residences, often around a courtyard or common open outdoor space commonly designed to maximize space and encourage time spent in a community space.

The purpose of a Cottage Neighborhood Cluster design is to:

1. Encourage a stronger sense of community and security among nearby neighbors while preserving personal privacy;
2. Promote a variety of housing choices to meet the needs of a population diverse in age, income, household composition, and individual needs; especially small households (one to three-person households);
3. Seek to balance projected population growth with the community goal of preventing sprawling development and to this end examine opportunities to use land more efficiently for housing.
4. Encourage affordability, innovation, and variety in housing design and site development while ensuring compatibility with surrounding land uses;
5. Encourage the creation of more usable space for residents of the development through flexibility in density and lot standards
6. Maximize resident/pedestrian-oriented outdoor spaces and minimize the impact of automobile traffic and parking.

The drawing below is for illustrative purposes only but is representative of a cottage neighborhood.



The EAOD outlines minimum site requirements, approval requirements and design perimeters (e.g., minimum open space, front porches, street facing facades, community amenities, parking, fences, etc.).

It is envisioned that cottage neighborhoods could be developed on vacant and under-utilized properties within the Englewood area. This housing type would meet many of the housing needs and strategies identified in various plans covering this area (i.e., Downtown Redevelopment Coordinating Committee Report, US 24 Hwy Plan, City-Wide Housing Study, and the Comprehensive Plan):

- Encourage redevelopment of vacant or underutilized sites.
- Promote in-fill development, where appropriate, to support more compact urban form.
- Promote redevelopment that maximizes existing infrastructure.
- Encourage reinvestment in existing neighborhoods.
- Promote a range of housing options.

Besides meeting several housing needs and strategies identified in various plans, this type of housing fits the characteristics of the area with its representative of older, traditional urban development patterns.

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

Emergency Justification:

Fiscal Impact:

Council Action:

Department / Contact Community Development /

REVIEWERS

Tom Scannell
Jeremy Cover
Zachary Walker
Susanne Holland

ATTACHMENTS:

1. Ordinance 24-175-07 EAOD
2. Staff Report UDO Amendment #70 EAOD
3. 14-912 EAOD Engelwood Arts Overlay District
4. AARP Letter of Support
5. Planning Commission Meeting Minutes 8-27-24

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE UNIFIED DEVELOPMENT ORDINANCE, CHAPTER 14, OF THE CITY CODE ADDING SECTION 14-912 ENGLEWOOD ARTS OVERLAY DISTRICT.

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 August 27, 2024, and rendered a report to the City Council recommending the text amendment to the UDO be approved by a vote of 4-3; 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, 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 14-912 of Chapter 14, Unified Development Ordinance, is hereby added to read as follows:

14-912 EAOD, ENGLEWOOD ARTS OVERLAY DISTRICT

14-912-01 Purpose

The Englewood Arts Overlay District hereafter referred to as "EAOD", is an overlay district that is intended to promote robust and sustainable mixed-income neighborhoods within the Englewood Arts Overlay District boundaries. The district is intended to sustain great neighborhoods that are safe, walkable and include a mixture of densities and designs encouraging interaction and pride. Art is integrated into the overlay infrastructure to enhance neighborhoods, encourage economic revitalization, and nurture artistic contributions to the City and region. The overlay is to help establish a mixed-income area

with art-related businesses as well as other low-intensity neighborhood-supporting businesses, live/work units and traditional residences integrated in a manner that maintains the residential character of the area.

14-912-02 Applicability

The regulations in this section apply to all property in the EAOD district. The EAOD overlays the base City of Independence zoning and provides additional flexibility in zoning and restrictions. Refer to Article 14-900-02: UDO Overlay Districts. If there is a conflict between the base zoning district and the EAOD, the EAOD takes precedence with the exception of the ARTS District zoning of Section 14-910. The ARTS District zoning of Section 14-910 supersedes the EAOD zoning policy.

14-912-02-A. Use Table. Uses are allowed in the EAOD district in accordance with Table 912-A below

14-912-02-B. Permitted Uses. Uses identified with a "P" in Table 912-A are permitted as-of-right, subject to compliance with all other applicable standards of this development ordinance.

14-912-02-C. Conditional Uses. Uses identified with a "C" in Table 912-A are permitted as-of-right, subject to compliance with the Use Standards referenced in the right column of Table 912-A, and all other applicable standards of this development ordinance.

14-912-02-D. Special Uses. Uses identified with an "S" in Table 912-A may be allowed if reviewed and approved in accordance with the special use procedures of Article 14-704.

14-912-02-E. Prohibited Uses. Uses identified with a "-" in Table 912-A are expressly prohibited.

14-912-02-F. Use Standards. The "Use Standards" column of Table 912-A identifies use-specific standards that apply to some uses. Compliance with such standards is required.

Table 912-A Englewood Arts Overlay Use Table

P: Permitted, S: Special Use Permit Required, C: Conditional Uses, - : Not Allowed, (Blank Space): base city zoning

Use Category	Zoning District	Zoning District	Zoning District	Use Standards
Specific Use Type	Residential UDO 14-300-01-A	Office and Commercial UDO 14-301-01-A	Industrial UDO 14-302-01-A	
RESIDENTIAL				
Household Living				
Above Street Floor	P	P	P	
Detached House	P	-	-	
Apartment	P	S	S	14-505

Multi-unit House	S	S	S	14-505
Multiplex	S	S	S	14-505
Accessory Dwelling Unit (ADU)	C	S	-	14-912-04
Attached Accessory Dwelling Unit (ADU)	C	-	-	14-912-04
Cottage Neighborhood Cluster	C	C	C	14-912-06
Group Living				
Nursing Home	-	S	S	
Recovery Center	-	S	S	
PUBLIC/CIVIC				
Park/Recreation	C	C	C	14-407
Library/Cultural Exhibit	C	C	C	14-407
COMMERCIAL				
Animal Service				
Shelter or Boarding Kennel		P/S	P/S	14-912-05, 14-301, Table 301; 14-302, Table 302
Pet Day Care		P	P	14-912-05
Grooming		P	P	14-912-05
Sales and Grooming		P	P	14-912-05
Veterinarian		P	P	14-912-05
Artist Work Space				
Artist Work or Sales Space		P	P	14-912-05
Recording Studio		P	P	14-912-05
Eating and Drinking Establishments				
Tavern and Night Club			S	14-704
Eating and Drinking Establishment		P	P	14-912-05
Mobile Food Unit		P	P	City Codes Chapter 5
Entertainment and Spectator Sports				
Indoor Small Venue (1-149 capacity)			S	14-912-05, 14-704
Indoor Medium Venue (150-499 capacity)		S	S	14-704

Indoor Large Venue (500+ capacity)		**S**	**S**	**14-704**
Outdoor Medium/Large Venue (all sizes)			**S**	**14-411, 14-704**
Financial Service				
Pawn Shop		**-**	**-**	
Short-term Loan Service		**-**	**-**	
Bail Bonds/Surety Recovery Agent		**-**	**-**	
Lodging				
Short Term Rental	**C**			**14-912-04-K, 14-424**
Bed and Breakfast	**C**			**14-912-04-K, 14-424**
Office				
Counseling		**P**	**P**	**14-912-05**
Personal Improvement Service				
Body Art Service		**S**	**S**	**14-912-05, 14-416**
Retail Sales				
Gun and/or Ammo Sales/Service		**-**	**-**	
Bookstore		**P**	**P**	**14-912-05**
Craft Store		**P**	**P**	**14-912-05**
Vehicle Sales and Service				
Heavy Equipment Sales/Rental			**S**	
Motor Vehicle Repair				**14-418**
Motor Vehicle Sales				**14-409**
Vehicle Storage and Towing				
Vehicle Storage/Tow Lot		**-**	**-**	
Tow Service Dispatch Center		**-**	**-**	
INDUSTRIAL				
Manufacturing, Production and Industrial Service				
Artisan		**P**	**P**	**14-912-05**
OTHER				
Agriculture, Urban				
Home Garden	**P**	**P**	**P**	

Community Garden	C	C	C	14-417
Greenhouse (less than 250 sq. ft.)	P	P	P	14-704
Greenhouse (more than 250 sq. ft.)	S	S	S	14-704
Wireless Communication Facility				
Cellular Towers	S	S	S	14-410
Neighborhood Places				
Park	C	C	C	14-407

14-912-03 Residential Design Standards

EAOD Residential Design Standards promote quality housing and neighborhood design while offering opportunities to build density in areas that may otherwise be difficult to develop. No final inspection or certificate of occupancy will be approved until the structure is confirmed to be in accordance with Section 14-912-03-A and B standards.

14-912-03-A Minimum Floor Area for Single-Family Detached Houses

All single-family detached houses shall enclose a floor area of not less than 500 square feet for a single-story structure, and 700 square feet for structures of more than one story, and be in compliance with the lot and building standards listed in Section 14-912-03-B.

14-912-03-B Lot and Building Standards

All development in EAOD must comply with the lot and building standards of Table 912-B and Table 912-C, except as otherwise expressly provided. Rules for measuring compliance with the lot and building standards established in Table 912-B, Table 912-C, and applicable exceptions to the standards can be found in Section 14-202.

Table 912-B Lot and Building Standards	
	EAOD
Lot Size	
Min. lot area (square feet)	None
Min. lot width (feet)	None
Min. Exterior Setback	
Nonresidential Use Front Facing Street (feet)	0
Nonresidential Use Side Facing Street	5
Residential Use Front Facing Street (feet)	20
Residential Use Side Facing Street (feet)	5
Min. Interior Setback	
Side (feet)	5
Rear – Adjacent to Nonresidential Zones (feet)	7.5
Rear – Adjacent to R District with Height < 20' (feet)	* [1]

Rear – Adjacent to R District with Height > 20' (feet)	* [2]
Height	
Maximum (feet)	35

Notes to Table 912-B

*** [1] When a structure has a height of fewer than 20 feet and is adjacent to an R-zoned lot, the rear setback shall be 7.5 feet.**

*** [2] When a structure has a height of 20 feet or more and is adjacent to an R-zoned lot, the rear setback shall be 12 feet.**

Table 912-C

Building Type		# of Dwellings		Lot Standards		
	Lot Type	Principal	Accessory	Area	Width	Maximum Coverage
Detached House						
	Estate Lot	1	1*	13K+	100' +	35%
	Standard Lot	1	1*	6K – 13K	60' – 99'	45%
	Neighborhood Lot	1	1	4.5K – 6K	45' – 59'	55%
	Small Lot	1	1	3K – 4.5K	35' – 44'	65%
	Small Format	1	NA	1.5K – 3 K	25' – 34'	75%
Live/Work		1	1	1.5 – 6K	16' – 50'	65%
Mixed Use Building		1.5K per unit		2.5K – 1 acre	30' – 100'	80%

Notes to Table 912-C: *requests for more than 1 ADU must be reviewed and approved through the Special Use Permit process outlined in Section 14-704.

14-912-04 Accessory Dwelling Unit Regulations

Accessory Dwelling Units (ADUs) are allowed in the EAOD as outlined below:

14-912-04-A Definition

ACCESSORY DWELLING UNIT (ADU)

A dwelling unit that is incidental to and located on the same lot as a single-family residence that provides complete independent living facilities for one or more persons.

14-912-04-B Where Allowed

The ADU shall be located on a lot with a single-family residence and that has a R-District base zoning.

14-912-04-C ADU Size – Maximum/Minimum

The maximum floor area for a detached or newly constructed attached accessory dwelling unit shall be 900 square feet. An attached ADU utilizing an existing structure can be larger than 900 square feet in accordance with the special use procedures of Section 14-704. The minimum floor area for an accessory dwelling unit shall be 300 square feet.

14-912-04-D Number of ADUs

Refer to Table 912-C.

14-912-04-E Distance from Primary Residence

The minimum distance between the detached accessory dwelling unit and the primary single-family residence shall be 5 feet.

14-912-04-F Required Setbacks

Accessory dwelling units detached from the primary single-family residence shall comply with the interior and exterior setbacks in Section 14-912-03.

14-912-04-G Design Standards

The appearance, exterior finish materials, roof pitch, roof shape, trim, eaves, window orientation, and dimensions must be the same or visually match those of the structure on the lot. Design standard exceptions must be reviewed and approved through Section 14-706-01.

14-912-04-H Height

Accessory dwelling units detached from the primary single-family residence shall comply with the height requirements in Table 912-B.

14-912-04-I Parking

One (1) off-street parking space shall be provided for an accessory dwelling unit. In the event a required parking space is eliminated to accommodate an accessory dwelling unit, off-street parking shall be provided on the lot in accordance with the parking ratios of Section 14-501-05.

14-912-04-J Sale of Units

The accessory dwelling unit shall not be sold separately from the principal residence.

14-912-04-K Short-Term Lodging

The accessory dwelling unit shall not be rented for periods of less than 30 days unless approved as a bed and breakfast in accordance with Section 14-420.

14-912-04-L Rental Occupancy

Any accessory dwelling unit or single-family residence that is not owner-occupied shall be subject to the Rental Ready Program of Chapter 4 of the City Code unless it is unoccupied.

14-912-04-M Owner Occupancy

The legal property owner of the lot shall be required to reside in either the primary residence or an accessory dwelling unit located on the lot, except for temporary absences not to exceed a combined total of six (6) months in a calendar year. ADU and single-family residences cannot be rented at the same time. Exceptions to this requirement may be submitted by non-profit entities to the Community Development Director. The Community Development Director may approve the exception if reasonable documentation is submitted.

14-912-04-N Building Code

All ADUs shall comply with the currently adopted International Residential Code appendix related to "Tiny Houses."

14-912-05 Home Occupation

A principal dwelling and/or an Accessory Dwelling Unit may be used for a home-based business in accordance with the standards of Section 14-400-03.

14-912-06 Cottage Neighborhood Cluster

14-912-06-A Definition

COTTAGE NEIGHBORHOOD CLUSTER

A planned community that consists of a grouping of 3-12 smaller square footage residences, often around a courtyard or common open outdoor space commonly designed to maximize space and encourage time spent in a community space.

14-912-06-B Purpose

1. **The purpose of a cottage Neighborhood Cluster design is to:**
   a. **Encourage a stronger sense of community and security among nearby neighbors while preserving personal privacy;**
   b. **Promote a variety of housing choices to meet the needs of a population diverse in age, income, household composition, and individual needs; especially small households (one to three-person households);**
   c. **Seek to balance projected population growth with the community goal of preventing sprawling development and to this end examine opportunities to use land more efficiently for housing.**
   d. **Encourage affordability, innovation, and variety in housing design and site development while ensuring compatibility with surrounding land uses;**
   e. **Encourage the creation of more usable space for residents of the development through flexibility in density and lot standards.**
   f. **Maximize resident/pedestrian-oriented outdoor spaces and minimize the impact of automobile traffic and parking.**

14-912-06-C Allowed Uses

1. **The allowed uses within the Cottage Neighborhood Cluster shall be single-family detached dwellings, duplex dwellings, carriage houses, live/work units, community buildings, temporary real estate sales office/model home, and vehicle parking lots and structures. The Cottage Neighborhood Cluster shall comply with Table 912-A.**

14-912-06-D Site Requirements

1. **Cottage Neighborhood Cluster Size**
   a. **There shall be a minimum of three (3) dwellings with a maximum of twelve (12) dwellings per cluster.**
   b. **There shall be no limit to the number of clusters.**
2. **Lot and Building Standards**
   a. **All Cottage Neighborhood Clusters shall comply with 14-912-03.B.**
3. **Maximum Coverage for All Impervious Surfaces**
   a. **There shall be no maximum impervious coverage, provided that stormwater is approved in accordance with the City's Design and Construction Manual.**

4. **Dwelling Size**
   a. **The maximum dwelling size shall be limited to 2,000 square feet and the minimum dwelling size shall be no less than 300 square feet.**

14-912-06-E Approval Process

A Cottage Neighborhood Cluster or a development greater than one (1) Cottage Neighborhood Cluster shall be reviewed and approved in accordance with the design parameters of 14-912-06-F, the procedure of Section 14-703, 14-912-06-E-1 and 14-912-06-E-2. If there is a conflict between the EAOD and Section 14-703, the EAOD takes precedence.

1. **Within Section 14-703, replace "Planned Unit Development (PUD)" with "Cottage Neighborhood Cluster (CNC)"**
2. **A Cottage Neighborhood Cluster is not required to follow criteria 14-703-05-H-2 of the Planned Unit Development Review Criteria for approval.**

14-912-06-F Design Parameters

1. **Common Open Spaces in Cottage Neighborhood Clusters**
   a. **Intent. Open space that is commonly owned and managed by all owners of a cottage neighborhood is a key feature in fostering community. It is intended that it be adequately sized and centrally located with individual dwelling entrances oriented towards the open space.**
      i. **Size. A minimum of 400 square feet per dwelling unit of common open space is required in each cottage neighborhood cluster. Buildings serving all residents in a cottage neighborhood cluster may be included in the required area. Parking areas, spaces between buildings of 15 feet or less in width, private spaces, and driveways do not qualify as common open spaces.**
2. **Private Open Space**
   a. **Intent. A sense of community requires the right balance of personal privacy. Private open space is an essential component of this balance. A 'front' yard creates a buffer between public and private spaces, while a 'side' or 'back' yard offers increased seclusion.**
   b. **Size. Each residential unit shall be provided with a minimum of 200 square feet of usable private open space, such open space requirements may be met with a combination of front, side, or rear yard locations.**
3. **Front Porch**
   a. **Intent. A covered front porch is a key element in fostering neighborly connections. Offering surveillance of public space. Its placement, size, relation to interior and public spaces, and the height of railings are all factors in achieving these intents.**
   b. **Location. Every dwelling shall have a covered front porch oriented toward the common open space or street. The porch shall be open on at least two sides and shall not be enclosed.**

c. **Size. The covered porch shall be greater than 70 square feet in area, with a minimum dimension of 6 feet.**
d. **Use. Front Porches are intended as supplementary living space, not storage space, as well as shelter from the weather for entering and exiting the dwelling; therefore, overnight storage shall not be allowed.**

4. **Street-Facing Facades**
   a. **Intent. The facades of buildings facing the street contribute to the neighborhood by including attractive design details such as windows, front doors, porches, siding, and trim.**
   b. **All Street-facing facades of dwellings shall avoid blank walls or appear to "turn their backs" to the street. Such facades shall include one or more of the following:**
      i. **Porches;**
      ii. **Windows, including bay windows;**
      iii. **Dormers;**
      iv. **Changes in exterior siding material or paint color;**
      v. **Building modulation with a depth measuring at least one foot.**
5. **Privacy Between Dwellings**
   a. **Intent. Having a next-door house or apartment peering into your own can be uncomfortable and claustrophobic; therefore, arrange openings to preserve privacy.**
   b. **Dwellings shall be designed so that no window peers into the living space of adjacent dwellings closer than 20 feet apart. This may be accomplished by:**
      i. **'Nesting' dwellings with open and closed sides: the open side may have windows facing its own side yard or rear yard, while the closed side may have high windows, translucent windows, or skylights to bring in ample light while preserving privacy;**
      ii. **Zero lot line dwellings (duplex) with no side windows;**
   c. **The side yard of a dwelling may be fully used to the face of the neighboring building through landscape easements or other means.**
6. **Community Amenities**
   a. **Intent. Shared elements are direct amenities of living in a cottage neighborhood. Beyond these benefits, these common amenities foster connections among neighbors and strengthen their sense of community.**
   b. **Every Cottage Neighborhood Cluster shall consider but not be limited to the following elements shared and managed by residents of that cluster;**
      i. **Barbeque, pizza oven, campfire circle, or outdoor terrace;**
      ii. **Picnic shelter or gazebo**
      iii. **Tool and general storage shed;**
      iv. **Heated commons building, with optional bathroom and kitchenette, for meetings, card games, movie nights, potlucks, exercise, etc.**
      v. **Vegetable garden or flower garden or a mixture of both;**
      vi. **Shop space;**

vii. **Community Kitchen/dining room, living room, library;**
viii. **Childcare room and/or playground;**
ix. **A water feature such as a fountain, pool, hot tub, or koi pond;**

7. **Parking**
   a. **Intent. Cars do not need to dominate our pedestrian spaces. Parking areas should be located so their visual presence is minimized, and associated noise or other impacts do not intrude into public spaces.**
   b. **Parking requirements:**
      i. **Dwellings under 900 square feet: one (1) space per unit**
      ii. **Dwellings between 901-2000 square feet: two (2) spaces per unit**
   c. **Parking requirements shall be considered on the scale of the overall development, rather than on a lot-by-lot basis. Parking requirements may be met along access alleyways.**
   d. **The primary strategy for designated parking shall be along access alleyways. Driveways off streets are discouraged: where there is no reasonable alternative, such driveways shall be minimized.**
      i. **Detached parking structures serving multiple dwellings shall be limited to ten (10) single-car bays. If this parking structure is enclosed, then maximum width of each door 12 feet wide.**
      ii. **In a Cottage Neighborhood cluster, consider locating parking so that residents and guests walk through the shared open space rather than entering the dwelling through an attached parking structure. This arrangement increases the opportunities for neighbor-to-neighbor contacts.**
      iii. **Where dwellings must have parking structures located off a street, such parking structures must be set back from the front façade by a minimum of one (1) foot. If this parking structure is enclosed, then maximum width of each door is 12 feet wide. and have a maximum of one garage door up to 12 feet wide.**
   e. **Storage of items within a parking structure that precludes the use of vehicle parking is prohibited.**
   f. **Head-in surface parking areas for more than two cars shall be:**
      i. **Prohibited in the front yard setback area;**
      ii. **Screened from public streets and adjacent residential uses by landscaping or architectural screening.**

8. **Storage**
   a. **Intent. Every household has storage needs for items such as bicycles, camping gear, hand tools, snow tires, suitcases, and the like.**
   b. **Every dwelling shall have a minimum of 40 square feet of covered storage space outside the heated living area. This space may be located in a basement, a garage if it does not preclude vehicle parking, or in a storage shed that is attached or detached.**

9. **Refuse & Recycling**

a. Intent. Garbage and recycling are necessary elements in residential living. Storage of these containers shall be located so their visual and odorous impact on adjacent properties is minimized.

10. Fences

a. Intent. Fences can define and express personal space and add to the quality of public space, but fences can also be offensive barriers.

i. Fences should be used in private personal spaces.

ii. The maximum height is not to exceed 72 inches.

iii. Fencing is visually cohesive in cottage neighborhood community

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.

INDEPENDENCE
★ COMMUNITY DEVELOPMENT ★

Planning Commission
Staff Report

MEETING DATE: August 27, 2024

STAFF: Tom Scannell, Community Development Director

PROJECT NAME: UDO Amendment #70

CASE NUMBER / REQUEST: **Case 24-175-07 – UDO Amendment #70 - Englewood Arts Overlay District** (EAOD) – The City proposes Amendment #70 of the Unified Development Ordinance pertaining to the creation of the Englewood Arts Overlay District.

APPLICANT: City of Independence

PUBLIC NOTICE:

- Public notice published in Independence Examiner – August 10, 2024

FURTHER ACTION:
Following action by the Planning Commission, this UDO Amendment is scheduled for first reading by City Council on October 7, 2024 and the public hearing/second reading on October 21, 2024.

RECOMMENDATION

Staff recommends **APPROVAL** of the proposed amendment to the Unified Development Ordinance.

PROJECT DESCRIPTION & BACKGROUND INFORMATION

PROJECT DESCRIPTION:
The City proposes Amendment #70 to the Unified Development Ordinance (UDO) pertaining to the creation of the Englewood Arts Overlay District.

BACKGROUND & HISTORY:

Planning Efforts
The City has undertaken several plans, studies and initiatives over the years to address revitalization and housing issues covering the western portion of Independence. All of these plans have had a focus on revitalization of older commercial and residential neighborhoods as well as protecting and enhancing the viability, livability and affordability of these neighborhoods through the support of infill development, flexible zoning and overlay zones.

1993 Comprehensive Plan
The 1993 Comprehensive Plan noted "older, once very stable neighborhoods are facing decline, deterioration and/or a more unfavorable comparative market. This plan acknowledges the need for Independence to provide for attractive, efficient residential developments and redevelopments which will satisfy the need for the maximum range of choice of residential types, sizes and cost for present and future residents;"

US 24 Hwy Corridor Plan – Revitalization Strategy
The US 24 Hwy Corridor Plan examined the revitalization of the U.S. 24 Highway Corridor from the City's western city limits to the Truman Presidential Library. This Plan noted that the "Revitalization of the U.S. 24 Highway Corridor must start with improving the fabric, livability and population base of the residential neighborhoods. Enhancing the Corridor's housing stock must be a priority with the goal of improving living conditions, increasing property values, and stimulating population growth." Further, "this framework for investment in the U.S. 24 Highway Corridor should include an infill strategy and overlay zones, and flexible zoning to encourage new housing construction and products."

2022 City-Wide Housing Study
The City-Wide Housing Study was undertaken to create a baseline understanding of what the City's housing needs and challenges are, both current and for the future. Other key aspects of the study include an assessment of existing housing conditions and an identification of critical housing needs. It is also intended to serve as the basis for future strategies decisions. These might include land use and zoning decisions.

A strategy of this study recommends improving the quality and condition of the existing housing stock, which is important to neighborhood stability and the overall health of Independence. Enhancing the condition of what exists today can benefit the community in many ways, including improving housing stability for residents, reducing health-related impacts of poor housing conditions, maintaining affordability of existing stock, increasing the tax base, enhancing the overall aesthetic of the community and leveraging ongoing investments. A few of the key programs and tactics recommended by the study included:

- Create policies that support infill development, such as allowing Accessory Dwelling Units (ADUs).
- Continue efforts to promote neighborhood stability.

Grassroot Efforts

History of Englewood ARTS District
In 2011, Englewood was rezoned to ARTS District. As an ARTS District, Englewood promoted the artisan culture and celebrated this rich history and culture. This district is intended to encourage the preservation and enhancement of arts-related uses and to preserve and enhance the area as a center for a variety of retail, business services, housing and office uses.

Over this period, dedicated community members and volunteers have been working to revitalize the neighborhoods around the Englewood ARTS district. This group has had many positive outcomes including the formation of the Englewood Community Improvement District, the attraction of new boutique businesses, the establishment of the Englewood Arts nonprofit organization and the rehabilitation of the former Comprehensive Mental Health Building into the Englewood Arts Center.

The group instrumental in the development and implementation of the ARTS District began working on their next grass root effort to address housing in 2019. This group mapped housing conditions, held numerous community and neighborhood meetings to discuss housing and neighborhood revitalization. This effort led to the development of the Englewood Arts Overlay District (EAOD).

Englewood Arts Overlay District
The Englewood Arts Overlay District (EAOD) is intended to sustain the neighborhoods around and in proximity to the Englewood Arts District. The intended result of the overlay is to help establish a mixed-use area with art-related businesses as well as other low-intensity neighborhood-supporting businesses, live/work units and traditional residences integrated in a manner that maintains the residential character of the area.

ADU
An accessory dwelling unit (ADU) is a small secondary housing structure located on the lot with a larger primary dwelling. Although they can be known by other names such as granny flat, carriage house, backyard cottage, among others, ADUs are distinguished from other types of accessory buildings in that they must have a separate kitchen, living space, and entrance from the main house.

The Englewood Arts Overlay District intends to allow accessory dwelling units (ADUs) subject to the following conditions:

- Detached Accessory Dwelling Units only allowed.
- Minimum/Maximum size limitations. The ADU cannot be smaller than 300 square feet nor larger than 900 square feet. However, an ADU larger than 900 square feet can seek a special use permit.
- Maximum number of ADUs. The maximum number of ADUs is limited to 1 per lot. It would allow more than 1 ADU on a larger lot but only with approval of a special use permit.
- Requires a minimum separation from the primary residence.
- Requires minimum setback from property lines.
- Limits the maximum height to 35 feet.
- Requires 1 parking space for an ADU.
- Prohibits the sale of the ADU separately from the primary residence.
- Would only allow a bed and breakfast subject to approval of a special use permit.
- Requires the owner to live in either the primary or ADU.
- ADUs must be constructed meeting the latest adoptive version of the International Residential Code.
- Allows a home occupation in the ADU.

- ADUs are permitted on lots with a single-family residence and Residential zoning.

Staff reviewed over 20 ADU ordinances from local jurisdictions for best practices. These regulations allow ADUs in certain zoning districts subject to certain requirements. The EAOD ADU regulations are consistent with those requirements found in other local jurisdiction ordinances.

Allowing ADUs is a housing strategy that aims to create additional affordable dwelling units, increase property values and can provide supplemental income for property owners. ADUs build on the traditional development form similar to that found in the Englewood area and promote the efficient use of land. The proposed regulations provide affordable living options in prescribed areas, while protecting the character and maintaining compatibility between uses. ADUs promote livable communities by:

- Providing convenient living arrangements and multi-generational housing options for care and support of family members;
- Promoting intergenerational wealth;
- Enabling "aging-in-place" options for older residents;
- Increasing affordable housing options;
- Expanding the local property tax base.

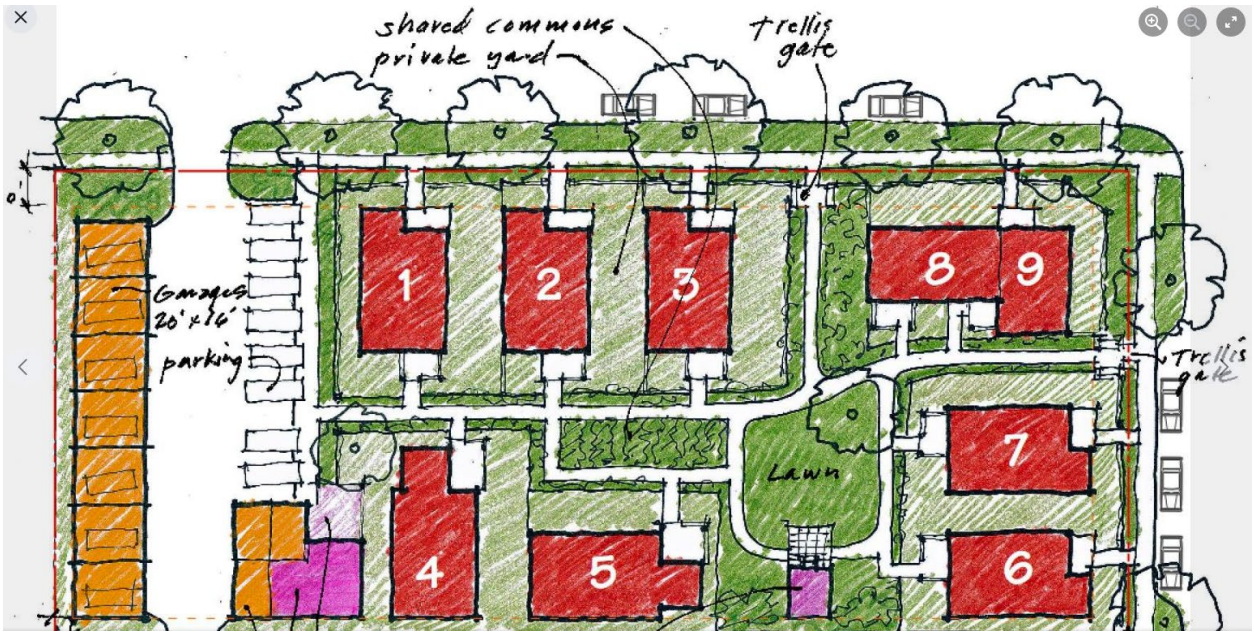
Cottage Neighborhood Cluster

The EAOD proposes to proposes to introduce Cottage Neighborhood Cluster, which is a planned community that consists of a grouping of 3-12 smaller square footage residences, often around a courtyard or common open outdoor space commonly designed to maximize space and encourage time spent in a community space.

The purpose of a Cottage Neighborhood Cluster design is to:

a. Encourage a stronger sense of community and security among nearby neighbors while preserving personal privacy;
b. Promote a variety of housing choices to meet the needs of a population diverse in age, income, household composition, and individual needs; especially small households (one to three-person households);
c. Seek to balance projected population growth with the community goal of preventing sprawling development and to this end examine opportunities to use land more efficiently for housing.
d. Encourage affordability, innovation, and variety in housing design and site development while ensuring compatibility with surrounding land uses;
e. Encourage the creation of more usable space for residents of the development through flexibility in density and lot standards
f. Maximize resident/pedestrian-oriented outdoor spaces and minimize the impact of automobile traffic and parking.

The drawing below is for illustrative purposes only but is representative of a cottage neighborhood.



The EAOD outlines minimum site requirements, approval requirements and design perimeters (e.g., minimum open space, front porches, street facing facades, community amenities, parking, fences, etc.).

It is envisioned that cottage neighborhoods could be developed on vacant and under-utilized properties within the Englewood area. This housing type would meet many of the housing needs and strategies identified in various plans covering this area (i.e., Downtown Redevelopment Coordinating Committee Report, US 24 Hwy Plan, City-Wide Housing Study, and the Comprehensive Plan):

- Encourage redevelopment of vacant or underutilized sites.
- Promote in-fill development, where appropriate, to support more compact urban form.
- Promote redevelopment that maximizes existing infrastructure.
- Encourage reinvestment in existing neighborhoods.
- Promote a range of housing options.

Besides meeting several housing needs and strategies identified in various plans, this type of housing fits the characteristics of the area with its representative of older, traditional urban development patterns.

EXHIBITS

1. Proposed 14-912
2. AARP Letter of Support

14-912 EAOD, ENGLEWOOD ARTS OVERLAY DISTRICT

14-912-01 Purpose

The Englewood Arts Overlay District hereafter referred to as "EAOD", is an overlay district that is intended to promote robust and sustainable mixed-income neighborhoods within the Englewood Arts Overlay District boundaries. The district is intended to sustain great neighborhoods that are safe, walkable and include a mixture of densities and designs encouraging interaction and pride. Art is integrated into the overlay infrastructure to enhance neighborhoods, encourage economic revitalization, and nurture artistic contributions to the City and region. The overlay is to help establish a mixed-income area with art-related businesses as well as other low-intensity neighborhood-supporting businesses, live/work units and traditional residences integrated in a manner that maintains the residential character of the area.

14-912-02 Applicability

The regulations in this section apply to all property in the EAOD district. The EAOD overlays the base City of Independence zoning and provides additional flexibility in zoning and restrictions. Refer to Article 14-900-02: UDO Overlay Districts. If there is a conflict between the base zoning district and the EAOD, the EAOD takes precedence with the exception of the ARTS District zoning of Section 14-910. The ARTS District zoning of Section 14-910 supersedes the EAOD zoning policy.

14-912-02-A. Use Table. Uses are allowed in the EAOD district in accordance with Table 912-A below

14-912-02-B. Permitted Uses. Uses identified with a "P" in Table 912-A are permitted as-of-right, subject to compliance with all other applicable standards of this development ordinance.

14-912-02-C. Conditional Uses. Uses identified with a "C" in Table 912-A are permitted as-of-right, subject to compliance with the Use Standards referenced in the right column of Table 912-A, and all other applicable standards of this development ordinance.

14-912-02-D. Special Uses. Uses identified with an "S" in Table 912-A may be allowed if reviewed and approved in accordance with the special use procedures of Article 14-704.

14-912-02-E. Prohibited Uses. Uses identified with a "-" in Table 912-A are expressly prohibited.

14-912-02-F. Use Standards. The "Use Standards" column of Table 912-A identifies use-specific standards that apply to some uses. Compliance with such standards is required.

Table 912-A Englewood Arts Overlay Use Table

P: Permitted, **S**: Special Use Permit Required, **C**: Conditional Uses, **-** : Not Allowed, (**Blank Space)**: base city zoning

Use Category	Zoning District	Zoning District	Zoning District	Use Standards
	Residential	**Office and Commercial**	**Industrial**	
Specific Use Type	UDO 14-300-01-A	UDO 14-301-01-A	UDO 14-302-01-A	
RESIDENTIAL				
Household Living				
Above Street Floor	P	P	P	
Detached House	P	-	-	
Apartment	P	S	S	14-505

Multi-unit House	S	S	S	14-505
Multiplex	S	S	S	14-505
Accessory Dwelling Unit (ADU)	C	S	-	14-912-04
Attached Accessory Dwelling Unit (ADU)	C	-	-	14-912-04
Cottage Neighborhood Cluster	C	C	C	14-912-06
Group Living				
Nursing Home	-	S	S	
Recovery Center	-	S	S	
PUBLIC/CIVIC				
Park/Recreation	C	C	C	14-407
Library/Cultural Exhibit	C	C	C	14-407
COMMERCIAL				
Animal Service				
Shelter or Boarding Kennel		P/S	P/S	14-912-05, 14-301, Table 301; 14-302, Table 302
Pet Day Care		P	P	14-912-05
Grooming		P	P	14-912-05
Sales and Grooming		P	P	14-912-05
Veterinarian		P	P	14-912-05
Artist Work Space				
Artist Work or Sales Space		P	P	14-912-05
Recording Studio		P	P	14-912-05
Eating and Drinking Establishments				
Tavern and Night Club			S	14-704
Eating and Drinking Establishment		P	P	14-912-05
Mobile Food Unit		P	P	City Codes Chapter 5
Entertainment and Spectator Sports				
Indoor Small Venue (1-149 capacity)			S	14-912-05, 14-704
Indoor Medium Venue (150-499 capacity)		S	S	14-704
Indoor Large Venue (500+ capacity)		S	S	14-704
Outdoor Medium/Large Venue (all sizes)			S	14-411, 14-704
Financial Service				
Pawn Shop		-	-	

Short-term Loan Service		-	-	
Bail Bonds/Surety Recovery Agent		-	-	
Lodging				
Short Term Rental	C			14-912-04-K, 14-424
Bed and Breakfast	C			14-912-04-K, 14-424
Office				
Counseling		P	P	14-912-05
Personal Improvement Service				
Body Art Service		S	S	14-912-05, 14-416
Retail Sales				
Gun and/or Ammo Sales/Service		-	-	
Bookstore		P	P	14-912-05
Craft Store		P	P	14-912-05
Vehicle Sales and Service				
Heavy Equipment Sales/Rental		-	S	
Motor Vehicle Repair		-		14-418
Motor Vehicle Sales		-		14-409
Vehicle Storage and Towing				
Vehicle Storage/Tow Lot		-	-	
Tow Service Dispatch Center		-	-	
INDUSTRIAL				
Manufacturing, Production and Industrial Service				
Artisan		P	P	14-912-05
OTHER				
Agriculture, Urban				
Home Garden	P	P	P	
Community Garden	C	C	C	14-417
Greenhouse (less than 250 sq. ft.)	P	P	P	14-704
Greenhouse (more than 250 sq. ft.)	S	S	S	14-704
Wireless Communication Facility				
Cellular Towers	S	S	S	14-410
Neighborhood Places				
Park	C	C	C	14-407

14-912-03 Residential Design Standards

EAOD Residential Design Standards promote quality housing and neighborhood design while offering opportunities to build density in areas that may otherwise be difficult to develop. No final inspection or certificate of occupancy will be approved until the structure is confirmed to be in accordance with Section 14-912-03-A and B standards.

14-912-03-A Minimum Floor Area for Single-Family Detached Houses

All single-family detached houses shall enclose a floor area of not less than 500 square feet for a single-story structure, and 700 square feet for structures of more than one story, and be in compliance with the lot and building standards listed in Section 14-912-03-B.

14-912-03-B Lot and Building Standards

All development in EAOD must comply with the lot and building standards of Table 912-B and Table 912-C, except as otherwise expressly provided. Rules for measuring compliance with the lot and building standards established in Table 912-B, Table 912-C, and applicable exceptions to the standards can be found in Section 14-202.

Table 912-B Lot and Building Standards	
	EAOD
Lot Size	
Min. lot area (square feet)	None
Min. lot width (feet)	None
Min. Exterior Setback	
Nonresidential Use Front Facing Street (feet)	0
Nonresidential Use Side Facing Street	5
Residential Use Front Facing Street (feet)	20
Residential Use Side Facing Street (feet)	5
Min. Interior Setback	
Side (feet)	5
Rear – Adjacent to Nonresidential Zones (feet)	7.5
Rear – Adjacent to R District with Height < 20’ (feet)	* [1]
Rear – Adjacent to R District with Height > 20’ (feet)	* [2]
Height	
Maximum (feet)	35

Notes to Table 912-B

* [1] When a structure has a height of fewer than 20 feet and is adjacent to an R-zoned lot, the rear setback shall be 7.5 feet.
* [2] When a structure has a height of 20 feet or more and is adjacent to an R-zoned lot, the rear setback shall be 12 feet.

Table 912-C

Building Type		**# of Dwellings**		**Lot Standards**		
	Lot Type	Principal	Accessory	Area	Width	Maximum Coverage
Detached House						
	Estate Lot	1	1*	13K+	100’ +	35%
	Standard Lot	1	1*	6K – 13K	60’ – 99’	45%
	Neighborhood Lot	1	1	4.5K – 6K	45’ – 59’	55%
	Small Lot	1	1	3K – 4.5K	35’ – 44’	65%
	Small Format	1	NA	1.5K – 3 K	25’ – 34’	75%
Live/Work		1	1	1.5 – 6K	16’ – 50’	65%

Mixed Use Building	1.5K per unit		2.5K – 1 acre	30' – 100'	80%

Notes to Table 912-C: *requests for more than 1 ADU must be reviewed and approved through the Special Use Permit process outlined in Section 14-704.

14-912-04 Accessory Dwelling Unit Regulations

Accessory Dwelling Units (ADUs) are allowed in the EAOD as outlined below:

14-912-04-A Definition

ACCESSORY DWELLING UNIT (ADU)

A dwelling unit that is incidental to and located on the same lot as a single-family residence that provides complete independent living facilities for one or more persons.

14-912-04-B Where Allowed

The ADU shall be located on a lot with a single-family residence and that has a R-District base zoning.

14-912-04-C ADU Size – Maximum/Minimum

The maximum floor area for a detached or newly constructed attached accessory dwelling unit shall be 900 square feet. An attached ADU utilizing an existing structure can be larger than 900 square feet in accordance with the special use procedures of Section 14-704. The minimum floor area for an accessory dwelling unit shall be 300 square feet.

14-912-04-D Number of ADUs

Refer to Table 912-C.

14-912-04-E Distance from Primary Residence

The minimum distance between the detached accessory dwelling unit and the primary single-family residence shall be 5 feet.

14-912-04-F Required Setbacks

Accessory dwelling units detached from the primary single-family residence shall comply with the interior and exterior setbacks in Section 14-912-03.

14-912-04-G Design Standards

The appearance, exterior finish materials, roof pitch, roof shape, trim, eaves, window orientation, and dimensions must be the same or visually match those of the structure on the lot. Design standard exceptions must be reviewed and approved through Section 14-706-01.

14-912-04-H Height

Accessory dwelling units detached from the primary single-family residence shall comply with the height requirements in Table 912-B.

14-912-04-I Parking

One (1) off-street parking space shall be provided for an accessory dwelling unit. In the event a required parking space is eliminated to accommodate an accessory dwelling unit, off-street parking shall be provided on the lot in accordance with the parking ratios of Section 14-501-05.

14-912-04-J Sale of Units

The accessory dwelling unit shall not be sold separately from the principal residence.

14-912-04-K Short-Term Lodging

The accessory dwelling unit shall not be rented for periods of less than 30 days unless approved as a bed and breakfast in accordance with Section 14-420.

14-912-04-L Rental Occupancy

Any accessory dwelling unit or single-family residence that is not owner-occupied shall be subject to the Rental Ready Program of Chapter 4 of the City Code unless it is unoccupied.

14-912-04-M Owner Occupancy

The legal property owner of the lot shall be required to reside in either the primary residence or an accessory dwelling unit located on the lot, except for temporary absences not to exceed a combined total of six (6) months in a calendar year. ADU and single-family residences cannot be rented at the same time. Exceptions to this requirement may be submitted by non-profit entities to the Community Development Director. The Community Development Director may approve the exception if reasonable documentation is submitted.

14-912-04-N Building Code

All ADUs shall comply with the currently adopted International Residential Code appendix related to "Tiny Houses."

14-912-05 Home Occupation

A principal dwelling and/or an Accessory Dwelling Unit may be used for a home-based business in accordance with the standards of Section 14-400-03.

14-912-06 Cottage Neighborhood Cluster

14-912-06-A Definition

COTTAGE NEIGHBORHOOD CLUSTER

A planned community that consists of a grouping of 3-12 smaller square footage residences, often around a courtyard or common open outdoor space commonly designed to maximize space and encourage time spent in a community space.

14-912-06-B Purpose

1. The purpose of a cottage Neighborhood Cluster design is to:
   a. Encourage a stronger sense of community and security among nearby neighbors while preserving personal privacy;
   b. Promote a variety of housing choices to meet the needs of a population diverse in age, income, household composition, and individual needs; especially small households (one to three-person households);
   c. Seek to balance projected population growth with the community goal of preventing sprawling development and to this end examine opportunities to use land more efficiently for housing.
   d. Encourage affordability, innovation, and variety in housing design and site development while ensuring compatibility with surrounding land uses;
   e. Encourage the creation of more usable space for residents of the development through flexibility in density and lot standards
   f. Maximize resident/pedestrian-oriented outdoor spaces and minimize the impact of automobile traffic and parking.

14-912-06-C Allowed Uses

1. The allowed uses within the Cottage Neighborhood Cluster shall be single-family detached dwellings, duplex dwellings, carriage houses, live/work units, community buildings, temporary real estate sales office/model home, and vehicle parking lots and structures. The Cottage Neighborhood Cluster shall comply with Table 912-A.

14-912-06-D Site Requirements

1. Cottage Neighborhood Cluster Size
   a. There shall be a minimum of three (3) dwellings with a maximum of twelve (12) dwellings per cluster.
   b. There shall be no limit to the number of clusters.
2. Lot and Building Standards
   a. All Cottage Neighborhood Clusters shall comply with 14-912-03.B.
3. Maximum Coverage for All Impervious Surfaces
   a. There shall be no maximum impervious coverage, provided that stormwater is approved in accordance with the City's Design and Construction Manual.
4. Dwelling Size
   a. The maximum dwelling size shall be limited to 2,000 square feet and the minimum dwelling size shall be no less than 300 square feet.

14-912-06-E Approval Process

A Cottage Neighborhood Cluster or a development greater than one (1) Cottage Neighborhood Cluster shall be reviewed and approved in accordance with the design parameters of 14-912-06-F, the procedure of Section 14-703, 14-912-06-E-1 and 14-912-06-E-2. If there is a conflict between the EAOD and Section 14-703, the EAOD takes precedence.

1. Within Section 14-703, replace "Planned Unit Development (PUD)" with "Cottage Neighborhood Cluster (CNC)"
2. A Cottage Neighborhood Cluster is not required to follow criteria 14-703-05-H-2 of the Planned Unit Development Review Criteria for approval.

14-912-06-F Design Parameters

1. Common Open Spaces in Cottage Neighborhood Clusters
   a. Intent. Open space that is commonly owned and managed by all owners of a cottage neighborhood is a key feature in fostering community. It is intended that it be adequately sized and centrally located with individual dwelling entrances oriented towards the open space.
      i. Size. A minimum of 400 square feet per dwelling unit of common open space is required in each cottage neighborhood cluster. Buildings serving all residents in a cottage neighborhood cluster may be included in the required area. Parking areas, spaces between buildings of 15 feet or less in width, private spaces, and driveways do not qualify as common open spaces.
2. Private Open Space
   a. Intent. A sense of community requires the right balance of personal privacy. Private open space is an essential component of this balance. A 'front' yard creates a buffer between public and private spaces, while a 'side' or 'back' yard offers increased seclusion.
   b. Size. Each residential unit shall be provided with a minimum of 200 square feet of usable private open space, such open space requirements may be met with a combination of front, side, or rear yard locations.
3. Front Porch
   a. Intent. A covered front porch is a key element in fostering neighborly connections. Offering surveillance of public space. Its placement, size, relation to interior and public spaces, and the height of railings are all factors in achieving these intents.
   b. Location. Every dwelling shall have a covered front porch oriented toward the common open space or street. The porch shall be open on at least two sides and shall not be enclosed.
   c. Size. The covered porch shall be greater than 70 square feet in area, with a minimum dimension of 6 feet.

d. Use. Front Porches are intended as supplementary living space, not storage space, as well as shelter from the weather for entering and exiting the dwelling; therefore, overnight storage shall not be allowed.

4. Street-Facing Facades
   a. Intent. The facades of buildings facing the street contribute to the neighborhood by including attractive design details such as windows, front doors, porches, siding, and trim.
   b. All Street-facing facades of dwellings shall avoid blank walls or appear to "turn their backs" to the street. Such facades shall include one or more of the following:
      i. Porches;
      ii. Windows, including bay windows;
      iii. Dormers;
      iv. Changes in exterior siding material or paint color;
      v. Building modulation with a depth measuring at least one foot.
5. Privacy Between Dwellings
   a. Intent. Having a next-door house or apartment peering into your own can be uncomfortable and claustrophobic; therefore, arrange openings to preserve privacy.
   b. Dwellings shall be designed so that no window peers into the living space of adjacent dwellings closer than 20 feet apart. This may be accomplished by:
      i. 'Nesting' dwellings with open and closed sides: the open side may have windows facing its own side yard or rear yard, while the closed side may have high windows, translucent windows, or skylights to bring in ample light while preserving privacy;
      ii. Zero lot line dwellings (duplex) with no side windows;
   c. The side yard of a dwelling may be fully used to the face of the neighboring building through landscape easements or other means.
6. Community Amenities
   a. Intent. Shared elements are direct amenities of living in a cottage neighborhood. Beyond these benefits, these common amenities foster connections among neighbors and strengthen their sense of community.
   b. Every Cottage Neighborhood Cluster shall consider but not be limited to the following elements shared and managed by residents of that cluster;
      i. Barbeque, pizza oven, campfire circle, or outdoor terrace;
      ii. Picnic shelter or gazebo
      iii. Tool and general storage shed;
      iv. Heated commons building, with optional bathroom and kitchenette, for meetings, card games, movie nights, potlucks, exercise, etc.
      v. Vegetable garden or flower garden or a mixture of both;
      vi. Shop space;
      vii. Community Kitchen/dining room, living room, library;
      viii. Childcare room and/or playground;
      ix. A water feature such as a fountain, pool, hot tub, or koi pond;
7. Parking
   a. Intent. Cars do not need to dominate our pedestrian spaces. Parking areas should be located so their visual presence is minimized, and associated noise or other impacts do not intrude into public spaces.
   b. Parking requirements:
      i. Dwellings under 900 square feet: one (1) space per unit
      ii. Dwellings between 901-2000 square feet: two (2) spaces per unit

c. Parking requirements shall be considered on the scale of the overall development, rather than on a lot-by-lot basis. Parking requirements may be met along access alleyways.
d. The primary strategy for designated parking shall be along access alleyways. Driveways off streets are discouraged: where there is no reasonable alternative, such driveways shall be minimized.
    i. Detached parking structures serving multiple dwellings shall be limited to ten (10) single-car bays. If this parking structure is enclosed, then maximum width of each door 12 feet wide.
    ii. In a Cottage Neighborhood cluster, consider locating parking so that residents and guests walk through the shared open space rather than entering the dwelling through an attached parking structure. This arrangement increases the opportunities for neighbor-to-neighbor contacts.
    iii. Where dwellings must have parking structures located off a street, such parking structures must be set back from the front façade by a minimum of one (1) foot. If this parking structure is enclosed, then maximum width of each door is 12 feet wide. and have a maximum of one garage door up to 12 feet wide.
e. Storage of items within a parking structure that precludes the use of vehicle parking is prohibited.
f. Head-in surface parking areas for more than two cars shall be:
    i. Prohibited in the front yard setback area;
    ii. Screened from public streets and adjacent residential uses by landscaping or architectural screening.

8. Storage
    a. Intent. Every household has storage needs for items such as bicycles, camping gear, hand tools, snow tires, suitcases, and the like.
    b. Every dwelling shall have a minimum of 40 square feet of covered storage space outside the heated living area. This space may be located in a basement, a garage if it does not preclude vehicle parking, or in a storage shed that is attached or detached.
9. Refuse & Recycling
    a. Intent. Garbage and recycling are necessary elements in residential living. Storage of these containers shall be located so their visual and odorous impact on adjacent properties is minimized.
10. Fences
    a. Intent. Fences can define and express personal space and add to the quality of public space, but fences can also be offensive barriers.
        i. Fences should be used in private personal spaces.
        ii. The maximum height is not to exceed 72 inches.
        iii. Fencing is visually cohesive in cottage neighborhood community

AARP Missouri

July 23, 2024

Dear Members of the City Planning Committee:

For the better part of three years, AARP has led efforts to promote stable communities by expanding the availability of housing choice in the Kansas City metro. We have been particularly focused on Accessory Dwelling Units (ADUs). ADUs can be converted portions of existing homes (internal ADUs), additions to new or existing home (attached ADUs), or even new or converted stand-alone structures on the same property as a main house that can be used as living spaces (detached ADU's). The owner of the ADU is the owner of the main house.

Cities across the country, for example, Denver, Austin, Chicago, and locally, North Kansas City and the City of Kansas City, have recognized the value of having ADU options and have adopted zoning regulations that permit or encourage using them in residential areas. Further, ADUs promote livable communities by:

- Providing convenient living arrangements and multi-generational housing options for care and support of family members;
- Promoting intergenerational wealth;
- Enabling "aging-in-place" options for older residents;
- Increasing affordable housing options;
- Expanding the local property tax base.

Surveys of our membership have shown support for ADUs. For example, the most compelling reason for why older adults would consider an accessory dwelling unit is to live near others but still have their own space (67%), receive help with daily activities (63%) or for economic reasons (54%).

Overall, we are excited that an ordinance was introduced into the legislative process in Independence. We are writing to ask for your support for approval of the ordinance.

On behalf of AARP, thank you for taking the time to read this letter and consider our request. We truly believe that ADUs will add a valuable new option to increase affordable housing units in Independence. With your help, we look forward to the passing of this ordinance and the positive impacts it will have on the community.

Craig S. Eichelman | AARP Missouri

State Director

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Empower People to Choose How They Live as They Age

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Planning Commission Minutes

August 27, 2024 6:00 PM

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

CALL TO ORDER

A meeting of the Planning Commission was held at 6:00 PM on 8/27/2024, in the 111 E Maple Avenue City Council Chambers, Independence, MO 64050. The meeting was called to order.

ROLL CALL

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

CONSENT AGENDA

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

Motion

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

1. **Planning Commission Minutes – August 13, 2024**

PUBLIC HEARINGS

1. **Case 24-175-07 – UDO Amendment #70 - Englewood Arts Overlay District** (EAOD) – The City proposes Amendment #70 of the Unified Development Ordinance pertaining to the creation of the Englewood Arts Overlay District.

Staff Presentation

Tom Scannell described what an overlay district is, a planning tool used to create a zoning layer that goes over the top of the base zoning. These are typically used to supplement or supersede the underlying base zoning districts. They may share common zoning boundaries, include or cross multiple zoning boundaries, and are used by cities across the United States.

The purpose of this District is to promote a robust and sustainable mixed-income neighborhood. To sustain great neighborhoods that are safe, walkable and include a mixture of densities and designs encouraging interaction among neighbors. This Overlay District has a focus on housing. It introduces two concepts to encourage revitalization of neighborhoods as well as promote infill housing to include Accessory Dwelling Units (ADU's) and Cottage Neighborhood Cluster. Additional components to include are limiting negative uses such as Payday loans, pawn shops and tow lots, etc. within their neighborhoods.

An accessory dwelling unit (ADU) is a small secondary housing structure located on the lot with a larger primary dwelling. Although they can be known by other names such as granny flat, carriage house, backyard cottage, among others, ADU's are distinguished from other types of accessory buildings in that they must have a separate kitchen, living space, and entrance from the main house.

Mr. Scannell explained the Englewood Arts Overlay District intends to allow accessory dwelling units (ADU's) subject to the following conditions:

- Detached Accessory Dwelling Units are only allowed.
- Minimum/Maximum size limitations. The ADU cannot be smaller than 300 square feet nor larger than 900 square feet. However, an ADU larger than 900 square feet can seek a special use permit.
- Maximum number of ADU's. The maximum number of ADU's is limited to 1 per lot. It would allow more than 1 ADU on a larger lot but only with approval of a special use permit.
- Requires a minimum separation from the primary residence.
- Requires minimum setback from property lines.
- Limits the maximum height to 35 feet.
- Requires 1 parking space for an ADU.
- Prohibits the sale of the ADU separately from the primary residence.
- Would only allow a bed and breakfast subject to approval of a special use permit.
- Requires the owner to live in either the primary or ADU.
- ADU's must be constructed meeting the latest adoptive version of the International Residential Code.
- Allows a home occupation in the ADU.
- ADU's are permitted on lots with a single-family residence and Residential zoning.

Staff reviewed over 20 ADU ordinances from local jurisdictions for best practices. These regulations allow ADU's in certain zoning districts subject to certain requirements. The EAOD ADU regulations are consistent with those requirements found in other local jurisdiction ordinances.

Allowing ADU's is a housing strategy that aims to create additional affordable dwelling units, increase property values and can provide supplemental income for property owners. ADUs build on the traditional development form similar to that found in the Englewood area and promote the efficient use of land. The proposed regulations provide affordable living options in prescribed areas, while protecting the character and maintaining compatibility between uses. ADU's promote livable communities by:

- Providing convenient living arrangements and multi-generational housing options for care and support of family members;
- Promoting intergenerational wealth;
- Enabling "aging-in-place" options for older residents;
- Increasing affordable housing options;
- Expanding the local property tax base.

The EAOD proposes to introduce Cottage Neighborhood Cluster, which is a planned community that consists of a grouping of 3-12 smaller square footage residences, often around a courtyard or common open outdoor space commonly designed to maximize space and encourage time spent in a community space.

Mr. Scannell stated the purpose of a Cottage Neighborhood Cluster design is to:

1. Encourage a stronger sense of community and security among nearby neighbors while preserving personal privacy;
2. Promote a variety of housing choices to meet the needs of a population diverse in age, income, household composition, and individual needs; especially small households (one to three-person households);
3. Seek to balance projected population growth with the community goal of preventing sprawling development and, to this end, examine opportunities to use land more efficiently for housing.
4. Encourage affordability, innovation, and variety in housing design and site development while ensuring compatibility with surrounding land uses;
5. Encourage the creation of more usable space for residents of the development through flexibility in density and lot standards
6. Maximize resident/pedestrian-oriented outdoor spaces and minimize the impact of automobile traffic and parking.

This housing type would meet many of the housing needs and strategies identified in various plans covering this area (i.e., Downtown Redevelopment Coordinating Committee Report, US 24 Hwy Plan, City-Wide Housing Study, and the Comprehensive Plan):

- Encourage redevelopment of vacant or underutilized sites.
- Promote in-fill development, where appropriate, to support more compact urban form.
- Promote redevelopment that maximizes existing infrastructure.
- Encourage reinvestment in existing neighborhoods.

- Promote a range of housing options.

Besides meeting several housing needs and strategies identified in various plans, this type of housing fits the characteristics of the area with its representative of older, traditional urban development patterns.

He noted one change to the amendment regarding the UDO amendment that CIty Council passed in November 2023 for Auto Related Uses and mistakenly the Overlay District prohibited those uses. The intention was to follow the base zoning and the rules and regulations that are currently in the UDO.

In response to Chairperson Wiley, Mr. Scannell explained it would follow base zoning districts. Where those uses are allowed in those districts, the business would have to follow those districts' rules.

In response to Commissioner Ashbaugh's question, Mr. Scannell the base zoning districts allowed in Commercial Districts is C-2 and C-3, within the Industrial Districts it is I-1.

In response to Commissioner Nesbitt's questions, Mr. Scannell explained the minimum side setback is 5 feet, the minimum separation between residents is 10 feet. He described the updates to the amendment being requested for approval.

In response to Commissioner Young's question, Mr. Scannell stated investment firms have been coming in and purchasing single-family homes and renting them out. The ADU would require it to be a local owner-occupied property.

Applicant Comments

Bill Moore, White Goss Law Firm, 4510 Belview Ave, stated he is speaking on behalf of the applicant. Mr. Moore provided the Commission with letters of support. He said Englewood Arts started this conversation many years ago in an effort to improve and enhance the area.

Michael Baxley, Executive Director of Englewood Arts, 10901 E Winner Road, provided some background on the area and where the suggestion of the overlay district came from. He stated they held neighborhood meetings and found about 49% of the homes were rentals.

Tammy Parsons, 11100 E Winner Road, said she believes this grass roots area will improve the community and provide growth opportunities for the neighborhood. Ms. Parsons stated in 2018 they started this effort to create an overlay district. She said there was an increase of vacant lots and out of town owners, which leads to crime and decline in the area. She noted this would create a tool for homeowners.

Teresa Dorsch, 1817 S Ralston Ave, stated three benefits of the overlay are smaller home builds, accessory dwelling houses and cottage neighborhoods. Smaller homes are a great benefit for this area because it makes them more affordable and could create more accessible homes. Ms. Dorsch said ADUs can help with seniors wanting to age in place by allowing a second dwelling

unit on the property. She noted the homeowner would have to live in one of the dwelling units. ADUs would not be allowed to be an Airbnb. Ms. Dorsch said cottage neighborhoods would be required to go through additional approval process.

Mr. Baxley stated this gives freedom back to the homeowner by allow new smaller homes to be built, it does allow for ADUs and for cottage communities. He noted residents can choose to do nothing and it wouldn't affect them. Mr. Baxley said this is a land use change and would not affect property taxes.

Commissioner Nesbitt questioned what neighborhood districts this covers. Ms. Dorsch stated it covers Maywood, Bristol, Englewood and others. Commissioner Nesbitt said he doesn't believe it should encompass one-third of Independence. He noted the Planning Commission asked them to reduce the size and they didn't. Ms. Dorsch stated they did reduce the area and listened to the community on those changes. Mr. Scannell reviewed the changes made to the boundaries.

Commissioner Ashbaugh asked why the City can't define what they want with a cottage neighborhood. Tom advised that if someone applied for a cottage neighborhood, it would go through a full planning review by all City departments and would come before the Planning Commission for consideration. He said ownership and maintenance of common-space would be established during that process.

In response to Commissioner Young, Mr. Scannell advised an ADU cannot be subdivided off of a property. He noted a cottage neighborhood would go through the full planning process. In response to Commissioner Young's question, Mr. Moore stated this is an overlay district which has land use regulations, but those are for those property owners that want to take advantage of them. Mr. Moore said if someone wants to build a garage today, citizens cannot protest that because it's not a rezoning. Mr. Young noted that the support letters are mainly from businesses and not property owners. Ms. Dorsch said that those are all individuals who were in favor but may also have a business name attached to their letter.

In response to Commissioner Nesbitt's question, Ms. Dorsch counted over 165 vacant lots. Ms. Dorsch said she doesn't know exactly how many vacant lots there are in the Englewood neighborhood. She stated some of the vacant lots are too small to build a single-family residence. In response to Commissioner Nesbitt's question, Mr. Baxley stated this is for land use only, and there's no possibility to add a tax. Mr. Moore reiterated that this is not a tax document and there is no purpose or need for additional taxes to improve the area. He said this is giving property owners in the Englewood Overlay District more options if they should choose to participate.

Commissioner Nesbitt said this needs to be made into a small area to see if it works, before bringing this large area forward. Commissioner Torres stated he would like to hear from the public before forming an opinion on the case. Commissioner Ashbaugh stated he also wanted to see it be a smaller area, but would like to hear both sides before making a decision.

Motion

Commissioner Edward Nesbitt made a motion to postpone this case indefinitely. Commissioner Michael Young seconded the motion. The motion failed Yes 3, No 4, Abstained 0.

Chairwoman Wiley called for a break at 7:14 p.m. The meeting was called back to order at 7:20 p.m.

Chairwoman Wiley stated each speaker would be allowed three minutes to speak, so everyone would have an opportunity to speak. In response to Commissioner Nesbitt's question, Assistant City Counselor Langford confirmed the Chairwoman could limit the amount of time for speakers to ensure everyone can be heard.

Public Comments

GK Callahan, 9509 E 13th St S, Arlington Heights neighborhood and would like to speak in favor. He said this community helped him purchase a home. Mr. Callahan said he's worked in community development and thinks it's a wonderful opportunity. He noted the community asked for this, and it's a tool that will improve future generations.

Christina Leakey, 2310 S Crenshaw, CEO of Truman Heritage Habitat for Humanity and their work is mainly in northwest Independence. She noted they help provide homeownership and work with home preservation efforts. Ms. Leakey said the City has made northwest Independence a priority and believes this supports that effort. She said the proposal is a great tool to help create community development solutions.

Benjamin Dawson, 1605 S Northern Blvd, said he loves art and volunteers in the community. Mr. Dawson said he loves living in Englewood and noted there have been significant improvements in the area in the past five years. He said there are a lot of vacant lots, and the overlay would expand the rights of homeowners and would make it easier to build on smaller lots. He noted it can also help the small businesses in Englewood and reduce blight.

Mark Simcosky, 1720 S Ann Ct, said he would like to move back to the Englewood area. He said he has a daughter with special needs, and she lives in her own apartment currently. He stated he would love the opportunity to be closer and the ADU changes would allow both he and his daughter to live separately but to age in place. It would create more safety for her and would be easy to manage a small place to live. Mr. Simcosky said the ADU part of this amendment is important to his family.

Jason White, 1024 S Forest, stated he appreciates that this was community-driven and asked those that were in support to stand up in the audience. He said there is a lot of misinformation being spread. He said this is not a taxing jurisdiction and there would have to be petitions, and it would have to be put on the ballot to be voted on. Mr. White said it gives the property owners back their rights that the City took away many years ago. He stated he should be able to keep his mother close to him to age in place, but he currently cannot do so. He reiterated that this is a property rights issue.

Bill Moore, stated this would help restore property rights to the Englewood Community and

professional staff. The smaller homes on vacant lots will help improve the area and allowing residents to build ADUs on their properties will help those aging in place.

Terry Snapp, 1809 Norwood, stated he and his wife Betty have lived in the area for almost 50 years and have been very active in the improvement of the area. He said he is enthusiastic about this opportunity for the community. Mr. Snapp said this is the beginning of great things for the neighborhood and will create sustainable and affordable housing. He said this is based on hope, not on fear and was created to bring the neighborhood together.

William McLeod, 1716 S Scott Ave, said his family has lived in the area for many generations. He stated they purchased their dream home in the area. Mr. McLeod reviewed the history of the area and said it's a gem of a neighborhood and said the area is built with natural boundaries.

Commissioner Nesbitt left the meeting at 7:47 p.m. and returned at 7:48 p.m.

Marvin Sands, 153 E 33rd St, with the AARP stated ADUs can help those in the Englewood community. He noted many cities have ADU opportunities in residential areas. It provides livable communities and gives those people options to age in place. Mr. Sands noted it will also make more affordable housing options.

Grant Watkins Davis, 4621 Apartment 1131, stated this should be citywide and not just in the Englewood area. He said this would take away the property owner rights which make it difficult to build small and or affordable houses for people his age. Mr. Watkins said this is about the future of Independence and would help the growth of the community. He stated he is in support of this proposal and believes it will help the elderly age in place.

Melanie Jackels, 2737 Glendale Ave, stated she supports this proposal and said she's a homeowner and was born and raised her. She said that Englewood businesses have helped her daughter in school. Ms. Jackels said artists lead the way in helping to improve neighborhoods. This proposal would create so much more opportunity.

Andres, 824 S Queen Ridge, stated his father, who lives at 1943 S Harvard has a little cottage in the back yard. He stated he thought they were against this rezoning but have discovered they cannot fix up the cottage for someone to live in without this passing.

William Curly, 10808 E. Westport Rd, said he wants to bring up that with a higher load on the infrastructure, light and gas prices will go up because of the ADUs. Mr. Arroyo said any time a building permit comes forward for an ADU, the building permit would look at the load requirement for that unit. Mr. Scannell said that in preparation for this case, IPL said they have enough power to provide it to ADUs.

Helen Hurley, 1701 S Evanston Ave, stated she is in favor and moved to this community 15 years ago. She said she has volunteered for this proposal because it creates a good future for residents. Affordable housing is very difficult to find, and this would create those opportunities. She said this provides a greater good and would bring more people into the area.

Hannah Finnin, 169 Beach Street, Gardner, KS, stated she is 22 years old and said she's found a family with this community. She said she wants to move closer to this community but is unable to do so at this time due to the cost to rent or purchase a house.

Mr. Martinez, 115 S Park Ave, said he became a Habitat for Humanity homeowner and is very thankful for the opportunity to own a home for him and his six children. He said the Englewood Arts area includes all nationalities in their involvement in the neighborhood. They made efforts to translate the documents for those that couldn't read or understand English. He's in favor of this project and would like to see it passed.

Chairwoman Wiley stated Leigh Phillips is representing a large group in opposition and will not have a time limit to speak.

Leigh Phillips, 1423 S Maywood Ave, stated she is representing a large group of citizens that are not in favor of this proposal. She requested those that were in opposition to stand up. Ms. Phillips said the applicants make it appear they have the support of the community. She said they don't have the support of the community based on the number that stood up in opposition and the over 200 signed protest petitions she's obtained. Ms. Phillips said there is confusion and that this needs to be tabled until there is more clarity on this project. She believes since the Planning Commission put this case on hold indefinitely in 2023, it should not have been brought forward again. She said the plans provided to the Planning Commission are different than the plans on the Englewood Arts District website. Ms. Phillips said the Englewood Arts District should not be allowed to apply for this rezoning since they don't own her home and the City Code says only the owner of the land or the City can be the applicant. She stated the applicant did not have neighborhood meetings pursuant to City Code and this application should be denied. She noted there should have been an affidavit stating when and where that meeting was held, along with those that were invited to the meeting. Ms. Phillips said that notices were only mailed to registered voters and not to the property owners. She is concerned that no traffic study was required or an impact assessment for electrical and sewer impact. Ms. Phillips believes the City should allow smaller homes and ADUs to all residents in the city and noted that then individual property owners could decide if they want to be rezoned to allow for those units. Ms. Phillips requested this case be denied.

Cheri Battrick, stated she was never notified of the neighborhood meeting. She said she went door to door and could not find one resident that was made aware of this proposal. Ms. Battrick said the yellow notification signs went up the same date as the Charter amendment. She said she was originally told that there was no protest petition for those in the 185 feet area.

Jean Libby, 1909 S Ash, stated she agrees with Commissioner Nesbitt that the area is far too large, and she doesn't live in the arts area. She said she believes this will affect their property taxes. She said she's feeling pressured to be in the Englewood Arts District.

Yvette Riddle, 1421 S Willow, stated Englewood has had six years to prepare, but those not in favor only had weeks. She reviewed what she found about mixed use in low density and said there is a big difference between low intensity and low density. Ms. Riddle said there is concern that a dispensary will open up in this area due to a loophole. She doesn't want additional

vehicles and foot traffic in this area because children are playing in the yards and riding their bikes in the street.

Edward Lee, 1900 S Hawthrone Ave, said he's not against all of it, but doesn't understand why the City can say that a house is too small. Mr. Lee said the City is overstepping and isn't in favor of cluster homes. He said he's already having issues with water and is worried about additional issues coming up.

Jeff Ruoff, 11503 E 15th Street, stated they moved here four years ago and believes this area is too large. Mr. Ruoff stated he is worried about parking in the neighborhoods.

Mike Talcott, 1901 S Lake Drive, said that this would take away property owner rights and would create a large business district. He noted homeowners around the area won't have any say if these businesses go in next door. Mr. Talcott said this will hurt property values and will greatly increase traffic and noted there is already a lack of sidewalks. He said mixed use is bad for neighborhoods and will have double the regulations. Mr. Talcott stated he is also upset that no studies have been done to support traffic and infrastructure.

Mark Hoskins, 1440 S Cedar, stated he grew up in this neighborhood and would like to note that there are good people on both sides, but he disagrees with this proposal. He said he's against having ADUs and having businesses with up to 20 people at their homes. Mr. Hoskins said there were viable businesses in Englewood that are now gone because they didn't fit with what the Arts district wanted.

Angela Carter, 1401 S Ralston Ave, stated there is a lot of detail lacking in this proposal. She said she's not opposed to the Arts District but is opposed to changes this large. Ms. Carter said this is being forced on these residents and there is not support by the residents. She noted she and her neighbors were not notified of these meetings.

Sharon Fisher, 1815 S Vassar Ave, said she lives in Proctor Neighborhood and named several other neighborhoods in this proposal. She said she doesn't believe it's a good proposal and is not in favor of ADUs or cottage neighborhoods. Ms. Fisher stated this is an experiment and it's a mistake to rezone this area.

Elisia Breitenbach, 1110 W Walnut St, questioned that she's still confused on if this will require an HOA for the area. She said they have worked hard to create a good community and this overlay could crush someone's dream by taking away their business. Ms. Breitenbach said the City is very difficult to work with and citizens deserve better. She said there is nowhere to park and the area floods constantly.

Martain Breitenbach, 1110 W Walnut, stated he purchased a condemned house and fixed it up to live in it. He said the applicant has done things that are very good by helping people buy homes. Mr. Breitenbach said they don't have the right to put an overlay over their home. He said there are different sized homes in this large area, and it should be taken on a case-by-case basis.

Ron VanFleet, 800 N Union, stated he works with real estate in the area and questioned the infrastructure. He said since there could be two houses on one lot, it will make it very difficult to appraise. Mr. VanFleet talked about property values and his concerns about small houses.

Dan Sunderland, 1507 S Logan, stated he's here on behalf of his client at 1224 Cedar, stated he's worked on tiny homes and while they sound good, ownership cannot be controlled. He discussed possible worst-case scenarios and believes corporations would come in to purchase more properties. He said it should be looked at one by one.

Edward Norman, 1808 S Cedar Ave, said he's concerned about HOAs and is concerned about community sheds and pizza ovens, but wonders who will replace tools and other things when they're stolen.

Paula Thomas, 2121 S Sterling Ave, stated they have cluster homes all around them and they're called duplexes. She said they cannot control crime in the area and believes property taxes will go up. Ms. Thomas stated she believes this will increase blight in the area.

Mary Wilcox, 18707 E 28th St S, stated she has six pages of contradictions and they're concerned they don' have the correct documents of what's being proposed. Ms. Wilcox said if a senior needs to build an ADU, what would they do with the main house. She said Lees's Summit came up with this overlay and added it City wide. Ms. Wilcox said this is unconstitutional to place these restrictions.

Bobbi Bryant, 3201 Queen Ridge Drive, said there isn't the infrastructure and is worried about water and sewer backups. She's also concerned about fires with the houses being so close together.

Kristi Nichols, 17407 E 43rd Terr S, stated there are details missing and there is a big homeless and illegal immigrant problem in the area. She said the property owners were not properly informed of these meetings. This is taking away their property rights and devaluing their properties.

Steve Williams, 908 W Maple, said there are nearly 4,000 homes in this area. Mr. Williams said this is a very dense area and there is a need for infill development. He noted he was forced to rezone his property to single-family and duplexes should not be allowed.

Jeannie Dennis, 1703 S Ash Ave, stated she's still in her starter home that she purchased in 1987. She noted she is frequently told how nice her home is and while walking the streets, she noticed one block can be beautiful, but on another block it's full of trash and vacant homes. Ms. Dennis said the City needs to look for flippers to make this better for families. She stated out of town landlords also need to be held accountable.

Patti Allred, 1819 S Claremont, stated she moved from Texas two years ago and they have a beautiful block. Ms. Alred is very concerned about the parking issues in the neighborhood, even with having single-family homes on her block. She noted there are no sidewalks and doesn't believe this is actually a grassroots effort.

Lucinda Johnson, 1218 S Cunningham Ave, stated she's never heard of rezoning an area and is not in favor of proposal.

Chairwoman Wiley called for a break at 9:33 p.m. The meeting was called back to order at 9:40 p.m.

Carl Blair, 2201 S Overton Ave, stated Habitat for Humanity didn't help him, but their program Brush with Kindness has helped him. He said his neighborhood is diverse and he doesn't want businesses in the homes in the neighborhood.

Angela Skulavik, 10724 E 19th Ter, stated she has not received any notification about this proposal. She asked if she's subject to Rental Ready and business licensing regulations with an ADU. She asked if there would need to be health inspections.

Fred King, 2006 S Vermont, said they want to spend money to get this overlay, but they don't have money for the theater.

Carla Jones, 1920 S Hardy Ave, asked who would oversee the EAOD and questioned how income would be increased when ADUs cannot be used as Airbnbs.

Jennifer Marrow, 1402 W Walnut, stated she was not given adequate time to research ADUs. She said this is deceptive that property owners were only made aware of this 22 days ago.

Tom Trudeau, 1901 S Ralston, stated he agrees with a lot of the disagreement. He said if zoning is wrong, we just need to change it for those houses. Mr. Trudeau said the City should allow small houses and ADUs for everyone in the city.

Sam Wade, 1216 S Cunningham, stated he's concerned about his property value and water issues off Truman Road.

Laura Arnote, 1925 S Willow, stated she doesn't think the smaller houses is a bad idea, but is concerned that IPL will have to purchase additional power from KCPL which will increase her rates. She stated she's also concerned about parking and school buses being able to get down the street.

Lamonte Chesnut, 1011 S Woodland Ave, stated he doesn't understand why someone can say what he can or cannot do with his property and it's not fair. He said they have some good ideas, but this is not a good proposal for such a large area.

Lucy Trudeau, 1901 S Ralston, stated she's lived there 22 years and is opposed to this proposal. She said if Englewood Arts wants to help people, they should do so without this overlay district.

Mr. Baxley thanked all those that spoke at tonight's meeting. He said they started notifying residents last year and they've had six town hall meetings where they've mailed out notices for

each one. Mr. Baxley stated this proposal would not address any home-based businesses within his district. He said it does require off street parking for the cottage houses. He noted this is not new information and these are happening close to home and as far away as Seattle. Mr. Baxley said the utilities will ensure they can provide service so infrastructure will not be an issue. Lastly, Mr. Baxley stated this gives property owners more options for their properties, and that it does not restrict any property owner rights.

Ms. Dorsch said the reason there have been different versions of the documents is because they've worked on this for several years and have taken feedback from the community to establish this proposal.

Mr. Moore restated that this is an opportunity to give more rights to property owners.

In response from Commissioner Nesbitt, Mr. Baxlely said new homes can sometimes be $300,000, and they're hoping to bring homes around $180,000 for 900 square foot home. The notices for the community meetings were put on social media, postcards were mailed to homeowners, notices were sent through a newsletter. Commissioner Nesbitt and Commissioner Young stated they own properties in this area, and they did not receive notification of the community meetings. Ms. Dorsch said the business part of the plan was removed a few months ago because of an ordinance change.

In response to Commissioner O'Neill's question, Mr. Scannell stated that in order to have an overlay, there has to be a rezoning as well. Mr. Scannell stated the zoning is not changing with this proposal, the overlay is on top of this zoning that allows additional rights to homeowners. Commissioner O'Neill clarified and Mr. Scannell confirmed that this gives more rights to property owners.

In response to Commissioner Ashbaugh's questions, Mr. Scannell said staff would be overseeing this overlay district and would enforce any issues and ensure the proper planning process is being followed. Mr. Scannell stated the advantages of an overlay district is that it keeps the base zoning district and can supplement those regulations. Mr. Scannell noted they will still need to meet all City standards when completing construction. He said this encourages infill development in older neighborhoods and most homes were platted in the 1950s or before. Mr. Scannell reviewed the recent changes to the home-based business regulations.

Mr. Arroyo reviewed those cities in the metro and across the country that have similar overlay districts or have ADUs allowed. Mr. Scannell stated of the 22 communities that they reviewed; they did not encounter any cities that had a sunset. Mr. Scannell reminded everyone that the UDO is a living document and if the Planning Commission, City Council or staff can request research and changes could come about if something in the UDO is not working.

In response to Commissioner Young's question, Mr. Scannell said not all properties would be eligible for an ADU because of setback requirements. He said all requests for an ADU would be looked at on a case-by-case basis.

In response to Commissioner Nesbitt's questions, Mr. Scannell said this application is not

violating City Code. Mr. Scannell stated the state requires a 15-day notice of property owners and surrounding 185-feet property owners and those affidavits were completed by the applicant. Mr. Scannell said if there were a Historic property, the Heritage Commission would have to review any building changes.

In response to Chairwoman Wiley's questions, Mr. Scannell stated IPL has no concerns about providing power to additional ADUs. He noted the building permits would require the same level review of current building permits. Mr. Scannell stated they would be required to have an off-street parking spot for an ADU.

In response to Commissioner Young's question, Mr. Scannell said if someone builds an ADU, there would be an affidavit recorded stating that there is an ADU on the property. If an out-of-town investor purchased the property, the City would work to get them into compliance.

In response to Commissioner Ashbaugh's question, Mr. Scannell stated a Short-Term Rental would not be allowed in an ADU. Mr. Scannell confirmed that the house and ADU would still be on one lot. He stated if they do rent out the ADU, they would have to comply with Rental Ready regulations.

Commissioner Comments

Commission Ashbaugh stated overall this is not a bad thing. He said he wishes we had more people to oversee things like this. Commissioner Ashbaugh said everyone needs to work together and believes Englewood Overlay District did attempt to bring forward a good plan.

Commissioner Nesbitt said he doesn't know why staff didn't get involved to make this area smaller and this upsets him.

Commissioner Young stated he knows a lot of people that were not made aware of this proposal.

Motion

Commissioner Dan O'Neill made a motion to add the amendment to the UDO Amendment #70. Commissioner Eric Ashbaugh seconded the motion. The motion was approved Yes 4, No 3, Abstained 0.

Commissioner Dan O'Neill made a motion to approve Case 24-175-07 UDO Amendment #70, with the amendment approved above. Commissioner Jose Torres seconded the motion. The motion was approved Yes 4, No 3, Abstained 0.

2. **Case 24-100-21 – Rezoning – Englewood Arts Overlay District** (EAOD) - The City proposes the creation of an Englewood Arts Overlay District (EAOD) bound by Truman Road on the north, Crysler Avenue, Lexington Avenue, Walnut Street and Crysler Avenue on the east, 23rd Street on the south, and Arlington Avenue, 20th Street, Crescent Avenue, 18th Street and Brookside Avenue on the west.

Motion

Commissioner Dan O'Neill made a motion to approve the case. Commissioner Jose Torres seconded the motion. The motion failed Yes 3, No 4, Abstained 0.

ROUNDTABLE - NEXT MEETING SEPTEMBER 10, 2024

ADJOURNMENT

The meeting was adjourned at 10:40 p.m.

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

24-098 **1R** An ordinance approving the overlay rezoning to EAOD (Englewood Arts Overlay District) for the properties generally located west of Crysler, north of 23rd Street, east of Brookside Avenue and south of Truman Road. **1R**

Recommendations:

Commissioner O'Neill made a motion to recommend approval of Case 24-100-21. A second to the motion was made by Commissioner Torres. The Independence Planning Commission voted as follows:
Commissioner Ashbaugh – No
Commissioner Ferguson – No
Commissioner Nesbitt – No
Commissioner O'Neill – Yes
Commissioner Torres – Yes
Commissioner Wiley – Yes
Commissioner Young – No

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

Background:

PROPOSAL:

Englewood Arts seeks the City to rezone the neighborhoods surrounding the Englewood Arts District to the proposed overlay zone – Englewood Arts Overlay District.

BACKGROUND:

Planning Efforts

The City has undertaken several plans, studies and initiatives over the years to address revitalization and housing issues covering the western portion of Independence. All of these plans have had a focus on revitalization of older commercial and residential neighborhoods as well as protecting and enhancing the viability, livability and affordability of these neighborhoods through the support of infill development, flexible zoning and overlay zones.

1993 Comprehensive Plan

The 1993 Comprehensive Plan noted "older, once very stable neighborhoods are facing decline, deterioration and/or a more unfavorable comparative market. This plan acknowledges the need for Independence to provide for attractive, efficient residential developments and redevelopments which will satisfy the need for the maximum range of choice of residential types, sizes and cost for present and future residents;"

US 24 Hwy Corridor Plan – Revitalization Strategy

The US 24 Hwy Corridor Plan examined the revitalization of the U.S. 24 Highway Corridor from the City's western city limits to the Truman Presidential Library. This Plan noted that the "Revitalization of the U.S. 24 Highway Corridor must start with improving the fabric, livability and population base of the residential neighborhoods. Enhancing the Corridor's housing stock must be a priority with the goal of improving living conditions, increasing property values, and stimulating population growth." Further, "this framework for investment in the U.S. 24 Highway Corridor should include an infill strategy and overlay zones, and flexible zoning to encourage new housing construction and products."

2022 City-Wide Housing Study

The City-Wide Housing Study was undertaken to create a baseline understanding of what the City's housing needs and challenges are, both current and for the future. Other key aspects of the study include an assessment of existing housing conditions and an identification of critical housing needs. It is also intended to serve as the basis for future strategies decisions. These might include land use and zoning decisions.

A strategy of this study recommends improving the quality and condition of the existing housing stock, which is important to neighborhood stability and the overall health of Independence. Enhancing the condition of what exists today can benefit the community in many ways, including improving housing stability for residents, reducing health-related impacts of poor housing conditions, maintaining affordability of existing stock, increasing the tax base, enhancing the overall aesthetic of the community and leveraging ongoing investments. A few of the key programs and tactics recommended by the study included:

- Create policies that support infill development, such as allowing Accessory Dwelling Units (ADUs).
- Continue efforts to promote neighborhood stability.

Grassroot Efforts

History of Englewood ARTS District

In 2011, Englewood was rezoned to ARTS District. As an ARTS District, Englewood promoted the artisan culture and celebrated this rich history and culture. This district is intended to encourage the preservation and enhancement of arts-related uses and to preserve and enhance the area as a center for a variety of retail, business services, housing and office uses.

Over this period, dedicated community members and volunteers have been working to revitalize the neighborhoods around the Englewood ARTS district. This group has had many positive outcomes including the formation of the Englewood Community Improvement District, the attraction of new boutique businesses, the establishment of the Englewood Arts nonprofit organization and the rehabilitation of the former Comprehensive Mental Health Building into the Englewood Arts Center.

The group instrumental in the development and implementation of the ARTS District began working on their next grass root effort to address housing in 2019. This group mapped housing

conditions, held numerous community and neighborhood meetings to discuss housing and neighborhood revitalization. This effort led to the development of the Englewood Arts Overlay District (EAOD).

Englewood Arts Overlay District
The Englewood Arts Overlay District (EAOD) is intended to sustain the neighborhoods around and in proximity to the Englewood Arts District. The intended result of the overlay is to help establish a mixed-use area with art-related businesses as well as other low-intensity neighborhood-supporting businesses, live/work units and traditional residences integrated in a manner that maintains the residential character of the area.

ANALYSIS:
Consistency with *Independence for All*, Strategic Plan:
The application is within keeping with the Measures for Success for, "Improved housing conditions." The City of Independence Action Plan calls to stabilize and revitalize neighborhoods by partnering with citizens and businesses to promote and maintain a safe, healthy, and desirable living and working environment. This is to be accomplished by incorporating Best Practices into the UDO to encourage infill housing in neighborhoods and collaborating with community partners on various methods to stabilize neighborhoods.

Comprehensive Plan Guiding Land Use Principles for the Current Designation:
There several Guiding Land Use Principles that would be applicable. This rezoning would assist in protecting and enhancing the viability, livability and affordability of residential areas by promoting economically integrated neighborhoods, a range of housing options, encouraging connected neighborhoods, and preserving the visual character and function of established neighborhoods. Additionally, this rezoning would assist in fostering redevelopment opportunities to revitalize unused or underused property by encouraging redevelopment, promoting in-fill development (where appropriate), and encouraging reinvestment in existing neighborhoods.

Sub-Area Plans:
As mentioned above, the proposed area has had several sub-area planning efforts. All of these plans have had a focus on revitalization of older commercial and residential neighborhoods as well as protecting and enhance the viability, livability and affordability of these neighborhoods. This rezoning would assist in those efforts.

Most Common Base Zonings:
The following base zones can be presently found in the areas.
R-6 (Single-Family Residential) zoning classification allows for single-family dwellings and various other uses (schools, churches, government facilities, cemeteries, home-based daycare, agriculture and others with conditions).
R-12 (Two-Family Residential) zoning classification allows for one and two-family dwellings and various other uses (schools, churches, government facilities, cemeteries, home-based daycare, agriculture and others with conditions).
R-18/PUD and R-30/PUD zoning classifications allows for two-family and multiple-family dwellings and various other uses (schools, churches, government facilities, cemeteries, home-

based daycare, agriculture and others with conditions).
O-1 (Residential-Office) allows for small scale retail, offices, multiple-family residences, daycare centers, government and civic facilities, churches and schools.
C-1 (Neighborhood Commercial) allows for small scale retail, offices, restaurants, banks, business and personal improvement services, daycare centers, government and civic facilities, churches, schools, animal grooming, artist spaces, repair services and artisan manufacturing.
C-2 (General Commercial) which allows for retail, office, restaurants, banks, business and personal improvement services, hotels, construction services, daycare centers, nursing homes, government facilities, churches, employment agencies, funeral and interment services, schools, colleges and universities, veterinary and animal boarding services, sports and entertainment facilities, medical services, repair services and crop agriculture.
C-3 (Service Commercial) which allows for religious assembly, utility services, veterinary services, art spaces, building maintenance services, business equipment sales, business support services, communication services, construction services, offices, repair and laundry services, indoor recreation, carwashes, heavy equipment sales, manufacturing, self-storage, warehousing and agriculture.
I-1 (Industrial) which allows for religious assembly, utility services, pet sales and grooming, animal boarding, veterinary services, stables, art spaces, building maintenance services, business equipment sales, business support services, communication services, construction services, offices, parking, repair and laundry services, indoor recreation, carwashes, heavy equipment sales, manufacturing, recycling services, self-storage, warehousing and agriculture.

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.***There several Guiding Land Use Principles that would be applicable. This rezoning would assist in protecting and enhancing the viability, livability and affordability of residential areas by promoting economically integrated neighborhoods, a range of housing options, encouraging connected neighborhoods, and preserving the visual character and function of established neighborhoods. Additionally, this rezoning would assist in fostering redevelopment opportunities to revitalize unused or underused property by encouraging redevelopment or adaptive reuse of vacant or underutilized buildings and sites, promoting in-fill development (where appropriate), promoting affordable space for small startup, new or growing businesses and encouraging reinvestment in existing 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 several sub-area plan areas located within its boundaries. Each these plans have had a focus on revitalization of older commercial and residential neighborhoods. This rezoning would be an effort to protect and enhance the viability, livability and affordability of these neighborhoods.*
3. **The compatibility of the proposed zoning with the zoning and use of nearby property, including any overlay zoning.** *The overlay district is intended to promote and sustainable mixed-income neighborhoods within the Englewood Arts Overlay District*

boundaries and to sustain these great neighborhoods that are safe and walkable that includes a mixture of densities and designs encouraging interaction and pride. Art is integrated into the overlay infrastructure to enhance neighborhoods, encourage economic revitalization, and nurture artistic contributions to the City and region. The overlay seeks to help establish a mixed-income area with art-related businesses as well as other low-intensity neighborhood-supporting businesses, live/work units and traditional residences integrated in a manner that maintains the residential character of the area.

4. **The compatibility of the proposed zoning and allowed uses with the character of the neighborhood.** *The overlay district's allowed uses should be compatible with the area's existing built environment. The focus of the overlay district is to protect and enhance the viability, livability and affordability of the area.*
5. **The suitability of the subject property for the uses to which it has been restricted under the existing zoning regulations**. *Overlay districts are for areas that have unique qualities requiring special treatment or in locations where special approaches to development and/or revitalization may be warranted. They are established as a means of addressing specific aspects of land use control or development design that transcend base zoning district provisions. Overlay districts permit greater design flexibility than otherwise permitted by the conventional standards of zoning and development codes. As the name implies, overlay districts "over-lay" applicable base district classification to alter some or all of the zoning regulations that apply to particular sites. Overlay districts may be appropriate in areas where there is the need to preserve and enhance neighborhoods, to maintain community character or to accomplish city policy objectives for specific areas. As mentioned above, several plans and studies have recommended overlay districts to that encourage redevelopment of vacant or underutilized sites, promotes in-fill development, where appropriate, to support more compact urban form, promote redevelopment that maximizes existing infrastructure, encourage reinvestment in existing neighborhoods and promote a range of housing options.*
6. **The length of time the subject properties have remained vacant as zoned.** *This does not apply.*
7. **The extent to which approving the rezoning will detrimentally affect nearby properties**. *The creation of the overlay district should not have a detrimental effect on area properties. The new regulations will protect from negative influencing uses while allowing ADUs that provide affordable living options in prescribed areas, while protecting the character and maintaining compatibility between uses.*
8. **The gain, if any, to the public health, safety, and welfare due to denial of the application, as compared to the hardship imposed upon the landowner, if any, as a result of denial of the application.** *The overlay district is an implementation tool identified in several plans and studies to encourage redevelopment of vacant or underutilized sites, promote in-fill development, where appropriate, encourage reinvestment in existing neighborhoods, and promote a range of housing options.*

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

Emergency Justification:

Fiscal Impact:

Council Action:

Department / Contact Community Development /

REVIEWERS

Tom Scannell
Jeremy Cover
Zachary Walker
Susanne Holland

ATTACHMENTS:

1. Ordinance 24-100-21 EAOD Rezoning
2. Staff Report 24-100-21 EAOD Rezoning
3. Cover letter - Planning Commission
4. External EAOD 185 ft buffer Notification Letter
5. External EAOD Property Owner Notification List
6. Internal EAOD Property Owner Notification Letter
7. Internal EAOD Property Owner Extract 2024
8. Notification Map
9. External EAOD Property Owner Notification Affidavit
10. Internal EAOD Property Owner Notification Affidavit
11. Proposed EAOD Rezoning Map
12. Comp Plan Map
13. Zoning Map
14. Planning Commission Meeting Minutes 8-27-24

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE APPROVING THE OVERLAY REZONING TO EAOD (ENGLEWOOD ARTS OVERLAY DISTRICT) FOR THE PROPERTIES GENERALLY LOCATED WEST OF CRYSLER, NORTH OF 23RD STREET, EAST OF BROOKSIDE AVENUE AND SOUTH OF TRUMAN ROAD.

WHEREAS, Englewood Arts petitioned the City to overlay the EAOD (Englewood Arts Overlay District for the properties generally located west of Crysler, north of 23rd Street, east of Brookside Avenue and south of 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 an overlay 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 August 27, 2024, and rendered a report to the City Council not recommending the overlay rezoning be approved by a vote of 3-4; and,

WHEREAS, in accordance with the Unified Development Ordinance, it was determined that the overlay rezoning was consistent with the review criteria in Section 14-701-02; and,

WHEREAS, a valid legal protest was not submitted to the City; and,

WHEREAS, after due public notice in the manner prescribed by law, the City Council held a public hearing, and rendered a decision to approve the overlay rezoning of the said property.

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

SECTION 1. That the following properties' base zoning districts are hereby over-laid with EAOD (Englewood Arts Overlay District) and shall be subject to the regulations of said district:

Commencing at the north right-of-way line of 23rd Street with the west right-of-way line with Crysler Avenue; thence west along the north right-of-way line of 23rd Street to the intersection of the east right-of-way line with Arlington Avenue; thence north on the east right-of-way line of Arlington Avenue to the intersection of the north right-of-way line with 20th Street S; thence west along the north right-of-way line of 20th Street S to the intersection of the east right-of-way line of Crescent Avenue; thence north along the east right-of-way line of Crescent Avenue to the intersection of the north right-of-way line of 18th Street S; thence west along the north right-of-way line of 18th Street S to the intersection of the east right-of-way line of Brookside Avenue; thence north along the east right-of-way line of Brookside Avenue to the south right-of-way line of Truman Road; thence east along the south right-of-way line of Truman Road to the intersection

of the west right-of-way line of Crysler Avenue; thence southeasterly and south along the west right-of-way line of Crysler Avenue to the intersection of the south right-of-way line of Walnut Street; thence east along the south right-of-way line of Walnut Street to the intersection of west right-of-way line of Lexington Avenue; thence southeasterly along the west right-of-way line of Lexington Avenue to the intersection with Crysler Avenue; thence south along the west right-of-way line of Crysler Avenue to the north right-of-way line of 23rd Street being the point of beginning.

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

INDEPENDENCE
★ COMMUNITY DEVELOPMENT ★

Planning Commission
Staff Report

MEETING DATE: August 27, 2024 **STAFF:** Tom Scannell, Community Development Director

PROJECT NAME: Englewood Arts Overlay District Rezoning

CASE NUMBER/REQUEST **Case 24-100-21 – Rezoning – Englewood Arts Overlay District** (EAOD) - The City proposes the creation of an Englewood Arts Overlay District (EAOD) bound by Truman Road on the north, Crysler Avenue, Lexington Avenue, Walnut Street and Crysler Avenue on the east, 23rd Street on the south, and Arlington Avenue, 20th Street, Crescent Avenue, 18th Street and Brookside Avenue on the west.

APPLICANT: City of Independence on behalf of Englewood Arts

PROPERTY ADDRESS: Truman Road, Crysler Avenue, Lexington Avenue, 23rd Street, Walnut Street, Crescent Avenue, 20th Street, Arlington Avenue, 18th Street and Brookside Avenue

SURROUNDING ZONINGS/LAND USES:

N/E/W/S: R-6, R-12, R-18/PUD, R-30/PUD, O-1, C-1, C-2, C-3 and I-1…mostly commercially zoned on the north and south perimeter and mostly single-family residential zoned on the west and east perimeter.

PUBLIC NOTICE:

- Letters to internal and external property owners – July 25, 2024, July 29, 2024 and August 9, 2024
- Public Notice published in the Independence Examiner – August 10, 2024
- Signs posted on property – August 5 and 6, 2024

FURTHER ACTION:

Following action by the Planning Commission, this rezoning is scheduled for first reading by City Council on October 7, 2024 and the public hearing/second reading on October 21, 2024.

RECOMMENDATION

Staff recommends **APPROVAL** of this rezoning request.

PROJECT DESCRIPTION & BACKGROUND INFORMATION

PROPOSAL:

Englewood Arts seeks the City to rezone the neighborhoods surrounding the Englewood Arts District to the proposed overlay zone – Englewood Arts Overlay District.

BACKGROUND:

Planning Efforts
The City has undertaken several plans, studies and initiatives over the years to address revitalization and housing issues covering the western portion of Independence. All of these plans have had a focus on revitalization of older commercial and residential neighborhoods as well as protecting and enhancing the viability, livability and affordability of these neighborhoods through the support of infill development, flexible zoning and overlay zones.

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2022 City-Wide Housing Study
The City-Wide Housing Study was undertaken to create a baseline understanding of what the City's housing needs and challenges are, both current and for the future. Other key aspects of the study include an assessment of existing housing conditions and an identification of critical housing needs. It is also intended to serve as the basis for future strategies decisions. These might include land use and zoning decisions.

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- Create policies that support infill development, such as allowing Accessory Dwelling Units (ADUs).
- Continue efforts to promote neighborhood stability.

Grassroot Efforts

History of Englewood ARTS District
In 2011, Englewood was rezoned to ARTS District. As an ARTS District, Englewood promoted the artisan culture and celebrated this rich history and culture. This district is intended to encourage the preservation and enhancement of arts-related uses and to preserve and enhance the area as a center for a variety of retail, business services, housing and office uses.

Over this period, dedicated community members and volunteers have been working to revitalize the neighborhoods around the Englewood ARTS district. This group has had many positive outcomes including the formation of the Englewood Community Improvement District, the attraction of new boutique businesses, the establishment of the Englewood Arts nonprofit organization and the rehabilitation of the former Comprehensive Mental Health Building into the Englewood Arts Center.

The group instrumental in the development and implementation of the ARTS District began working on their next grass root effort to address housing in 2019. This group mapped housing conditions, held numerous community and neighborhood meetings to discuss housing and neighborhood revitalization. This effort led to the development of the Englewood Arts Overlay District (EAOD).

Englewood Arts Overlay District
The Englewood Arts Overlay District (EAOD) is intended to sustain the neighborhoods around and in proximity to the Englewood Arts District. The intended result of the overlay is to help establish a mixed-use area with art-related businesses as well as other low-intensity neighborhood-supporting businesses, live/work units and traditional residences integrated in a manner that maintains the residential character of the area.

ANALYSIS

Consistency with *Independence for All*, Strategic Plan:
The application is within keeping with the Measures for Success for, “Improved housing conditions.” The City of Independence Action Plan calls to stabilize and revitalize neighborhoods by partnering with citizens and businesses to promote and maintain a safe, healthy, and desirable living and working environment. This is to be accomplished by incorporating Best Practices into the UDO to encourage infill housing in neighborhoods and collaborating with community partners on various methods to stabilize neighborhoods.

Comprehensive Plan Guiding Land Use Principles for the Current Designation:
There several Guiding Land Use Principles that would be applicable. This rezoning would assist in protecting and enhancing the viability, livability and affordability of residential areas by promoting economically integrated neighborhoods, a range of housing options, encouraging connected neighborhoods, and preserving the visual character and function of established neighborhoods. Additionally, this rezoning would assist in fostering redevelopment opportunities to revitalize unused or underused property by encouraging redevelopment, promoting in-fill development (where appropriate), and encouraging reinvestment in existing neighborhoods.

Sub-Area Plans:
As mentioned above, the proposed area has had several sub-area planning efforts. All of these plans have had a focus on revitalization of older commercial and residential neighborhoods as well as protecting and enhance the viability, livability and affordability of these neighborhoods. This rezoning would assist in those efforts.

Most Common Base Zonings:
The following base zones can be presently found in the areas.

R-6 (Single-Family Residential) zoning classification allows for single-family dwellings and various other uses (schools, churches, government facilities, cemeteries, home-based daycare, agriculture and others with conditions).

R-12 (Two-Family Residential) zoning classification allows for one and two-family dwellings and various other uses (schools, churches, government facilities, cemeteries, home-based daycare, agriculture and others with conditions).

R-18/PUD and R-30/PUD zoning classifications allows for two-family and multiple-family dwellings and various other uses (schools, churches, government facilities, cemeteries, home-based daycare, agriculture and others with conditions).

O-1 (Residential-Office) allows for small scale retail, offices, multiple-family residences, daycare centers, government and civic facilities, churches and schools.

C-1 (Neighborhood Commercial) allows for small scale retail, offices, restaurants, banks, business and personal improvement services, daycare centers, government and civic facilities, churches, schools, animal grooming, artist spaces, repair services and artisan manufacturing.

C-2 (General Commercial) which allows for retail, office, restaurants, banks, business and personal improvement services, hotels, construction services, daycare centers, nursing homes, government facilities, churches, employment agencies, funeral and interment services, schools, colleges and universities, veterinary and animal boarding services, sports and entertainment facilities, medical services, repair services and crop agriculture.

C-3 (Service Commercial) which allows for religious assembly, utility services, veterinary services, art spaces, building maintenance services, business equipment sales, business support services, communication services, construction services, offices, repair and laundry services, indoor recreation, carwashes, heavy equipment sales, manufacturing, self-storage, warehousing and agriculture.

I-1 (Industrial) which allows for religious assembly, utility services, pet sales and grooming, animal boarding, veterinary services, stables, art spaces, building maintenance services, business equipment sales, business support services, communication services, construction services, offices, parking, repair and laundry services, indoor recreation, carwashes, heavy equipment sales, manufacturing, recycling services, self-storage, warehousing and agriculture.

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.**
   There several Guiding Land Use Principles that would be applicable. This rezoning would assist in protecting and enhancing the viability, livability and affordability of residential areas by promoting economically integrated neighborhoods, a range of housing options, encouraging connected neighborhoods, and preserving the visual character and function of established neighborhoods. Additionally, this rezoning would assist in fostering redevelopment opportunities to revitalize unused or underused property by encouraging redevelopment or adaptive reuse of vacant or underutilized buildings and sites, promoting in-fill development (where appropriate), promoting affordable space for small startup, new or growing businesses and encouraging reinvestment in existing 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 several sub-area plan areas located within its boundaries. Each these plans have had a focus on revitalization of older commercial and residential neighborhoods. This rezoning would be an effort to protect and enhance the viability, livability and affordability of these neighborhoods.

3. **The compatibility of the proposed zoning with the zoning and use of nearby property, including any overlay zoning.**
   The overlay district is intended to promote and sustainable mixed-income neighborhoods within the Englewood Arts Overlay District boundaries and to sustain these great neighborhoods that are safe and walkable that includes a mixture of densities and designs encouraging interaction and pride. Art is integrated into the overlay infrastructure to enhance neighborhoods, encourage economic revitalization, and nurture artistic contributions to the City and region. The overlay seeks to help establish a mixed-income area with art-related businesses as well as other low-intensity neighborhood-supporting businesses, live/work units and traditional residences integrated in a manner that maintains the residential character of the area.

4. **The compatibility of the proposed zoning and allowed uses with the character of the neighborhood.**
   The overlay district's allowed uses should be compatible with the area's existing built environment. The focus of the overlay district is to protect and enhance the viability, livability and affordability of the area.

5. **The suitability of the subject property for the uses to which it has been restricted under the existing zoning regulations**.
   Overlay districts are for areas that have unique qualities requiring special treatment or in locations where special approaches to development and/or revitalization may be warranted. They are established as a means of addressing specific aspects of land use control or development design that transcend base zoning district provisions. Overlay districts permit greater design flexibility than otherwise permitted by the conventional standards of zoning and development codes. As the name implies, overlay districts "over-lay" applicable base district classification to alter some or all of the zoning regulations that apply to particular sites. Overlay districts may be appropriate in areas where there is the need to preserve and enhance neighborhoods, to maintain community character or to accomplish city policy objectives for

specific areas. As mentioned above, several plans and studies have recommended overlay districts to that encourage redevelopment of vacant or underutilized sites, promotes in-fill development, where appropriate, to support more compact urban form, promote redevelopment that maximizes existing infrastructure, encourage reinvestment in existing neighborhoods and promote a range of housing options.

6. **The length of time the subject properties have remained vacant as zoned.**
   This does not apply.

7. **The extent to which approving the rezoning will detrimentally affect nearby properties**.
   The creation of the overlay district should not have a detrimental effect on area properties. The new regulations will protect from negative influencing uses while allowing ADUs that provide affordable living options in prescribed areas, while protecting the character and maintaining compatibility between uses.

8. **The gain, if any, to the public health, safety, and welfare due to denial of the application, as compared to the hardship imposed upon the landowner, if any, as a result of denial of the application.**
   The overlay district is an implementation tool identified in several plans and studies to encourage redevelopment of vacant or underutilized sites, promote in-fill development, where appropriate, encourage reinvestment in existing neighborhoods, and promote a range of housing options.

EXHIBITS

1. Cover Letter
2. Notification letter – External
3. External Property Owner List
4. Notification letter – Internal
5. Internal Property Owner List
6. Notification Map
7. Affidavit – External
8. Affidavit – Internal
9. Proposed Overlay Rezoning Map
10. Comprehensive Plan map
11. Zoning map

ENGLEWOOD ARTS

Dear Planning Commission,

We are delighted to present the Englewood Arts Overlay District Zoning proposal on behalf of the Englewood community. The nonprofit organization known as Englewood Arts is dedicated to utilizing arts to create positive change and community revitalization in the historic Englewood district of Independence, Missouri. Our organization focuses on bringing art opportunities for artists and visitors alike and providing affordable housing options within our community that will increase density and tax revenue.

Our nonprofit has been actively supporting this grassroots effort to move forward with an overlay zoning for the Englewood district. Over many years, dedicated community members and volunteers have been working to revitalize our declining neighborhood. The initial phase of this process involved zoning the commercial part of Englewood as an “Arts District” through the City of Independence. Many positive outcomes have come from the “Arts District” zoning such as the formation of the Englewood Community Improvement District, the attraction of new boutique businesses, and the establishment of the Englewood Arts nonprofit organization.

This second phase aims to extend art opportunities into the residential area of Englewood through the implementation of overlay zoning. Zoning opportunities include smaller home builds to fit the history of the Neighborhood, and the new construction of cluster communities rather than large developments. It subsequently protects the neighborhood from predatory new businesses such as short-term loan services, bail bonds, or tow lots.This stage has been in progress for several years, with numerous community and town hall meetings taking place in the last 3- 5 years. In the past year, every resident within the proposed zoning area has been invited to one or more meeting, totaling 12 open forum meetings within just the last 6 months. Spanish interpretation services were provided during these meetings to ensure inclusivity. The continual community engagement from these meetings helped build the overlay zoning and led to many refinements. It was this feedback that guided us to a final zoning proposal. There is no doubt that the valuable input and engagement from the community has played a pivotal role in shaping the Englewood Arts Overlay District zoning that we now present to you.

We appreciate your time and consideration in reviewing our proposal prepared by the community for the community. Englewood Arts is committed to the long-term development and enrichment of Englewood, and implementing the Englewood Arts Overlay District Zoning will significantly contribute to the revitalization and vibrancy of our neighborhood. Please do not hesitate to contact us if you require any additional information or have any questions.

Thank you for your support and dedication to fostering positive change and growth within our community.

Sincerely,

Teresa Dorsch
Director, Englewood Arts
Englewood Resident

BOARD OF TRUSTEES~Terry Snapp, *President* • Steve Israelite, *Vice President* • Chris Bornheimer, *Treasurer* • Patty Simcosky, *Secretary* • Byron Constance • Cindy Foster • Kevin Hannahs • Melesa Johnson • Thomas Meyer • Mary McNamara • Tammy Parsons • Steven Potter • Phyllis Stevens • Maria Vasquez Boyd
STAFF~Michael Baxley, *Executive Director* • Teresa Dorsch, *Director*

Appendix B - Property Owner Notification Letter
City of Independence, Missouri

Date: August 9, 2024 Case No. 24-100-21

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: Case #24-100-21 - Request to rezone area to Englewood Arts Overlay District

Applicant: Englewood Arts

Location of Property: See attached map

Planning Commission Meeting Date: August 27, 20 24, at 6:00 p.m.

City Council Meeting Date: October 21, 20 24, at 6:00 p.m.

Location of public hearings: City Council Chambers, City Hall
111 E Maple Ave, Independence, Missouri, 64050

All interested persons are invited to attend and will have an opportunity to be heard at the full public hearing (Planning Commission).

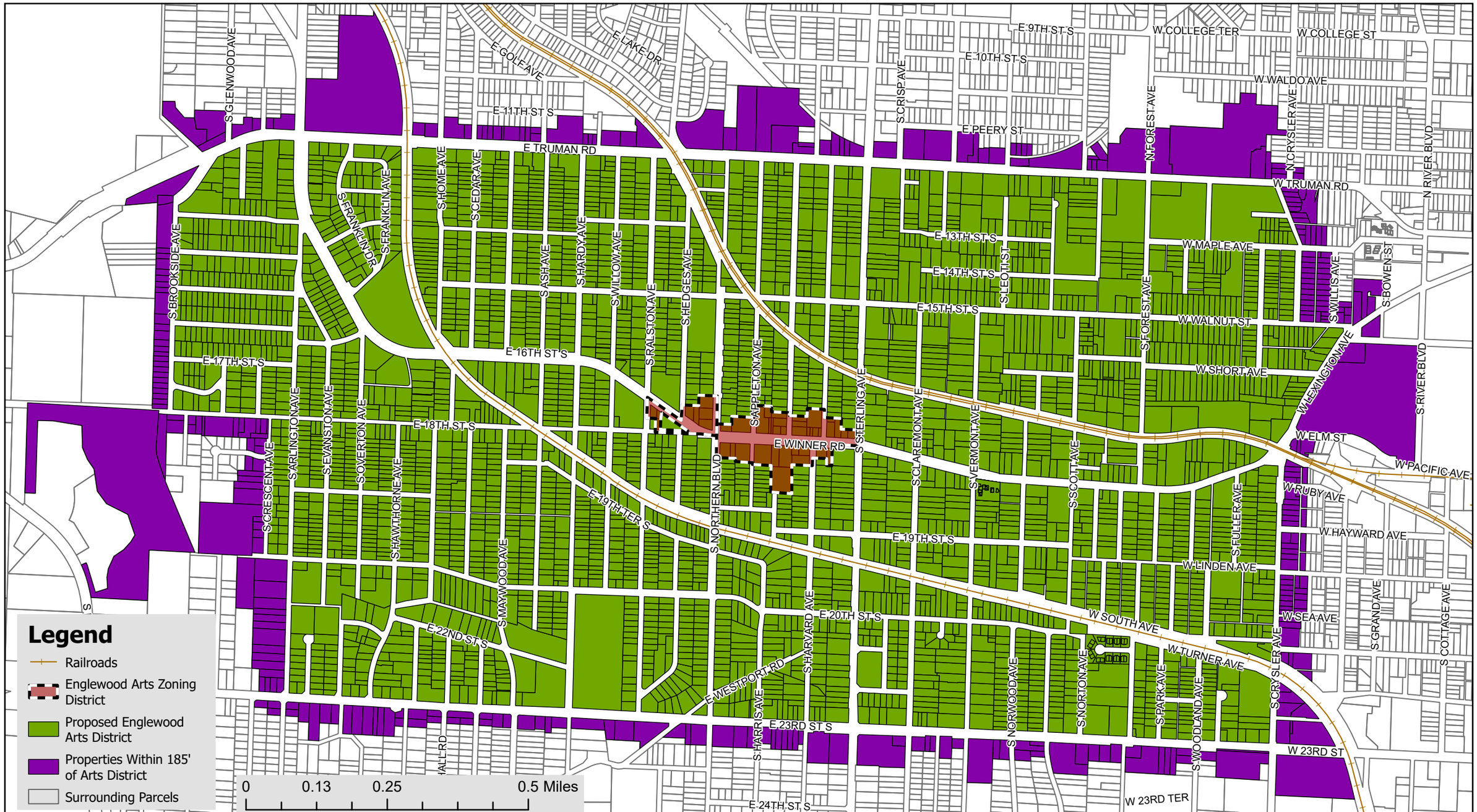
REZONINGS ONLY: You may file a protest petition with the Community Development Department. For more information or to get copies of a petition, please contact Planning staff at 816-325-7421.

Applicant (or Owner/Agent)

For more information, contact the Community Development Department at 816-325-7421.

INDEPENDENCE
MISSOURI

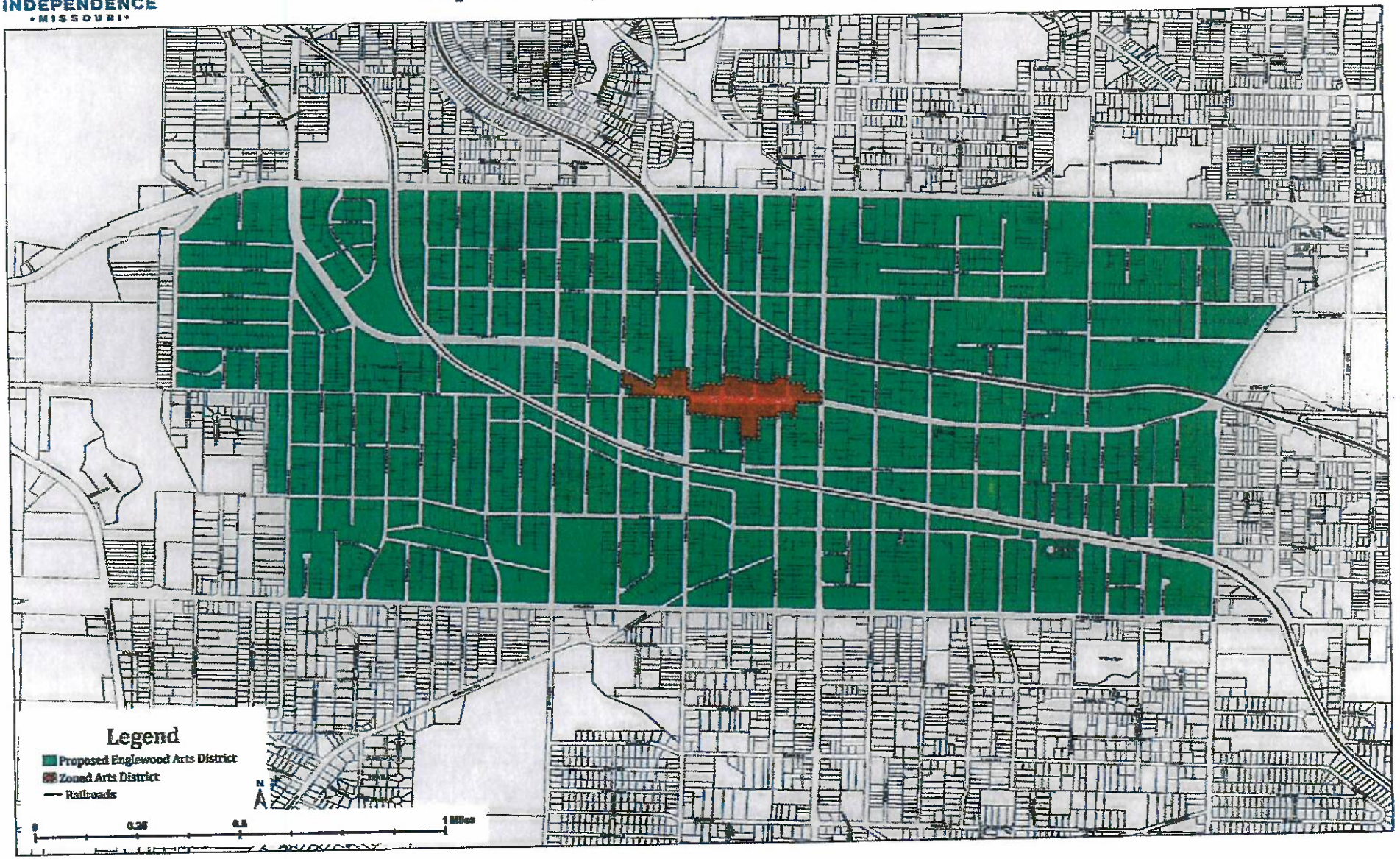
Proposed Englewood Arts District Overlay



INDEPENDENCE
MISSOURI

Proposed Englewood Arts Overlay District

September 2023



	Property Address	City	Zip	Owner	Owner Address	City	State	Zip	Parcel Number
1	11014 E TRUMAN RD	INDEPENDENCE	64054	LANGER RUDY F-TRUSTEE	4939 WARD PKWY	KANSAS CITY	MO	64112	27-110-28-02-00-0-00-000
2	11104 E TRUMAN RD	INDEPENDENCE	64054	WEIR JOE J III	3313 BLUE RIDGE BLVD	INDEPENDENCE	MO	64052	27-110-28-04-00-0-00-000
3	10736 E TRUMAN RD	INDEPENDENCE	64053	TED'S TRASH SERVICE OFFICE LLC	10736 E TRUMAN RD	INDEPENDENCE	MO	64052	27-110-21-03-00-0-00-000
4	10126 E TRUMAN RD	INDEPENDENCE	64053	INDEPENDENCE PROPERTIES LLC	3908 KINGSFERRY CT	ARLINGTON	TX	76016	27-120-31-16-00-0-00-000
5	1320 S BROOKSIDE AVE	INDEPENDENCE	64052	EIGHT PACES LLC	PO BOX 262	KIRBYVILLE	MO	65679	27-240-11-04-00-0-00-000
6	1810 S CRESCENT AVE	INDEPENDENCE	64052	BARRAGAN LIZBETH DIAZ	1810 S CRESCENT AVE	INDEPENDENCE	MO	64052	27-510-06-55-00-0-00-000
7	2310 S HAWTHORNE AVE	INDEPENDENCE	64052	CAMPBELL LEE M	2310 S HAWTHORNE	INDEPENDENCE	MO	64052	27-540-02-27-00-0-00-000
8	2305 S HAWTHORNE AVE	INDEPENDENCE	64052	ELLIOTT JENNIFER & CHIPLEY JOSEPH	2305 S HAWTHORNE AVE	INDEPENDENCE	MO	64052	27-540-01-18-00-0-00-000
9	1824 S CRESCENT AVE	INDEPENDENCE	64052	BRIGGS BRITTNEY	1824 S CRESCENT AVE	INDEPENDENCE	MO	64052	27-510-06-34-00-0-00-000
10	2302 S ARLINGTON AVE	INDEPENDENCE	64052	MARTIN TROY	8908 INDIANA	KANSAS CITY	MO	64132	27-540-04-43-00-0-00-000
11	11307 E PEERY ST	INDEPENDENCE	64054	FELAN BIANCA	11307 E PEERY ST	INDEPENDENCE	MO	64054	27-110-25-06-00-0-00-000
12	1726 S BROOKSIDE AVE	INDEPENDENCE	64052	PAULSEN DEVIN	72 N 550 E	OREM	UT	84097	27-240-11-29-00-0-00-000
13	1302 S BROOKSIDE AVE	INDEPENDENCE	64052	ALLIED SERVICES LLC	PO BOX 29246	PHOENIX	AZ	85038	27-240-11-31-00-0-00-000
14	9420 E TRUMAN RD	INDEPENDENCE	64052	MAYFIELD ISAAC & SARA	10016 E TRUMAN RD	INDEPENDENCE	MO	64052	27-210-19-20-00-0-00-000
15	10106 E TRUMAN RD	INDEPENDENCE	64053	FOSTER FRANK I	10106 E TRUMAN RD	INDEPENDENCE	MO	64052	27-120-31-12-00-0-00-000
16	2106 S ARLINGTON AVE	INDEPENDENCE	64052	THE IRA CLUB FBO MARGIT M SIPEKI IRA	PO BOX A3535	CHICAGO	IL	60690	27-510-14-31-00-0-00-000
17	1424 S BROOKSIDE AVE	INDEPENDENCE	64052	PICOLET CLAY	1424 S BROOKSIDE AVE	INDEPENDENCE	MO	64052	27-240-11-07-00-0-00-000
18	1528 S BROOKSIDE AVE	INDEPENDENCE	64052	KINDRICK KATHERINE	1528 S BROOKSIDE AVE	INDEPENDENCE	MO	64052	27-240-11-15-00-0-00-000
19	2303 S ARLINGTON AVE	INDEPENDENCE	64052	CARAVEO JAIME & BERMUDEZ ZAYORI	2303 S ARLINGTON AVE	INDEPENDENCE	MO	64052	27-540-03-06-00-0-00-000
20	9920 E TRUMAN RD	INDEPENDENCE	64053	PRESIDIO 2000 LLC	9920 E TRUMAN RD	INDEPENDENCE	MO	64052	27-210-13-25-00-0-00-000
21	9415 E 18TH ST S	INDEPENDENCE	64052	S MADDEN PROPERTIES LLC	10027 N LAWN AVE	KANSAS CITY	MO	64156	27-510-06-05-00-0-00-000
22	9319 E 18TH ST S	INDEPENDENCE	64052	STILWELL REBECCA & BERG SHARON	9319 E 18TH STREET SOUTH	INDEPENDENCE	MO	64052	27-510-06-10-00-0-00-000
23	9416 E 18TH TER S	INDEPENDENCE	64052	CRESCENT HEIGHTS LLC	300 SW LONGHORN	OAK GROVE	MO	64075	27-510-06-52-00-0-00-000
24	NO ADDRESS ASSIGNED BY CITY	INDEPENDENCE	64052	GAZAILLE GILBERT E	2003 S GLENWOOD AVE	INDEPENDENCE	MO	64052	27-510-14-04-01-0-00-000
25	9528 E 23RD ST S UNIT A	INDEPENDENCE	64052	SHERIF NOOR	11514 W WILLOW LN	AVONDALE	AZ	85392	27-510-14-21-00-0-00-000
26	2228 S ARLINGTON AVE	INDEPENDENCE	64052	MCNURLIN KELLY RAE	8039 LYDIA AVE	KANSAS CITY	MO	64131	27-510-14-24-00-0-00-000
27	9508 E TRUMAN RD	INDEPENDENCE	64052	FRYER BRANDON J	16514 E MECHANIC AVE	INDEPENDENCE	MO	64050	27-210-19-32-00-0-00-000
28	9231 E 18TH ST S	INDEPENDENCE	64052	CITY OF INDEPENDENCE	111 E MAPLE AVE	INDEPENDENCE	MO	64050	27-510-06-23-00-0-00-000
29	2210 S ARLINGTON AVE	INDEPENDENCE	64052	WILLIAMS DALE J	2200 S ARLINGTON ST	INDEPENDENCE	MO	64052	27-510-14-27-00-0-00-000
30	10212 E TRUMAN RD	INDEPENDENCE	64053	S&S PROPERTY INVESTMENTS LLC	10212 E TRUMAN RD	INDEPENDENCE	MO	64052	27-120-31-19-00-0-00-000
31	1116 S HARRIS AVE	INDEPENDENCE	64053	NEW DIRECTION IRA INC	13952 E MARINA DR APT 311	AURORA	CO	80014	27-110-21-10-00-0-00-000
32	9930 E TRUMAN RD	INDEPENDENCE	64053	DUNLAP WILLIAM R	1106 S HOME AVE	INDEPENDENCE	MO	64053	27-210-13-26-02-0-00-000
33	1500 S BROOKSIDE AVE	INDEPENDENCE	64052	THE SUMMIT HOLDING GROUP LLC	PO BOX 203	LEES SUMMIT	MO	64063-0203	27-240-11-10-00-0-00-000
34	1420 S BROOKSIDE AVE	INDEPENDENCE	64052	EIGHT PACES LLC	PO BOX 262	KIRBYVILLE	MO	65679	27-240-11-06-00-0-00-000
35	1428 S BROOKSIDE AVE	INDEPENDENCE	64052	BOWZER BRADLEY N	6709 W 119TH PMB 250 ST	OVERLAND PARK	KS	66209	27-240-11-08-00-0-00-000
36	1604 S BROOKSIDE AVE	INDEPENDENCE	64052	DONNELLY MICHAEL P	16000 E LEXINGTON CT	INDEPENDENCE	MO	64050	27-240-11-17-00-0-00-000
37	1840 S CRESCENT AVE	INDEPENDENCE	64052	ZANG CHRISTINA S & DAVID J	1840 S CRESCENT AVE	INDEPENDENCE	MO	64052	27-510-06-30-00-0-00-000
38	9415 E 18TH TER S	INDEPENDENCE	64052	CRESCENT HEIGHTS LLC	300 SW LONGHORN	OAK GROVE	MO	64075	27-510-06-35-00-0-00-000
39	9526 E 23RD ST S	INDEPENDENCE	64052	BORLAND AUSTIN & KENDALL	9526 E 23RD ST S	INDEPENDENCE	MO	64052	27-510-14-20-00-0-00-000
40	9536 E 23RD ST S	INDEPENDENCE	64052	BROWN NICHOLAS R	4741 CENTRAL ST	KANSAS CITY	MO	64112	27-510-14-23-00-0-00-000
41	1830 S CRESCENT AVE	INDEPENDENCE	64052	MAGEE DEANNA	1830 S CRESCENT AVE	INDEPENDENCE	MO	64052	27-510-06-33-00-0-00-000
42	9503 E 20TH ST S	INDEPENDENCE	64052	CITY OF INDEPENDENCE	111 E MAPLE AVE	INDEPENDENCE	MO	64050	27-510-14-37-00-0-00-000
43	9423 E 18TH ST S	INDEPENDENCE	64052	CARDENAS ALEXIS	2411 S GLENWOOD	INDEPENDENCE	MO	64050	27-510-06-03-00-0-00-000

44	10103 E 23RD ST S	INDEPENDENCE	64052	MCCANNON VIRGIE & MARION	13521 REYNOLDS RD	KEARNEY	MO	64060	27-630-04-35-00-0-00-000
45	2302 S CEDAR AVE	INDEPENDENCE	64052	THE BENEDICT TRUST DATED 03/01/2023	2302 S CEDAR	INDEPENDENCE	MO	64052	27-630-05-34-00-0-00-000
46	10418 E TRUMAN RD	INDEPENDENCE	64052	CARPIO MASONRY LLC	10418 E TRUMAN RD	INDEPENDENCE	MO	64052	27-120-28-20-00-0-00-000
47	1109 S ARLINGTON AVE	INDEPENDENCE	64053	SCHOOL DISTRICT OF THE CITY OF INDEPENDE	201 N FOREST AVE	INDEPENDENCE	MO	64050	27-210-15-23-00-0-00-000
48	9413 E 18TH ST S	INDEPENDENCE	64052	MADDEN SEAN	PO BOX 7131	LEES SUMMIT	MO	64064-7131	27-510-06-06-00-0-00-000
49	1805 S BROOKSIDE AVE	INDEPENDENCE	64052	1805-1807 BROOKSIDE AVE TRUST DATED MARCH 7 2024	2901 SW LEWIS DR	LEES SUMMIT	MO	64081	27-510-06-12-00-0-00-000
50	1800 S BROOKSIDE AVE	INDEPENDENCE	64052	LAND TRUST OF JACKSON COUNTY MISSOURI	4035 CENTRAL ST	KANSAS CITY	MO	64111	27-510-06-22-00-0-00-000
51	1816 S CRESCENT AVE	INDEPENDENCE	64052	CRESCENT HEIGHTS LLC	300 SW LONGHORN	OAK GROVE	MO	64075	27-510-06-53-00-0-00-000
52	10906 E TRUMAN RD APT 3	INDEPENDENCE	64053	LOSTAL ENTERPRISES LLC	401 N 5TH ST	KANSAS CITY	KS	66101	27-110-21-07-00-0-00-000
53	9417 E 18TH ST S	INDEPENDENCE	64052	SCHWENSEN DAVID H & FLORENE D	9417 E 18TH ST	INDEPENDENCE	MO	64052	27-510-06-59-00-0-00-000
54	2303 S CEDAR AVE	INDEPENDENCE	64052	WRIGHT-KESSIO JASMINE TENISHIA	2303 S CEDAR AVE	INDEPENDENCE	MO	64052	27-630-04-05-00-0-00-000
55	10208 E TRUMAN RD	INDEPENDENCE	64053	KIM MIN & CHU NAMOK	12009 SUMMIT ST	KANSAS CITY	MO	64145	27-120-31-18-00-0-00-000
56	9227 E TRUMAN RD	INDEPENDENCE	64052	AJONES INVESTMENT LLC	739 SE WINGATE ST	LEES SUMMIT	MO	64063	27-240-10-01-00-0-00-000
57	1144 S GLENWOOD AVE	INDEPENDENCE	64053	RINEHART LINDA G	1144 S GLENWOOD	INDEPENDENCE	MO	64052	27-210-18-36-00-0-00-000
58	1101 S BROOKSIDE AVE APT 1A	INDEPENDENCE	64053	BROOKSIDE 54 LLC	5350 W 94TH ST STE 200	PRAIRIE VILLAGE	KS	66207	27-210-18-39-00-0-00-000
59	1844 S CRESCENT AVE	INDEPENDENCE	64052	RIDDLE JEAN E-TRUSTEE	2320 S ENGINEER AVE	SEDALIA	MO	65301	27-510-06-29-00-0-00-000
60	1812 S CRESCENT AVE	INDEPENDENCE	64052	SHAPIRO DOV	1812 S CRESCENT	INDEPENDENCE	MO	64052	27-510-06-54-00-0-00-000
61	10326 E TRUMAN RD	INDEPENDENCE	64052	ALLOGIC INDUSTRIAL INC	222 E DUNKLIN ST STE 102	JEFFERSON CITY	MO	65101	27-120-28-15-00-0-00-000
62	10300 E TRUMAN RD	INDEPENDENCE	64052	INDEPENDENCE #1 INC	731 N MAIN ST	SIKESTON	MO	63801	27-120-28-13-00-0-00-000
63	10124 E TRUMAN RD	INDEPENDENCE	64053	CUELLAR PROPERTY INVESTMENTS LLC	2306 ENGLEWOOD CT	INDEPENDENCE	MO	64052	27-120-31-15-00-0-00-000
64	10204 E TRUMAN RD	INDEPENDENCE	64053	KIM MIN & CHO NAMOK	12009 SUMMIT ST	KANSAS CITY	MO	64145	27-120-31-17-00-0-00-000
65	2112 S ARLINGTON AVE	INDEPENDENCE	64052	LUNNON BROTHERS PROPERTIES LLC	17000 NE 119TH ST	KEARNEY	MO	64060	27-510-14-30-00-0-00-000
66	2038 S ARLINGTON AVE	INDEPENDENCE	64052	HUNTOON SUSANA	2038 S ARLINGTON AVE	INDEPENDENCE	MO	64052	27-510-14-35-00-0-00-000
67	1926 S CRESCENT AVE	INDEPENDENCE	64052	OLIF LLC	1926 S CRESCENT AVE	INDEPENDENCE	MO	64052	27-510-06-28-00-0-00-000
68	1838 S CRESCENT AVE	INDEPENDENCE	64052	MARTINEZ OSCAR J	8607 SNI-A-BAR RD	KANSAS CITY	MO	64129	27-510-06-31-00-0-00-000
69	2302 S HALL RD	INDEPENDENCE	64052	STAYTON MELISSA & JONATHAN	2302 S HALL RD	INDEPENDENCE	MO	64052	27-630-06-02-00-0-00-000
70	10900 E TRUMAN RD	INDEPENDENCE	64053	TEDS TRASH SERVICE INC	10900 E TRUMAN RD	INDEPENDENCE	MO	64052	27-110-21-21-00-0-00-000
71	9229 E TRUMAN RD	INDEPENDENCE	64052	AJONES INVESTMENTS LLC	9227 E TRUMAN RD	INDEPENDENCE	MO	64052	27-240-10-02-00-0-00-000
72	1400 S BROOKSIDE AVE	INDEPENDENCE	64052	EIGHT PACES LLC	PO BOX 262	KIRBYVILLE	MO	65679	27-240-11-05-00-0-00-000
73	9501 E 18TH ST S	INDEPENDENCE	64052	BIGGS RICHARD A & AMY L	9501 E 18TH ST	INDEPENDENCE	MO	64052	27-510-06-02-00-0-00-000
74	2102 S ARLINGTON AVE	INDEPENDENCE	64052	REYES RAMON MEDINA	2102 S ARLINGTON AVE	INDEPENDENCE	MO	64052	27-510-14-36-00-0-00-000
75	11200 E TRUMAN RD	INDEPENDENCE	64054	SINGH JAPNIK	2232 WABASH CIR	SPARKS	NV	89434	27-110-18-13-00-0-00-000
76	1624 S BROOKSIDE AVE	INDEPENDENCE	64052	DCN INVESTMENTS LLC	426 MONTGALL AVE	KANSAS CITY	MO	64124	27-240-11-18-00-0-00-000
77	1720 S BROOKSIDE AVE	INDEPENDENCE	64052	LOPEZ-GUEVARA MARCOS	1714 S BROOKSIDE AVE	INDEPENDENCE	MO	64052	27-240-11-26-00-0-00-000
78	1722 S BROOKSIDE AVE	INDEPENDENCE	64052	CHAVIRA BENJAMIN	1248 DENVER AVE	KANSAS CITY	MO	64127	27-240-11-27-00-0-00-000
79	1432 S BROOKSIDE AVE	INDEPENDENCE	64052	BROWN PRESTON LEE	1814 NEW JERSEY	KANSAS CITY	KS	66102	27-240-11-09-00-0-00-000
80	10730 E TRUMAN RD	INDEPENDENCE	64053	ITR LLC	1015 S BETHANY ST	KANSAS CITY	KS	66105	27-120-18-29-00-0-00-000
81	10010 E TRUMAN RD	INDEPENDENCE	64053	SABARA LLC	15508 LARSEN ST	OVERLAND PARK	KS	66221	27-120-30-26-00-0-00-000
82	1700 S BROOKSIDE AVE	INDEPENDENCE	64052	MO INDEPENDENCE LLC	3225 MCLEOD DR	LAS VEGAS	NV	75208	27-240-11-21-00-0-00-000
83	9321 E 18TH ST S	INDEPENDENCE	64052	STILLWELL REBECCA & BERG SHARON	9319 E 18TH STREET SOUTH	INDEPENDENCE	MO	64052	27-510-06-09-00-0-00-000
84	9313 E 18TH ST S	INDEPENDENCE	64052	MAGANA JUAN PABLO	409 BURLEIGH ST	YANKTON	SD	57078	27-510-06-11-00-0-00-000
85	1938 S CRESCENT AVE	INDEPENDENCE	64052	BOWMAN SAMUEL & BETTY JO	1938 S CRESCENT	INDEPENDENCE	MO	64052	27-510-06-25-00-0-00-000
86	2216 S ARLINGTON AVE	INDEPENDENCE	64052	DIAZ JEANNIE M	2216 S ARLINGTON	INDEPENDENCE	MO	64050	27-510-14-26-00-0-00-000
87	11124 E TRUMAN RD	INDEPENDENCE	64054	WEIR JOSEPH J III	3313 BLUE RIDGE BLVD	INDEPENDENCE	MO	64052	27-110-28-06-00-0-00-000

88	10336 E TRUMAN RD	INDEPENDENCE	64052	A-Z MANUFACTURING & SALES CO OF 1941 INC	17800 E BOLGER RD # 411 B	INDEPENDENCE	MO	64055	27-120-28-16-00-0-00-000
89	10100 E TRUMAN RD	INDEPENDENCE	64053	MAYFIELD ISAAC & SARA	10016 E TRUMAN RD	INDEPENDENCE	MO	64052	27-120-31-11-00-0-00-000
90	2301 S CEDAR AVE	INDEPENDENCE	64052	MAGERS ROCKNE WARREN	22701 E 175TH ST	PLEASANT HILL	MO	64080-8913	27-630-04-04-00-0-00-000
91	2303 S HALL RD	INDEPENDENCE	64052	CANNON LARRY EDWARD & JODY MARIE	2303 S HALL RD	INDEPENDENCE	MO	64052	27-630-05-03-00-0-00-000
92	10111 E 23RD ST S	INDEPENDENCE	64052	MCCANNON VIRGIE & MARION	13521 REYNOLDS RD	KEARNEY	MO	64060	27-630-04-36-00-0-00-000
93	1708 S BROOKSIDE AVE	INDEPENDENCE	64052	WAYMAN MICHAEL D	1708 S BROOKSIDE AVE	INDEPENDENCE	MO	64052	27-240-11-23-00-0-00-000
94	9300 E TRUMAN RD	INDEPENDENCE	64053	CITY OF INDEPENDENCE	111 E MAPLE AVE	INDEPENDENCE	MO	64050	27-240-08-08-00-0-00-000
95	1834 S CRESCENT AVE	INDEPENDENCE	64052	TAYLOR MEGHAN LEIGH	1834 S CRESCENT ST	INDEPENDENCE	MO	64052-1844	27-510-06-32-00-0-00-000
96	10428 E TRUMAN RD	INDEPENDENCE	64052	SPICK JAMES M	10428 E TRUMAN RD	INDEPENDENCE	MO	64052	27-120-28-21-00-0-00-000
97	9337 E 18TH ST S	INDEPENDENCE	64052	STILLWELL REBECCA	9319 E 18TH ST S	INDEPENDENCE	MO	64052	27-510-06-58-00-0-00-000
98	2104 S ARLINGTON AVE	INDEPENDENCE	64052	GARCIA CANSECO MARIAH M	2104 S ARLINGTON AVE	INDEPENDENCE	MO	64052	27-510-14-32-00-0-00-000
99	9510 E TRUMAN RD	INDEPENDENCE	64052	TRUMAN PROPERTY LLC	9520 N HWY EXCELSIOR SPRINGS		MO	64024	27-210-19-33-00-0-00-000
100	1600 S BROOKSIDE AVE	INDEPENDENCE	64052	KINDRICK KATHERINE	1528 S BROOKSIDE AVE	INDEPENDENCE	MO	64052	27-240-11-16-00-0-00-000
101	1610 W TRUMAN RD	INDEPENDENCE	64050	GROVES PROPCO LLC	1515 W WHITE OAK ST	INDEPENDENCE	MO	64050	26-320-15-67-02-0-00-000
102	312 N CRYSLER AVE	INDEPENDENCE	64050	ORLANDO SALVATORE A & SUZANNE L	312 N CRYSLER AVE	INDEPENDENCE	MO	64050	26-320-20-29-00-0-00-000
103	1314 W TRUMAN RD	INDEPENDENCE	64050	PENNER GLEN & BETTY J TRUSTEE	10130 ELMONTE	OVERLAND PARK	KS	66207	26-320-20-26-00-0-00-000
104	11602 E TRUMAN RD	INDEPENDENCE	64054	OKELLY KEN	105 E 96TH ST	KANSAS CITY	MO	64114	26-320-13-31-00-0-00-000
105	1223 W TRUMAN RD	INDEPENDENCE	64050	KC AUTO SOLUTIONS LLC	551 SARAH LN	LIBERTY	MO	64068	26-340-05-13-00-0-00-000
106	1215 W TRUMAN RD	INDEPENDENCE	64050	SPECIAL NEIGHBORS INC	9150 E 41ST TER	KANSAS CITY	MO	64133	26-340-05-55-01-0-00-000
107	1147 S SCOTT AVE	INDEPENDENCE	64054	DUME MARIE M	1147 S SCOTT AVE	INDEPENDENCE	MO	64054	26-320-13-29-00-0-00-000
108	207 N CRYSLER AVE APT B	INDEPENDENCE	64050	MAIN CRYSLER CARLISLE LLC	221 W LEXINGTON AVE STE 103	INDEPENDENCE	MO	64050	26-340-05-18-00-0-00-000
109	123 N CRYSLER AVE	INDEPENDENCE	64050	JAVA LLC	1050 E 2ND ST STE 356	EDMOND	OK	73034	26-340-05-20-00-0-00-000
110	11606 E TRUMAN RD	INDEPENDENCE	64054	GAEA ENTERPRISES LLC	1332 BROOKLYN	KANSAS CITY	MO	64127	26-320-13-32-00-0-00-000
111	1704 S BROOKSIDE AVE	INDEPENDENCE	64052	SBAH CAPITAL LLC	1910 THOMAS AVE	CHEYENNE	WY	82001-3527	27-240-11-22-00-0-00-000
112	1932 S CRESCENT AVE	INDEPENDENCE	64052	CJ GLOBAL ENVESTMENTS LLC	1932 S CRESCENT AVE	INDEPENDENCE	MO	64052	27-510-06-26-00-0-00-000
113	2116 S ARLINGTON AVE	INDEPENDENCE	64052	WILLIAMS DALE J	2200 S ARLINGTON AVE	INDEPENDENCE	MO	64052	27-510-14-38-00-0-00-000
114	11404 E SIMPSON AVE	INDEPENDENCE	64054	DAVIS SAMUEL	1912 SW ENSLEY LN	LEES SUMMIT	MO	64081	26-320-18-13-00-0-00-000
115	203 N CRYSLER AVE	INDEPENDENCE	64050	WALKER DARREN	203 N CRYSLER AVE	INDEPENDENCE	MO	64050	26-340-05-19-00-0-00-000
116	11603 E SIMPSON AVE	INDEPENDENCE	64054	DE LA ROSA LUIS & MARIA	11603 E SIMPSON AVE	INDEPENDENCE	MO	64054	26-320-13-27-00-0-00-000
117	11320 E TRUMAN RD	INDEPENDENCE	64054	SWOPE HEALTH SERVICES	3801 BLUE PARKWAY	KANSAS CITY	MO	64130	27-110-26-02-00-0-00-000
118	11610 E TRUMAN RD	INDEPENDENCE	64054	R7 CAPITAL FUNDING LLC	1274 MERIAM LN	KANSAS CITY	KS	66103	26-320-13-35-02-0-00-000
119	1220 W TRUMAN RD	INDEPENDENCE	64050	NEW EARTH PROPERTIES LLC	31605 E BURGESS RD	BUCKNER	MO	64016	26-310-26-15-00-0-00-000
120	11402 E SIMPSON AVE	INDEPENDENCE	64054	BROCKMAN RICHARD G & KENDRA	10011 E 18TH ST S	INDEPENDENCE	MO	64052	26-320-18-12-00-0-00-000
121	11416 E SIMPSON AVE	INDEPENDENCE	64054	DUNBAR GARY L & CARRIE L	11416 SIMPSON AVE	INDEPENDENCE	MO	64054	26-320-18-15-00-0-00-000
122	1516 S BROOKSIDE AVE	INDEPENDENCE	64052	CLOYDE STEVEN M & SHERYL	1516 S BROOKSIDE	INDEPENDENCE	MO	64052	27-240-11-32-00-0-00-000
123	221 N CRYSLER AVE	INDEPENDENCE	64050	COOMBS BRIAN K	221 N CRYSLER AVE	INDEPENDENCE	MO	64050	26-340-05-14-00-0-00-000
124	305 N CRYSLER AVE	INDEPENDENCE	64050	PINK HILL PROPERTIES LLC	32202 E PINK HILL RD	GRAIN VALLEY	MO	64029	26-310-26-14-00-0-00-000
125	11406 E SIMPSON AVE	INDEPENDENCE	64054	BARSHEL PROPERTIES LLC	10594 EDWARDIAN LN	NEW MARKET	MD	21774	26-320-18-14-00-0-00-000
126	11432 E TRUMAN RD	INDEPENDENCE	64054	GRANT ERNEST L JR &JUDITH D	56 KINTYRE DR	BELLA VISTA	AR	72715	26-320-19-01-00-0-00-000
127	NO ADDRESS ASSIGNED BY CITY	INDEPENDENCE	64054	MAPLE STREET HOUSE LLC	2904 TRENCHARD DR	INDEPENDENCE	MO	64057	27-110-25-15-00-0-00-000
128	10430 E TRUMAN RD	INDEPENDENCE	64052	CARPIO MANSONRY LLC	2521 S HOLLOWAY RD	OAK GROVE	MO	64075	27-120-28-27-00-0-00-000
129	1802 S BROOKSIDE AVE	INDEPENDENCE	64052	COLE JEFF	2019 N ETHAN LN	INDEPENDENCE	MO	64058	27-510-06-61-00-0-00-000
130	310 N CRYSLER AVE	INDEPENDENCE	64050	STEELE THOMAS	310 N CRYSLER	INDEPENDENCE	MO	64050	26-320-20-28-00-0-00-000
131	10000 E 23RD ST S	INDEPENDENCE	64052	MAGERS ROCKNE WARREN	22701 E 175TH ST	PLEASANT HILL	MO	64080-8913	27-630-05-35-00-0-00-000

132	9508 E 18TH ST S	INDEPENDENCE	64052	BIGGS RICHARD A & AMY L	9501 E 18TH ST	INDEPENDENCE	MO	64052	27-510-06-01-00-0-00-000
133	10800 E TRUMAN RD	INDEPENDENCE	64053	TED'S TRASH SERVICE OFFICE LLC	10736 E TRUMAN RD	INDEPENDENCE	MO	64052	27-110-21-17-00-0-00-000
134	NO ADDRESS ASSIGNED BY CITY	INDEPENDENCE	64054	WEIR JOSEPH J III	3313 BLUE RIDGE BLVD	INDEPENDENCE	MO	64052	27-110-28-07-00-0-00-000
135	1928 S CRESCENT AVE	INDEPENDENCE	64052	MURILLO MURILLO MARIA G	1928 S CRESCENT AVE	INDEPENDENCE	MO	64053	27-510-06-27-00-0-00-000
136	9530 E 23RD ST S	INDEPENDENCE	64052	COX STEVEN M	9530 E 23RD ST S	INDEPENDENCE	MO	64052	27-510-14-22-00-0-00-000
137	10338 E TRUMAN RD	INDEPENDENCE	64052	A-Z MANUFACTURING & SALES CO OF 1941 INC	17800 E BOLGER RD # 411 B	INDEPENDENCE	MO	64055	27-120-28-17-00-0-00-000
138	1124 S ASH AVE APT B	INDEPENDENCE	64053	QUALITY CUSTOM PROPERTIES LLC	4210 NW LAKE DR	LEES SUMMIT	MO	64064	27-120-31-20-00-0-00-000
139	1628 S BROOKSIDE AVE	INDEPENDENCE	64052	BEST HOMES REAL ESTATE LLC	3809 NE GRANT ST	LEES SUMMIT	MO	64064	27-240-11-19-00-0-00-000
140	1714 S BROOKSIDE AVE	INDEPENDENCE	64052	LOPEZ GUEVARA MARCOS ALEJANDRO	1714 S BROOKSIDE AVE	INDEPENDENCE	MO	64052	27-240-11-25-00-0-00-000
141	10016 E TRUMAN RD	INDEPENDENCE	64053	MAYFIELD ISAAC & SARA	10100 E TRUMAN RD	INDEPENDENCE	MO	64052	27-120-30-12-00-0-00-000
142	10110 E TRUMAN RD	INDEPENDENCE	64053	NATHAN DAVID A	7702 E 83RD ST	KANSAS CITY	MO	64138	27-120-31-13-00-0-00-000
143	9414 E TRUMAN RD	INDEPENDENCE	64052	CHURCH OF GOD	9414 E TRUMAN RD	INDEPENDENCE	MO	64052	27-210-19-50-00-0-00-000
144	1632 S BROOKSIDE AVE	INDEPENDENCE	64052	HAMBLETON TRACY A	1632 S BROOKSIDE AVE	INDEPENDENCE	MO	64052	27-240-11-20-00-0-00-000
145	1724 S BROOKSIDE AVE	INDEPENDENCE	64052	CHAVIRA BENJAMIN	1248 DENVER AVE	KANSAS CITY	MO	64127	27-240-11-28-00-0-00-000
146	11008 E TRUMAN RD	INDEPENDENCE	64053	CITY OF INDEPENDENCE	111 E MAPLE AVE	INDEPENDENCE	MO	64050	27-110-21-18-00-0-00-000
147	10112 E TRUMAN RD	INDEPENDENCE	64053	NATHAN DAVID A	7702 E 83RD ST	KANSAS CITY	MO	64138	27-120-31-14-00-0-00-000
148	1712 S BROOKSIDE AVE	INDEPENDENCE	64052	RIOJAS ROBERT BLAKE	12901 OVERHILL RD	GRANDVIEW	MO	64030	27-240-11-24-00-0-00-000
149	1728 S BROOKSIDE AVE	INDEPENDENCE	64052	PAULSEN DEVIN	72 N 550 E	OREM	UT	84097	27-240-11-30-00-0-00-000
150	2220 S ARLINGTON AVE	INDEPENDENCE	64052	MTS HOLDINGS LLC	4000 S PHELPS RD	INDEPENDENCE	MO	64055	27-510-14-25-00-0-00-000
151	11206 E TRUMAN RD	INDEPENDENCE	64054	AUTOZONE INC	P O BOX 2198 DEPT 8088	MEMPHIS	TN	38101-2198	27-110-26-01-02-0-00-000
152	11102 E TRUMAN RD	INDEPENDENCE	64054	LANGER RUDY & LANGER CINDY	4939 WARD PARKWAY	KANSAS CITY	MO	64112	27-110-28-03-00-0-00-000
153	1308 W TRUMAN RD	INDEPENDENCE	64050	PENNER GLEN & BETTY J TRUSTEE	10130 ELMONTE	OVERLAND PARK	KS	66207	26-320-20-27-00-0-00-000
154	11600 E TRUMAN RD	INDEPENDENCE	64054	OKELLY KEN	105 E 96TH ST	KANSAS CITY	MO	64114	26-320-13-30-00-0-00-000
155	11314 E TRUMAN RD	INDEPENDENCE	64054	MAPLE STREET HOUSE LLC	6024 TURQUOISE DR	LEES SUMMIT	MO	64064	27-110-25-16-00-0-00-000
156	1515 W WHITE OAK AVE	INDEPENDENCE	64050	GROVES PROPCO LLC	1515 W WHITE OAK ST	INDEPENDENCE	MO	64050	26-320-15-67-01-1-00-000
157	11400 E TRUMAN RD	INDEPENDENCE	64054	LAND TRUST OF JACKSON COUNTY MISSOURI	4035 CENTRAL ST	KANSAS CITY	MO	64111	26-320-19-02-00-0-00-000
158	1316 W TRUMAN RD	INDEPENDENCE	64050	WALDO HEIGHTS APTS LLC	1203 E US 24 HWY	INDEPENDENCE	MO	64050	26-320-20-35-00-0-00-000
159	1217 W TRUMAN RD	INDEPENDENCE	64050	SIMON JAIME & CORY	3042 S NOVERA WAY	MERIDIAN	ID	83642	26-340-05-15-00-0-00-000
160	211 N CRYSLER AVE	INDEPENDENCE	64050	GEM INVESTMENT PROPERTIES LLC	920 KANA PL	LAHAINA	HI	96761	26-340-05-17-00-0-00-000
161	2301 S CRESCENT AVE	INDEPENDENCE	64052	HUBBARD DONALD R & BARBARA A	9140 NW KELLER RD	STEWARTSVILLE	MO	64490	27-540-04-02-00-0-00-000
162	2300 S ARLINGTON AVE	INDEPENDENCE	64052	DONAHOO CONNIE J	2300 S ARLINGTON ST	INDEPENDENCE	MO	64052	27-540-04-01-00-0-00-000
163	2301 S ARLINGTON AVE	INDEPENDENCE	64052	KNOROVSKY ALEX & KNOROVSKA ANNA	9719 E 35TH ST	INDEPENDENCE	MO	64052	27-540-03-05-00-0-00-000
164	9615 E 23RD ST S	INDEPENDENCE	64052	LANE DANIEL D	103 S PECK	INDEPENDENCE	MO	64056	27-540-03-04-01-0-00-000
165	9619 E 23RD ST S	INDEPENDENCE	64052	QUINTANILLA CARLOS A	2419 S NORWOOD AVE	INDEPENDENCE	MO	64052	27-540-03-42-00-0-00-000
166	1135 S CLAREMONT AVE	INDEPENDENCE	64054	TERRY MAMMEN INVESTMENT TRUST DATED 12/23/2021	17975 HIGHLANDS RANCH TER	POWAY	CA	92064	27-110-25-17-00-0-00-000
167	9623 E 23RD ST S	INDEPENDENCE	64052	MEIER MARIA C	2608 CHESTNUT AVE	KANSAS CITY	MO	64127	27-540-03-02-00-0-00-000
168	9751 E 23RD ST S	INDEPENDENCE	64052	VANTILBORG DESIREE L	9751 E 23RD ST S	INDEPENDENCE	MO	64052	27-540-03-01-00-0-00-000
169	9803 E 23RD ST S	INDEPENDENCE	64052	HUBBARD JAMES & VIOLA	9803 E 23RD ST	INDEPENDENCE	MO	64052	27-540-02-08-00-0-00-000
170	9807 E 23RD ST S	INDEPENDENCE	64052	GROSS DOUGLAS V	9807 E 23RD ST	INDEPENDENCE	MO	64052	27-540-02-07-00-0-00-000
171	9901 E 23RD ST S	INDEPENDENCE	64052	JOHNSTON PATRICK R	4305 S CAMBRIDGE ST	INDEPENDENCE	MO	64055	27-540-02-06-00-0-00-000
172	9905 E 23RD ST S	INDEPENDENCE	64052	JOHNSTON PATRICK R	4305 S CAMBRIDGE ST	INDEPENDENCE	MO	64055	27-540-02-05-00-0-00-000
173	9907 E 23RD ST S	INDEPENDENCE	64052	PORALI RAY & KIMBERLY ANN	15709 E 43RD TER S	INDEPENDENCE	MO	64055	27-540-02-04-00-0-00-000
174	9911 E 23RD ST S	INDEPENDENCE	64052	ROBERTS EMMA	40 E 100 SOUTH # 295	LUND	NV	89317	27-540-02-03-00-0-00-000
175	9915 E 23RD ST S	INDEPENDENCE	64052	JAQUEZ JOSE	9915 E 23RD ST S	INDEPENDENCE	MO	64052	27-540-02-01-00-0-00-000

176	10001 E 23RD ST S	INDEPENDENCE	64052	CHENG HAU SHEK	4650 BLUE RIDGE BLVD	KANSAS CITY	MO	64133	27-540-01-17-00-0-00-000
177	2300 S HALL RD	INDEPENDENCE	64052	STAYTON MELISSA & JONATHAN	2302 S HALL RD	INDEPENDENCE	MO	64052	27-630-06-01-00-0-00-000
178	NO ADDRESS ASSIGNED BY CITY	INDEPENDENCE	64052	HOUSTON LANCE & JANET I - TRUSTEES	13411 N AGNES	SMITHVILLE	MO	64089	27-520-01-75-00-0-00-000
179	11605 E 23RD ST S	INDEPENDENCE	64050	AH 23RD	162 W GRAND AVE STE 300	CHICAGO	IL	60654	26-430-03-28-00-0-00-000
180	1204 S WOODLAND AVE	INDEPENDENCE	64050	CALDERON MARIO & FATIMA	3419 S ATHERTON AVE	INDEPENDENCE	MO	64055	26-430-02-12-00-0-00-000
181	11507 E 23RD ST S	INDEPENDENCE	64052	FIVE STAR TRADERS LLC	3942 BROADWAY ST	KANSAS CITY	MO	64111	26-430-04-23-00-0-00-000
182	11719 E 23RD ST S	INDEPENDENCE	64050	LAVATAI LOLAGI	5934 PEPPERWOOD AVE	LAKEWOOD	CA	90712	26-430-03-01-00-0-00-000
183	11413 E 23RD ST S	INDEPENDENCE	64052	LANDMARK EQUITY GROUP LLC	15954 S MURLEN # 264	OLATHE	KS	66062	26-430-05-13-00-0-00-000
184	1511 W 23RD ST S	INDEPENDENCE	64050	LOPEZ JORGE BARRAGAN & GONZALEZ GUERRERO ANA P	1511 W 23RD ST	INDEPENDENCE	MO	64050	26-430-02-03-00-0-00-000
185	11511 E 23RD ST S	INDEPENDENCE	64052	THE RCA FAMILY TRUST DATED MAY 26 2020	2715 S DILLINGHAM	GRAIN VALLEY	MO	64029	26-430-04-01-00-0-00-000
186	2301 S CRYSLER AVE	INDEPENDENCE	64055	CITY OF INDEPENDENCE	111 E MAPLE AVE	INDEPENDENCE	MO	64050	26-440-06-01-00-0-00-000
187	2306 S SCOTT AVE	INDEPENDENCE	64052	RODGERS CHRISTOPHER A & DELANA KISHNA M	2306 SCOTT	INDEPENDENCE	MO	64052	26-430-04-22-00-0-00-000
188	10333 E 23RD ST S	INDEPENDENCE	64052	RIZQ & QADAR PROPERTIES LLC	2721 SW GRAY LN	LEES SUMMIT	MO	64081	27-630-03-30-00-0-00-000
189	11713 E 23RD ST S	INDEPENDENCE	64050	KAT KLAWS LLC	11713 E 23RD ST	INDEPENDENCE	MO	64050	26-430-03-02-00-0-00-000
190	1503 W 23RD ST S	INDEPENDENCE	64050	JPA PROPERTIES LLC	217 SE CHELSEA DR	LEES SUMMIT	MO	64063	26-430-02-01-00-0-00-000
191	11411 E 23RD ST S	INDEPENDENCE	64052	LANDMARK EQUITY GROUP LLC	15954 S MURLEN # 264	OLATHE	KS	66062	26-430-05-12-00-0-00-000
192	1415 W 23RD ST S	INDEPENDENCE	64050	ROTTINGHAUS REAL ESTATE LLC	PO BOX 356	ONALASKA	WI	54650	26-430-01-24-00-0-00-000
193	1507 W 23RD ST S	INDEPENDENCE	64050	HENDREN PROPERTIES LLC	1507 W 23RD ST S	INDEPENDENCE	MO	64050	26-430-02-02-00-0-00-000
194	11701 E 23RD ST S	INDEPENDENCE	64050	DIAMOND GIRLS BARTENDERS LLC	1000 S NOLAND RD	INDEPENDENCE	MO	64050	26-430-03-04-00-0-00-000
195	11703 E 23RD ST S	INDEPENDENCE	64050	DIAMOND GIRLS BARTENDERS LLC	1000 S NOLAND RD	INDEPENDENCE	MO	64050	26-430-03-03-00-0-00-000
196	2302 E 23RD ST S	INDEPENDENCE	64052	SCHOTTEL ENTERPRISES LLC	2306 HARDY S	INDEPENDENCE	MO	64052	27-630-03-01-00-0-00-000
197	2305 S NORWOOD AVE	INDEPENDENCE	64052	MITTLER CRISTINEMAE	2305 S NORWOOD AVE	INDEPENDENCE	MO	64052	26-430-04-04-00-0-00-000
198	1511 W 23RD ST S	INDEPENDENCE	64050	RASMUSSEN RYAN R & KIMBRY L	3845 S 103RD EAST AVE STE 101	TULSA	OK	74146	26-430-02-04-00-0-00-000
199	1643 W 23RD ST S	INDEPENDENCE	64050	WU XUE HOU & GAO HUA ER	1643 W 23RD SE	INDEPENDENCE	MO	64050	26-430-02-15-00-0-00-000
200	907 S CRYSLER AVE	INDEPENDENCE	64052	TOP PROPERTIES LLC	841 OSAGE AVE	KANSAS CITY	KS	66105	26-410-21-08-00-0-00-000
201	11301 E 23RD ST S	INDEPENDENCE	64052	MARRUENDA FRANCISCO R	1488 CORPORATE CENTER DR	SAN DIEGO	CA	92154	27-640-03-02-00-0-00-000
202	11315 E 23RD ST S	INDEPENDENCE	64052	MARRUENDA FRANCISCO R	1488 CORPORATE CENTER DR	SAN DIEGO	CA	92154	27-640-03-01-00-0-00-000
203	11015 E 23RD ST S	INDEPENDENCE	64052	SWMO ROOFING PROPERTIES LLC	3634 EE HWY	REEDS SPRING	MO	65737	27-640-06-25-01-0-00-000
204	10811 E 23RD ST S	INDEPENDENCE	64052	BAKLAYAN VICKEN	300 S AUSTRALIAN AVE # 1610	WEST PALM BEACH	FL	33401	27-640-07-26-00-0-00-000
205	10825 E 23RD ST S	INDEPENDENCE	64052	STRUEWE WILLIAM E & VIRGINIA L	3106 GATEWAY DR	INDEPENDENCE	MO	64057-3319	27-640-07-01-00-0-00-000
206	11221 E 23RD ST S	INDEPENDENCE	64052	SUMMIT REAL ESTATE LLC	3615 N RIDGE RD	WICHITA	KS	67205	27-640-04-01-00-0-00-000
207	10801 E 23RD ST S	INDEPENDENCE	64052	BANK OF JACOMO	909 S STATE ROUTE 7	BLUE SPRINGS	MO	64014	27-640-07-25-00-0-00-000
208	11115 E 23RD ST S	INDEPENDENCE	64052	GOLDEN ARCH LTD PTP	3921 BOLGER RD	INDEPENDENCE	MO	64055	27-640-05-26-00-0-00-000
209	2304 S HARVARD AVE	INDEPENDENCE	64052	ICE CREAM SHOP EL CHAVO LLC	11029 E 23RD ST	INDEPENDENCE	MO	64052	27-640-06-01-01-0-00-000
210	10201 E 23RD ST S	INDEPENDENCE	64052	PISCIOTTA LOUIS	6106 N KENSINGTON CT	KANSAS CITY	MO	64119	27-630-03-18-00-0-00-000
211	2301 S STERLING AVE	INDEPENDENCE	64052	PASSANTINO HOLDINGS LLC	4216 S HOCKER DR	INDEPENDENCE	MO	64055	27-640-04-23-00-0-00-000
212	11025 E 23RD ST S	INDEPENDENCE	64052	SMITH BARBARA L	2308 S HARVARD AVE	INDEPENDENCE	MO	64052-3448	27-640-06-27-00-0-00-000
213	11327 E 23RD ST S	INDEPENDENCE	64052	GONZALEZ ARMANDO & SILVIA	4809 HARVARD AVE	KANSAS CITY	MO	64133	27-640-02-01-00-0-00-000
214	208 S WILLIS AVE APT A	INDEPENDENCE	64050	DICKEY JOHNSON INVESTMENTS LLC	913 SE WOOD RIDGE CT	BLUE SPRINGS	MO	64014	26-340-08-20-00-0-00-000
215	200 S WILLIS AVE	INDEPENDENCE	64050	KINDELAN LAZARO JR	3411 SMART AVE	KANSAS CITY	MO	64124	26-340-08-21-00-0-00-000
216	11315 E 23RD ST S	INDEPENDENCE	64052	GONZALEZ ARMANDO & SILVIA	4809 HARVARD AVE	KANSAS CITY	MO	64133	27-640-02-30-00-0-00-000
217	10205 E 23RD ST S	INDEPENDENCE	64052	RIZQ & QADAR PROPERTIES LLC	2721 SW GRAY LN	LEES SUMMIT	MO	64081	27-630-03-03-00-0-00-000
218	1213 W ELM ST	INDEPENDENCE	64050	CENTRAL DEVELOPMENT ASSOC	1001 W WALNUT ST	INDEPENDENCE	MO	64050	26-340-25-13-00-0-00-000
219	1227 W LINDEN AVE	INDEPENDENCE	64052	OUTREACH RESTORATION BRANCH	723 S CRYSLER AVE	INDEPENDENCE	MO	64052	26-410-11-01-00-0-00-000

220	10705 E 23RD ST S	INDEPENDENCE	64052	INDEPENDENCE CHURCH OF THE NAZARENE	10717 E 23RD ST S	INDEPENDENCE	MO	64052	27-630-01-17-00-0-00-000
221	1118 W WALNUT ST	INDEPENDENCE	64050	FERNANDEZ GONZALO	1118 W WALNUT ST	INDEPENDENCE	MO	64050	26-340-09-19-00-0-00-000
222	1230 W RUBY AVE	INDEPENDENCE	64052	1230 W RUBY AVE LLC	1230 W RUBY AVE	INDEPENDENCE	MO	64052	26-410-03-09-00-0-00-000
223	1227 W HAYWARD AVE	INDEPENDENCE	64052	TRACY PAUL D & RICKIE E	1227 W HAYWARD AVE	INDEPENDENCE	MO	64052	26-410-10-05-00-0-00-000
224	713 S CRYSLER AVE	INDEPENDENCE	64052	LEUCK ALLYN & LORAINA	713 S CRYSLER AVE	INDEPENDENCE	MO	64052	26-410-10-09-00-0-00-000
225	116 S WILLIS AVE	INDEPENDENCE	64050	HULL LISA R	116 S WILLIS ST	INDEPENDENCE	MO	64050-3556	26-340-08-26-00-0-00-000
226	1226 W SEA AVE	INDEPENDENCE	64052	TERRY MICHAEL T & KIMBERLY D	1226 W SEA ST	INDEPENDENCE	MO	64052	26-410-11-11-00-0-00-000
227	1101 S CRYSLER AVE	INDEPENDENCE	64050	KAY LANDER	1101 S CRYSLER AVE	INDEPENDENCE	MO	64052	26-410-24-07-00-0-00-000
228	1228 W HAYWARD AVE	INDEPENDENCE	64052	MARTIN ELIZABETH	629 S CRYSLER AVE	INDEPENDENCE	MO	64052	26-410-04-13-00-0-00-000
229	117 S CRYSLER AVE	INDEPENDENCE	64050	AAA ENTERPRISE LLC	2907 NE VIEWPARK PL	LEES SUMMIT	MO	64086	26-340-08-07-00-0-00-000
230	125 S CRYSLER AVE	INDEPENDENCE	64050	AAA ENTERPRISE, LLC	125 S CRYSLER AVE	INDEPENDENCE	MO	64050	26-340-08-09-00-0-00-000
231	1104 W 23RD ST S	INDEPENDENCE	64050	MITCHELL SABRINA D	1104 W 23RD ST S	INDEPENDENCE	MO	64050	26-410-24-06-00-0-00-000
232	213 S CRYSLER AVE	INDEPENDENCE	64050	NAJARRO MIRNA E RECINOS DE	11324 E 39TH ST S	INDEPENDENCE	MO	64052	26-340-08-14-00-0-00-000
233	1218 W WALNUT ST	INDEPENDENCE	64050	CALVIN LLOYD P	1218 W WALNUT ST	INDEPENDENCE	MO	64050	26-340-08-15-00-0-00-000
234	525 S CRYSLER AVE APT 1	INDEPENDENCE	64052	NEIGHBORS RENTALS LLC	PO BOX 1510	INDEPENDENCE	MO	64055	26-410-03-07-00-0-00-000
235	NO ADDRESS ASSIGNED BY CITY	INDEPENDENCE	64050	KAY LANDER	1101 S CRYSLER AVE	INDEPENDENCE	MO	64052	26-410-24-02-00-0-00-000
236	10501 E 23RD ST S	INDEPENDENCE	64052	SULTAN & SONS INC	6501 MAIN ST	GRANDVIEW	MO	64030	27-630-02-15-02-0-00-000
237	11401 E 23RD ST S	INDEPENDENCE	64052	KC URBAN PUBLIC LIBRARY DIST	311 E 12TH ST	KANSAS CITY	MO	64106	27-640-01-06-00-0-00-000
238	1231 W RUBY AVE	INDEPENDENCE	64052	LIVINGSTON PROPERTIES LLC	6509 W 126TH TER	LEAWOOD	KS	66209	26-410-04-06-00-0-00-000
239	216 S WILLIS AVE	INDEPENDENCE	64050	RAY JESSICA A	216 W WILLIS	INDEPENDENCE	MO	64052	26-340-08-18-00-0-00-000
240	130 S WILLIS AVE	INDEPENDENCE	64050	MCNAUGHTON RHONDA R	130 S WILLIS AVE	INDEPENDENCE	MO	64050	26-340-08-22-00-0-00-000
241	813 S CRYSLER AVE	INDEPENDENCE	64052	CAIN HOLDINGS LLC					26-410-11-07-00-0-00-000
242	812 S MARION AVE	INDEPENDENCE	64052	MIDLAND ESTATES LLC	9308 W 117TH ST	OVERLAND PARK	KS	66210	26-410-11-13-00-0-00-000
243	1215 W LEXINGTON AVE	INDEPENDENCE	64050	PACE MARK A & KATHLEEN A	1215 W ELM ST	INDEPENDENCE	MO	64050	26-340-25-09-02-0-00-000
244	625 S CRYSLER AVE	INDEPENDENCE	64052	LEWIS CASSIE	625 S CRYSLER AVE	INDEPENDENCE	MO	64052	26-410-04-08-00-0-00-000
245	1038 W LEXINGTON AVE	INDEPENDENCE	64050	RLDS/CHURCH OF JESUS CHRIST	1001 W WALNUT ST	INDEPENDENCE	MO	64050	26-340-09-23-00-0-00-000
246	1041 W LEXINGTON AVE	INDEPENDENCE	64050	RLDS/CHURCH OF JESUS CHRIST	1001 W WALNUT ST	INDEPENDENCE	MO	64050	26-340-18-02-00-0-00-000
247	NO ADDRESS ASSIGNED BY CITY	INDEPENDENCE	64050	CITY OF INDEPENDENCE	111 E MAPLE AVE	INDEPENDENCE	MO	64050	26-410-22-09-00-0-00-000
248	1208 W WALNUT ST	INDEPENDENCE	64050	TOMNITZ TRAVIS J & HEATHER N	1208 W WALNUT	INDEPENDENCE	MO	64050	26-340-08-16-00-0-00-000
249	105 S CRYSLER AVE UNIT A	INDEPENDENCE	64050	AAA ENTERPRISE LLC	2907 NE VIEWPARK PL	LEES SUMMIT	MO	64086	26-340-08-05-00-0-00-000
250	201 S CRYSLER AVE	INDEPENDENCE	64050	GLONER ELIZABETH H	201 S CRYSLER AVE	INDEPENDENCE	MO	64050	26-340-08-11-00-0-00-000
251	1226 W RUBY AVE	INDEPENDENCE	64052	HARRISON SHAQUILLE M	1226 W RUBY AVE	INDEPENDENCE	MO	64052	26-410-03-05-00-0-00-000
252	801 S CRYSLER AVE	INDEPENDENCE	64052	CAIN HOLDINGS LLC					26-410-11-03-00-0-00-000
253	820 S MARION AVE	INDEPENDENCE	64052	WAMSER ROBERT & ALICIA	820 S MARION AVE	INDEPENDENCE	MO	64052	26-410-11-12-00-0-00-000
254	1233 W SOUTH AVE	INDEPENDENCE	64050	CITY OF INDEPENDENCE	111 E MAPLE AVE	INDEPENDENCE	MO	64050	26-410-22-11-00-0-00-000
255	11021 E 23RD ST S	INDEPENDENCE	64052	SWMO ROOFING PROPERTIES LLC	3634 EE HWY	REEDS SPRING	MO	65737	27-640-06-28-00-0-00-000
256	11001 E 23RD ST S	INDEPENDENCE	64052	ASAD BROTHERS LLC	2510 W 146TH ST	LEAWOOD	KS	66224	27-640-06-29-00-0-00-000
257	119 N CRYSLER AVE	INDEPENDENCE	64050	SALCEDO ALEJANDRA RODELA	119 N CRYSLER AVE	INDEPENDENCE	MO	64050-3401	26-340-05-21-00-0-00-000
258	11109 E 23RD ST S	INDEPENDENCE	64052	CASEYS MARKETING COMPANY	1 SE CONVENIENCE BLVD	ANKENY	IA	50021	27-640-05-28-00-0-00-000
259	1200 W WALNUT ST	INDEPENDENCE	64050	RAY JESSICA A	216 S WILLIS	INDEPENDENCE	MO	64050	26-340-08-17-01-0-00-000
260	NO ADDRESS ASSIGNED BY CITY	INDEPENDENCE	64050	EVANS JESSICA	216 S WILLIS AVE	INDEPENDENCE	MO	64050	26-340-08-17-02-0-00-000
261	1029 S CRYSLER AVE	INDEPENDENCE	64050	CRYSLER LLC	1029 S CRYSLER AVE	INDEPENDENCE	MO	64050	26-410-23-14-00-0-00-000
262	107 N CRYSLER AVE	INDEPENDENCE	64050	MAYO HOMES REAL ESTATE LLC	214 NW ASPEN ST	LEES SUMMIT	MO	64064	26-340-05-22-00-0-00-000
263	1212 W MAPLE AVE APT 1	INDEPENDENCE	64050	BARR FAMILY PARTNERSHIP LLC	4410 E TRUMAN RD	KANSAS CITY	MO	64127	26-340-05-26-00-0-00-000

264	1025 W WALNUT ST	INDEPENDENCE	64050	RLDS/CHURCH OF JESUS CHRIST	1001 W WALNUT ST	INDEPENDENCE	MO	64050	26-340-28-01-00-0-00-000
265	629 S CRYSLER AVE UNIT 1	INDEPENDENCE	64052	THRESHER DUSTIN	629 S CRYSLER AVE	INDEPENDENCE	MO	64052	26-410-04-09-00-0-00-000
266	1239 W SOUTH AVE	INDEPENDENCE	64050	FRYER BRANDON J	6601 HARVARD AVE	KANSAS CITY	MO	64133	26-410-22-07-00-0-00-000
267	210 S WILLIS AVE	INDEPENDENCE	64050	POWERS RENAE M	210 S WILLIS AVE	INDEPENDENCE	MO	64050	26-340-08-19-00-0-00-000
268	1106 W LEXINGTON AVE	INDEPENDENCE	64050	MCPROPERTIES LLC	221 W LEXINGTON AVE STE 400	INDEPENDENCE	MO	64050	26-340-09-21-00-0-00-000
269	523 S CRYSLER AVE APT A	INDEPENDENCE	64052	MAGENS BAY LLC	14412 S WHIPPOORWILL AVE	GREENWOOD	MO	64034	26-410-03-06-00-0-00-000
270	825 S CRYSLER AVE	INDEPENDENCE	64052	COOK INVESTMENTS LLC	4916 WHITNEY DR	INDEPENDENCE	MO	64055	26-410-11-17-00-0-00-000
271	527 S CRYSLER AVE UNIT 1	INDEPENDENCE	64052	FLAHERTY GENE D & ROBERTA L	527 S CRYSLER AVE	INDEPENDENCE	MO	64050	26-410-03-08-00-0-00-000
272	1228 W LINDEN AVE	INDEPENDENCE	64052	TRACY RICKIE E & MARY K	1228 W LINDEN	INDEPENDENCE	MO	64052	26-410-10-12-00-0-00-000
273	817 S CRYSLER AVE	INDEPENDENCE	64052	COOK DAVID M & KAREN L	4916 WHITNEY DR	INDEPENDENCE	MO	64055	26-410-11-16-00-0-00-000
274	127 S CRYSLER AVE	INDEPENDENCE	64050	AAA ENTERPRISE LLC	125 S CRYSLER AVE	INDEPENDENCE	MO	64050	26-340-08-10-00-0-00-000
275	120 S WILLIS AVE	INDEPENDENCE	64050	BROWNFIELD CATHY A	6110 NE UPPERWOOD RD	LEES SUMMIT	MO	64064	26-340-08-24-00-0-00-000
276	104 S WILLIS AVE	INDEPENDENCE	64050	HAWES MICHAEL L & SUSAN A	104 S WILLIS	INDEPENDENCE	MO	64050	26-340-08-28-00-0-00-000
277	811 S CRYSLER AVE	INDEPENDENCE	64052	FLAXBEARD DALE LEE II	811 S CRYSLER AVE	INDEPENDENCE	MO	64052	26-410-11-06-00-0-00-000
278	815 S CRYSLER AVE	INDEPENDENCE	64052	BECKER CHRISTOPHER	3101 S SANTA FE RD	INDEPENDENCE	MO	64055	26-410-11-08-00-0-00-000
279	1003 S CRYSLER AVE	INDEPENDENCE	64050	NATIONS KENNETH E & SHERRY K	1239 W SOUTH AVE	INDEPENDENCE	MO	64050	26-410-22-08-00-0-00-000
280	633 S CRYSLER AVE UNIT 1	INDEPENDENCE	64052	MARTIN ELIZABETH	629 S CRYSLER AVE	INDEPENDENCE	MO	64052	26-410-04-10-00-0-00-000
281	203 S WILLIS AVE	INDEPENDENCE	64050	ESCOBAR DAMIAN & LILIAN CAPPOZZOLI	203 S WILLIS AVE	INDEPENDENCE	MO	64050	26-340-09-17-00-0-00-000
282	619 S CRYSLER AVE APT 1	INDEPENDENCE	64052	LATTA JOHN K	7108 E 67TH ST	RAYTOWN	MO	64133	26-410-04-07-00-0-00-000
283	903 S CRYSLER AVE	INDEPENDENCE	64052	TOP PROPERTIES LLC	841 OSAGE AVE	KANSAS CITY	KS	66105	26-410-21-07-00-0-00-000
284	105 N CRYSLER AVE	INDEPENDENCE	64050	WALKER BARRY & JERI	105 N CRYSLER AVE	INDEPENDENCE	MO	64050	26-340-05-23-00-0-00-000
285	1216 W MAPLE AVE	INDEPENDENCE	64050	MOLA JOHAN ALEXANDER	27 ERIE ST	LYNN	MA	01902	26-340-05-24-00-0-00-000
286	103 S CRYSLER AVE	INDEPENDENCE	64050	GOTWAY CONNIE E	103 S CRYSLER AVE	INDEPENDENCE	MO	64050	26-340-08-04-00-0-00-000
287	118 S WILLIS AVE	INDEPENDENCE	64050	TREECE SHELLEY R	118 S WILLIS AVE	INDEPENDENCE	MO	64050	26-340-08-25-00-0-00-000
288	1227 W RUBY AVE	INDEPENDENCE	64052	PENDERGRASS KEITH D & ANNE M	1227 W RUBY AVE	INDEPENDENCE	MO	64052	26-410-04-05-00-0-00-000
289	10601 E 23RD ST S	INDEPENDENCE	64052	MDC COASTAL 1 LLC	11995 EL CAMINO REAL	SAN DIEGO	CA	92130	27-630-02-16-00-0-00-000
290	209 S CRYSLER AVE	INDEPENDENCE	64050	EWART CODY	209 S CRYSLER AVE	INDEPENDENCE	MO	64050	26-340-08-12-00-0-00-000
291	1101 W WALNUT ST	INDEPENDENCE	64050	CENTRAL DEVELOPMENT ASSOC	1001 W WALNUT ST	INDEPENDENCE	MO	64050	26-340-28-02-00-0-00-000
292	101 S CRYSLER AVE	INDEPENDENCE	64050	ALFARAJ FARIS M	101 S CRYSLER AVE	INDEPENDENCE	MO	64052	26-340-08-03-00-0-00-000
293	1215 W ELM ST	INDEPENDENCE	64050	PACE MARK A & KATHLEEN A	1215 W ELM ST	INDEPENDENCE	MO	64050	26-340-25-09-01-0-00-000
294	NO ADDRESS ASSIGNED BY CITY	INDEPENDENCE	64050	COLE CV INDEPENDENCE (W 23RD ST) MO LLC	P.O BOX 1610	COCKEYSVILLE HUNT VA	MD	21030	26-430-01-27-00-0-00-000
295	209 S CRYSLER AVE	INDEPENDENCE	64050	EWART CODY	209 S CRYSLER AVE	INDEPENDENCE	MO	64050	26-340-08-13-00-0-00-000
296	805 S CRYSLER AVE	INDEPENDENCE	64052	CAIN HOLDINGS LLC					26-410-11-04-00-0-00-000
297	11013 E 23RD ST S	INDEPENDENCE	64052	ROBERTS ADAM	119 S PEARL	INDEPENDENCE	MO	64050	27-640-06-25-02-0-00-000
298	639 S CRYSLER AVE APT B	INDEPENDENCE	64052	ARCTOID LLC	6220 EVEREST CT	RENO	NV	89523	26-410-04-12-00-0-00-000
299	723 S CRYSLER AVE	INDEPENDENCE	64052	OUTREACH RESTORATION BRANCH	723 S CRYSLER AVE	INDEPENDENCE	MO	64052	26-410-10-11-00-0-00-000
300	1235 W SOUTH AVE	INDEPENDENCE	64050	FRYER BRANDON J	6601 HARVARD AVE	RAYTOWN	MO	64133	26-410-22-06-00-0-00-000
301	100 S WILLIS AVE	INDEPENDENCE	64050	PARSONS MICHAEL E	100 S WILLIS AVE	INDEPENDENCE	MO	64050	26-340-08-01-00-0-00-000
302	108 S WILLIS AVE	INDEPENDENCE	64050	BROWN JAMES M	12210 LYNDEL CIR	INDEPENDENCE	MO	64052	26-340-08-27-00-0-00-000
303	517 S CRYSLER AVE	INDEPENDENCE	64052	517 S CRYSLER AVENUE LLC	214 S SPRING ST	INDEPENDENCE	MO	64050	26-340-26-01-00-0-00-000
304	10405 E 23RD ST S	INDEPENDENCE	64052	PREMIER PETROLEUM INC	PO BOX 27229	OVERLAND PARK	KS	66210	27-630-02-05-00-0-00-000
305	909 S CRYSLER AVE	INDEPENDENCE	64052	APPEL LORETTA S-TRUSTEE	17211 BENNER PL	ENCINO	CA	91316	26-410-21-24-00-0-00-000
306	11301 E 23RD ST S	INDEPENDENCE	64052	TUNE TECH INC/ PRECISION TUNE	700 NE DELAMAR DR	LEES SUMMIT	MO	64064	27-640-03-03-00-0-00-000
307	10405 E 23RD ST S	INDEPENDENCE	64052	SULTAN AND SONS INC	6501 MAIN ST	GRANDVIEW	MO	64030	27-630-02-04-00-0-00-000

308	10703 E 23RD ST S	INDEPENDENCE	64052	1332 PLEASANT LLC	128 WEATHERVANE	IRVINE	CA	92603	27-630-01-03-00-0-00-000
309	10701 E 23RD ST S	INDEPENDENCE	64052	1332 PLEASANT LLC	128 WEATHERVANE	IRVINE	CA	92603	27-630-01-04-00-0-00-000
310	11019 E 23RD ST S	INDEPENDENCE	64052	SWMO ROOFING PROPERTIES LLC	3634 EE HWY	REEDS SPRING	MO	65737	27-640-06-04-00-0-00-000
311	122 S WILLIS AVE	INDEPENDENCE	64050	CUSUMANO MARK SR & STEPHANIE	122 S WILLIS AVE	INDEPENDENCE	MO	64050	26-340-08-23-00-0-00-000
312	1214 W MAPLE AVE	INDEPENDENCE	64050	EDWARDS JOHN R & SUSAN E	1214 W MAPLE AVE	INDEPENDENCE	MO	64050	26-340-05-25-00-0-00-000
313	123 S CRYSLER AVE	INDEPENDENCE	64050	BROWNFIELD CATHY A	6110 NE UPPER WOOD RD	LEES SUMMIT	MO	64064	26-340-08-08-00-0-00-000
314	NO ADDRESS ASSIGNED BY CITY	INDEPENDENCE	64050	BREITENBACH MARJAIN L & ELISA M	11200 E 24TH ST S	INDEPENDENCE	MO	64052	26-340-09-41-00-0-00-000
315	1110 W WALNUT ST UNIT 1	INDEPENDENCE	64050	BREITENBACH MARJAIN L & ELISA M	1110 W WALNUT ST UNIT 1	INDEPENDENCE	MO	64050	26-340-09-42-00-0-00-000
316	637 S CRYSLER AVE APT A	INDEPENDENCE	64052	770 HOLDINGS LLC	249 ARROWHEAD WAY	HAYWARD	CA	94544	26-410-04-11-00-0-00-000
317	703 S CRYSLER AVE APT 1	INDEPENDENCE	64052	STOUT BROCK MATTHEW & JULIE	1830 PARLEY ST	NAUVOO	IL	62354	26-410-10-23-02-0-00-000
318	1208 W MAPLE AVE	INDEPENDENCE	64050	FRIZZELL VESTA A	1208 W MAPLE	INDEPENDENCE	MO	64050	26-340-05-27-00-0-00-000
319	109 S CRYSLER AVE	INDEPENDENCE	64050	GOMEZ MARICELA	109 S CRYSLER AVE	INDEPENDENCE	MO	64050	26-340-08-06-00-0-00-000
320	1229 W HAYWARD AVE APT A	INDEPENDENCE	64052	FOXGLOVE HOMES LLC	6452 OVERBROOK RD	PRAIRIE VILLAGE	KS	66208	26-410-10-23-01-0-00-000
321	1233 W LINDEN AVE	INDEPENDENCE	64052	STUEVE HARM ERIC & ALICE A	1801 S VERMONT AVE	INDEPENDENCE	MO	64052	26-410-11-02-00-0-00-000
322	809 S CRYSLER AVE	INDEPENDENCE	64052	JC MANAGEMENT GROUP LLC	7715 SHAWNEE MISSION PKWY STE 100	OVERLAND PARK	KS	66202	26-410-11-05-00-0-00-000
323	NO ADDRESS ASSIGNED BY CITY	INDEPENDENCE	64050	MITCHELL SABRINA D	1104 W 23RD ST S	INDEPENDENCE	MO	64050	26-410-23-15-00-0-00-000
324	1315 W 23RD ST S	INDEPENDENCE	64052	COLE CV INDEPENDENCE (W 23RD ST) MO LLC	P.O BOX 1610	COCKEYSVILLE HUNT VA	MD	21030	26-430-01-28-00-0-00-000
325	715 S CRYSLER AVE	INDEPENDENCE	64052	COX MARK W & SUSAN G	20600 COURTNEY ATHERTON RD	INDEPENDENCE	MO	64058	26-410-10-10-00-0-00-000
326	1206 W MAPLE AVE	INDEPENDENCE	64050	AMB REAL ESTATE VENTURES LLC	2709 S MAYBROOK AVE	INDEPENDENCE	MO	64057	26-340-05-28-00-0-00-000
327	1207 W MAPLE AVE	INDEPENDENCE	64050	INSIGHT REAL ESTATE LLC	3227 WINDSOR AVE	KANSAS CITY	MO	64123	26-340-08-02-00-0-00-000
328	709 S CRYSLER AVE	INDEPENDENCE	64052	MARTINEZ ANGELICA D	709 S CRYSLER AVE	INDEPENDENCE	MO	64052	26-410-10-08-00-0-00-000
329	205 S WILLIS AVE	INDEPENDENCE	64050	MCLEAN JOHN	205 S WILLIS AVE	INDEPENDENCE	MO	64050	26-340-09-18-00-0-00-000
330	808 S MARION AVE	INDEPENDENCE	64052	SHINN JOHN W & RUBY M REV LIVING TRUST	2828 ANN AVE	INDEPENDENCE	MO	64057	26-410-11-14-00-0-00-000
331	1115 W PARK ST	INDEPENDENCE	64050	CITY OF INDEPENDENCE	111 E MAPLE AVE	INDEPENDENCE	MO	64050	26-410-23-04-00-0-00-000
332	1101 S CRYSLER AVE	INDEPENDENCE	64050	MDJ LLC	111 N 4TH ST	PALATKA	FL	32177	26-410-23-16-00-0-00-000
333	1037 W ORCHARD AVE	INDEPENDENCE	64050	CENTRAL DEVELOPMENT ASSOC	1001 W WALNUT ST	INDEPENDENCE	MO	64050	26-340-09-58-00-0-00-000
334	11805 E 23RD ST S	INDEPENDENCE	64050	TRUMAN MART LLC	8301 E TRUMAN RD	KANSAS CITY	MO	64126	26-430-02-20-00-0-00-000

July 29, 2024

Dear Property Owner:

The City of Independence is considering adoption of the EAOD (Englewood Arts Overlay District). Your property is located within the proposed EAOD. Please refer to the enclosed map identifying the boundaries of the EAOD. The purpose of the EAOD is to create new housing and property use opportunities for you, the property owner, if you choose to take advantage of what it has to offer you.

A formal public hearing on this rezoning will be held on **Tuesday, August 27, 2024,** by the Independence Planning Commission at 6:00 p.m in the City Council Chambers, City Hall, 111 E. Maple Ave, Independence, MO 64050. The City Council is scheduled to consider action on this request on **October 21, 2024,** at 6:00 p.m. in the City Council Chambers, City Hall, 111 E. Maple Ave, Independence, MO 64050.

Property owners within the area to be rezoned have a right to legally protest the application. Forms are available in the Community Development Department at City Hall.

If you have any questions regarding this matter, please feel free to contact me at (816)379-6011 prior to the meetings and I can provide assistance and information you may need to have a full understanding of this request before the meetings.

Sincerely,

Teresa Dorsch
Director, Englewood Arts 501c(3) Nonprofit
Englewood Resident

	Parcel Number	Owner	Owner Address	City	State	Zip	Property Address	Zip Code
1	26-330-19-28-02-0-00-000	KETCHUM MARYANN S & BOOTHE ALETHA ANN	505 S FOREST AVE	INDEPENDENCE	MO	64052	NO ADDRESS ASSIGNED BY CITY	64050
2	26-330-19-29-00-0-00-000	INDEPENDENCE IMPROVEMENT INVESTMENTS LLC	1001 W WALNUT	INDEPENDENCE	MO	64050	1400 W LEXINGTON AVE	64050
3	26-330-19-30-00-0-00-000	NATIONAL ALUMINUM-BRASS FOUNDRY INC	1304 W ELM ST	INDEPENDENCE	MO	64050	1307 W ELM ST	64050
4	26-330-19-31-01-0-00-000	METROPOLITAN HOUSING DEVELOPMENT CORP	7410 SNI-A-BAR RD	KANSAS CITY	MO	64129	1317 W ELM ST	64050
5	26-330-20-01-00-0-00-000	STROUD PARTNERS LLC	1420 W LEXINGTON AVE	INDEPENDENCE	MO	64052	1420 W LEXINGTON AVE	64052
6	26-330-20-02-00-0-00-000	HUNNER MICHAEL LEE	1430 W LEXINGTON AVE	INDEPENDENCE	MO	64052	1430 W LEXINGTON AVE	64052
7	26-330-20-03-00-0-00-000	SIG-MO ASSETS LLC	16801 GREENSPOINT PARK DR STE 376	HOUSTON	TX	77060	1434 W LEXINGTON AVE	64052
8	26-330-20-04-00-0-00-000	SIG-MO ASSETS LLC	16801 GREENSPOINT PARK DR STE 376	HOUSTON	TX	77060	1438 W LEXINGTON AVE	64052
9	26-330-20-05-00-0-00-000	SIG-MO ASSETS LLC	16801 GREENSPOINT PARK DR STE 376	HOUSTON	TX	77060	1440 W LEXINGTON AVE APT B	64052
10	26-330-20-07-00-0-00-000	AJTO PROPERTIES LLC	1450 W LEXINGTON AVE	INDEPENDENCE	MO	64052	1450 W LEXINGTON AVE	64052
11	26-330-20-08-00-0-00-000	PETRUSICH DIANA	1502 W LEXINGTON AVE	INDEPENDENCE	MO	64052-4021	NO ADDRESS ASSIGNED BY CITY	64052
12	26-330-20-09-00-0-00-000	HONEYWELL DELORES A & LEO R	1512 W LEXINGTON	INDEPENDENCE	MO	64052	1512 W LEXINGTON AVE	64052
13	26-330-20-10-00-0-00-000	LANGEWISCH BRENDA & CURTIS	1600 W LEXINGTON AVE	INDEPENDENCE	MO	64052	NO ADDRESS ASSIGNED BY CITY	64052
14	26-330-20-15-00-0-00-000	SIG-MO ASSETS LLC	16801 GREENSPOINT PARK DR STE 376	HOUSTON	TX	77060	1444 W LEXINGTON AVE	64052
15	26-330-21-06-03-0-00-000	FISHER CONRAD	1815 S VASSAR	INDEPENDENCE	MO	64052	524 S FOREST AVE	64052
16	26-330-22-07-00-0-00-000	MCLEOD WILLIAM G & SANDRA L	1716 S SCOTT AVE	INDEPENDENCE	MO	64052	1716 S SCOTT AVE	64052
17	26-340-25-09-01-0-00-000	PACE MARK A & KATHLEEN A	1215 W ELM ST	INDEPENDENCE	MO	64050	1215 W ELM ST	64050
18	26-340-25-09-02-0-00-000	PACE MARK A & KATHLEEN A	1215 W ELM ST	INDEPENDENCE	MO	64050	1215 W LEXINGTON AVE	64050
19	26-340-26-01-00-0-00-000	517 S CRYSLER AVENUE LLC	214 S SPRING ST	INDEPENDENCE	MO	64050	517 S CRYSLER AVE	64052
20	26-410-03-06-00-0-00-000	MAGENS BAY LLC	14412 S WHIPPOORWILL AVE	GREENWOOD	MO	64034	523 S CRYSLER AVE APT A	64052
21	26-410-03-07-00-0-00-000	NEIGHBORS RENTALS LLC	PO BOX 1510	INDEPENDENCE	MO	64055	525 S CRYSLER AVE APT 1	64052
22	26-410-03-08-00-0-00-000	FLAHERTY GENE D & ROBERTA L	527 S CRYSLER AVE	INDEPENDENCE	MO	64050	527 S CRYSLER AVE UNIT 1	64052
23	26-410-03-09-00-0-00-000	1230 W RUBY AVE LLC	1230 W RUBY AVE	INDEPENDENCE	MO	64052	1230 W RUBY AVE	64052
24	26-410-04-07-00-0-00-000	LATTA JOHN K	7108 E 67TH ST	RAYTOWN	MO	64133	619 S CRYSLER AVE APT 1	64052
25	26-420-01-02-00-0-00-000	SIG-MO ASSETS LLC	16801 GREENSPOINT PARK DR STE 376	HOUSTON	TX	77060	1440 W LEXINGTON AVE	64052
26	26-420-01-04-00-0-00-000	AJTO PROPERTIES LLC	1450 W LEXINGTON AVE	INDEPENDENCE	MO	64052	1450 W LEXINGTON AVE	64052
27	26-420-01-05-00-0-00-000	CRANK RONALD EARL & WALTERS DIANA LYNN	1500 W LEXINGTON AVE	INDEPENDENCE	MO	64052	1500 W LEXINGTON AVE	64052
28	26-420-01-06-00-0-00-000	DIANA K. PETRUSICH TRUST (MARCH 15,2022)	1502 W LEXINGTON	INDEPENDENCE	MO	64052	1502 W LEXINGTON AVE	64052
29	26-420-01-07-00-0-00-000	HONEYWELL LEO R & DELORES A TRUSTEES	1512 W LEXINGTON AVE	INDEPENDENCE	MO	64052	1512 W LEXINGTON AVE	64052
30	26-420-01-08-00-0-00-000	LANGEWISCH BRENDA & CURTIS	1600 W LEXINGTON AVE	INDEPENDENCE	MO	64052	1514 W LEXINGTON AVE	64052
31	26-420-01-09-00-0-00-000	LANGEWISCH BRENDA & CURTIS	1600 W LEXINGTON AVE	INDEPENDENCE	MO	64052	1600 W LEXINGTON AVE	64052
32	26-420-01-10-00-0-00-000	OLEJKO CHARLOTTE	1604 W LEXINGTON	INDEPENDENCE	MO	64052	1604 W LEXINGTON AVE	64052
33	26-420-01-12-00-0-00-000	KAY LANDER	1620 W LEXINGTON	INDEPENDENCE	MO	64052	1620 W LEXINGTON AVE	64052
34	26-420-02-01-00-0-00-000	AYODIPE ADEYEMI	8732 DUNRAVEN ST	LENEXA	KS	66227	11610 E IVANHOE CT	64052
35	26-420-02-02-00-0-00-000	AMERICAN TIGER REALTY GROUP LLC	82 DISCOVERY	IRVINE	CA	92618	11606 E IVANHOE CT	64052
36	26-420-02-04-00-0-00-000	BOGERT JAMES A	1725-1727 S SCOTT ST	INDEPENDENCE	MO	64052	1725 S SCOTT AVE	64052
37	26-420-02-05-00-0-00-000	WELLS WILLIAM J	11600 E WINNER RD	INDEPENDENCE	MO	64052	11600 E WINNER RD	64052
38	26-420-02-06-00-0-00-000	MEINERSHAGEN LARRY J & BARBARA J	11604 E WINNER RD	INDEPENDENCE	MO	64052	11604 E WINNER RD	64052
39	26-420-02-07-00-0-00-000	SLOAN GREGORY & KIMBERLE	2021 N GROVE	INDEPENDENCE	MO	64058	11610 E WINNER RD	64052
40	26-420-02-08-00-0-00-000	KAMINSKI ARIEL	11700 E WINNER RD	INDEPENDENCE	MO	64052	11700 E WINNER RD	64052
41	26-420-02-09-00-0-00-000	FISHER WILLIAM CONRAD	1815 S VASSAR	INDEPENDENCE	MO	64052	11710 E WINNER RD UNIT A	64052
42	26-420-02-10-00-0-00-000	FISHER WILLIAM C	1815 S VASSAR	INDEPENDENCE	MO	64052	11712 E WINNER RD UNIT A	64052
43	26-420-02-11-00-0-00-000	FISHER WILLIAM C & SHARON G	1815 S VASSER AVE	INDEPENDENCE	MO	64052-4053	11714 E WINNER RD APT A	64052
44	26-420-02-12-00-0-00-000	CAUDILL BILLY G & DEBRA ANN	11716 WINNER RD	INDEPENDENCE	MO	64052	11716 E WINNER RD APT A	64052
45	26-420-02-13-00-0-00-000	PARENT JAYANA L	11718 E WINNER RD	INDEPENDENCE	MO	64052	11718 E WINNER RD	64052
46	26-420-03-01-00-0-00-000	REGISTER CHRISTOPHER O	11530 E WINNER RD	INDEPENDENCE	MO	64052	11530 E WINNER RD	64052
47	26-420-03-02-00-0-00-000	LORIMER WILLIAM R & PATSY J-TRUSTEES	11518 E WINNER RD	INDEPENDENCE	MO	64052	11518 E WINNER RD	64052
48	26-420-03-03-00-0-00-000	MITCHELL THOMAS M & DEBORAH L	11514 E WINNER RD	INDEPENDENCE	MO	64052	11514 E WINNER RD	64052
49	26-420-03-04-00-0-00-000	FIELDS MICHELE	1797 S NORWOOD AVE	INDEPENDENCE	MO	64052	1797 S NORWOOD AVE	64052
50	26-420-03-05-00-0-00-000	CRESSWELL JENNIFER A	11500 E WINNER RD	INDEPENDENCE	MO	64052	11500 E WINNER RD	64052
51	26-420-04-01-00-0-00-000	MACKEY ALEX & AMANDA	11426 E WINNER RD	INDEPENDENCE	MO	64052	11426 E WINNER RD	64052
52	26-420-04-02-00-0-00-000	DILLON TIMOTHY	11424 E WINNER RD	INDEPENDENCE	MO	64052	11424 E WINNER RD	64052
53	26-420-04-03-00-0-00-000	NAPIER-POORMAN RITA	11416 E WINNER RD	INDEPENDENCE	MO	64052	11416 E WINNER RD	64052
54	26-420-05-01-00-0-00-000	MCDONALD THOMAS J & LOIS M	1811 S DRUMM AVE	INDEPENDENCE	MO	64055-1834	11425 E WINNER RD	64052
55	26-420-05-02-00-0-00-000	SADRES DANIELE-TRUSTEE	112 ORCHID LN	EWING	NJ	8638	1810 S NORWOOD AVE	64052
56	26-420-06-01-00-0-00-000	DAVIES ROBERT M & KATHRYN W	11521 WINNER RD	INDEPENDENCE	MO	64052	11521 E WINNER RD	64052
57	26-420-06-02-01-0-00-000	KOCH SHARON E	11501 E WINNER RD	INDEPENDENCE	MO	64052	11501 E WINNER RD	64052
58	26-420-06-03-00-0-00-000	SNAPP TERRY L & BETTY G-TRUSTEE	1809 S NORWOOD AVE	INDEPENDENCE	MO	64052	1809 S NORWOOD AVE	64052
59	26-420-06-04-00-0-00-000	YEISLEY SHAWN W & KAREN D	1811 NORWOOD	INDEPENDENCE	MO	64052	1811 S NORWOOD AVE	64052
60	26-420-06-28-00-0-00-000	SNAPP TERRY L & BETTY G-TRUSTEE	1809 S NORWOOD AVE	INDEPENDENCE	MO	64052	NO ADDRESS ASSIGNED BY CITY	64052
61	26-420-07-01-00-0-00-000	KELLEY SCOT A & SUSAN J	11605 WINNER RD	INDEPENDENCE	MO	64052	11605 E WINNER RD	64052
62	26-420-07-12-00-0-00-000	POVENMIRE JOHN M	1810 NORTON	INDEPENDENCE	MO	64052	1810 S NORTON AVE	64052
63	26-420-08-01-00-0-00-000	HASHIMOTO TOM	132 39 58TH AVE	FLUSHING	NY	11355	11709 E WINNER RD	64052
64	26-420-08-02-00-0-00-000	HASHIMOTO TOM	13239 58TH AVE	FLUSHING	NY	11355	11705 E WINNER RD	64052

65	26-420-08-03-00-0-00-000	SKINNER GARY O & MARSHA R	11701 E WINNER RD	INDEPENDENCE	MO	64052	11701 E WINNER RD	64052
66	26-420-08-04-00-0-00-000	KENNEY KELLY K	1814 S VASSAR AVE	INDEPENDENCE	MO	64052	1814 S VASSAR AVE	64052
67	26-420-08-05-00-0-00-000	DONALDSON CHARLES A & TONI R	1816 VASSAR	INDEPENDENCE	MO	64052	1816 S VASSAR AVE	64052
68	26-420-09-01-00-0-00-000	LEE KYLE B & HANA R	638 PROCTER PL	INDEPENDENCE	MO	64052	638 S PROCTER PL	64052
69	26-420-09-02-00-0-00-000	VAUGHAN JEFFERY R TRUSTEE	11801 WINNER RD	INDEPENDENCE	MO	64052	11801 E WINNER RD	64052
70	26-420-09-03-00-0-00-000	GILPIN ALEX & KRYSTIN	1809 S VASSAR AVE	INDEPENDENCE	MO	64052	1809 S VASSAR AVE	64052
71	26-420-09-04-00-0-00-000	FISHER WILLIAM C & SHARON G	1815 S VASSAR AVE	INDEPENDENCE	MO	64052	1815 S VASSAR AVE	64052
72	26-420-09-18-00-0-00-000	PETERSON HELEN DARLENE	640 PROCTER PL	INDEPENDENCE	MO	64052	640 S PROCTER PL	64052
73	26-420-10-01-00-0-00-000	TURNER JERRY J & BARBARA J	1525 W LEXINGTON AVE	INDEPENDENCE	MO	64052	1525 W LEXINGTON AVE	64052
74	26-420-10-02-00-0-00-000	MURPHY WILLIAM J JR & TINA R	637 PROCTER PL	INDEPENDENCE	MO	64052	637 S PROCTER PL	64052
75	26-420-10-03-00-0-00-000	LAFORTE ROBYN NICHOLE & MATTHEW	641 PROCTER PL	INDEPENDENCE	MO	64052	641 S PROCTER PL	64052
76	26-420-10-20-00-0-00-000	MITCHELL ARCHIE M & LOIS I	706 S PARK	INDEPENDENCE	MO	64052	706 S PARK AVE	64052
77	26-420-10-21-00-0-00-000	CROW RAYMOND LEE	640 S PARK AVE	INDEPENDENCE	MO	64052	640 S PARK AVE	64052
78	26-420-10-22-00-0-00-000	ROBERTS LARRY D & JACQUELINE R	638 S PARK	INDEPENDENCE	MO	64052	638 S PARK AVE	64052
79	26-420-11-01-00-0-00-000	SIG-MO ASSETS LLC	16801 GREENSPOINT PARK DR STE 376	HOUSTON	TX	77060	1501 W LEXINGTON AVE	64052
80	26-420-11-02-00-0-00-000	HUSTON LANCE A	629 S PARK	INDEPENDENCE	MO	64052	629 S PARK AVE	64052
81	26-420-11-03-00-0-00-000	STACK THOMAS J & KATHLEEN K-TRUSTEES	639 S PARK AVE	INDEPENDENCE	MO	64052	639 S PARK AVE	64052
82	26-420-11-04-00-0-00-000	LANGEWISCH BRENDA & CURTIS	1600 W LEXINGTON AVE	INDEPENDENCE	MO	64052	641 S PARK AVE	64052
83	26-420-11-05-00-0-00-000	ALLEN TRACY & JACKI	701 S PARK AVE	INDEPENDENCE	MO	64052	701 S PARK AVE	64052
84	26-420-11-06-00-0-00-000	LOTTIE SUZIE L	707 S PARK AVE	INDEPENDENCE	MO	64052	707 S PARK AVE	64052
85	26-420-11-07-00-0-00-000	PEDERSEN BENJAMIN M & MELISSA D	711 S PARK AVE	INDEPENDENCE	MO	64052	711 S PARK AVE	64052
86	26-420-11-20-00-0-00-000	CHRISTY JUDITH A	704 S FULLER AVE	INDEPENDENCE	MO	64052	704 S FULLER AVE	64052
87	26-420-11-21-00-0-00-000	LESH KIMBERLY & RYAN MAXWELL	702 S FULLER AVE	INDEPENDENCE	MO	64052	702 S FULLER AVE	64052
88	26-420-11-22-00-0-00-000	PALMER CHARLES R & JENNIFER	700 S FULLER	INDEPENDENCE	MO	64052	700 S FULLER AVE	64052
89	26-420-11-23-00-0-00-000	EASTMAN JOY	636 S FULLER AVE	INDEPENDENCE	MO	64052	636 S FULLER AVE	64052
90	26-420-12-01-00-0-00-000	MCLEOD WILLIAM G	1716 S SCOTT AVE	INDEPENDENCE	MO	64052	1415 W LEXINGTON AVE	64052
91	26-420-12-02-01-0-00-000	SIG-MO ASSETS LLC	16801 GREENSPOINT PARK DR STE 376	HOUSTON	TX	77060	1429 W LEXINGTON AVE	64052
92	26-420-12-02-02-0-00-000	SIG-MO ASSETS LLC	16801 GREENSPOINT PARK DR STE 376	HOUSTON	TX	77060	1441 W LEXINGTON AVE	64052
93	26-420-12-03-00-0-00-000	SIG-MO ASSETS LLC	16801 GREENSPOINT PARK DR STE 376	HOUSTON	TX	77060	601 W LEXINGTON AVE	64052
94	26-420-12-04-00-0-00-000	JOHNSON JAIMIE	609 S FULLER AVE	INDEPENDENCE	MO	64052	609 S FULLER AVE	64052
95	26-420-12-05-00-0-00-000	TAUVELI GWENN	1903 SW BRIGHTON PL	BLUE SPRINGS	MO	64015	611 S FULLER AVE	64052
96	26-420-12-06-00-0-00-000	WHITE MELVA I	625 S FULLER AVE	INDEPENDENCE	MO	64052	625 S FULLER AVE	64052
97	26-420-12-07-00-0-00-000	MOCEANVIEW LLC	3225 MCLEOD DR	LAS VEGAS	NV	89121	631 S FULLER AVE	64052
98	26-420-12-08-00-0-00-000	MARTIN DONALD V & CAROLYN-TRUSTEES	6820 EDGEVALE RD	KANSAS CITY	MO	64113	633 S FULLER AVE	64052
99	26-420-12-09-00-0-00-000	STEWARDSHIP INVESTMENTS LLC	7215 TROOST AVE	KANSAS CITY	MO	64131	635 S FULLER AVE	64052
100	26-420-12-10-00-0-00-000	UPP PAUL	639 S FULLER AVE	INDEPENDENCE	MO	64052	639 S FULLER AVE	64052
101	26-420-12-11-00-0-00-000	MORGAN MARY JO ELLEN-TRUSTEE	701 S FULLER	INDEPENDENCE	MO	64052	701 S FULLER AVE	64052
102	26-420-12-27-00-0-00-000	MIMS ADRIAN	630 S CRYSLER AVE	INDEPENDENCE	MO	64052	630 S CRYSLER AVE	64052
103	26-420-12-28-00-0-00-000	ESCUTIA CONSTANTINO	624 S CRYSLER AVE	INDEPENDENCE	MO	64052	624 S CRYSLER AVE	64052
104	26-420-12-29-00-0-00-000	DRUMM CENTER FOR CHILDREN INC	3210 LEES SUMMIT RD	INDEPENDENCE	MO	64055	622 S CRYSLER AVE	64052
105	26-420-12-30-00-0-00-000	LAUGHLIN TIMOTHY R & PAMELA S	618 S CRYSLER AVE	INDEPENDENCE	MO	64052	618 S CRYSLER AVE	64052
106	26-420-12-31-00-0-00-000	FOREMAN TIMOHY EARL & JAE BEA	608 S CRYSLER AVE	INDEPENDENCE	MO	64052	608 S CRYSLER AVE	64052
107	27-130-19-06-00-0-00-000	JAKD INVESTMENTS LLC	404 NE FOX TRAIL DR	BLUE SPRINGS	MO	64014	1623 S HEDGES AVE	64052
108	27-130-19-07-00-0-00-000	FRITZ H P & JANAE M TRUSTEE	PO BOX 520391	INDEPENDENCE	MO	64052-0391	1625 S HEDGES AVE	64052
109	27-130-19-08-00-0-00-000	RLDS/CHURCH OF JESUS CHRIST	1001 W WALNUT ST	INDEPENDENCE	MO	64050	1627 S HEDGES AVE	64052
110	27-130-19-09-00-0-00-000	RLDS/CHURCH OF JESUS CHRIST	1001 W WALNUT ST	INDEPENDENCE	MO	64050	1629 S HEDGES AVE	64052
111	27-130-19-10-00-0-00-000	ROWLETT ROBERT HOWARD	10702 WINNER RD	INDEPENDENCE	MO	64052	1631 S HEDGES AVE	64052
112	27-130-19-11-00-0-00-000	ROWLETT ROBERT HOWARD	10702 WINNER RD	INDEPENDENCE	MO	64052	10702 E WINNER RD	64052
113	27-130-19-12-00-0-00-000	SKYWAY PROPERTIES LLC	9340 WILSON RD	INDEPENDENCE	MO	64053	10710 E WINNER RD	64052
114	27-130-19-14-00-0-00-000	VOSS ALAN & LAURA	1710 S NORTHERN BLVD	INDEPENDENCE	MO	64052	1710 S NORTHERN BLVD	64052
115	27-130-19-15-00-0-00-000	RLDS/CHURCH OF JESUS CHRIST	1001 W WALNUT ST	INDEPENDENCE	MO	64050	1706 S NORTHERN BLVD	64052
116	27-130-19-16-01-0-00-000	DEACON JUDITH KAROLINA	1700 S NORTHERN BLVD	INDEPENDENCE	MO	64052	1700 S NORTHERN BLVD	64052
117	27-130-19-16-02-0-00-000	CAMPBELL DAVID R & VICKI L	5109 CONWAY CT	INDEPENDENCE	MO	64055	1704 S NORTHERN BLVD	64052
118	27-130-19-19-00-0-00-000	ROYAL OAKS INVESTMENT GROUP LLC	PO BOX 25364	KANSAS CITY	MO	64119	1734 S NORTHERN BLVD	64052
119	27-130-19-20-00-0-00-000	ENGLEWOOD ARTS	10900 E WINNER RD	INDEPENDENCE	MO	64052	1720 S NORTHERN BLVD	64052
120	27-130-20-14-00-0-00-000	WHITE TRACI	6147 NE MOONSTONE CT	LEES SUMMIT	MO	64064	1613 S RALSTON AVE	64052
121	27-130-20-32-00-0-00-000	ENGLEWOOD ASSEMBLY OF GOD CHURCH INC	10628 WINNER RD	INDEPENDENCE	MO	64052	10628 E WINNER RD	64052
122	27-130-21-11-00-0-00-000	RABE BRANDON	PO BOX 29103	HONOLULU	HI	96820	1537 S WILLOW AVE	64052
123	27-130-21-12-00-0-00-000	DAVIS CHRISTINA T	1049 SW TWIN CREEK DR	LEES SUMMIT	MO	64081	1539 S WILLOW AVE	64052
124	27-130-21-13-00-0-00-000	ARF 5 LLC	16657 E 23RD ST S STE 370	INDEPENDENCE	MO	64055	1543 S WILLOW AVE	64052
125	27-130-21-14-00-0-00-000	APPLEWHITE JONATHAN	506 DRESHERTOWN RD	FORT WASHINGTON	PA	19034	10500 E WINNER RD APT B	64052
126	27-130-21-15-00-0-00-000	APPLEWHITE JONATHAN	506 DRESHERTOWN RD	FORT WASHINGTON	PA	19034	10502 E WINNER RD	64052
127	27-130-21-16-00-0-00-000	STEPHENSON DANIELLE & WILDE DUSTY VANCE	9806 TIMBER MEADOWS DR	LEES SUMMIT	MO	64086	1620 S RALSTON AVE	64052
128	27-130-21-17-00-0-00-000	KENT MICHAEL E	1614 S RALSTON AVE	INDEPENDENCE	MO	64052	1614 S RALSTON AVE	64052
129	27-130-21-18-00-0-00-000	KIWI HOMES LLC	1501 NW MOCK AVE	BLUE SPRINGS	MO	64015	1608 S RALSTON AVE	64052

130	27-130-21-19-00-0-00-000	TORRES ALEJANDRA	1602 S RALSTON AVE	INDEPENDENCE	MO	64052	1602 S RALSTON AVE	64052
131	27-130-21-20-00-0-00-000	TWITTY JOHN V & JULIE F	1600 S RALSTON AVE	INDEPENDENCE	MO	64052	1600 S RALSTON AVE	64052
132	27-130-22-06-00-0-00-000	PASLEY CHARLES R	1525 S HARDY AVE	INDEPENDENCE	MO	64052	1525 S HARDY AVE	64052
133	27-130-22-07-00-0-00-000	GARVER JOANNE	1527 HARDY	INDEPENDENCE	MO	64052	1527 S HARDY AVE	64052
134	27-130-22-08-00-0-00-000	REFFETT RYAN M & LELA M	11329 N EWING AVE	KANSAS CITY	MO	64156	1531 S HARDY AVE	64052
135	27-130-22-09-00-0-00-000	WARD TIMOTHY JW	1546 S WILLOW AVE	INDEPENDENCE	MO	64052	1546 S WILLOW AVE	64052
136	27-130-22-10-00-0-00-000	3A MANAGEMENT LLC	6210 NE FAIRVIEW RD	LEES SUMMIT	MO	64064	1542 S WILLOW AVE	64052
137	27-130-22-11-00-0-00-000	HARLE DONNA F	1540 S WILLOW AVE	INDEPENDENCE	MO	64052	1540 S WILLOW AVE	64052
138	27-130-22-12-00-0-00-000	HARLE DONNA F	1540 S WILLOW AVE	INDEPENDENCE	MO	64052	1538 S WILLOW AVE	64052
139	27-130-22-13-00-0-00-000	MEYERS BENJAMIN & MJ	1534 S WILLOW AVE	INDEPENDENCE	MO	64052	1534 S WILLOW AVE	64052
140	27-130-22-14-00-0-00-000	MENA WILSON A & DELMY N	1530 S WILLOW AVE	INDEPENDENCE	MO	64052	1530 S WILLOW AVE	64052
141	27-130-23-09-00-0-00-000	LOVE ROBERT DAVID & MELINDA MACINTOSH	5835 TEABERRY AVE	CASTLE ROCK	CO	80104	1527 S ASH AVE	64052
142	27-130-23-10-00-0-00-000	BROWN PROPERTIES AND INVESTMENTS LLC	17904 N DAKOTA DR	INDEPENDENCE	MO	64056	1529 S ASH AVE	64052
143	27-130-23-11-00-0-00-000	REIMAL DON B & JO MARIE	1533 ASH AVE	INDEPENDENCE	MO	64052	1533 S ASH AVE	64052
144	27-130-23-13-00-0-00-000	SPRICK JAMES M	1522 S HARDY AVE	INDEPENDENCE	MO	64052	1522 S HARDY AVE	64052
145	27-130-23-17-00-0-00-000	VANGUARD CONSULTING LLC	3724 JARBOE ST	KANSAS CITY	MO	64111	1532 S HARDY AVE	64052
146	27-130-23-19-00-0-00-000	VANGUARD CONSULTING LLC	3724 JARBOE ST	KANSAS CITY	MO	64111	1536 S HARDY AVE	64052
147	27-130-24-08-00-0-00-000	VONG DOS & SROS	1529 S MAYWOOD AVE	INDEPENDENCE	MO	64052-2108	1529 S MAYWOOD AVE	64052
148	27-130-24-09-00-0-00-000	JORDISON DIANE E	1537 S MAYWOOD AVE	INDEPENDENCE	MO	64052	1537 S MAYWOOD AVE	64052
149	27-130-24-10-00-0-00-000	PHILLIP SLOBOGIN	10519 N GARFIELD AVE	KANSAS CITY	MO	64155	1534 1/2 S ASH AVE	64052
150	27-130-24-11-00-0-00-000	DOBBS MIKE & STUPICA-DOBBS KIMBERLY	304 SW ASCOT DR	LEES SUMMIT	MO	64082	1532 S ASH AVE	64052
151	27-130-24-12-00-0-00-000	SAGE DOOR PROPERTIES LLC	1932 NW COPPER OAKS CIR	BLUE SPRINGS	MO	64015	1530 1/2 S ASH AVE	64052
152	27-130-24-13-00-0-00-000	LEWIS THOMAS F	38200 E COLBERN RD	LONE JACK	MO	64070	1522 S ASH AVE	64052
153	27-130-25-07-00-0-00-000	3A MANAGEMENT LLC	6210 NE FAIRVIEW	LEES SUMMIT	MO	64064	1527 S CEDAR AVE	64052
154	27-130-25-08-00-0-00-000	CHENG REI MO LLC	117 S LEXINGTON ST STE 100	HARRISONVILLE	MO	64701	1533 S CEDAR AVE	64052
155	27-130-25-09-00-0-00-000	MARY B'S STORAGE LLC	601 NW JEFFERSON ST APT 3	BLUE SPRINGS	MO	64014	1535 S CEDAR AVE	64052
156	27-130-25-10-00-0-00-000	REYNOLDS JAMES H & LENA E	1536 S MAYWOOD	INDEPENDENCE	MO	64052	1536 S MAYWOOD AVE	64052
157	27-130-25-11-00-0-00-000	BURNETT KEN & BEVERLY L	1530 S MAYWOOD AVE	INDEPENDENCE	MO	64052	1530 S MAYWOOD AVE	64052
158	27-130-25-12-00-0-00-000	BENEDICT PATRICK A	1526 S MAYWOOD AVE	INDEPENDENCE	MO	64052	1526 S MAYWOOD AVE	64052
159	27-130-26-08-00-0-00-000	PARAMOUNT INVESTMENT PROPERTIES LLC	101 NW 2ND ST	CONCORDIA	MO	64020	1527 S HOME AVE	64052
160	27-130-26-11-00-0-00-000	MORKEN KARI E	10016 E WINNER RD	INDEPENDENCE	MO	64052	10016 E WINNER RD	64052
161	27-130-26-12-00-0-00-000	NEXT VISION LLC	6235 ELMIRA	LAS VEGAS	NV	89118	1528 S CEDAR AVE	64052
162	27-130-26-17-00-0-00-000	REILLY KELLY	10006 E WINNER RD	INDEPENDENCE	MO	64052	10006 E WINNER RD	64052
163	27-130-26-18-00-0-00-000	PARAMOUNT INVESTMENT PROPERTIES LLC	101 NW 2ND ST	CONCORDIA	MO	64020	NO ADDRESS ASSIGNED BY CITY	64052
164	27-130-27-01-00-0-00-000	PACE MATTHEW A & JENNIFER D	1411 S CEDAR AVE	INDEPENDENCE	MO	64052	1700 S WAUBESA AVE	64052
165	27-130-27-02-00-0-00-000	PACE MATTHEW A & JENNIFER D	1411 S CEDAR AVE	INDEPENDENCE	MO	64052	1708 S WAUBESA AVE	64052
166	27-130-27-03-00-0-00-000	C & C INVESTMENTS LLC	13040 CATALINA DR	LEAWOOD	KS	66209	1710 S WAUBESA AVE	64052
167	27-130-27-04-00-0-00-000	GRAHAM LESTER	1712 WAUBESA AVE	INDEPENDENCE	MO	64052	1712 S WAUBESA AVE	64052
168	27-130-28-15-00-0-00-000	FISCHER ROBERT JOHNATHAN	1717 S WAUBESA AVE	INDEPENDENCE	MO	64052	1717 S WAUBESA AVE	64052
169	27-130-29-01-01-0-00-000	CITY OF INDEPENDENCE	111 E MAPLE AVE	INDEPENDENCE	MO	64050	10201 E WINNER RD	64052
170	27-130-29-01-02-0-00-000	CITY OF INDEPENDENCE	111 E MAPLE AVE	INDEPENDENCE	MO	64050	1704 S ASH AVE	64052
171	27-130-29-02-01-0-00-000	CITY OF INDEPENDENCE	111 E MAPLE AVE	INDEPENDENCE	MO	64050	10205 E WINNER RD	64052
172	27-130-29-03-00-0-00-000	BASKINS ANGELA J	10215 E WINNER RD	INDEPENDENCE	MO	64052	10215 E WINNER RD	64052
173	27-130-29-04-00-0-00-000	JONES JEREMIAH & ATWOOD MINDI A	10211 WINNER RD	INDEPENDENCE	MO	64052	10211 E WINNER RD	64052
174	27-130-29-05-00-0-00-000	BROWN MATTHEW RICHARD	10125 E WINNER RD	INDEPENDENCE	MO	64052	10125 E WINNER RD	64052
175	27-130-29-06-00-0-00-000	SAMENT PROPERTIES 15TH STREET SERIES LLC	4050 PENNSYLVANIA AVE STE 115	KANSAS CITY	MO	64111	10117 E WINNER RD APT 4	64052
176	27-130-29-07-00-0-00-000	SAMENT PROPERTIES 15TH STREET SERIES LLC	4050 PENNSYLVANIA AVE STE 115	KANSAS CITY	MO	64111	10115 1/2 E WINNER RD	64052
177	27-130-29-08-00-0-00-000	HYBIRD HOLDINGS LLC	5051 CHOLLAS PKWY	SAN DIEGO	CA	92105	10115 E WINNER RD	64052
178	27-130-30-01-00-0-00-000	RUBIO OMAR TOVAR	1700 S HARDY AVE	INDEPENDENCE	MO	64052	1700 S HARDY AVE	64052
179	27-130-30-02-00-0-00-000	HOBBS MARIAH	1701 S ASH AVE	INDEPENDENCE	MO	64052	1701 S ASH AVE	64052
180	27-130-30-03-00-0-00-000	DENNIS LESLIE JEAN	1703 S ASH AVE	INDEPENDENCE	MO	64052	1703 S ASH AVE	64052
181	27-130-30-04-00-0-00-000	ARF4 LLC	16657 E 23RD ST S STE 370	INDEPENDENCE	MO	64055	1705 S ASH AVE	64052
182	27-130-30-05-00-0-00-000	TERRY ANGELA A	15310 E 44TH TER S	INDEPENDENCE	MO	64055	1707 S ASH AVE	64052
183	27-130-30-20-00-0-00-000	FRENTROP KEVIN W	1708 S HARDY	INDEPENDENCE	MO	64052	1708 S HARDY AVE	64052
184	27-130-30-21-00-0-00-000	ORTIZ SEGRI GUADALUPE	1706 S HARDY AVE	INDEPENDENCE	MO	64052	1706 S HARDY AVE	64052
185	27-130-30-22-00-0-00-000	IVY FRANCIS B & ARLENE	1704 S HARDY AVE	INDEPENDENCE	MO	64052	1704 S HARDY AVE	64052
186	27-130-31-01-00-0-00-000	LAND TRUST OF JACKSON COUNTY MISSOURI	4035 CENTRAL ST	KANSAS CITY	MO	64111	1704 S WILLOW AVE	64052
187	27-130-31-02-00-0-00-000	SEARCY HELEN F	1110 WOODBURY	INDEPENDENCE	MO	64050	1713 S HARDY AVE	64052
188	27-130-31-03-00-0-00-000	WILSON HOMES & CONSTRUCTION LLC	15928 E COGAN LN	INDEPENDENCE	MO	64050	1715 S HARDY AVE APT 1	64052
189	27-130-31-04-00-0-00-000	CASTLE SHERRY LEE	1723 A S HARDY AVE	INDEPENDENCE	MO	64052	1723 S HARDY AVE APT A	64052
190	27-130-31-05-00-0-00-000	BRAVARD JUSTIN	1725 S HARDY AVE	INDEPENDENCE	MO	64052	1725 S HARDY AVE	64052
191	27-130-31-14-00-0-00-000	PHANTER LLC	9020 NE 123RD ST	LIBERTY	MO	64068	1714 S WILLOW AVE	64052
192	27-130-31-15-00-0-00-000	MILLER LANCE D	1712 S WILLOW AVE	INDEPENDENCE	MO	64052	1712 S WILLOW AVE	64052
193	27-130-31-16-00-0-00-000	LAND TRUST OF JACKSON COUNTY MISSOURI	4035 CENTRAL ST	KANSAS CITY	MO	64111	1710 S WILLOW AVE	64052
194	27-130-32-05-00-0-00-000	MAYWOOD BAPTIST CHURCH	10505 WINNER RD	INDEPENDENCE	MO	64052	10505 E WINNER RD	64052

195	27-130-33-01-00-0-00-000	RG LANDEV LLC	PO BOX 25250 PMB 9459191	MIAMI	FL	33102	10605 E WINNER RD	64052
196	27-130-33-02-00-0-00-000	WALTER J DOUGLAS & SUSAN JANE	116 S PLEASANT	INDEPENDENCE	MO	64050-3638	10603 E WINNER RD	64052
197	27-130-33-03-00-0-00-000	WALTER J DOUGLAS & SUSAN JANE	116 S PLEASANT	INDEPENDENCE	MO	64050-3638	10601 E WINNER RD	64052
198	27-130-33-04-00-0-00-000	PINTER JOE C	10600 E 18TH ST S	INDEPENDENCE	MO	64052	10600 E 18TH ST S	64052
199	27-130-33-05-00-0-00-000	SHOFF TONILYNN & KERI	10604 E 18TH ST S	INDEPENDENCE	MO	64052	10604 E 18TH ST S	64052
200	27-140-09-16-00-0-00-000	EISON CHERYL	1703 S NORTHERN BLVD	INDEPENDENCE	MO	64052	1703 S NORTHERN BLVD	64052
201	27-140-09-19-00-0-00-000	STERNEMANN GARY H	1709 S NORTHERN BLVD	INDEPENDENCE	MO	64052	1709 S NORTHERN BLVD	64052
202	27-140-09-20-00-0-00-000	ROSEN DAVID	2112 WYANDOTTE ST	UNIT DE MOUNTAIN VIEW	CA	94043	1711 S NORTHERN BLVD	64052
203	27-140-09-21-00-0-00-000	GOLF VIEW APARTMENTS LLC	7650 CALLE CASINO	RANCHO CUCAMONGA	CA	91730	1717 S NORTHERN BLVD	64052
204	27-140-09-22-00-0-00-000	RASMUSSEN JAMES ALAN	1733 S NORTHERN BLVD	INDEPENDENCE	MO	64052	1733 S NORTHERN BLVD	64052
205	27-140-09-23-00-0-00-000	BEAVER TAIL PROPERTIES LLC	1701 MCKINLEY ST	KANSAS CITY	MO	64126	10800 E WINNER RD	64052
206	27-140-09-26-00-0-00-000	CAIN PROPERTIES LLC	<Null>	<Null>	<Null>	<Null>	1714 S APPLETON AVE	64052
207	27-140-09-28-00-0-00-000	CEDARWOOD PROPERTIES KC LLC	P.O. BOX 184	INDEPENDENCE	MO	64051	1710 S APPLETON AVE	64052
208	27-140-09-29-00-0-00-000	ANTHONY CHOUTEAU PROPERTIES LLC	1708 NE LASHBROOK DR	LEES SUMMIT	MO	64086	1708 S APPLETON AVE	64052
209	27-140-09-30-00-0-00-000	BRADLEY CLAYTON W & BETTY JO	1706 S APPLETON AVE	INDEPENDENCE	MO	64052	1706 S APPLETON AVE	64052
210	27-140-09-31-00-0-00-000	LUGENBEEL DONALD L JR	1704 APPLETON	INDEPENDENCE	MO	64053	1704 S APPLETON AVE	64052
211	27-140-09-32-00-0-00-000	BROWN JAMES M	12210 LYNDEL CIR	INDEPENDENCE	MO	64052	1702 S APPLETON AVE	64052
212	27-140-09-46-00-0-00-000	TREJO O FELIA	1712 APPLETON AVE	INDEPENDENCE	MO	64052	1712 S APPLETON AVE	64052
213	27-140-09-48-01-0-00-000	SAMENT PROPERTIES 15TH STREET SERIES LLC	4050 PENNSYLVANIA AVE STE 115	KANSAS CITY	MO	64111	1705 S NORTHERN BLVD	64052
214	27-140-09-48-02-0-00-000	THOMASON RUSSELL & LINDA HOLM	14232 E 35TH TER	INDEPENDENCE	MO	64055	1707 S NORTHERN BLVD	64052
215	27-140-09-49-00-0-00-000	HASTING HOLDINGS LLC	2528 NE ANGEL FISH PL	LEES SUMMIT	MO	64086	10812 E WINNER RD	64052
216	27-140-16-05-00-0-00-000	PEDRINA JOSEPH AARON	1719 S VERMONT	INDEPENDENCE	MO	64052	1719 S VERMONT AVE	64052
217	27-140-17-07-00-0-00-000	MISSOURI OR BUST LLC	6220 EVEREST CT	RENO	NV	89523	1729 S CLAREMONT AVE	64052
218	27-140-17-08-00-0-00-000	HARDIN DARRELL	5633 BYRAMS FORD RD	KANSAS CITY	MO	64129	1733 S CLAREMONT AVE	64052
219	27-140-17-09-00-0-00-000	JORDAN CRAIG	10617 N 39TH WAY	PHOENIX	AZ	85028	11308 E WINNER RD	64052
220	27-140-17-10-00-0-00-000	DANA M SUTTON TRUST AGREEMENT (07/11/1989)	11312 WINNER RD	INDEPENDENCE	MO	64052	11310 E WINNER RD	64052
221	27-140-17-11-00-0-00-000	SUTTON DAWN L-TRUSTEE	11318 E WINNER RD	INDEPENDENCE	MO	64052	NO ADDRESS ASSIGNED BY CITY	64052
222	27-140-17-12-00-0-00-000	STEGEMAN JOSEPH A & NANCY L	11328 E WINNER RD	INDEPENDENCE	MO	64052	1722 S VERMONT AVE	64052
223	27-140-18-05-00-0-00-000	ENGLEWOOD PLAZA 24 LLC	388 BOB CAT TRL	BAILEY	CO	80421	1709 S STERLING AVE	64052
224	27-140-18-06-00-0-00-000	ENGLEWOOD PLAZA 24 LLC	1717 S STERLING AVE APT B	INDEPENDENCE	MO	64052	1717 S STERLING AVE APT A	64052
225	27-140-18-09-00-0-00-000	SHIELD HOLDINGS LLC	11200 WINNER RD	INDEPENDENCE	MO	64052	11216 E WINNER RD	64052
226	27-140-18-10-00-0-00-000	KANSAS CITY NEVADA LLC	3820 W GARY AVE	LAS VEGAS	NV	89139	11222 E WINNER RD	64052
227	27-140-18-11-00-0-00-000	CATO JENNIFER L	11224 E WINNER RD	INDEPENDENCE	MO	64052	11224 E WINNER RD	64052
228	27-140-18-13-00-0-00-000	GORDON SEAN E	1728 S CLAREMONT AVE	INDEPENDENCE	MO	64052	1728 S CLAREMONT AVE	64052
229	27-140-18-14-00-0-00-000	CELEDON SHAYLYNN KAY	1720 S CLAREMONT AVE	INDEPENDENCE	MO	64052	1720 S CLAREMONT AVE	64052
230	27-140-18-15-00-0-00-000	KLOECKNER VINCENT W JR	210 NW BIRCH ST	LEES SUMMIT	MO	64064	1708 S CLAREMONT AVE	64052
231	27-140-18-16-00-0-00-000	HERRERA MARIO M	1706 S CLAREMONT	INDEPENDENCE	MO	64052	1706 S CLAREMONT AVE	64052
232	27-140-18-17-00-0-00-000	BYAUNDA ALENGAMINA & ESANDJU WILONDJA	1704 S CLAREMONT AVE	INDEPENDENCE	MO	64052	1704 S CLAREMONT AVE	64052
233	27-140-18-18-00-0-00-000	INDEPENDENCE CHILDRENS CLINIC INC	11200 WINNER RD	INDEPENDENCE	MO	64052	11200 E WINNER RD	64052
234	27-140-18-19-00-0-00-000	FRIEDERICH KEVIN L	11228 E WINNER RD	INDEPENDENCE	MO	64052	11228 E WINNER RD	64052
235	27-140-19-05-00-0-00-000	BISHOP MICHAEL D	1717 S HARVARD AVE	INDEPENDENCE	MO	64052	1717 S HARVARD AVE	64052
236	27-140-19-06-00-0-00-000	KOZA JANICE	1719 S HARVARD AVE	INDEPENDENCE	MO	64052	1719 S HARVARD AVE	64052
237	27-140-19-07-00-0-00-000	OSTRICH NEST LLC	16657 E 23RD ST S # 349	INDEPENDENCE	MO	64055	1721 S HARVARD AVE	64052
238	27-140-19-08-00-0-00-000	KJW LLC	18611 E SALISBURY RD	INDEPENDENCE	MO	64056	1723 S HARVARD AVE	64052
239	27-140-19-09-00-0-00-000	DAVIS JACQUELINE R	1725 HARVARD	INDEPENDENCE	MO	64052	1725 S HARVARD AVE	64052
240	27-140-19-10-00-0-00-000	PARSONS TAMMY R & CARPENTER DARLENE R	11100 E WINNER RD	INDEPENDENCE	MO	64052-3838	11100 E WINNER RD	64052
241	27-140-19-11-00-0-00-000	FMC RENTAL PROPERTIES LLC	11106 E WINNER RD	INDEPENDENCE	MO	64052	11106 E WINNER RD	64052
242	27-140-19-12-00-0-00-000	FMC RENTAL PROPERTIES LLC	14400 E 42ND ST S STE 120INDEPENDENCE	<Null>	MO	64055	11108 E WINNER RD	64052
243	27-140-19-13-00-0-00-000	BENNETT A MOSSMAN LIVING TRUST DATED 02-23-2023	8530 LAMAR	OVERLAND PARK	KS	66207	11112 E WINNER RD	64052
244	27-140-19-14-00-0-00-000	FORD PROPERTY ENTERPRISES LLC	204 E GUDGELL AVE	INDEPENDENCE	MO	64055	1720 S STERLING AVE UNIT A	64052
245	27-140-19-15-00-0-00-000	DIETZ RICHARD W JR & FLOWERS AMBER M	9735 E WINNER RD	INDEPENDENCE	MO	64052	1716 S STERLING AVE	64052
246	27-140-19-16-00-0-00-000	OLAH SERENA-TRUST	1920 S VERMONT AVE	INDEPENDENCE	MO	64052	1714 S STERLING AVE	64052
247	27-140-19-17-00-0-00-000	816 REALTY LLC	PO BOX 11454	OVERLAND PARK	KS	66207	1708 S STERLING AVE	64052
248	27-140-19-18-00-0-00-000	FORD PROPERTY ENTERPRISES LLC	204 E GUDGELL AVE	INDEPENDENCE	MO	64055	1706 S STERLING AVE APT A	64052
249	27-140-19-20-00-0-00-000	ABDULQAADIR MUHAMMAD	7200 JAMES A REED RD	KANSAS CITY	MO	64133	1625 S HARVARD AVE	64052
250	27-140-19-21-00-0-00-000	JAMES WILEY ROSS SMITH & JODY SMITH REVOCABLE TRUST	1715 S HARVARD AVE	INDEPENDENCE	MO	64052	1715 S HARVARD AVE	64052
251	27-140-20-08-00-0-00-000	RAEDER DONNA L	1701 S HARRIS AVE	INDEPENDENCE	MO	64052	1701 S HARRIS AVE	64052
252	27-140-20-09-00-0-00-000	WILLIAMS SCOTTY L & GARALDINE	1705 S HARRIS	INDEPENDENCE	MO	64052	1705 S HARRIS AVE	64052
253	27-140-20-10-00-0-00-000	REID JAMES JOSEPH & DEBORAH LYNN-TRUS	17912 E FALL DR	INDEPENDENCE	MO	64055	1703 S HARRIS AVE	64052
254	27-140-20-11-00-0-00-000	VEACH BILLIE B & PERI L	1707 S HARRIS AVE	INDEPENDENCE	MO	64052	1707 S HARRIS AVE	64052
255	27-140-20-12-00-0-00-000	THOMAS AMY	1715 S HARRIS ST	INDEPENDENCE	MO	64052	1715 S HARRIS AVE	64052
256	27-140-20-13-00-0-00-000	KJW LLC	18611 E SALISBURY RD	INDEPENDENCE	MO	64056	1717 S HARRIS AVE	64052
257	27-140-20-14-00-0-00-000	IRON REALTY COMPANY LLC	1725 S HARRIS	INDEPENDENCE	MO	64052	1719 S HARRIS AVE	64052
258	27-140-20-15-00-0-00-000	IRON REALTY COMPANY LLC	1725 S HARRIS	INDEPENDENCE	MO	64052	11000 E WINNER RD	64052
259	27-140-20-16-00-0-00-000	LAWRENCE LYMAN R JR	11014 E WINNER RD	INDEPENDENCE	MO	64052	11014 E WINNER RD	64052

260	27-140-20-17-00-0-00-000	E & P INVESTMENT CO	4501 N HICKORY LN	KANSAS CITY	MO	64116	11016 E WINNER RD	64052
261	27-140-20-18-00-0-00-000	THREE TRAILS TRADING POST & OUTPOST LLC	715 S PARK ST	INDEPENDENCE	MO	64052	11020 E WINNER RD	64052
262	27-140-20-19-00-0-00-000	DAVIS MARK R & MCDONALD RANDY L	11026 E WINNER RD	INDEPENDENCE	MO	64052-3865	11026 E WINNER RD	64052
263	27-140-20-22-00-0-00-000	MARSHALL KEITH ALLEN & AMITY WELLER	1712 HARVARD	INDEPENDENCE	MO	64052	1712 S HARVARD AVE	64052
264	27-140-20-23-00-0-00-000	OSTLUND CAROL SUE	1710 HARVARD	INDEPENDENCE	MO	64052	1710 S HARVARD AVE	64052
265	27-140-20-24-00-0-00-000	ZEKE ENTERPRISES LLC	10702 W 130TH TER	OVERLAND PARK	KS	66213	1700 S HARVARD AVE	64052
266	27-140-20-25-00-0-00-000	NICHOLAS YAGAR JR & ELIA JUAREZ LIV TR	16458 BOLSA CHICO PMB 276	HUNTINGTON BEACH	CA	92649	1628 S HARVARD AVE	64052
267	27-140-20-28-00-0-00-000	LAWRENCE LYMAN R JR	11014 E WINNER RD	INDEPENDENCE	MO	64052-3865	1716 S HARVARD AVE	64052
268	27-140-21-13-00-0-00-000	THURMAN RICHARD G & ELIZABETH D	1701 APPLETON	INDEPENDENCE	MO	64052	1701 S APPLETON AVE	64052
269	27-140-21-14-00-0-00-000	THURMAN RICHARD G & ELIZABETH D	1701 APPLETON	INDEPENDENCE	MO	64052	1701 S APPLETON AVE	64052
270	27-140-21-17-00-0-00-000	ARF2 LLC	16657 E 23RD ST S STE 370	INDEPENDENCE	MO	64055	1707 S APPLETON AVE	64052
271	27-140-21-18-00-0-00-000	ARF2 LLC	PO BOX 1127	REDONDO BEACH	CA	90278	1707 S APPLETON AVE	64052
272	27-140-21-19-00-0-00-000	ORELLANA MIRNA FIGUEROA	1709 S APPLETON AVE	INDEPENDENCE	MO	64052	1709 S APPLETON AVE	64052
273	27-140-21-20-00-0-00-000	ISSARA REAL ESTATE LLC	13883 W 57TH ST	SHAWNEE	KS	66216	1709 S APPLETON AVE	64052
274	27-140-21-22-00-0-00-000	MONTACIE DEVELOPMENT CORP	10900 E WINNER RD	INDEPENDENCE	MO	64052	1717 S APPLETON AVE	64052
275	27-140-21-25-00-0-00-000	ENGLEWOOD PROPERTIES LLC	923 NE WOODS CHAPEL RD # 164	LEES SUMMIT	MO	64064	10914 E WINNER RD	64052
276	27-140-21-26-00-0-00-000	ENGLEWOOD PROPERTIES LLC	923 NE WOODS CHAPEL RD # 164	LEES SUMMIT	MO	64064	10922 E WINNER RD	64052
277	27-140-21-27-00-0-00-000	ENGLEWOOD PROPERTIES LLC	923 NE WOODS CHAPEL RD # 164	LEES SUMMIT	MO	64064	1722 S HARRIS AVE	64052
278	27-140-21-28-00-0-00-000	ENGLEWOOD PROPERTIES LLC	923 NE WOODS CHAPEL RD # 164	LEES SUMMIT	MO	64064	1718 S HARRIS AVE	64052
279	27-140-21-29-00-0-00-000	HAMPTON RICKY LEE	1716 S HARRIS AVE	INDEPENDENCE	MO	64052	1716 S HARRIS AVE	64052
280	27-140-21-30-00-0-00-000	GIBSON ROGER D & ALICE	1714 HARRIS	INDEPENDENCE	MO	64052	1714 S HARRIS AVE	64052
281	27-140-21-31-00-0-00-000	GIBSON ROGER D & ALICE	1714 HARRIS	INDEPENDENCE	MO	64052	1710 S HARRIS AVE	64052
282	27-140-21-32-00-0-00-000	SANTIBANEZ JOSE	704 E WALNUT ST	INDEPENDENCE	MO	64050	1704 S HARRIS AVE	64052
283	27-140-21-42-00-0-00-000	ENGLEWOOD PROPERTIES LLC	923 NE WOODS CHAPEL RD # 164	LEES SUMMIT	MO	64064	10912 1/2 E WINNER RD	64052
284	27-140-21-43-00-0-00-000	ENGLEWOOD PROPERTIES LLC	923 NE WOODS CHAPEL RD # 164	LEES SUMMIT	MO	64064	10910 E WINNER RD	64052
285	27-140-21-44-00-0-00-000	MONTACIE DEVELOPMENT CORP	10900 E WINNER RD	INDEPENDENCE	MO	64052	10900 E WINNER RD	64052
286	27-140-21-45-00-0-00-000	WARD NICHOLE M	1705 APPLETON AVE	INDEPENDENCE	MO	64052	1705 S APPLETON AVE	64052
287	27-210-15-23-00-0-00-000	SCHOOL DISTRICT OF THE CITY OF INDEPENDE	201 N FOREST AVE	INDEPENDENCE	MO	64050	1109 S ARLINGTON AVE	64053
288	27-210-19-32-00-0-00-000	FRYER BRANDON J	16514 E MECHANIC AVE	INDEPENDENCE	MO	64050	9508 E TRUMAN RD	64052
289	27-210-19-33-00-0-00-000	MANN DONALD D	3722 DAVIDSON RD	INDEPENDENCE	MO	64055	9510 E TRUMAN RD	64052
290	27-240-01-28-00-0-00-000	DUNCAN AMBER L	1524 S HOME AVE	INDEPENDENCE	MO	64052	1524 S HOME AVE	64052
291	27-240-02-05-00-0-00-000	HOPE HOUSE INC	9904 WINNER RD	INDEPENDENCE	MO	64052	9908 E WINNER RD	64052
292	27-240-05-02-00-0-00-000	9613 TRUMAN VIEW LLC	15621 W 87TH STREET # 191	LENEXA	KS	66219	9613 E TRUMAN RD UNIT 5	64052
293	27-240-05-03-00-0-00-000	KC HOMES GROUP LLC	PO BOX 19294	LENEXA	KS	66285	9611 E TRUMAN RD	64052
294	27-240-05-04-00-0-00-000	WALTER SUSAN JANE	116 S PLEASANT	INDEPENDENCE	MO	64050	9601 E TRUMAN RD	64052
295	27-240-05-05-00-0-00-000	FRYE YVONNE	9712 WINNER RD	INDEPENDENCE	MO	64052	9712 E WINNER RD	64052
296	27-240-05-06-00-0-00-000	DRESS CHRISTOPHER R & CHERYL A	13040 CATALINA DR	LEAWOOD	KS	66209	9716 E WINNER RD	64052
297	27-240-05-07-00-0-00-000	KING ROYAL REALTY LLC	904 NE SALA LN	BLUE SPRINGS	MO	64014	9720 E WINNER RD	64052
298	27-240-05-08-00-0-00-000	ODELL IRENE	9724 E WINNER RD	INDEPENDENCE	MO	64052	9724 E WINNER RD	64052
299	27-240-05-09-00-0-00-000	WIGGS RONNIE J & ELLEN A	9728 WINNER RD	INDEPENDENCE	MO	64052	9728 E WINNER RD	64052
300	27-240-05-10-00-0-00-000	BURTON GLENNIS FRED & LEAH FAY	9732 WINNER RD	INDEPENDENCE	MO	64052	9730 E WINNER RD	64052
301	27-240-05-11-00-0-00-000	BURTON GLENNIS FRED & LEAH FAY	9732 WINNER RD	INDEPENDENCE	MO	64052	9732 E WINNER RD	64052
302	27-240-05-12-00-0-00-000	WILSON JEREMY	9738 WINNER RD	INDEPENDENCE	MO	64052	9738 E WINNER RD	64052
303	27-240-05-13-00-0-00-000	SCHEMMER MARVIN T & JOYCE A	303 E HIGH DR	ODESSA	MO	64076	9742 E WINNER RD	64052
304	27-240-05-14-00-0-00-000	CARLSON ANNAMAY	18705 E 278TH	HARRISONVILLE	MO	64701	9744 E WINNER RD	64052
305	27-240-05-17-00-0-00-000	GREGG JOSEPH	9760 E WINNER RD	INDEPENDENCE	MO	64052	9760 E WINNER RD	64052
306	27-240-05-18-00-0-00-000	EGBERT NATALIE	9764 E WINNER RD	INDEPENDENCE	MO	64052	9764 E WINNER RD	64052
307	27-240-05-19-00-0-00-000	HOWARD ROBERT C & LINDA L	1264 S FRANKLIN DR	INDEPENDENCE	MO	64052	1264 S FRANKLIN DR	64052
308	27-240-05-20-00-0-00-000	TERRY RONALD	1262 S FRANKLIN DR	INDEPENDENCE	MO	64052	1262 S FRANKLIN DR	64052
309	27-240-05-21-00-0-00-000	DILLEY DONNA & CHARLES	4617 NORWOOD CT	KANSAS CITY	MO	64133	1260 S FRANKLIN DR	64052
310	27-240-05-22-00-0-00-000	LUJIN JEFFREY M	1258 S FRANKLIN DR	INDEPENDENCE	MO	64052	1258 S FRANKLIN DR	64052
311	27-240-05-25-00-0-00-000	REYES MANUEL	1254 S FRANKLIN DR	INDEPENDENCE	MO	64052	1254 S FRANKLIN DR	64052
312	27-240-05-26-00-0-00-000	BAUCH ROBERT L	1250 S FRANKLIN DR	INDEPENDENCE	MO	64052	1250 S FRANKLIN DR	64052
313	27-240-05-27-00-0-00-000	HERNANDES SEBASTIAN	1242 S FRANKLIN	INDEPENDENCE	MO	64052	1242 S FRANKLIN DR	64052
314	27-240-05-28-00-0-00-000	BROWN JAMES M	12210 LYNDEL CIR	INDEPENDENCE	MO	64052	1240 S FRANKLIN DR	64052
315	27-240-05-31-00-0-00-000	XYLOMEGA INVESTMENTS INC	7131 W 135TH ST STE 1116	OVERLAND PARK	KS	66223	1210 S FRANKLIN DR	64052
316	27-240-05-32-00-0-00-000	SCOTT HEATHER ANN	1212 S FRANKLIN DR	INDEPENDENCE	MO	64052	1212 S FRANKLIN DR	64052
317	27-240-05-33-00-0-00-000	LUJIN JEFFREY M	1258 S FRANKLIN DR	INDEPENDENCE	MO	64052	1256 S FRANKLIN DR	64052
318	27-240-05-34-00-0-00-000	FLOYD MATTHEW C LEIGHTON	12107 MARKHAM RD	INDEPENDENCE	MO	64052-2842	9752 E WINNER RD	64052
319	27-240-05-35-00-0-00-000	MEINERS DENNIS G	9756 E WINNER RD	INDEPENDENCE	MO	64052	9756 E WINNER RD	64052
320	27-240-06-03-00-0-00-000	D & S INVESTING LLC	9519 E TRUMAN RD	INDEPENDENCE	MO	64052	9519 E TRUMAN RD	64052
321	27-240-06-04-00-0-00-000	EUBANKS FRANCENE B	1525 S ARLINGTON AVE	INDEPENDENCE	MO	64052	9401 E TRUMAN RD	64052
322	27-240-06-05-00-0-00-000	PARKS JOHN D	1217 S GLENWOOD AVE	INDEPENDENCE	MO	64052	1215 S GLENWOOD AVE	64052
323	27-240-06-06-00-0-00-000	PARKS JOHN D	1217 S GLENWOOD AVE	INDEPENDENCE	MO	64052	1217 S GLENWOOD AVE	64052
324	27-240-06-19-00-0-00-000	CHAMBERS VANCE & AMY	9755 E WINNER RD	INDEPENDENCE	MO	64052	9755 E WINNER RD	64052

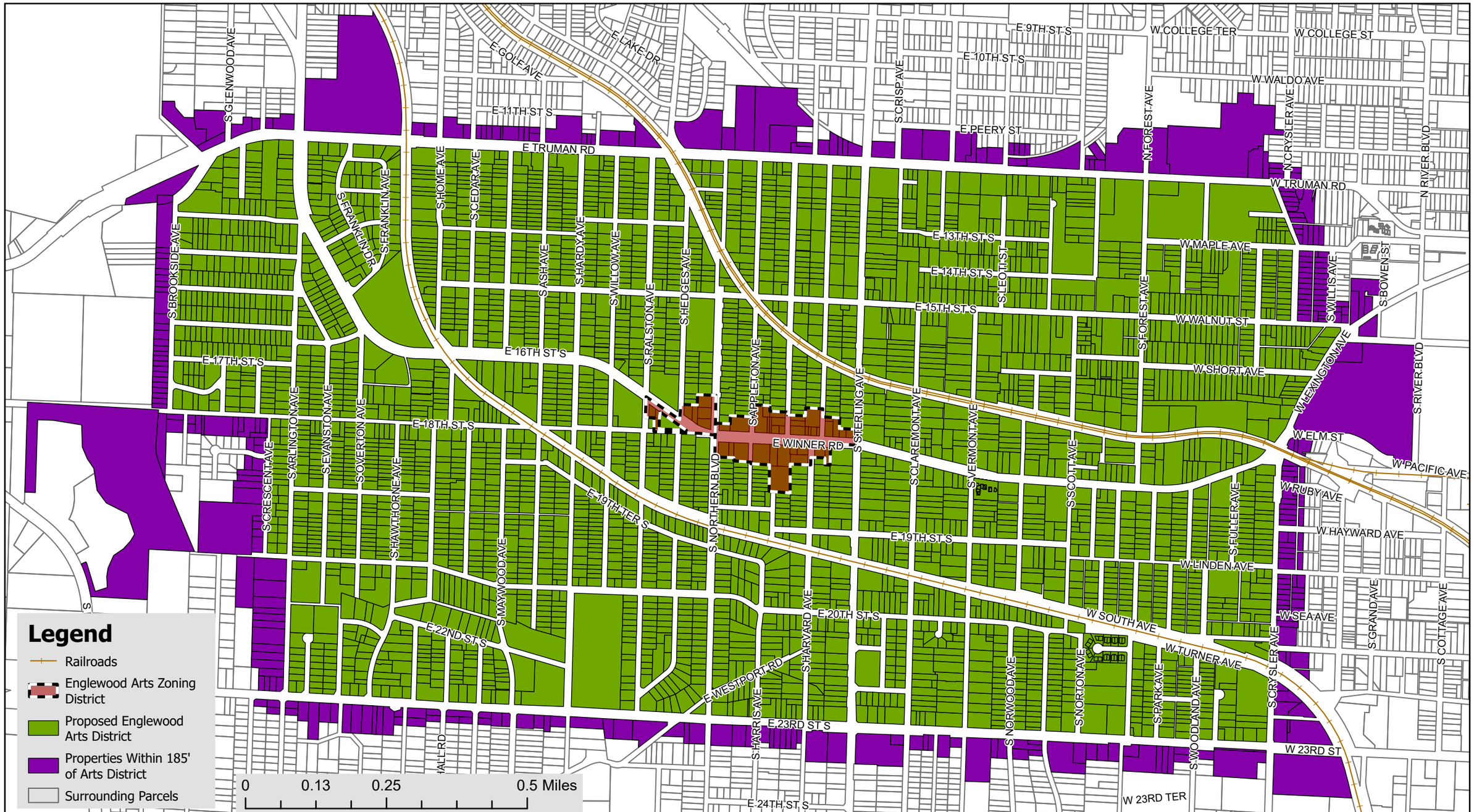
325	27-240-06-20-00-0-00-000	DANIEL CHRISTOPHER LEE	9753 WINNER RD	INDEPENDENCE	MO	64052	9753 E WINNER RD	64052
326	27-240-06-21-00-0-00-000	PYLE RANDALL LESLIE	9751 WINNER RD	INDEPENDENCE	MO	64052	9751 E WINNER RD	64052
327	27-240-06-22-00-0-00-000	PETERSON DIONNE M & SCHNEIDER BRIAN P	9735 E WINNER RD	INDEPENDENCE	MO	64052	9735 E WINNER RD	64052
328	27-240-06-23-00-0-00-000	LEAVEY TRACY	9733 E WINNER RD	INDEPENDENCE	MO	64052	9733 E WINNER RD	64052
329	27-240-06-24-00-0-00-000	KEARNEY BRIAN D & PEGGY S	9725 E WINNER RD	INDEPENDENCE	MO	64052	9725 E WINNER RD	64052
330	27-240-06-25-00-0-00-000	HATTLEY JAMISHA	9717 E WINNER RD	INDEPENDENCE	MO	64052	9717 E WINNER RD	64052
331	27-240-06-26-00-0-00-000	HATTLEY JAMISHA	9717 E WINNER RD	INDEPENDENCE	MO	64052	9541 E TRUMAN RD	64052
332	27-240-06-28-00-0-00-000	BE INDEPENDENCE LLC	9665 WILSHIRE BLVD STE 200	BEVERLY HILLS	CA	90212	9541 E TRUMAN RD	64052
333	27-240-06-29-00-0-00-000	COOPER PAUL M JR & EVELYN M	9516 E 13TH ST	INDEPENDENCE	MO	64052	9516 E 13TH ST S	64052
334	27-240-12-01-00-0-00-000	SCHMIDT EDWARD EUGENE	9525 E 13TH	INDEPENDENCE	MO	64052	9527 E 13TH ST S	64052
335	27-240-12-02-00-0-00-000	PORTER MICHELE	9525 E 13TH ST	INDEPENDENCE	MO	64052	9525 E 13TH ST S	64052
336	27-240-12-03-00-0-00-000	EBEL DANIEL	9523 E 13TH ST S	INDEPENDENCE	MO	64052	9523 E 13TH ST S	64052
337	27-240-12-34-00-0-00-000	NORTE GREG F & TIFFANY L	2128 WESTCHESTER WAY	THE VILLAGES	FL	32162	1330 S ARLINGTON AVE	64052
338	27-240-13-01-00-0-00-000	DEHOFF DOUGLAS O	1400 S FRANKLIN DR	INDEPENDENCE	MO	64052	1400 S FRANKLIN DR	64052
339	27-240-13-02-00-0-00-000	JCJ FALCO INVESTMENTS LLC	20197 E 42ND PL	DENVER	CO	80249	9828 E WINNER RD	64052
340	27-240-13-03-00-0-00-000	FABELA GERARDO J	9830 E WINNER RD	INDEPENDENCE	MO	64052	9830 E WINNER RD	64052
341	27-240-13-04-00-0-00-000	KEETON BRUCE GLENN	9836 E WINNER RD	INDEPENDENCE	MO	64052	9832 E WINNER RD	64052
342	27-240-13-05-00-0-00-000	KEETON BRUCE GLENN	9836 E WINNER RD	INDEPENDENCE	MO	64052	9836 E WINNER RD	64052
343	27-240-13-06-00-0-00-000	MULVANEY LINDA K	9844 E WINNER RD	INDEPENDENCE	MO	64052	9844 E WINNER RD	64052
344	27-240-13-07-00-0-00-000	TROUTWINE GOLDIE	9850 WINNER RD	INDEPENDENCE	MO	64052	9850 E WINNER RD	64052
345	27-240-13-08-00-0-00-000	MILLER CURTIS E AND SANDRA K	1408 S FRANKLIN DR	INDEPENDENCE	MO	64052	1408 S FRANKLIN DR	64052
346	27-240-13-09-00-0-00-000	TUTTLE ROBERT A	1406 FRANKLIN DR	INDEPENDENCE	MO	64052	1406 S FRANKLIN DR	64052
347	27-240-13-10-00-0-00-000	TANGEN MORGAN	1404 S FRANKLIN DR	INDEPENDENCE	MO	64052	1404 S FRANKLIN DR	64052
348	27-240-13-11-00-0-00-000	GUZMAN WENDELL & NATIVIDAD	1402 S FRANKLIN DR	INDEPENDENCE	MO	64052	1402 S FRANKLIN DR	64052
349	27-240-15-02-00-0-00-000	MERIDEL DEVELOPMENT LLC	17809 PENROSE LN	LENEXA	KS	66219	1501 S ARLINGTON AVE	64052
350	27-240-15-03-00-0-00-000	ROBERTS CLEDIS	1503 S ARLINGTON AVE	INDEPENDENCE	MO	64052-1973	1501 S ARLINGTON AVE	64052
351	27-240-15-04-00-0-00-000	JEFFERY CARISA	1505 S EVANSTON AVE	INDEPENDENCE	MO	64052	1505 S EVANSTON AVE	64052
352	27-240-15-05-00-0-00-000	DERONVILLE MISTO	1507 S EVANSTON AVE	INDEPENDENCE	MO	64052	1507 S EVANSTON AVE	64052
353	27-240-15-06-00-0-00-000	VAN LEEUWEN FELIX F & WANDA K	6405 PROCTOR ST	KANSAS CITY	MO	64133	1509 S EVANSTON AVE	64052
354	27-240-15-07-00-0-00-000	MIDWEST REALTY HOLDINGS LLC	7553 STATE AVE	KANSAS CITY	KS	66112	1511 S EVANSTON AVE	64052
355	27-240-15-08-00-0-00-000	YANKEE DAVID G	1515 S EVANSTON AVE	INDEPENDENCE	MO	64052	1515 S EVANSTON AVE	64052
356	27-240-15-09-00-0-00-000	HOOD LATRICE N	1529 S EVANSTON AVE	INDEPENDENCE	MO	64052	1529 S EVANSTON AVE	64052
357	27-240-15-10-00-0-00-000	ARF 6 LLC	16657 E 23RD ST S STE 370	INDEPENDENCE	MO	64055	1531 S EVANSTON AVE	64052
358	27-240-15-11-00-0-00-000	KRAMER HILARY EVE	1533 S EVANSTON AVE	INDEPENDENCE	MO	64052	1533 S EVANSTON AVE	64052
359	27-240-15-12-00-0-00-000	US BANK NA	1661 WORTHINGTON RD STE 100	WEST PALM BEACH	FL	33409	1535 S EVANSTON AVE	64052
360	27-240-15-13-00-0-00-000	DESHAW TIMOTHY A	1539 S EVANSTON AVE	INDEPENDENCE	MO	64052	1539 S EVANSTON AVE	64052
361	27-240-15-14-00-0-00-000	BIERIG JAMES L & COLLETTE S	9708 E 16TH ST	INDEPENDENCE	MO	64052	9708 E 16TH ST S	64052
362	27-240-15-15-00-0-00-000	ABBOTT-ALLEE CHRISTINA	9883-9882 WINNER RD	INDEPENDENCE	MO	64052	9885 E WINNER RD	64052
363	27-240-15-16-00-0-00-000	ABBOTT-ALLEE CHRISTINA	9883-9882 WINNER RD	INDEPENDENCE	MO	64052	9883 E WINNER RD	64052
364	27-240-15-17-00-0-00-000	SHIPERS MATTHEW TODD	9875 E WINNER RD	INDEPENDENCE	MO	64052	9875 E WINNER RD	64052
365	27-240-15-18-00-0-00-000	LUST RONALD J & JOYCE A	9867 E WINNER RD	INDEPENDENCE	MO	64052	9867 E WINNER RD	64052
366	27-240-15-19-00-0-00-000	HAYNES CHRISTOPHER M	9863 E WINNER RD	INDEPENDENCE	MO	64052	9863 E WINNER RD	64052
367	27-240-15-20-00-0-00-000	GRENFELL ELIZABETH & MILLER CHRISTOPHER	9859 E WINNER RD	INDEPENDENCE	MO	64052	9859 E WINNER RD	64052
368	27-240-15-21-00-0-00-000	RNR PROPERTIES LLC	4704 W 60TH TER	MISSION	KS	66205	9853 E WINNER RD APT B	64052
369	27-240-15-22-00-0-00-000	SCHEMMER MARVIN DUANE	9851 E WINNER RD	INDEPENDENCE	MO	64052	9851 E WINNER RD	64052
370	27-240-15-23-00-0-00-000	REYNOLDS MICHAEL R	9847 E WINNER RD	INDEPENDENCE	MO	64052	9847 E WINNER RD	64052
371	27-240-15-24-00-0-00-000	GEE GLORIA J	9843 E WINNER RD	INDEPENDENCE	MO	64052	9843 E WINNER RD	64052
372	27-240-15-25-00-0-00-000	HERNANDEZ DINORA LIZETH	9839 E WINNER RD	INDEPENDENCE	MO	64052	9839 E WINNER RD	64052
373	27-240-15-26-00-0-00-000	GRIMALDO JOSE G & HERNANDEZ MARIA M	9835 WINNER RD	INDEPENDENCE	MO	64052	9835 E WINNER RD	64052
374	27-240-15-27-00-0-00-000	MERIDEL DEVELOPMENT LLC	17809 PENROSE LN	LENEXA	KS	66219	9831 E WINNER RD	64052
375	27-240-15-28-00-0-00-000	BENTLEY STEPHANIE N	12385 W 7TH PL	GOLDEN	CO	80401	1321 S ARLINGTON AVE	64052
376	27-240-15-29-00-0-00-000	BENTLEY STEPHANIE N	12385 W 7TH PL	GOLDEN	CO	80401	1327 S ARLINGTON AVE	64052
377	27-240-15-30-00-0-00-000	BENTLEY STEPHANIE N	12385 W 7TH PL	GOLDEN	CO	80401	1401 S ARLINGTON AVE	64052
378	27-240-20-01-00-0-00-000	EIGHMY MARK A	2 HAWTHORNE PL	INDEPENDENCE	MO	64052	9910 E WINNER RD	64052
379	27-240-20-03-00-0-00-000	KAMAU ELLISHA	3 1/2 HAWETHORNE PL	INDEPENDENCE	MO	64052	3 1/2 HAWTHORNE PL	64052
380	27-240-20-04-00-0-00-000	THOMPSON TERRY B & SALLY A	5 HAWTHORNE PL	INDEPENDENCE	MO	64052	5 HAWTHORNE PL	64052
381	27-240-20-09-00-0-00-000	PACE MICHAEL C	7 HAWTHORNE PL	INDEPENDENCE	MO	64052	7 HAWTHORNE PL	64052
382	27-240-20-10-00-0-00-000	SMITH TODD & SUZANNE	9 HAWTHORNE PL	INDEPENDENCE	MO	64052	9 HAWTHORNE PL	64052
383	27-240-20-12-00-0-00-000	PETERSON GEORGE G	11 HAWTHORNE PL	INDEPENDENCE	MO	64052	11 HAWTHORNE PL	64052
384	27-240-20-20-00-0-00-000	EVANS CHARLES	7809 WESTRIDGE	RAYTOWN	MO	64138	1725 S HAWTHORNE CT	64052
385	27-240-20-21-00-0-00-000	VB ONE LLC	3500 PARK CENTER DR STE 100	DAYTON	OH	45414	1721 S HAWTHORNE CT	64052
386	27-240-20-24-00-0-00-000	EIGHMY MARK A-TRUSTEE	2 HAWTHORNE PL	INDEPENDENCE	MO	64052	2 S HAWTHORNE PL	64052
387	27-240-20-26-00-0-00-000	S&E REAL ESTATE INVESTMENTS LLC	2216 CLAY ST APT 1	SAN FRANCISCO	CA	94115	10 S HAWTHORNE PL	64052
388	27-240-20-27-00-0-00-000	VB ONE LLC	3500 PARK CENTER DR STE 100	DAYTON	OH	45414	NO ADDRESS ASSIGNED BY CITY	64052
389	27-240-20-28-00-0-00-000	S&E REAL ESTATE INVESTMENTS LLC	2216 CLAY ST APT 1	SAN FRANCISCO	CA	94115	4 S HAWTHORNE PL	64052

390	27-240-21-01-00-0-00-000	HYDER RICKY L & KRISTIE L	9715 E 16TH ST	INDEPENDENCE	MO	64052	9715 E 16TH ST S	64052
391	27-240-21-02-00-0-00-000	HEMRY BRETT A	1601 S EVANSTON	INDEPENDENCE	MO	64052	1601 S EVANSTON AVE	64052
392	27-240-21-18-00-0-00-000	ELLIOTT JAMES D & ELIZABETH L	1708 S OVERTON AVE	INDEPENDENCE	MO	64052	1708 S OVERTON AVE	64052
393	27-240-21-19-00-0-00-000	BOTELLO VIRGINIA L	1700 SE 51ST ST	OKLAHOMA CITY	OK	73129	1706 S OVERTON AVE	64052
394	27-240-21-20-00-0-00-000	GERLT CHRISTOPHER LEE	1702 S OVERTON AVE	INDEPENDENCE	MO	64052	1702 S OVERTON AVE	64052
395	27-240-21-21-00-0-00-000	GLANTSCHNIG CONSTANCE	1700 S OVERTON AVE	INDEPENDENCE	MO	64052	1700 S OVERTON AVE	64052
396	27-240-21-22-00-0-00-000	MCGRAW MARILYN S	1624 S OVERTON AVE	INDEPENDENCE	MO	64052	1624 S OVERTON AVE	64052
397	27-240-21-23-00-0-00-000	DANCE GREGORY M & TERRI R	1620 S OVERTON AVE	INDEPENDENCE	MO	64052	1620 S OVERTON AVE	64052
398	27-240-21-24-00-0-00-000	HINOJOSA EMILIO & ANN	1616 S OVERTON AVE	INDEPENDENCE	MO	64052	1616 S OVERTON AVE	64052
399	27-240-27-01-00-0-00-000	1 HAWTHORNE PLACE LLC	1624 N GATEWOOD ST	WICHITA	KS	67206	1 HAWTHORNE PL	64052
400	27-240-27-02-00-0-00-000	SOVEREIGN GRACE CHURCH OF RAYTOWN	9901 WINNER RD	INDEPENDENCE	MO	64052	9901 E WINNER RD	64052
401	27-240-27-03-00-0-00-000	RS RENTAL I LLC	31 HUDSON YARDS FLOOR 11	NEW YORK	NY	10001	1633 S OVERTON AVE	64052
402	27-610-01-01-00-0-00-000	FMC RENTAL PROPERTIES LLC	14400 E 42ND ST STE 120	INDEPENDENCE	MO	64055	11408 E WINNER RD	64052
403	27-610-01-02-00-0-00-000	DUMONT RAYMOND	11404 E WINNER RD	INDEPENDENCE	MO	64052	11404 E WINNER RD	64052
404	27-610-02-01-00-0-00-000	STEGEMAN JOSEPH A & NANCY L	11328 E WINNER RD	INDEPENDENCE	MO	64052	11328 E WINNER RD	64052
405	27-610-02-02-00-0-00-000	SUTTON DAWN L	11318 WINNER RD	INDEPENDENCE	MO	64052	11318 E WINNER RD	64052
406	27-610-02-03-00-0-00-000	DANA M SUTTON TRUST AGREEMENT (07/11/1989)	11312 WINNER RD	INDEPENDENCE	MO	64052	11312 E WINNER RD	64052
407	27-610-02-04-00-0-00-000	JORDAN CRAIG & JAIME	10617 N 39TH WAY	PHOENIX	AZ	85028	11306 E WINNER RD APT A	64052
408	27-610-02-05-00-0-00-000	HARDIN DARRELL	5633 BYRAMS FORD RD	KANSAS CITY	MO	64129	11302 E WINNER RD	64052
409	27-610-03-02-00-0-00-000	CATO JENNIFER L	11224 E WINNER RD	INDEPENDENCE	MO	64052	11224 E WINNER RD	64052
410	27-610-04-03-00-0-00-000	JACKSON CAMMIE S	10809 WINNER RD	INDEPENDENCE	MO	64052	10809 E WINNER RD	64052
411	27-610-04-04-00-0-00-000	HUFF MICHAEL J & TAMARA	16501 E GEORGE FRANKLYN DR	INDEPENDENCE	MO	64055	10801 E WINNER RD	64052
412	27-610-04-05-00-0-00-000	GEORGE BOBBY JOE	1809 S NORTHERN BLVD	INDEPENDENCE	MO	64052	1809 S NORTHERN BLVD	64052
413	27-610-04-06-00-0-00-000	STEWARDSHIP PORTFOLIO LLC	7215 TROOST AVE	KANSAS CITY	MO	64131	1813 S NORTHERN BLVD	64052
414	27-610-04-07-00-0-00-000	BENNETT JAMES A	1817 S NORTHERN	INDEPENDENCE	MO	64052	1817 S NORTHERN BLVD	64052
415	27-610-04-08-00-0-00-000	CAIN PROPERTIES LLC	<Null>	<Null>	<Null>	<Null>	1821 S NORTHERN BLVD	64052
416	27-610-04-09-00-0-00-000	STEINMEYER KANA L	1823 S NORTHERN BLVD	INDEPENDENCE	MO	64052	1823 S NORTHERN BLVD	64052
417	27-610-04-19-00-0-00-000	BANG OHHYUN	1826 APPLETON AVE	INDEPENDENCE	MO	64052	1826 S APPLETON AVE	64052
418	27-610-04-20-00-0-00-000	MAGENS BAY LLC	14412 S WHIPPOORWILL AVE	GREENWOOD	MO	64034	1824 S APPLETON AVE	64052
419	27-610-04-21-00-0-00-000	LARA CASSANDRA G	1822 APPLETON AVE	INDEPENDENCE	MO	64052	1822 S APPLETON AVE	64052
420	27-610-04-22-00-0-00-000	STEWARDSHIP PORTFOLIO LLC	7215 TROOST AVE	KANSAS CITY	MO	64131	1820 S APPLETON AVE	64052
421	27-610-04-25-00-0-00-000	HASTING HOLDINGS LLC	2528 NE ANGEL FISH PL	LEES SUMMIT	MO	64086	10815 E WINNER RD	64052
422	27-610-05-01-02-0-00-000	DILLON JOHN R	2504 SW STILL MEADOWS LN	BLUE SPRINGS	MO	64015	1802 S HARVARD AVE	64052
423	27-610-05-03-00-0-00-000	WILLIAMS WADE H III-TRUSTEE	13001 WORNALL RD	KANSAS CITY	MO	64145	10923 E WINNER RD	64052
424	27-610-05-04-01-0-00-000	WILLIAMS WADE III TRUSTEE	13001 WORNALL RD	KANSAS CITY	MO	64145	10917 E WINNER RD	64052
425	27-610-05-04-02-0-00-000	WILLIAMS WADE H III-TRUSTEE	13001 WORNALL RD	KANSAS CITY	MO	64145	NO ADDRESS ASSIGNED BY CITY	64052
426	27-610-05-05-00-0-00-000	ENGLEWOOD ARTS	10900 E WINNER RD	INDEPENDENCE	MO	64052	10901 E WINNER RD	64052
427	27-610-05-06-00-0-00-000	SHORT MICHAEL & ANN-TRUSTEES	17500 NE COLE WITTER RD	BATTLE GROUND	WA	98604	1817 S APPLETON AVE	64052
428	27-610-05-07-00-0-00-000	SMITH TRESSIE L	1819 APPLETON	INDEPENDENCE	MO	64052	1819 S APPLETON AVE	64052
429	27-610-05-08-00-0-00-000	CREATIVE HOME BUYING EXPERTS LLC	4600 S SYRACUSE ST FL 9	DENVER	CO	80237	1821 S APPLETON AVE	64052
430	27-610-05-09-00-0-00-000	SCHAFFER RICHARD D	1823 APPLETON	INDEPENDENCE	MO	64052	1823 S APPLETON AVE	64052
431	27-610-05-10-00-0-00-000	STEWART FOREST	1825 APPLETON AVE	INDEPENDENCE	MO	64052	1825 S APPLETON AVE	64052
432	27-610-05-11-00-0-00-000	NOLEY HOMER R	1827 APPLETON	INDEPENDENCE	MO	64052	1827 S APPLETON AVE	64052
433	27-610-05-12-00-0-00-000	OHMART NATIANNA G	1829 APPLETON AVE	INDEPENDENCE	MO	64052	1829 S APPLETON AVE	64052
434	27-610-05-13-00-0-00-000	ATKINSON MARILYN K	1831 APPLETON	INDEPENDENCE	MO	64052	1831 S APPLETON AVE	64052
435	27-610-05-14-00-0-00-000	KELLEHER JOHN ANTHONY JR	1833 APPLETON AVE	INDEPENDENCE	MO	64052	1833 S APPLETON AVE	64052
436	27-610-05-15-00-0-00-000	EQUITY TR CO CUST FBO ACCT# 42795 IRA	13307 PARK HILLS DR	GRANDVIEW	MO	64030	10912 E 19TH ST S	64052
437	27-610-05-16-00-0-00-000	HERMAN HAROLD R JR	3603 S BUCKNER TARSNEY RD	GRAIN VALLEY	MO	64029	1831 S HARRIS AVE	64052
438	27-610-05-17-00-0-00-000	ISAACSON TRACEY D	1833 S HARRIS	INDEPENDENCE	MO	64052	1833 S HARRIS AVE	64052
439	27-610-05-18-00-0-00-000	ASHMORE KENNETH W & NORMA J	1835 S HARRIS AVE	INDEPENDENCE	MO	64052	1835 S HARRIS AVE	64052
440	27-610-05-19-00-0-00-000	ALPINE CAPITAL HOLDINGS LLC	11908 E NEWBURY LN	INDEPENDENCE	MO	64052	1837 S HARRIS AVE	64052

441	27-610-05-24-00-0-00-000	FIELDS FRANCES A & JANET F	1846 HARVARD AVE	INDEPENDENCE	MO	64052	1846 S HARVARD AVE	64052
442	27-610-05-25-00-0-00-000	SHEETS RALPH P JR & SANDRA S	1844 S HARVARD	INDEPENDENCE	MO	64052	1844 S HARVARD AVE	64052
443	27-610-05-26-00-0-00-000	RODDY ERIC & JESSICA	1840 HARVARD AVE	INDEPENDENCE	MO	64052	1840 S HARVARD AVE	64052
444	27-610-05-27-00-0-00-000	TAYLOR LUKE	1836 HARVARD AVE	INDEPENDENCE	MO	64052	1836 S HARVARD AVE	64052
445	27-610-05-28-00-0-00-000	SALL EMILY	1830 HARVARD AVE	INDEPENDENCE	MO	64052	1830 S HARVARD AVE	64052
446	27-610-05-29-00-0-00-000	MCCORMICK CONNIE	1824 HARVARD	INDEPENDENCE	MO	64052	1824 S HARVARD AVE	64052
447	27-610-05-30-00-0-00-000	DIECKMAN KELLY S	1822 HARVARD AVE	INDEPENDENCE	MO	64052	1822 S HARVARD AVE	64052
448	27-610-05-31-00-0-00-000	JOHNSON BRIAN D & SARAH A	1819 N CHATHAM CIR	KANSAS CITY	MO	64154	1810 S HARVARD AVE	64052
449	27-610-05-32-00-0-00-000	AMERICAS FAMILY LEARNING CENTER	1808 HARVARD	INDEPENDENCE	MO	64052	1808 S HARVARD AVE	64052
450	27-610-05-35-00-0-00-000	BAMBAM TRUST DATED 02-23-2023	8530 LAMAR	OVERLAND PARK	KS	66207	11025 E WINNER RD	64052
451	27-610-06-01-00-0-00-000	WOOD OAKS INC	PO BOX 520049	INDEPENDENCE	MO	64052	1804 S STERLING AVE	64052
452	27-610-06-02-00-0-00-000	RATZEL JOAN A	32 GARRISON RD	WILLIAMSVILLE	NY	14221	11109 E WINNER RD	64052
453	27-610-06-03-00-0-00-000	BEAUREGARD MICHAEL J & TERRI A	11105 WINNER RD	INDEPENDENCE	MO	64052	11105 E WINNER RD	64052
454	27-610-06-04-00-0-00-000	MARTINEZ GLORIA	702 S CRYSLER AVE	INDEPENDENCE	MO	64052	1811 S HARVARD AVE	64052
455	27-610-06-05-00-0-00-000	COOMES BRANDON T	1815 S HARVARD AVE	INDEPENDENCE	MO	64052	1815 S HARVARD AVE	64052
456	27-610-06-06-00-0-00-000	HAYES CLAYTON & HARTWIG HAYES MEGAN K	1825 HARVARD AVE	INDEPENDENCE	MO	64052	1825 S HARVARD AVE	64052
457	27-610-06-07-00-0-00-000	GRIBBLER JAMES & DARLENE	1827 HARVARD AVE	INDEPENDENCE	MO	64052	1827 S HARVARD AVE	64052
458	27-610-06-20-00-0-00-000	RAYSIK BARBARA ANN	1826 S S STERLING AVE	INDEPENDENCE	MO	64054	1826 S STERLING AVE	64052
459	27-610-06-21-00-0-00-000	CARMICHAEL JAMES D & JULIE M	1814 STERLING AVE	INDEPENDENCE	MO	64052	1814 S STERLING AVE	64052
460	27-610-06-26-00-0-00-000	ROBINSON PHILLIP LEE	1808 S STERLING AVE	INDEPENDENCE	MO	64052	1808 S STERLING AVE	64052
461	27-610-07-01-00-0-00-000	GENTRY & COMPANY LLC	5516 NE SUNSHINE DR	LEES SUMMIT	MO	64064	1802 S CLAREMONT AVE	64052
462	27-610-07-02-00-0-00-000	ALLEN HARRY F	11213 E WINNER RD	INDEPENDENCE	MO	64052	11213 E WINNER RD	64052
463	27-610-07-03-00-0-00-000	BUTLER PATRICIA D	11211 E WINNER RD	INDEPENDENCE	MO	64052	11211 E WINNER RD	64052
464	27-610-07-04-00-0-00-000	LANGEWISCH BRENDA K & CURTIS N	1600 W LEXINGTON AVE	INDEPENDENCE	MO	64052	1801 S STERLING AVE	64052
465	27-610-07-05-00-0-00-000	DEARING BETSY A	1809 S STERLING AVE	INDEPENDENCE	MO	64052	1809 S STERLING AVE	64052
466	27-610-07-06-00-0-00-000	BONNER STANLEY W	1813 S STERLING AVE	INDEPENDENCE	MO	64052	1813 S STERLING AVE	64052
467	27-610-07-07-00-0-00-000	GOODMAN FLOYD	3309 S EMERY ST	INDEPENDENCE	MO	64055	1817 S STERLING AVE	64052
468	27-610-07-23-00-0-00-000	COLLINS LAUREN	1814 S CLAREMONT AVE	INDEPENDENCE	MO	64052	1814 S CLAREMONT AVE	64052
469	27-610-07-24-00-0-00-000	OZ POSITIVE LLC	6363 ROCKHILL RD	KANSAS CITY	MO	64131	1810 S CLAREMONT AVE	64052
470	27-610-08-01-00-0-00-000	VILLATORO DELMY	11327 E WINNER RD	INDEPENDENCE	MO	64052	11327 E WINNER RD	64052
471	27-610-08-02-00-0-00-000	NICHOLAS YAGAR JR & ELIA JUAREZ LIV TR	16458 BOLSA CHICO PMB 276	HUNTINGTON BEACH	CA	92649	11323 E WINNER RD	64052
472	27-610-08-03-00-0-00-000	NICHOLAS YAGAR JR & ELIA JUAREZ LIV TR	16458 BOLSA CHICO PMB 276	HUNTINGTON BEACH	CA	92649	11319 E WINNER RD	64052
473	27-610-08-04-00-0-00-000	TAYLOR BRANDI	11317 E WINNER RD	INDEPENDENCE	MO	64052	11317 E WINNER RD	64052
474	27-610-08-08-00-0-00-000	BRISBIN NICHOLAS F	5040 NE MAYBROOK RD	LEES SUMMIT	MO	64064	11305 E WINNER RD	64052
475	27-610-08-09-00-0-00-000	RANDALL JOHNNY A & LINDA L-TRUSTEES	11303 E WINNER RD	INDEPENDENCE	MO	64052	11303 E WINNER RD	64052
476	27-610-08-10-00-0-00-000	CONSIGLIO MICHAEL	20618 W 125TH TER	OLATHE	KS	66061	1803 S CLAREMONT AVE	64052
477	27-610-08-11-00-0-00-000	ALLRED MARK EDWARD & PATTI KAY	1819 S CLAREMONT AVE	INDEPENDENCE	MO	64052	1819 S CLAREMONT AVE	64052
478	27-610-08-25-00-0-00-000	VT COURTS LLC	4102 N HARRISON AVE	KANSAS CITY	MO	64116	1810 S VERMONT AVE APT 1	64052
479	27-610-08-26-00-0-00-000	QUALITY SERVICE OF KC LLC	PO BOX 212	BLUE SPRINGS	MO	64013	1806 S VERMONT AVE APT 1	64052
480	27-610-08-27-00-0-00-000	ZARAGOZA ANTONIO	11311 E WINNER RD	INDEPENDENCE	MO	64052	11311 E WINNER RD	64052
481	27-610-09-11-00-0-00-000	SERRANO ENA	1833 S VERMONT	INDEPENDENCE	MO	64052	1833 S VERMONT AVE	64052
482	27-610-09-12-01-0-00-000	WINTERMONT CONDOMINIUMS ASSOCIATION	11405 WINNER RD	INDEPENDENCE	MO	64052	CA RESIDENTIAL	64052
483	27-610-09-12-01-0-01-001	VERBRUGGE PAUL E	11403 WINNER RD	INDEPENDENCE	MO	64052	11403 E WINNER RD	64052
484	27-610-09-12-01-0-01-002	GINNINGS SANDRA L	11401 E WINNER RD	INDEPENDENCE	MO	64052	11401 E WINNER RD	64052
485	27-610-09-12-01-0-01-003	STUEVE H ERIC & ALICE A	1801 S VERMONT AVE	INDEPENDENCE	MO	64052	1801 S VERMONT AVE	64052
486	27-610-09-12-01-0-01-004	LANG RONALD C & VICTORIA MARIE	1805 S VERMONT AVE	INDEPENDENCE	MO	64052	1805 S VERMONT AVE	64052
487	27-610-09-12-01-0-01-005	WYATT ELLIOTT J	1809 S VERMONT	INDEPENDENCE	MO	64052	1809 S VERMONT AVE	64052
488	27-610-09-12-01-0-02-001	HEADLEE MAX	11405 WINNER RD	INDEPENDENCE	MO	64052	11405 E WINNER RD	64052
489	27-610-09-12-01-0-02-002	BAKER JANA S	11407 E WINNER RD	INDEPENDENCE	MO	64052	11407 E WINNER RD	64052
490	27-610-09-12-01-0-02-003	LARSON THEODORE	11409 WINNER RD	INDEPENDENCE	MO	64052	11409 E WINNER RD	64052
491	27-620-01-01-00-0-00-000	NORTHERN BLVD UNITED METHODIST CHURCH	1800 S NORTHERN BLVD	INDEPENDENCE	MO	64052	1800 S NORTHERN BLVD	64052
492	27-620-01-02-00-0-00-000	NOTHERN BLVD UNITED METHODIST CHURCH	1800 S NORTHERN	INDEPENDENCE	MO	64052	1801 S NORTHERN BLVD	64052
493	27-620-01-03-00-0-00-000	NORTHERN BLVD UNITED METHODIST	1800 S NORTHERN BLVD	INDEPENDENCE	MO	64052	1805 S HEDGES AVE	64052
494	27-620-01-21-00-0-00-000	BAILEY SHELBY & VERONICA	1818 S NORTHERN BLVD	INDEPENDENCE	MO	64052	1818 S NORTHERN BLVD	64052
495	27-620-01-22-00-0-00-000	COLON-MEJIA ADELAIDA	1816 S NORTHERN BLVD	INDEPENDENCE	MO	64052	1816 S NORTHERN BLVD	64052
496	27-620-01-23-00-0-00-000	BARRY MICHAEL E	1814 S NORTHERN BLVD	INDEPENDENCE	MO	64052	1814 S NORTHERN BLVD	64052
497	27-620-02-01-00-0-00-000	BUCKALLEW KATHERINE D & MUSSELMAN TAYLOR	10617 E 18TH ST S	INDEPENDENCE	MO	64052	10617 E 18TH ST S	64052
498	27-620-02-02-00-0-00-000	CONNER WILLIAM J & CHERYL A	10611 E 18TH ST	INDEPENDENCE	MO	64052	10611 E 18TH ST S	64052
499	27-620-02-03-00-0-00-000	CONTRERAS MACARIO	16104 E 30TH ST S	INDEPENDENCE	MO	64055	10605 E 18TH ST S	64052
500	27-620-02-04-00-0-00-000	DODGE MARTHA	10601 E 18TH ST S	INDEPENDENCE	MO	64052	10601 E 18TH ST S	64052
501	27-620-02-05-00-0-00-000	GERLT APRIL L	1809 S RALSTON AVE	INDEPENDENCE	MO	64052	1809 S RALSTON AVE	64052
502	27-620-02-06-00-0-00-000	ORHAN ONUR	1811 S RALSTON AVE	INDEPENDENCE	MO	64052	1811 S RALSTON AVE	64052
503	27-620-02-20-00-0-00-000	BROWN JAMES M	12210 LYNDEL CIR	INDEPENDENCE	MO	64052	1808 S HEDGES AVE	64052
504	27-620-03-01-00-0-00-000	RAMOS VICTOR & MICHELLE BOLANOS	1800 S RALSTON	INDEPENDENCE	MO	64052	1800 S RALSTON AVE	64052

INDEPENDENCE
MISSOURI

Proposed Englewood Arts District Overlay



Appendix C - Property Owner Notification Affidavit

STATE OF MISSOURI

COUNTY OF JACKSON

Case No. 24-100-21

I, Teresa Dorsch, 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 9th day of August, 20 24.

Signature of Agent, Owner or Attorney

Subscribed and sworn to before me this 20th day of August, 2024.

Marguerite Karnes
Notary Public

MARGUERITE KARNES
Notary Public-Notary Seal
STATE OF MISSOURI
Jackson County
My Commission Expires: 8/4/2025
Commission # 21262385

08/04/2025
Commission Expiration Date

Appendix C - Property Owner Notification Affidavit

STATE OF MISSOURI

COUNTY OF JACKSON

Case No. 24-100-21

I, Teresa Dorsch, 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 the subject property. **The list of property owners to whom notice has been mailed is attached.**

These notices were mailed on the 3rd day of August, 2024.

Signature of Agent, Owner or Attorney

Subscribed and sworn to before me this 20th day of August, 2024.

Marguerite Karnes
Notary Public

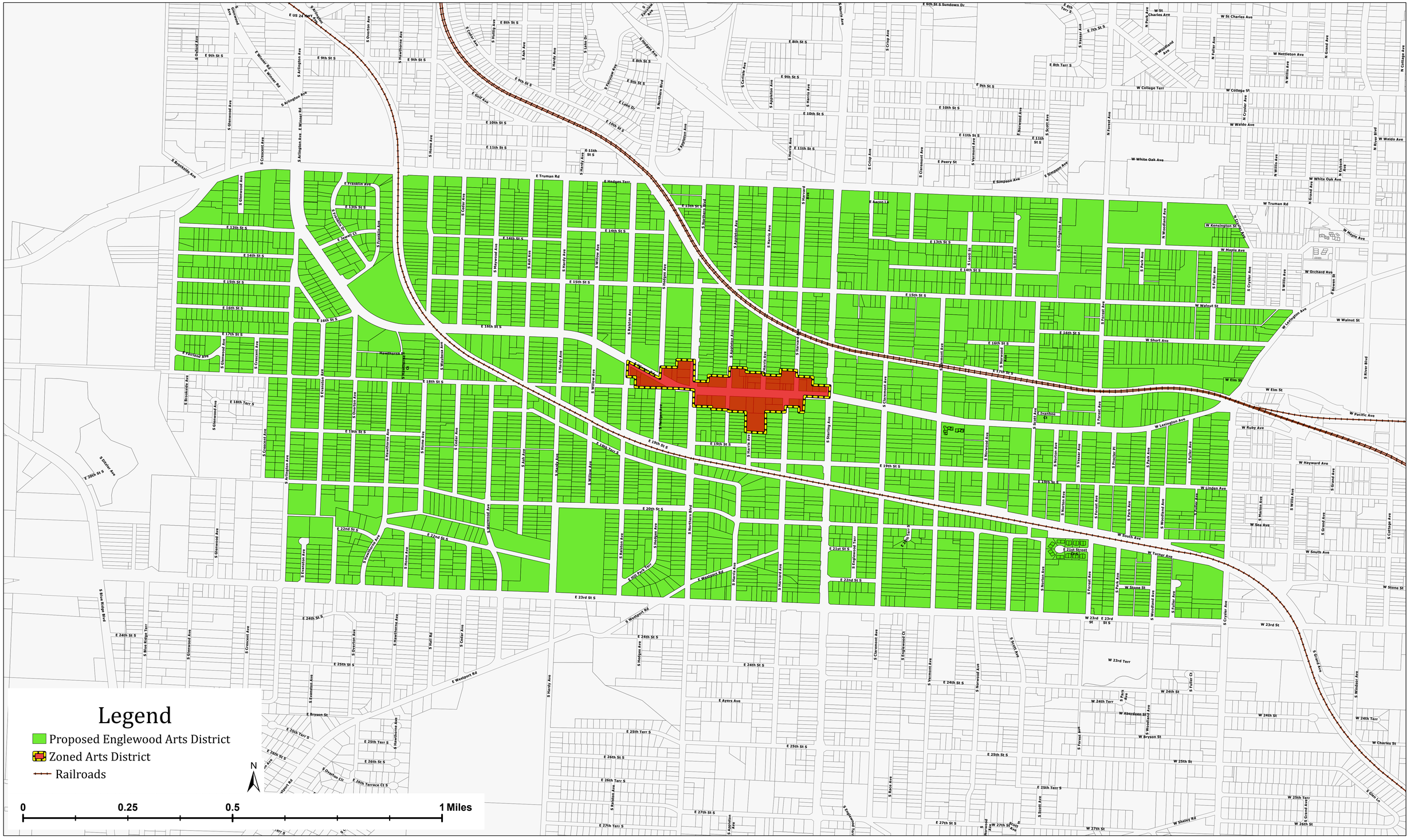
MARGUERITE KARNES
Notary Public-Notary Seal
STATE OF MISSOURI
Jackson County
My Commission Expires: 8/4/2025
Commission # 21262385

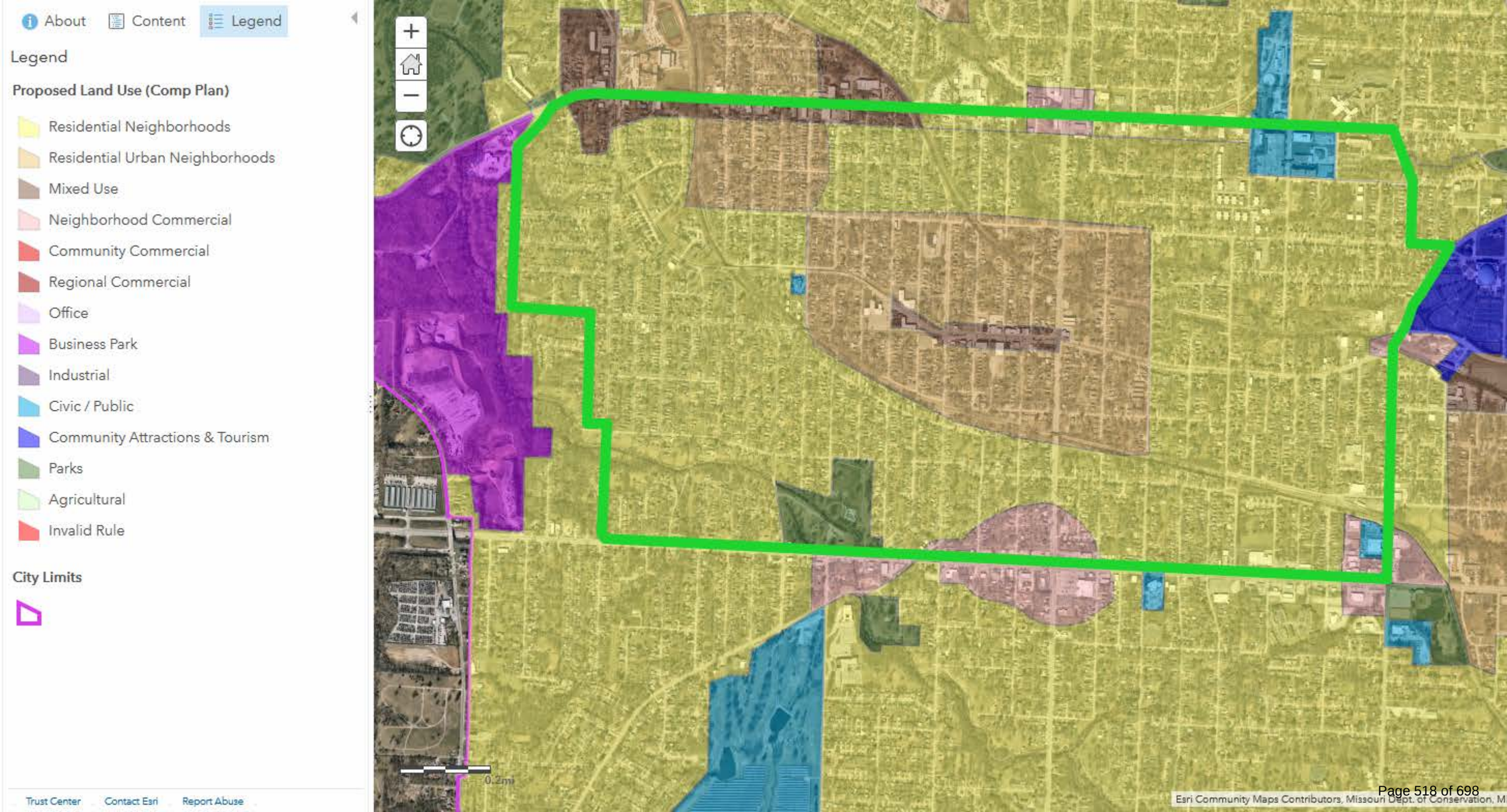
08/04/2025
Commission Expiration Date

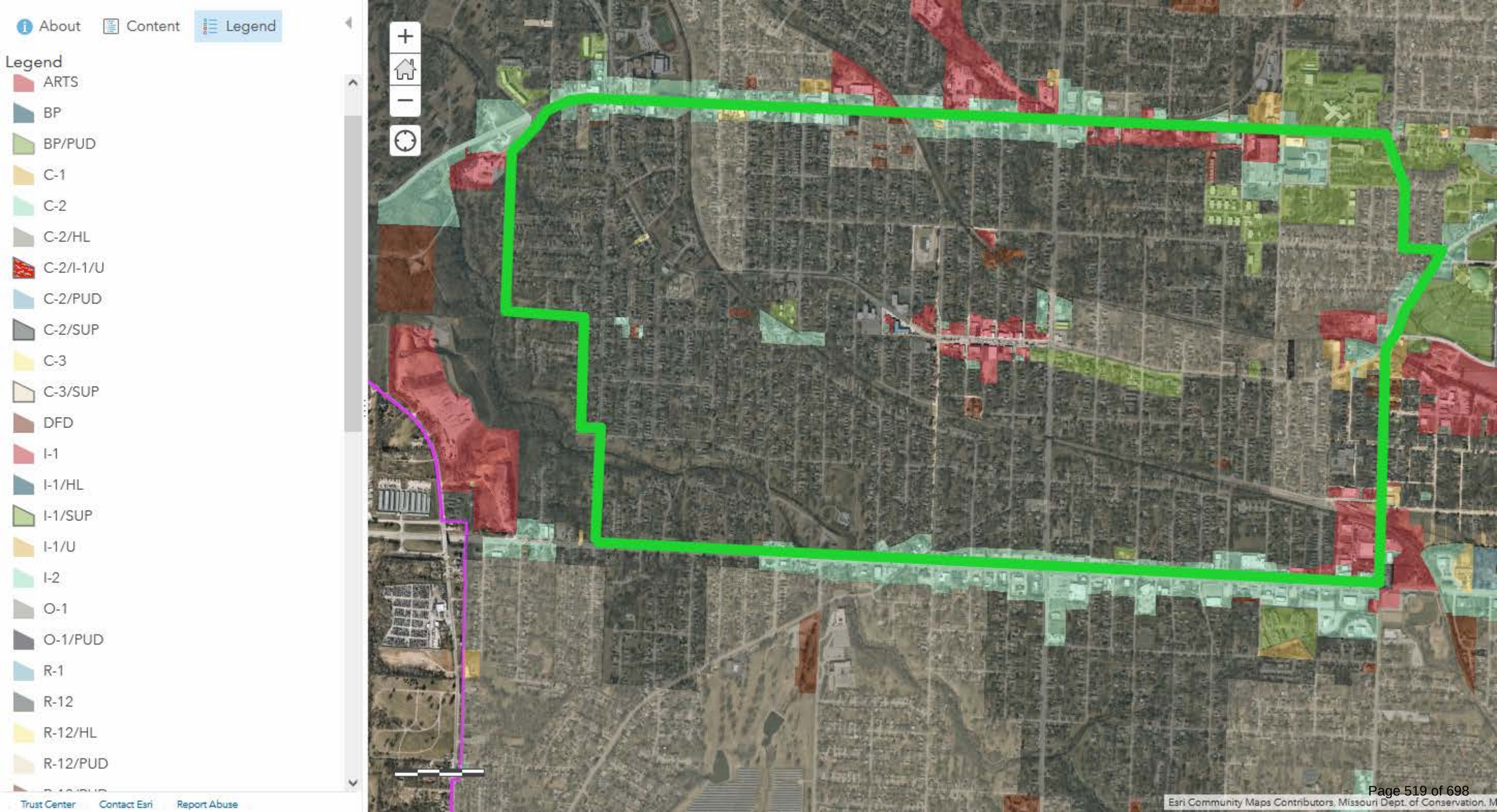
INDEPENDENCE
MISSOURI

Proposed Englewood Arts Overlay District

September 2023




About
Content
Legend
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 Attractions & Tourism
Parks
Agricultural
Invalid Rule
City Limits
0.2mi
Trust Center
Contact Esri
Report Abuse
Esri Community Maps Contributors, Missouri Dept. of Conservation, M


About
Content
Legend
Legend
ARTS
BP
BP/PUD
C-1
C-2
C-2/HL
C-2/I-1/U
C-2/PUD
C-2/SUP
C-3
C-3/SUP
DFD
I-1
I-1/HL
I-1/SUP
I-1/U
I-2
O-1
O-1/PUD
R-1
R-12
R-12/HL
R-12/PUD
Trust Center
Contact Esri
Report Abuse
Esri Community Maps Contributors, Missouri Dept. of Conservation, M

INDEPENDENCE
MISSOURI
A GREAT AMERICAN STORY

Planning Commission Minutes

August 27, 2024 6:00 PM

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

CALL TO ORDER

A meeting of the Planning Commission was held at 6:00 PM on 8/27/2024, in the 111 E Maple Avenue City Council Chambers, Independence, MO 64050. The meeting was called to order.

ROLL CALL

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

CONSENT AGENDA

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

Motion

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

1. **Planning Commission Minutes – August 13, 2024**

PUBLIC HEARINGS

1. **Case 24-175-07 – UDO Amendment #70 - Englewood Arts Overlay District** (EAOD) – The City proposes Amendment #70 of the Unified Development Ordinance pertaining to the creation of the Englewood Arts Overlay District.

Staff Presentation

Tom Scannell described what an overlay district is, a planning tool used to create a zoning layer that goes over the top of the base zoning. These are typically used to supplement or supersede the underlying base zoning districts. They may share common zoning boundaries, include or cross multiple zoning boundaries, and are used by cities across the United States.

The purpose of this District is to promote a robust and sustainable mixed-income neighborhood. To sustain great neighborhoods that are safe, walkable and include a mixture of densities and designs encouraging interaction among neighbors. This Overlay District has a focus on housing. It introduces two concepts to encourage revitalization of neighborhoods as well as promote infill housing to include Accessory Dwelling Units (ADU's) and Cottage Neighborhood Cluster. Additional components to include are limiting negative uses such as Payday loans, pawn shops and tow lots, etc. within their neighborhoods.

An accessory dwelling unit (ADU) is a small secondary housing structure located on the lot with a larger primary dwelling. Although they can be known by other names such as granny flat, carriage house, backyard cottage, among others, ADU's are distinguished from other types of accessory buildings in that they must have a separate kitchen, living space, and entrance from the main house.

Mr. Scannell explained the Englewood Arts Overlay District intends to allow accessory dwelling units (ADU's) subject to the following conditions:

- Detached Accessory Dwelling Units are only allowed.
- Minimum/Maximum size limitations. The ADU cannot be smaller than 300 square feet nor larger than 900 square feet. However, an ADU larger than 900 square feet can seek a special use permit.
- Maximum number of ADU's. The maximum number of ADU's is limited to 1 per lot. It would allow more than 1 ADU on a larger lot but only with approval of a special use permit.
- Requires a minimum separation from the primary residence.
- Requires minimum setback from property lines.
- Limits the maximum height to 35 feet.
- Requires 1 parking space for an ADU.
- Prohibits the sale of the ADU separately from the primary residence.
- Would only allow a bed and breakfast subject to approval of a special use permit.
- Requires the owner to live in either the primary or ADU.
- ADU's must be constructed meeting the latest adoptive version of the International Residential Code.
- Allows a home occupation in the ADU.
- ADU's are permitted on lots with a single-family residence and Residential zoning.

Staff reviewed over 20 ADU ordinances from local jurisdictions for best practices. These regulations allow ADU's in certain zoning districts subject to certain requirements. The EAOD ADU regulations are consistent with those requirements found in other local jurisdiction ordinances.

Allowing ADU's is a housing strategy that aims to create additional affordable dwelling units, increase property values and can provide supplemental income for property owners. ADUs build on the traditional development form similar to that found in the Englewood area and promote the efficient use of land. The proposed regulations provide affordable living options in prescribed areas, while protecting the character and maintaining compatibility between uses. ADU's promote livable communities by:

- Providing convenient living arrangements and multi-generational housing options for care and support of family members;
- Promoting intergenerational wealth;
- Enabling "aging-in-place" options for older residents;
- Increasing affordable housing options;
- Expanding the local property tax base.

The EAOD proposes to introduce Cottage Neighborhood Cluster, which is a planned community that consists of a grouping of 3-12 smaller square footage residences, often around a courtyard or common open outdoor space commonly designed to maximize space and encourage time spent in a community space.

Mr. Scannell stated the purpose of a Cottage Neighborhood Cluster design is to:

1. Encourage a stronger sense of community and security among nearby neighbors while preserving personal privacy;
2. Promote a variety of housing choices to meet the needs of a population diverse in age, income, household composition, and individual needs; especially small households (one to three-person households);
3. Seek to balance projected population growth with the community goal of preventing sprawling development and, to this end, examine opportunities to use land more efficiently for housing.
4. Encourage affordability, innovation, and variety in housing design and site development while ensuring compatibility with surrounding land uses;
5. Encourage the creation of more usable space for residents of the development through flexibility in density and lot standards
6. Maximize resident/pedestrian-oriented outdoor spaces and minimize the impact of automobile traffic and parking.

This housing type would meet many of the housing needs and strategies identified in various plans covering this area (i.e., Downtown Redevelopment Coordinating Committee Report, US 24 Hwy Plan, City-Wide Housing Study, and the Comprehensive Plan):

- Encourage redevelopment of vacant or underutilized sites.
- Promote in-fill development, where appropriate, to support more compact urban form.
- Promote redevelopment that maximizes existing infrastructure.
- Encourage reinvestment in existing neighborhoods.

- Promote a range of housing options.

Besides meeting several housing needs and strategies identified in various plans, this type of housing fits the characteristics of the area with its representative of older, traditional urban development patterns.

He noted one change to the amendment regarding the UDO amendment that CIty Council passed in November 2023 for Auto Related Uses and mistakenly the Overlay District prohibited those uses. The intention was to follow the base zoning and the rules and regulations that are currently in the UDO.

In response to Chairperson Wiley, Mr. Scannell explained it would follow base zoning districts. Where those uses are allowed in those districts, the business would have to follow those districts' rules.

In response to Commissioner Ashbaugh's question, Mr. Scannell the base zoning districts allowed in Commercial Districts is C-2 and C-3, within the Industrial Districts it is I-1.

In response to Commissioner Nesbitt's questions, Mr. Scannell explained the minimum side setback is 5 feet, the minimum separation between residents is 10 feet. He described the updates to the amendment being requested for approval.

In response to Commissioner Young's question, Mr. Scannell stated investment firms have been coming in and purchasing single-family homes and renting them out. The ADU would require it to be a local owner-occupied property.

Applicant Comments

Bill Moore, White Goss Law Firm, 4510 Belview Ave, stated he is speaking on behalf of the applicant. Mr. Moore provided the Commission with letters of support. He said Englewood Arts started this conversation many years ago in an effort to improve and enhance the area.

Michael Baxley, Executive Director of Englewood Arts, 10901 E Winner Road, provided some background on the area and where the suggestion of the overlay district came from. He stated they held neighborhood meetings and found about 49% of the homes were rentals.

Tammy Parsons, 11100 E Winner Road, said she believes this grass roots area will improve the community and provide growth opportunities for the neighborhood. Ms. Parsons stated in 2018 they started this effort to create an overlay district. She said there was an increase of vacant lots and out of town owners, which leads to crime and decline in the area. She noted this would create a tool for homeowners.

Teresa Dorsch, 1817 S Ralston Ave, stated three benefits of the overlay are smaller home builds, accessory dwelling houses and cottage neighborhoods. Smaller homes are a great benefit for this area because it makes them more affordable and could create more accessible homes. Ms. Dorsch said ADUs can help with seniors wanting to age in place by allowing a second dwelling

unit on the property. She noted the homeowner would have to live in one of the dwelling units. ADUs would not be allowed to be an Airbnb. Ms. Dorsch said cottage neighborhoods would be required to go through additional approval process.

Mr. Baxley stated this gives freedom back to the homeowner by allow new smaller homes to be built, it does allow for ADUs and for cottage communities. He noted residents can choose to do nothing and it wouldn't affect them. Mr. Baxley said this is a land use change and would not affect property taxes.

Commissioner Nesbitt questioned what neighborhood districts this covers. Ms. Dorsch stated it covers Maywood, Bristol, Englewood and others. Commissioner Nesbitt said he doesn't believe it should encompass one-third of Independence. He noted the Planning Commission asked them to reduce the size and they didn't. Ms. Dorsch stated they did reduce the area and listened to the community on those changes. Mr. Scannell reviewed the changes made to the boundaries.

Commissioner Ashbaugh asked why the City can't define what they want with a cottage neighborhood. Tom advised that if someone applied for a cottage neighborhood, it would go through a full planning review by all City departments and would come before the Planning Commission for consideration. He said ownership and maintenance of common-space would be established during that process.

In response to Commissioner Young, Mr. Scannell advised an ADU cannot be subdivided off of a property. He noted a cottage neighborhood would go through the full planning process. In response to Commissioner Young's question, Mr. Moore stated this is an overlay district which has land use regulations, but those are for those property owners that want to take advantage of them. Mr. Moore said if someone wants to build a garage today, citizens cannot protest that because it's not a rezoning. Mr. Young noted that the support letters are mainly from businesses and not property owners. Ms. Dorsch said that those are all individuals who were in favor but may also have a business name attached to their letter.

In response to Commissioner Nesbitt's question, Ms. Dorsch counted over 165 vacant lots. Ms. Dorsch said she doesn't know exactly how many vacant lots there are in the Englewood neighborhood. She stated some of the vacant lots are too small to build a single-family residence. In response to Commissioner Nesbitt's question, Mr. Baxley stated this is for land use only, and there's no possibility to add a tax. Mr. Moore reiterated that this is not a tax document and there is no purpose or need for additional taxes to improve the area. He said this is giving property owners in the Englewood Overlay District more options if they should choose to participate.

Commissioner Nesbitt said this needs to be made into a small area to see if it works, before bringing this large area forward. Commissioner Torres stated he would like to hear from the public before forming an opinion on the case. Commissioner Ashbaugh stated he also wanted to see it be a smaller area, but would like to hear both sides before making a decision.

Motion

Commissioner Edward Nesbitt made a motion to postpone this case indefinitely. Commissioner Michael Young seconded the motion. The motion failed Yes 3, No 4, Abstained 0.

Chairwoman Wiley called for a break at 7:14 p.m. The meeting was called back to order at 7:20 p.m.

Chairwoman Wiley stated each speaker would be allowed three minutes to speak, so everyone would have an opportunity to speak. In response to Commissioner Nesbitt's question, Assistant City Counselor Langford confirmed the Chairwoman could limit the amount of time for speakers to ensure everyone can be heard.

Public Comments

GK Callahan, 9509 E 13th St S, Arlington Heights neighborhood and would like to speak in favor. He said this community helped him purchase a home. Mr. Callahan said he's worked in community development and thinks it's a wonderful opportunity. He noted the community asked for this, and it's a tool that will improve future generations.

Christina Leakey, 2310 S Crenshaw, CEO of Truman Heritage Habitat for Humanity and their work is mainly in northwest Independence. She noted they help provide homeownership and work with home preservation efforts. Ms. Leakey said the City has made northwest Independence a priority and believes this supports that effort. She said the proposal is a great tool to help create community development solutions.

Benjamin Dawson, 1605 S Northern Blvd, said he loves art and volunteers in the community. Mr. Dawson said he loves living in Englewood and noted there have been significant improvements in the area in the past five years. He said there are a lot of vacant lots, and the overlay would expand the rights of homeowners and would make it easier to build on smaller lots. He noted it can also help the small businesses in Englewood and reduce blight.

Mark Simcosky, 1720 S Ann Ct, said he would like to move back to the Englewood area. He said he has a daughter with special needs, and she lives in her own apartment currently. He stated he would love the opportunity to be closer and the ADU changes would allow both he and his daughter to live separately but to age in place. It would create more safety for her and would be easy to manage a small place to live. Mr. Simcosky said the ADU part of this amendment is important to his family.

Jason White, 1024 S Forest, stated he appreciates that this was community-driven and asked those that were in support to stand up in the audience. He said there is a lot of misinformation being spread. He said this is not a taxing jurisdiction and there would have to be petitions, and it would have to be put on the ballot to be voted on. Mr. White said it gives the property owners back their rights that the City took away many years ago. He stated he should be able to keep his mother close to him to age in place, but he currently cannot do so. He reiterated that this is a property rights issue.

Bill Moore, stated this would help restore property rights to the Englewood Community and

professional staff. The smaller homes on vacant lots will help improve the area and allowing residents to build ADUs on their properties will help those aging in place.

Terry Snapp, 1809 Norwood, stated he and his wife Betty have lived in the area for almost 50 years and have been very active in the improvement of the area. He said he is enthusiastic about this opportunity for the community. Mr. Snapp said this is the beginning of great things for the neighborhood and will create sustainable and affordable housing. He said this is based on hope, not on fear and was created to bring the neighborhood together.

William McLeod, 1716 S Scott Ave, said his family has lived in the area for many generations. He stated they purchased their dream home in the area. Mr. McLeod reviewed the history of the area and said it's a gem of a neighborhood and said the area is built with natural boundaries.

Commissioner Nesbitt left the meeting at 7:47 p.m. and returned at 7:48 p.m.

Marvin Sands, 153 E 33rd St, with the AARP stated ADUs can help those in the Englewood community. He noted many cities have ADU opportunities in residential areas. It provides livable communities and gives those people options to age in place. Mr. Sands noted it will also make more affordable housing options.

Grant Watkins Davis, 4621 Apartment 1131, stated this should be citywide and not just in the Englewood area. He said this would take away the property owner rights which make it difficult to build small and or affordable houses for people his age. Mr. Watkins said this is about the future of Independence and would help the growth of the community. He stated he is in support of this proposal and believes it will help the elderly age in place.

Melanie Jackels, 2737 Glendale Ave, stated she supports this proposal and said she's a homeowner and was born and raised her. She said that Englewood businesses have helped her daughter in school. Ms. Jackels said artists lead the way in helping to improve neighborhoods. This proposal would create so much more opportunity.

Andres, 824 S Queen Ridge, stated his father, who lives at 1943 S Harvard has a little cottage in the back yard. He stated he thought they were against this rezoning but have discovered they cannot fix up the cottage for someone to live in without this passing.

William Curly, 10808 E. Westport Rd, said he wants to bring up that with a higher load on the infrastructure, light and gas prices will go up because of the ADUs. Mr. Arroyo said any time a building permit comes forward for an ADU, the building permit would look at the load requirement for that unit. Mr. Scannell said that in preparation for this case, IPL said they have enough power to provide it to ADUs.

Helen Hurley, 1701 S Evanston Ave, stated she is in favor and moved to this community 15 years ago. She said she has volunteered for this proposal because it creates a good future for residents. Affordable housing is very difficult to find, and this would create those opportunities. She said this provides a greater good and would bring more people into the area.

Hannah Finnin, 169 Beach Street, Gardner, KS, stated she is 22 years old and said she's found a family with this community. She said she wants to move closer to this community but is unable to do so at this time due to the cost to rent or purchase a house.

Mr. Martinez, 115 S Park Ave, said he became a Habitat for Humanity homeowner and is very thankful for the opportunity to own a home for him and his six children. He said the Englewood Arts area includes all nationalities in their involvement in the neighborhood. They made efforts to translate the documents for those that couldn't read or understand English. He's in favor of this project and would like to see it passed.

Chairwoman Wiley stated Leigh Phillips is representing a large group in opposition and will not have a time limit to speak.

Leigh Phillips, 1423 S Maywood Ave, stated she is representing a large group of citizens that are not in favor of this proposal. She requested those that were in opposition to stand up. Ms. Phillips said the applicants make it appear they have the support of the community. She said they don't have the support of the community based on the number that stood up in opposition and the over 200 signed protest petitions she's obtained. Ms. Phillips said there is confusion and that this needs to be tabled until there is more clarity on this project. She believes since the Planning Commission put this case on hold indefinitely in 2023, it should not have been brought forward again. She said the plans provided to the Planning Commission are different than the plans on the Englewood Arts District website. Ms. Phillips said the Englewood Arts District should not be allowed to apply for this rezoning since they don't own her home and the City Code says only the owner of the land or the City can be the applicant. She stated the applicant did not have neighborhood meetings pursuant to City Code and this application should be denied. She noted there should have been an affidavit stating when and where that meeting was held, along with those that were invited to the meeting. Ms. Phillips said that notices were only mailed to registered voters and not to the property owners. She is concerned that no traffic study was required or an impact assessment for electrical and sewer impact. Ms. Phillips believes the City should allow smaller homes and ADUs to all residents in the city and noted that then individual property owners could decide if they want to be rezoned to allow for those units. Ms. Phillips requested this case be denied.

Cheri Battrick, stated she was never notified of the neighborhood meeting. She said she went door to door and could not find one resident that was made aware of this proposal. Ms. Battrick said the yellow notification signs went up the same date as the Charter amendment. She said she was originally told that there was no protest petition for those in the 185 feet area.

Jean Libby, 1909 S Ash, stated she agrees with Commissioner Nesbitt that the area is far too large, and she doesn't live in the arts area. She said she believes this will affect their property taxes. She said she's feeling pressured to be in the Englewood Arts District.

Yvette Riddle, 1421 S Willow, stated Englewood has had six years to prepare, but those not in favor only had weeks. She reviewed what she found about mixed use in low density and said there is a big difference between low intensity and low density. Ms. Riddle said there is concern that a dispensary will open up in this area due to a loophole. She doesn't want additional

vehicles and foot traffic in this area because children are playing in the yards and riding their bikes in the street.

Edward Lee, 1900 S Hawthrone Ave, said he's not against all of it, but doesn't understand why the City can say that a house is too small. Mr. Lee said the City is overstepping and isn't in favor of cluster homes. He said he's already having issues with water and is worried about additional issues coming up.

Jeff Ruoff, 11503 E 15th Street, stated they moved here four years ago and believes this area is too large. Mr. Ruoff stated he is worried about parking in the neighborhoods.

Mike Talcott, 1901 S Lake Drive, said that this would take away property owner rights and would create a large business district. He noted homeowners around the area won't have any say if these businesses go in next door. Mr. Talcott said this will hurt property values and will greatly increase traffic and noted there is already a lack of sidewalks. He said mixed use is bad for neighborhoods and will have double the regulations. Mr. Talcott stated he is also upset that no studies have been done to support traffic and infrastructure.

Mark Hoskins, 1440 S Cedar, stated he grew up in this neighborhood and would like to note that there are good people on both sides, but he disagrees with this proposal. He said he's against having ADUs and having businesses with up to 20 people at their homes. Mr. Hoskins said there were viable businesses in Englewood that are now gone because they didn't fit with what the Arts district wanted.

Angela Carter, 1401 S Ralston Ave, stated there is a lot of detail lacking in this proposal. She said she's not opposed to the Arts District but is opposed to changes this large. Ms. Carter said this is being forced on these residents and there is not support by the residents. She noted she and her neighbors were not notified of these meetings.

Sharon Fisher, 1815 S Vassar Ave, said she lives in Proctor Neighborhood and named several other neighborhoods in this proposal. She said she doesn't believe it's a good proposal and is not in favor of ADUs or cottage neighborhoods. Ms. Fisher stated this is an experiment and it's a mistake to rezone this area.

Elisia Breitenbach, 1110 W Walnut St, questioned that she's still confused on if this will require an HOA for the area. She said they have worked hard to create a good community and this overlay could crush someone's dream by taking away their business. Ms. Breitenbach said the City is very difficult to work with and citizens deserve better. She said there is nowhere to park and the area floods constantly.

Martain Breitenbach, 1110 W Walnut, stated he purchased a condemned house and fixed it up to live in it. He said the applicant has done things that are very good by helping people buy homes. Mr. Breitenbach said they don't have the right to put an overlay over their home. He said there are different sized homes in this large area, and it should be taken on a case-by-case basis.

Ron VanFleet, 800 N Union, stated he works with real estate in the area and questioned the infrastructure. He said since there could be two houses on one lot, it will make it very difficult to appraise. Mr. VanFleet talked about property values and his concerns about small houses.

Dan Sunderland, 1507 S Logan, stated he's here on behalf of his client at 1224 Cedar, stated he's worked on tiny homes and while they sound good, ownership cannot be controlled. He discussed possible worst-case scenarios and believes corporations would come in to purchase more properties. He said it should be looked at one by one.

Edward Norman, 1808 S Cedar Ave, said he's concerned about HOAs and is concerned about community sheds and pizza ovens, but wonders who will replace tools and other things when they're stolen.

Paula Thomas, 2121 S Sterling Ave, stated they have cluster homes all around them and they're called duplexes. She said they cannot control crime in the area and believes property taxes will go up. Ms. Thomas stated she believes this will increase blight in the area.

Mary Wilcox, 18707 E 28th St S, stated she has six pages of contradictions and they're concerned they don' have the correct documents of what's being proposed. Ms. Wilcox said if a senior needs to build an ADU, what would they do with the main house. She said Lees's Summit came up with this overlay and added it City wide. Ms. Wilcox said this is unconstitutional to place these restrictions.

Bobbi Bryant, 3201 Queen Ridge Drive, said there isn't the infrastructure and is worried about water and sewer backups. She's also concerned about fires with the houses being so close together.

Kristi Nichols, 17407 E 43rd Terr S, stated there are details missing and there is a big homeless and illegal immigrant problem in the area. She said the property owners were not properly informed of these meetings. This is taking away their property rights and devaluing their properties.

Steve Williams, 908 W Maple, said there are nearly 4,000 homes in this area. Mr. Williams said this is a very dense area and there is a need for infill development. He noted he was forced to rezone his property to single-family and duplexes should not be allowed.

Jeannie Dennis, 1703 S Ash Ave, stated she's still in her starter home that she purchased in 1987. She noted she is frequently told how nice her home is and while walking the streets, she noticed one block can be beautiful, but on another block it's full of trash and vacant homes. Ms. Dennis said the City needs to look for flippers to make this better for families. She stated out of town landlords also need to be held accountable.

Patti Allred, 1819 S Claremont, stated she moved from Texas two years ago and they have a beautiful block. Ms. Alred is very concerned about the parking issues in the neighborhood, even with having single-family homes on her block. She noted there are no sidewalks and doesn't believe this is actually a grassroots effort.

Lucinda Johnson, 1218 S Cunningham Ave, stated she's never heard of rezoning an area and is not in favor of proposal.

Chairwoman Wiley called for a break at 9:33 p.m. The meeting was called back to order at 9:40 p.m.

Carl Blair, 2201 S Overton Ave, stated Habitat for Humanity didn't help him, but their program Brush with Kindness has helped him. He said his neighborhood is diverse and he doesn't want businesses in the homes in the neighborhood.

Angela Skulavik, 10724 E 19th Ter, stated she has not received any notification about this proposal. She asked if she's subject to Rental Ready and business licensing regulations with an ADU. She asked if there would need to be health inspections.

Fred King, 2006 S Vermont, said they want to spend money to get this overlay, but they don't have money for the theater.

Carla Jones, 1920 S Hardy Ave, asked who would oversee the EAOD and questioned how income would be increased when ADUs cannot be used as Airbnbs.

Jennifer Marrow, 1402 W Walnut, stated she was not given adequate time to research ADUs. She said this is deceptive that property owners were only made aware of this 22 days ago.

Tom Trudeau, 1901 S Ralston, stated he agrees with a lot of the disagreement. He said if zoning is wrong, we just need to change it for those houses. Mr. Trudeau said the City should allow small houses and ADUs for everyone in the city.

Sam Wade, 1216 S Cunningham, stated he's concerned about his property value and water issues off Truman Road.

Laura Arnote, 1925 S Willow, stated she doesn't think the smaller houses is a bad idea, but is concerned that IPL will have to purchase additional power from KCPL which will increase her rates. She stated she's also concerned about parking and school buses being able to get down the street.

Lamonte Chesnut, 1011 S Woodland Ave, stated he doesn't understand why someone can say what he can or cannot do with his property and it's not fair. He said they have some good ideas, but this is not a good proposal for such a large area.

Lucy Trudeau, 1901 S Ralston, stated she's lived there 22 years and is opposed to this proposal. She said if Englewood Arts wants to help people, they should do so without this overlay district.

Mr. Baxley thanked all those that spoke at tonight's meeting. He said they started notifying residents last year and they've had six town hall meetings where they've mailed out notices for

each one. Mr. Baxley stated this proposal would not address any home-based businesses within his district. He said it does require off street parking for the cottage houses. He noted this is not new information and these are happening close to home and as far away as Seattle. Mr. Baxley said the utilities will ensure they can provide service so infrastructure will not be an issue. Lastly, Mr. Baxley stated this gives property owners more options for their properties, and that it does not restrict any property owner rights.

Ms. Dorsch said the reason there have been different versions of the documents is because they've worked on this for several years and have taken feedback from the community to establish this proposal.

Mr. Moore restated that this is an opportunity to give more rights to property owners.

In response from Commissioner Nesbitt, Mr. Baxlely said new homes can sometimes be $300,000, and they're hoping to bring homes around $180,000 for 900 square foot home. The notices for the community meetings were put on social media, postcards were mailed to homeowners, notices were sent through a newsletter. Commissioner Nesbitt and Commissioner Young stated they own properties in this area, and they did not receive notification of the community meetings. Ms. Dorsch said the business part of the plan was removed a few months ago because of an ordinance change.

In response to Commissioner O'Neill's question, Mr. Scannell stated that in order to have an overlay, there has to be a rezoning as well. Mr. Scannell stated the zoning is not changing with this proposal, the overlay is on top of this zoning that allows additional rights to homeowners. Commissioner O'Neill clarified and Mr. Scannell confirmed that this gives more rights to property owners.

In response to Commissioner Ashbaugh's questions, Mr. Scannell said staff would be overseeing this overlay district and would enforce any issues and ensure the proper planning process is being followed. Mr. Scannell stated the advantages of an overlay district is that it keeps the base zoning district and can supplement those regulations. Mr. Scannell noted they will still need to meet all City standards when completing construction. He said this encourages infill development in older neighborhoods and most homes were platted in the 1950s or before. Mr. Scannell reviewed the recent changes to the home-based business regulations.

Mr. Arroyo reviewed those cities in the metro and across the country that have similar overlay districts or have ADUs allowed. Mr. Scannell stated of the 22 communities that they reviewed; they did not encounter any cities that had a sunset. Mr. Scannell reminded everyone that the UDO is a living document and if the Planning Commission, City Council or staff can request research and changes could come about if something in the UDO is not working.

In response to Commissioner Young's question, Mr. Scannell said not all properties would be eligible for an ADU because of setback requirements. He said all requests for an ADU would be looked at on a case-by-case basis.

In response to Commissioner Nesbitt's questions, Mr. Scannell said this application is not

violating City Code. Mr. Scannell stated the state requires a 15-day notice of property owners and surrounding 185-feet property owners and those affidavits were completed by the applicant. Mr. Scannell said if there were a Historic property, the Heritage Commission would have to review any building changes.

In response to Chairwoman Wiley's questions, Mr. Scannell stated IPL has no concerns about providing power to additional ADUs. He noted the building permits would require the same level review of current building permits. Mr. Scannell stated they would be required to have an off-street parking spot for an ADU.

In response to Commissioner Young's question, Mr. Scannell said if someone builds an ADU, there would be an affidavit recorded stating that there is an ADU on the property. If an out-of-town investor purchased the property, the City would work to get them into compliance.

In response to Commissioner Ashbaugh's question, Mr. Scannell stated a Short-Term Rental would not be allowed in an ADU. Mr. Scannell confirmed that the house and ADU would still be on one lot. He stated if they do rent out the ADU, they would have to comply with Rental Ready regulations.

Commissioner Comments

Commission Ashbaugh stated overall this is not a bad thing. He said he wishes we had more people to oversee things like this. Commissioner Ashbaugh said everyone needs to work together and believes Englewood Overlay District did attempt to bring forward a good plan.

Commissioner Nesbitt said he doesn't know why staff didn't get involved to make this area smaller and this upsets him.

Commissioner Young stated he knows a lot of people that were not made aware of this proposal.

Motion

Commissioner Dan O'Neill made a motion to add the amendment to the UDO Amendment #70. Commissioner Eric Ashbaugh seconded the motion. The motion was approved Yes 4, No 3, Abstained 0.

Commissioner Dan O'Neill made a motion to approve Case 24-175-07 UDO Amendment #70, with the amendment approved above. Commissioner Jose Torres seconded the motion. The motion was approved Yes 4, No 3, Abstained 0.

2. **Case 24-100-21 – Rezoning – Englewood Arts Overlay District** (EAOD) - The City proposes the creation of an Englewood Arts Overlay District (EAOD) bound by Truman Road on the north, Crysler Avenue, Lexington Avenue, Walnut Street and Crysler Avenue on the east, 23rd Street on the south, and Arlington Avenue, 20th Street, Crescent Avenue, 18th Street and Brookside Avenue on the west.

Motion

Commissioner Dan O'Neill made a motion to approve the case. Commissioner Jose Torres seconded the motion. The motion failed Yes 3, No 4, Abstained 0.

ROUNDTABLE - NEXT MEETING SEPTEMBER 10, 2024

ADJOURNMENT

The meeting was adjourned at 10:40 p.m.

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

24-099 **1R** An ordinance approving a rezoning from District R-6 (Single-Family Residential) to District I-1 (Industrial) for the property at 21101 E. M-78 Highway. **1R**

Recommendations:

Commissioner Nesbitt made a motion to recommend approval of Case #24-100-12, the rezoning of 21101 E. M-78 Highway. A second to the motion was made by Commissioner Ferguson. The Independence Planning Commission voted as follows:
Commissioner Ashbaugh – Yes
Commissioner Ferguson – Yes
Commissioner Young – Yes
Commissioner Nesbitt – Yes
Commissioner O'Neil – Yes
Commissioner Torres – Yes
Commissioner 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 George E. Kapke to rezone the property from R-6 (Single-Family Residential) and I-1 (Industrial).

For many years the subject property had been owned and used by the Little Blue Valley Sewer District (LBVSD). The property had been zoned R-6 (Single-Family) or a similar designation for the majority of the LBVSD's ownership of the property. This was not an issue at the time because Utilities are permitted by right in all zoning districts. In October of 2021, the property was purchased by Carajoto, LLC. Later in December of 2023, a company that manufactures frequency reference products called Novus Power Products applied for a Business License with the City of Independence. Novus Power Products was denied a business license because their use, light and limited manufacturing, is not permitted in R-6 (Single-Family Residential). In the wake of this denial, the property owner has been working to update the zoning of the property to allow for manufacturing uses and accommodate Novus Power Products and future potential tenants.

PROPERTY HISTORY:

The subject property is unplatted. When zoning was introduced to the City of Independence in 1965 this property was designated R-1b (Single Family Residential). The property north of the subject property was designed M-1 (Industrial). The 1980 zoning map shows the area was R-1b (Single-Family Residential) and remained this to 2009 when the Unified Development Ordinance was adopted and designated R-6 (Single Family Residential).

PHYSICAL CHARACTERISTICS OF PROPERTY:
The majority of the property is open space. Three buildings sit on the western portion of the property. The property is accessed via Powell Road, however south of M-78 Powel Road is private. The property may be legally accesses via Powel Road because an access easement has been filed to allow such access.

CHARACTERISTICS OF THE AREA:
Most of the property surrounding the subject property is undeveloped. Little Blue Parkway runs nearby the property to the east. North of the subject property is the MCC-Blue River's CDL Driving Course.

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 grow business and industry. By rezoning the property to accommodate industrial uses will allow Novus Power Products and other local manufacturers to continue to grow and operate within our community.
Comprehensive Plan Guiding Land Use Principles:
The Comprehensive Plan envisions the future land use of this property to be Civic/Public. This was likely put in place when the property was owned and used by the Little Blue Valley Sewer District. Now that they have sold the property this future use is unlikely to occur. Thus, an amendment to the comprehensive plan future land use map has also been submitted with this case. This amendment seeks to update the intended future land use to Industrial to ensure that the current land use is aligned with the comprehensive plan.
Historic and Archeological Sites:
There are no apparent historic or archeological sites located on these properties.
Public Utilities:
All utilities are present in on site and 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 the property to be Civic/Public in use. However, if the case to amend this property's future land use is approved by the council to be Industrial, the zoning will be aligned with the comprehensive plan.
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 land use is either undeveloped properties or industrial uses. While the zoning of many of the surrounding properties may be residential, they are at this time undeveloped.

Adding this property to the neighboring industrial zone is compatible with the surrounding zoning and land use.

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

Given that the adjacent property is zoned I-1 (Industrial), and the other surrounding properties are undeveloped, designating the property as I-1 (Industrial) will not alter the character of the area.

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

The property has been used by the Little Blue Valley Sewer District for many years. Industrial uses are similar to this use. The subject property seems to be suitable for industrial uses.

6. The length of time the subject property has remained vacant as zoned.

The subject property was not vacant for any extended period of time.

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

Given that the majority of the properties nearby are either undeveloped or industrial, rezoning this property to industrial will not have a negative impact on the nearby properties.

8. The gain, if any, to the public health, safety, and welfare due to denial of the application, as compared to the hardship imposed upon the landowner, if any, because of denial of the application.

If the property is not rezoned, the businesses located at the property will not be able to operate at this site. Further, to use the property in accordance with the existing zoning will require significant redevelopment, including demolition of the existing structures. Rezoning this property to I-1 (Industrial) will allow the existing business to continue to operate in the existing buildings.

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

Emergency Justification:

Fiscal Impact:

Council Action:

Department / Contact Community Development /

REVIEWERS

Tom Scannell
Jeremy Cover
Zachary Walker

Susanne Holland

ATTACHMENTS:

1. Draft Ordinance 24-100-12
2. Staff Report 24-100-12
3. Cover Letter
4. Application
5. Notification Letter
6. Mailing List
7. Notice Area Map
8. Affidavit
9. Comp Plan Map
10. Zoning Map
11. Planning Commission Meeting Minutes 9-10-24

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE APPROVING A REZONING FROM DISTRICT R-6 (SINGLE-FAMILY RESIDENTIAL) TO DISTRICT I-1 (INDUSTRIAL) FOR THE PROPERTY AT 21101 E. M-78 HIGHWAY.

WHEREAS, an application submitted by George E. Kapke is requesting approval of a rezoning from District R-6 (Single-Family Residential) to I-1 (Industrial) for the property at 21101 E. M-78 Highway 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 September 10, 2024, and rendered a report to the City Council recommending the rezoning be approved by a vote of 7-0; and,

WHEREAS, after due public notice in the manner prescribed by law, the City Council held a public hearing, 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-6 (Single-Family Residential) to I-1 (Industrial) and shall be subject to the regulations of said district:

Range 31, Township 49, Section 10; Beginning 620-feet South of the Northeast Corner of the Northwest Quarter of the Northwest Quarter, thence East 300-feet, thence South 898-feet, thence South 58 Degrees East 150-feet, thence South 32 Degrees West 200-feet, thence Westerly following branch to a Point 210-feet East and 150-feet South of the Northwest corner Southwest Quarter of the Northwest Quarter, Thence 10 Degrees East 155-feet, thence 100-feet, thence 700-feet, thence East 1000-feet to the Point of Beginning.

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

INDEPENDENCE
★ COMMUNITY DEVELOPMENT ★

Planning Commission
Staff Report

MEETING DATE: September 10, 2024 **STAFF:** Brian Harker, Senior Planner

PROJECT NAME: Carajoto, LLC Rezoning

CASE NUMBER/REQUEST: **Continued Case 24-100-12 – Rezoning – 21101 E. 78 Hwy** - A request by Carajoto, LLC to rezone the property from R-6 (Single Family Residential) to I-1 (Industrial).

APPLICANT: George E. Kapke, Kapke and Willerth, LLC

OWNER: Anthony L. Privitera II, Carajoto, LCC

PROPERTY ADDRESS: 21101 E M-78 Highway, Independence, MO 64057

SURROUNDING ZONING/LAND USE:

North: I-1 (Industrial) / MCC – Blue River CDL Driving Course

South: R-6 (Single Family Residential) – Agricultrual Land

East: R-6 (Single-Family Residential) – Vacant Property and Little Blue Parkway

West: I-1 (Industrial) / Vacant Property

PUBLIC NOTICE

- Letters to property owners within 185 feet – August 5, 2024
- Public Notice published in the Independence Examiner – June 22, 2024
- Sign posted on property – August 23, 2024

FURTHER ACTION:

Following action by the Planning Commission, this rezoning request is scheduled for first reading by the City Council on October 7, and the public hearing/second reading on October 21, 2024.

RECOMMENDATION

Staff recommends **APPROVAL** of this rezoning request.

PROJECT DESCRIPTION & BACKGROUND INFORMATION

PROJECT DESCRIPTION: A request by George E. Kapke with Kapke and Willerth, LLC to rezone the subject property from R-6 (Single-Family Residential) to I-1 (Industrial).

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

Current Use: Light Manufacturing

Acreage: 40 Acres

Proposed Zoning:
I-1 (Industrial)

Proposed Use: Light Manufacturing

Building Square Footage: 3 Buildings ≈ 18,700 Square Feet in total

BACKGROUND:

For many years the subject property had been owned and used by the Little Blue Valley Sewer District (LBVSD). The property had been zoned R-6 (Single-Family) or a similar designation for the majority of the LBVSD's ownership of the property. This was not an issue at the time because Utilities are permitted by right in all zoning districts. In October of 2021, the property was purchased by Carajoto, LLC. Later in December of 2023, a company that manufactures frequency reference products called Novus Power Products applied for a Business License with the City of Independence. Novus Power Products was denied a business license because their use, light and limited manufacturing, is not permitted in R-6 (Single-Family Residential). In the wake of this denial, the property owner has been working to update the zoning of the property to allow for manufacturing uses and accommodate Novus Power Products and future potential tenants.

PROPERTY HISTORY:

The subject property is unplatted. When zoning was introduced to the City of Independence in 1965 this property was designated R-1b (Single Family Residential). The property north of the subject property was designed M-1 (Industrial). The 1980 zoning map shows the area was R-1b (Single-Family Residential) and remained this to 2009 when the Unified Development Ordinance was adopted and designated R-6 (Single Family Residential).

PHYSICAL CHARACTERISTICS OF THE PROPERTY:

The majority of the property is open space. Three buildings sit on the western portion of the property. The property is accessed via Powell Road, however south of M-78 Powel Road is private. The property may be legally accesses via Powel Road because an access easement has been filed to allow such assess.

CHARACTERISTICS OF THE AREA:

Most of the property surrounding the subject property is undeveloped. Little Blue Parkway runs nearby the property to the east. North of the subject property is the MCC-Blue River's CDL Driving Course.

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 grow business and industry. By rezoning the property to accommodate industrial uses will allow Novus Power Products and other local manufacturers to continue to grow and operate within our community.

Comprehensive Plan Guiding Land Use Principles:

The Comprehensive plan envisions the future land use of this property to be Civic/Public. This was likely put in place when the property was owned and used by the Little Blue Valley Sewer District. Now that they have sold the property this future use is unlikely to occur. Thus, an amendment to the comprehensive plan future land use map has also been submitted with this case. This amendment

seeks to update the intended future land use to Industrial to ensure that the current land use is aligned with the comprehensive plan.

Historic and Archeological Sites:
There are no apparent historic or archeological sites located on these properties.

Public Utilities:

All utilities are present on site and 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:

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   The Comprehensive Plan envisions the property to be Civic/Public in use. However, if the case to amend this property's future land use is approved by the council to be Industrial, the zoning will be aligned with the comprehensive plan.

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   There are no recent neighborhood or sub-area plans for this area.

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   Given that the adjacent property is zoned I-1 (Industrial), and the other surrounding properties are undeveloped, designating the property as I-1 (Industrial) will not alter the character of the area.

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

   The property has been used by the Little Blue Valley Sewer District for many years. Industrial uses are similar to this use. The subject property seems to be suitable for industrial uses.

6. **The length of time the subject property has remained vacant as zoned.**

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EXHIBITS

1. Cover Letter
2. Application
3. Notification Letter
4. Mailing List
5. Affidavit
6. Notice Area Map
7. Comp Plan Map
8. Zoning Map

KAPKE & WILLERTH L.L.C.
ATTORNEYS AT LAW

GEORGE E. KAPKE
JOE F. WILLERTH
JONATHAN S. ZERR*
G. EDWARD (TED) KAPKE, JR.*
MICHAEL J. FLEMING*

*ALSO ADMITTED IN KANSAS

3304 NE Ralph Powell Road
Lee's Summit, Missouri 64064
(816) 461-3800
Fax (816) 254-8014
www.kapke-willerth.com

Email direct to
gek@kapkewillerth.com

March 18, 2024

City of Independence
Community Development
111 E. Maple Avenue
Independence, MO 64050

Re: Rezoning Application
21101 E. 78 Highway, Independence, Missouri 64057

Dear Addressee:

I am enclosing the Application of Carojoto, LLC to rezone the property at 21101 E. 78 Highway, Independence, Missouri 64057, from R-1 to I-1 zoning, along with my client's check for that Application in the sum of $1,600.00. Please process this Application and let me know those property owners that should be notified of the hearing on this Application.

If you have any questions or need additional information, please contact me.

Very truly yours,

KAPKE & WILLERTH L.L.C.

George E. Kapke

GEK:dkg
Enclosures

KAPKE & WILLERTH L.L.C.
ATTORNEYS AT LAW

GEORGE E. KAPKE
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3304 NE Ralph Powell Road
Lee's Summit, Missouri 64064
(816) 461-3800
Fax (816) 254-8014
www.kapke-willerth.com

Email direct to
gek@kapkewillerth.com

March 25, 2024

City of Independence
Community Development
Attn.: Josh Garrett
111 E. Maple Avenue
Independence, MO 64050

Re: Rezoning Application
21101 E. 78 Highway, Independence, Missouri 64057

Dear Josh:

Pursuant to your request, I am enclosing an Amended Application Form correcting the current zoning from R-1 to R-6 regarding the above-referenced Rezoning Application. I understand that we have overpaid the application fee. Please proceed with the application fee we have submitted and submit a refund to us for the overpayment.

Thank you for your attention to this matter. If you have any questions or need additional information, please contact me.

Very truly yours,

KAPKE & WILLERTH L.L.C.

George E. Kapke

GEK:dkg
Enclosure

INDEPENDENCE
MISSOURI

Amended 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

Carojoto, LLC
Project Name

21101 E. 78 Highway, Independence, Missouri 64057
Project Address/Location

3 Bldgs. - 18,683 sq. feet	40 Acres	1	No
Sq. Ft. of Building	Acreage	Number of Lots/Tracts	Steam Buffer (Yes or No)
R-1	I-1	Light Industrial & Office	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

George E. Kapke — Kapke & Willerth, L.L.C.
Name — Company

3304 NE Ralph Powell Road, Lee's Summit, MO 64064
Address

(816) 461-3800 — gek@kapkewillerth.com
Phone — Email

Architect/Engineer/Surveyor/Other: N/A

Name — Company

Address

Phone — Email

Owner

Anthony L. Privitera, II — Carojoto, LLC
Name — Company

21101 E. 78 Highway, Independence, MO 64057
Address

(816) 918-1428 — tony.privitera@markone.com
Phone — Email

Architect/Engineer/Surveyor/Other: N/A

Name — Company

Address

Phone — Email

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

George E. Kapke — 7/16/24
Applicant's Signature — Date
George E. Kapke

X Anthony L Privitera — 7/16/2024
Owner's Signature — Date
Anthony L. Privitera, II

May 2022

Property Owner Notification Letter
City of Independence, Missouri

Date: August 5, 2024 Case No. 24-100-12

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: R6 to I-1 Light Industrial and Office

Applicant: George E. Kapke for Carojoto, LLC

Location of Property: 21101 E. 78 Highway, Independence, MO 64057

Planning Commission Meeting Date: September 10, 2024, at 6:00 p.m.

City Council Meeting Date: October 21, 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.

KAPKE & WILLERTH
ATTORNEYS AT LAW
3304 NE Ralph Powell Road
Lee's Summit, Missouri 64064

CERTIFIED MAIL

7022 1670 0001 7586 7935

FIRST-CLASS

US POSTAGE IMI PITNEY BOWES

ZIP 64064
02 7H
0006177588

$ 009.64⁰
AUG 05 2024

RETURN RECEIPT REQUESTED

Bolder, LLC
221 W. Lexington Avenue, Suite 400
Independence, MO 64050

PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT OF THE RETURN ADDRESS, FOLD AT DOTTED LINE

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Bolder, LLC
221 W. Lexington Avenue
Suite 400
Independence, MO 64050

9590 9402 7804 2152 4724 19

2. Article Number *(Transfer from service label)*
7022 1670 0001 7586 7935

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X
☐ Agent
☐ Addressee

B. Received by *(Printed Name)*

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
☐ Adult Signature
☐ Adult Signature Restricted Delivery
☒ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
☐ Insured Mail
☐ Insured Mail Restricted Delivery (over $500)
☐ Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery

PS Form 3811, July 2020 PSN 7530-02-000-9053 Domestic Return Receipt

KAPKE & WILLERTH LLC
ATTORNEYS AT LAW
3304 NE Ralph Powell Road
Lee's Summit, Missouri 64064

7022 1670 0001 7586 7942

FIRST-CLASS

US POSTAGE PITNEY BOWES
ZIP 64064
02 7H
0006177588
$ 009.64⁰
AUG 05 2024

RETURN RECEIPT REQUESTED

NP Little Blue Valley Land, LLC
3315 North Oak Trafficway
Kansas City, MO 64116

PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT OF THE RETURN ADDRESS, FOLD AT DOTTED LINE

SENDER: *COMPLETE THIS SECTION*

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

NP Little Blue Valley Land, LLC
3315 North Oak Trafficway
Kansas City, MO 64116

9590 9402 7804 2152 4723 96

2. Article Number *(Transfer from service label)*
7022 1670 0001 7586 7942

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X
☐ Agent
☐ Addressee

B. Received by *(Printed Name)*

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
☐ Adult Signature
☐ Adult Signature Restricted Delivery
☑ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
☐ Insured Mail
☐ Insured Mail Restricted Delivery (over $500)
☐ Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery

PS Form 3811, July 2020 PSN 7530-02-000-9053 Domestic Return Receipt

KAPKE & WILLERTH LLC
ATTORNEYS AT LAW
3304 NE Ralph Powell Road
Lee's Summit, Missouri 64064

CERTIFIED MAIL

7022 1670 0001 7586 7959

FIRST-CLASS

US POSTAGE PITNEY BOWES
ZIP 64064
02 7H
0006177588
$ 009.64⁰
AUG 05 2024

RETURN RECEIPT REQUESTED

The Junior College District
3200 Broadway
Kansas City, MO 64111

PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT OF THE RETURN ADDRESS, FOLD AT DOTTED LINE

SENDER: *COMPLETE THIS SECTION*

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

The Junior College District
3200 Broadway
Kansas City, MO 64111

9590 9402 7804 2152 4724 02

2. Article Number *(Transfer from service label)*
7022 1670 0001 7586 7959

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X ☐ Agent ☐ Addressee

B. Received by *(Printed Name)* | C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
☐ Adult Signature
☐ Adult Signature Restricted Delivery
☑ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
☐ Insured Mail
☐ Insured Mail Restricted Delivery (over $500)
☐ Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery

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Lee's Summit, Missouri 64064

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221 W. Lexington Avenue, Suite 400
Independence, MO 64050

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Lee's Summit, Missouri 64064

NP Little Blue Valley Land, LLC
3315 North Oak Trafficway
Kansas City, MO 64116

KAPKE & WILLERTH L.L.C.
ATTORNEYS AT LAW
3304 NE Ralph Powell Road
Lee's Summit, Missouri 64064

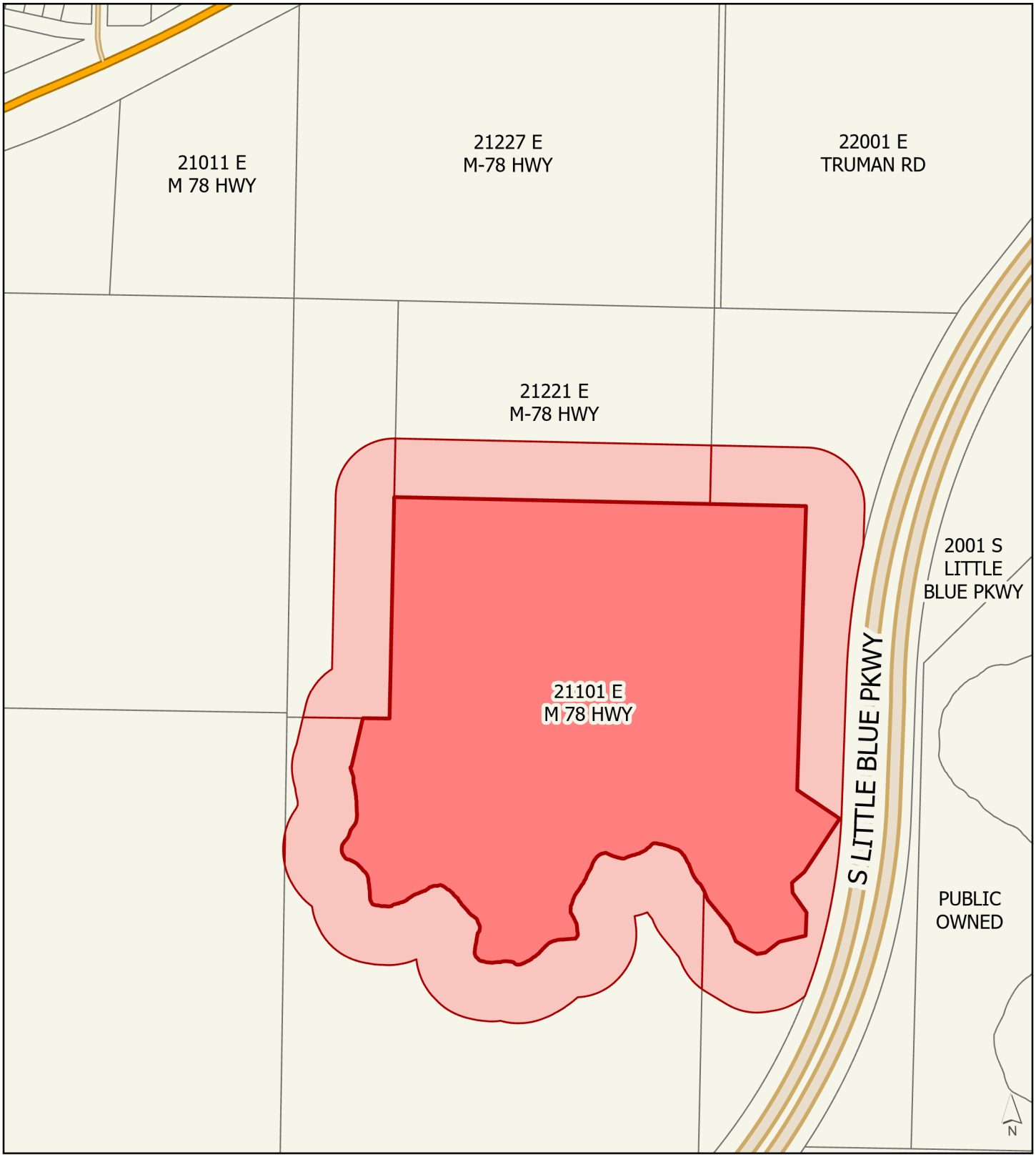
The Junior College District
3200 Broadway
Kansas City, MO 64111

Owner	Address	City	State	Zip Code
BOLDER LLC	221 W LEXINGTON AVE STE 400	INDEPENDENCE	MO	64050
NP LITTLE BLUE VALLEY LAND LLC	3315 N OAK TFWY	KANSAS CITY	MO	64116
THE JUNIOR COLLEGE DISTRICT	3200 BROADWAY	KANSAS CITY	MO	64111

Notification Area

24-100-12

21101 E MM-78 Highway, Independence, MO 64057



Subject Property

185 ft Notification Area

0 150 300 600 Feet

Prepared by Joshua Garrett, Community Development
Date: 7/18/2024

Property Owner Notification Affidavit

STATE OF MISSOURI

COUNTY OF JACKSON

Case No. 24-100-12

I, George E. Kapke, 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 5th day of August, 2024.

Signature of Agent, Owner or Attorney

Subscribed and sworn to before me this 5th day of August, 2024.

Deborah K. Gates

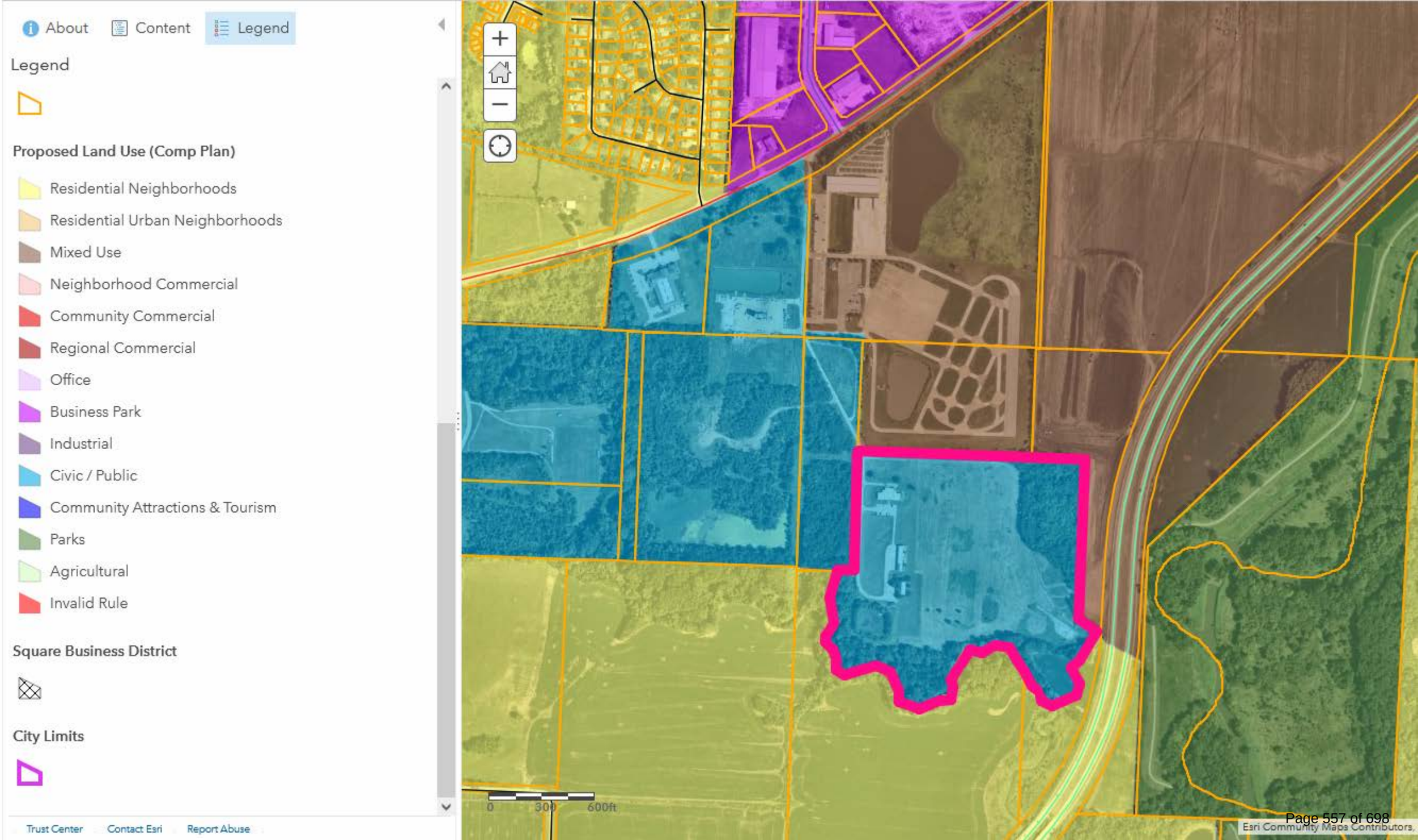
Notary Public

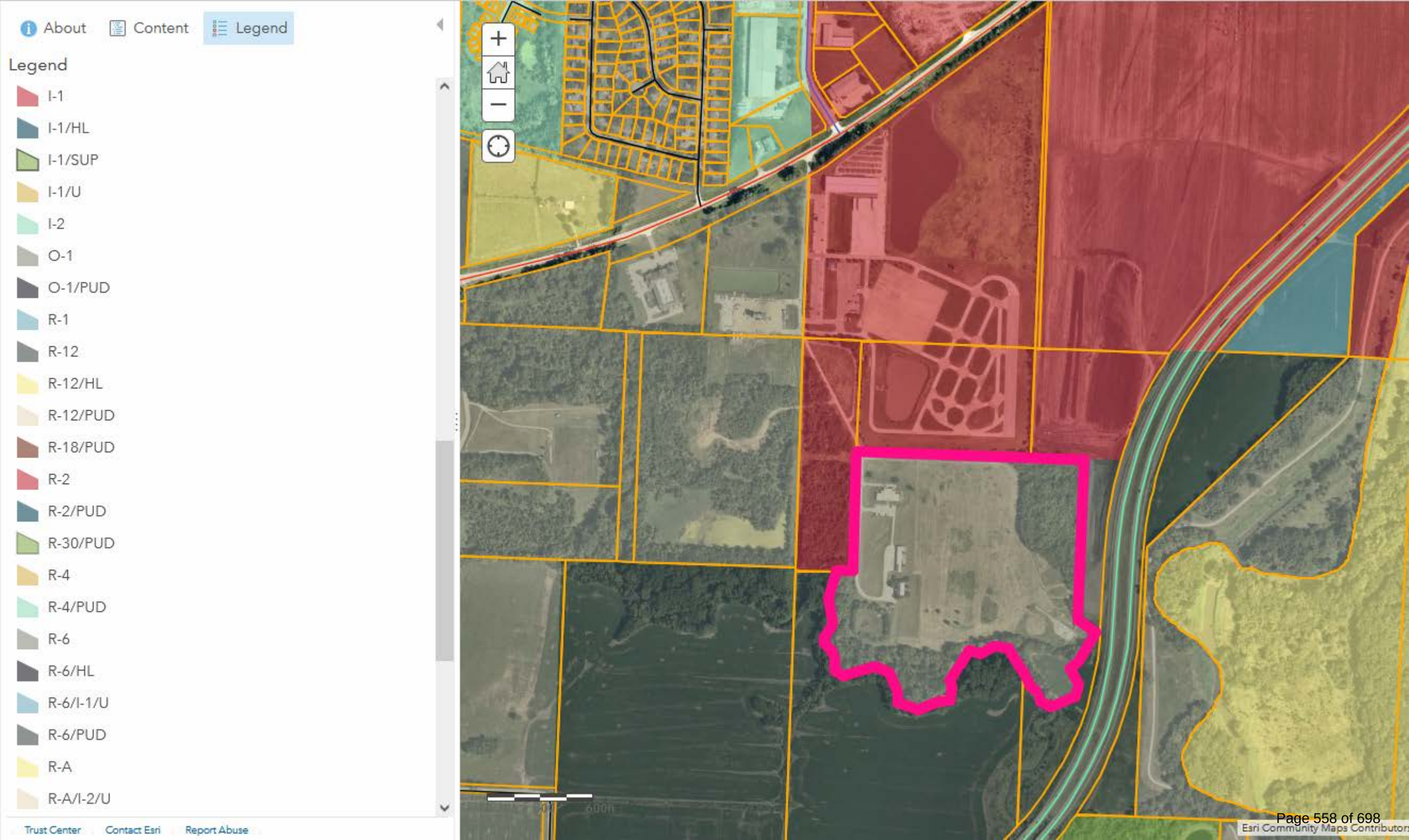
DEBORAH K. GATES
Notary Public-Notary Seal
STATE OF MISSOURI
Commissioned for Jackson County
My Commission Expires:March 3, 2027
ID. #15957410

3-3-2027

Commission Expiration Date

Owner	Address	City	State	Zip Code
BOLDER LLC	221 W LEXINGTON AVE STE 400	INDEPENDENCE	MO	64050
NP LITTLE BLUE VALLEY LAND LLC	3315 N OAK TFWY	KANSAS CITY	MO	64116
THE JUNIOR COLLEGE DISTRICT	3200 BROADWAY	KANSAS CITY	MO	64111


About
Content
Legend
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 Attractions & Tourism
Parks
Agricultural
Invalid Rule
Square Business District
City Limits
0
300
600ft
Trust Center
Contact Esri
Report Abuse
Esri Community Maps Contributors,


About
Content
Legend
Legend
I-1
I-1/HL
I-1/SUP
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
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
Trust Center
Contact Esri
Report Abuse
Esri Community Maps Contributors

INDEPENDENCE
MISSOURI
A GREAT AMERICAN STORY

Planning Commission Minutes

September 10, 2024 6:00 PM

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

CALL TO ORDER

A meeting of the Planning Commission was held at 6:00 PM on 9/10/2024, in the 111 E Maple Avenue City Council Chambers, Independence, MO 64050. The meeting was called to order.

ROLL CALL

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

Commissioner Nesbitt apologized for his actions at the August 27th Planning Commission meeting. He said he understands some of his comments may have been considered offensive and that was not his intention.

CASE TO BE CONTINUED - STAFF RECOMMENDS THESE CASES BE CONTINUED TO THE OCTOBER 15, 2024 MEETING.

1. **Case 24-100-18 – Rezoning – 12880 E. Kentucky Road –** A request by Jim Gamble to rezone the property from I-1 (Industrial) to C-3 (Service Commercial).

Motion

Commissioner Eric Ashbaugh made a motion to continue the case to October 15, 2024. Commissioner Edward Nesbitt seconded the motion. The motion was approved Yes 7, No 0, Abstained 0.

2. **Case 24-125-05 – Rezoning/PUD – 19300 E. 37th Terrace –** A request by JC Weston Construction to rezone the property from C-2 (General Commercial) to R-30/PUD (High Density Residential/Planned Unit Development) and approving a preliminary development plan.

Motion
Commissioner Eric Ashbaugh made a motion to continue the case to October 15, 2024. Commissioner Edward Nesbitt seconded the motion. The motion was approved Yes 7, No 0, Abstained 0.

PUBLIC HEARINGS

1. **Continued Case 24-100-12 – Rezoning – 21101 E. 78 Hwy** - A request by Carajoto, LLC to rezone the property from R-6 (Single Family Residential) to I-1 (Industrial).

Staff Presentation
Brian Harker presented the case and noted this case would be presented with case 24-150-01. 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
George Kapke, 15800 E 27th Street, and Anthony Privitera, 9900 W 159th Street, Overland Park, KS, both stated they were available for any questions.

Public Comments
No public comments.

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

2. **Continued Case 24-150-01 – Comprehensive Plan Amendment – 21101 E. 78 Hwy –** A request by Anthony Privitera to amend the Future Land Use Plan map for 21101 E. 78 Hwy.

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

3. **Case 24-100-20 – Rezoning – 9300 E. 9th Street S –** A request by Janet Thrasher to rezone the property from R-30/PUD (High Density Residential/Planned Unit Development) to R-6 (Single Family Residential).

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

Public Comments
No public comments.

Commissioner Comments
In response to Commissioner Ashbaugh's question, Mr. Harker stated the city will continue to

bring forward city-initiated cases to correct zoning in residential neighborhoods.

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

4. **Case 24-100-22 – Rezoning – 1235 & 1239 W. South St –** A request by Brandon Fryer to rezone the properties from I-1 (Industrial) to R-6 (Single Family Residential).

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

Applicant Comments
Brandon Fryer, 6601 Harvard Ave, Raytown, stated he'd like it down-zoned so they can get an FHA loan on the property. He stated they cannot get the loan with it zoned as Industrial.

In response to Commissioner Ashbaugh's question, he stated he doesn't have plans to replat the property at this time.

Public Comments
No public comments.

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

5. **Case 24-100-23 – Rezoning – 11301 & 11303 E. Truman Road & 11300 E. Aaron Lane** - A request by Brandon Fryer to rezone the properties from I-1 (Industrial) to C-2 (General Commercial).

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

In response to Chairwoman Wiley's question, Mr. Glaser stated he doesn't believe the structure is historic.

Applicant Comments
Brandon Fryer, 6601 Harvard, Raytown, stated he's available for any questions. In response to Commissioner Nesbitt's question, Mr. Fryer stated he's hoping to clean up the property and make it usable.

Public Comments
No public comments.

Motion

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

6. **Case 24-100-19 – Rezoning – Jackson Drive & R.D. Mize Road –** A request by Jim Pollard to rezone the property from C-2 (General Commercial) and R-6 (Single Family Residential) to C-2 (General Commercial) and R-12 (Two-Family Residential).

Staff Presentation

Brian Harker presented the case and noted it would be presented with Case 24-310-05. Mr. Harker presented the Commission with a vicinity map, noting the area and surrounding zoning. He presented the Commission with an aerial map indicating the project area and explained the surrounding land uses. Mr. Harker reviewed the conditions of approval for the preliminary plat.

In response to Commissioner Ashbaugh's question, Mr. Harker explained the difference between what is typically called a townhouse versus a duplex. Mr. Harker stated these would be duplexes. He explained that some of the drawings are drafts and final plans will still have to come forward for approval.

In response to Commissioner Nesbitt's question, Mr. Harker stated the conditions are items that staff would like to review before the final plans are developed. Commissioner Nesbitt stated he would like to see better renderings and more finalized plans before this case is heard.

Applicant Comments

Jim Pollard, 3030 S Crenshaw, stated he has a similar project on Powell Road that has 20 units already completed. He said he would like to see the rezoning approved before additional funds are spent on producing a more detailed preliminary plat. Mr. Pollard said he may need to obtain a variance for the driveways.

Commissioner Ashbaugh stated it appears these are pretty tight quarters for this many units. In response to Commissioner Ashbaugh's question, Mr. Pollard said the engineer is available to speak and he does believe they have enough space for that number of units.

Kevin Sterrett, 1411 NE Todd George, Lee's Summit, stated they have a lot of detail on these preliminary plats and have labeled all the berms. He said they've gone back several times with Mr. Harker and have attempted to address all of his concerns. Mr. Sterrett said all the units will fit and the line of sight will be met as the City has required.

In response to Chairwoman's Wiley's question, Mr. Pollard stated he likes to go above and beyond the City Code and stated he does not like residents to park on the street. He said he plans to exceed the parking requirement and will abide by the other conditions outlined by staff. Mr. Harker clarified that the berms are on individual lots, not on common lots, so the city would like assurance that those berms will not be removed.

In response to Commissioner O'Neill's question, Mr. Pollard stated the C-2 zoning is existing and there is a stream buffer around that part of the property.

In response to Commissioner Nesbitt's question, Mr. Pollard stated some of the lots would like a variance for the parking. Mr. Arroyo said the development will have to meet the 1.4 parking requirement and 40% of the front yard will have to be green space. He noted preliminary plats typically have conditions and if there are substantial changes, they would have to come back to the Planning Commission before being considered for a final plat.

In response to Chairwoman Wiley's question, Mr. Pollard stated the project would still be viable even if they had to downsize the number of units.

Public Comments
No public comments.

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

OTHER BUSINESS

1. **Case 24-310-05 – Jackson Drive and RD Mize Road – Jackson Place Preliminary Plat –** A request by James Pollard for a Preliminary Plat called Jackson Place located at Jackson Drive and RD Mize Road

Commissioner Comments
In response to Commissioner Ashbaugh's question, Mr. Harker stated anyone looking to develop this property would have to come forward with a preliminary plat. Mr. Arroyo stated if the preliminary plat is approved, they would start the engineering design. If the case meets the conditions and requirements, the Planning Commission will see the final plat. If it was substantially different, the Planning Commission would see a new preliminary plat. Mr. Arroyo said if the approval is postponed, they would have to start the engineering process early, to get those details.

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

2. **Case 24-400-20 – Short-Term Rental – 3912 Circle Drive –** A request by Adam Austin to operate a Short-Term Rental.

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

Applicant Comments
Adam Austin, 622 SW Lemans Ln, Lee's Summit, stated he has removed the pavers and put in asphalt.

In response to Commissioner Nesbitt's question, Mr. Austin described where he had asphalt put in at the house. Mr. Austin said one of the smaller bedrooms upstairs will not be used as a bedroom. Mr. Glaser said staff will go inspect the new asphalt and will determine if any permits are required.

In response to Commissioner Ashbaugh's question, Mr. Arroyo stated he may have to dig out the sides for the city to inspect and determine its depth. If it's not up to code, he will have to bring it up to City Code.

In response to Mr. Austin's question, Mr. Glaser stated if someone is living at the home, the other rooms could not be rented out individually.

Public Comments

Jesse Stamps, 11205 E 40th St, stated she has a young daughter and is concerned about their safety. Ms. Stamps said she's in opposition due to the possible traffic and parties that could be held at the home.

Chasity Valaquez, 3904 Circle Drive, stated she is also concerned about her safety. She said owners don't typically care about the appearance, noise or what type of tenants they rent to. In response to Commissioner Nesbitt's question, Ms. Valaquez has seen an improvement to the driveway.

Mr. Austin stated they've spent about $50,000 on improving the property, and he would not want tenants to cause an issue with the neighbors or to leave the property damaged. Mr. Austin said they will use Airbnb and VRBO. He noted they will also screen them and not take automatic bookings.

In response to Commissioner Young's question, Mr. Austin said he will not rent to local people becuase they are typically looking for a place to have a party.

Commissioner Comments

In response to Chairwoman Wiley's question, Mr. Arroyo said if a Short-Term Rental gets complaints, the City would hold a revocation hearing at the Planning Commission.

Commissioner Nesbitt asked if a condition could be added requiring a sign that no street parking is allowed. Assistant City Counselor Langford noted he cannot put up a sign, but could be required to add "no street parking" to his advertisement. The condition will be changed to state that two additional off-street parking spaces are required.

Motion

Commissioner Dan O'Neill made a motion to approve the case, with conditions as stated by staff and amended to require two additional off-street parking spaces. Commissioner Edward Nesbitt seconded the motion. The motion was approved Yes 7, No 0, Abstained 0.

ROUNDTABLE

Mr. Arroyo noted the September 24, 2024 meeting will be canceled.

ADJOURNMENT

The meeting was adjourned at 8:16 p.m.

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

24-100 **1R** An ordinance approving a rezoning from District C-2 (General Commercial) and District R-6 (Single-Family Residential) to C-2 (General Commercial) and R-12 (Two-Family Residential) for the property located at the southwest corner of Jackson Drive and R. D. Mize Road. **1R**

Recommendations:

Commissioner Nesbitt made a motion to recommend approval of case 24-100-19, the rezoning the Southwest corner of Jackson Drive and RD Mize 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 Young – Yes
Commissioner Nesbitt – Yes
Commissioner O'Neil – Yes
Commissioner Torres – Yes
Commissioner 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 James Pollard to rezone the property from District C-2 (General Commercial) and District R-6 (Single-Family Residential) and District C-2 (General Commercial) and District R-12 (Two-Family Residential).

ZONING HISTORY:

After 2009, the residential portion of the property was labeled R-6 (Single-Family Residential). The C-2 (General Commercial) portion of the property was created in January of 1981. After 1980, the entirety of the property was zoned R-1b (Single-Family Residential). Prior to 1980 the entirety of the property was zoned R-1 (Single-Family Residential).

PROPOSAL:

The applicant requests to rezone approximately 18-acres on Jackson Drive from R-6 to R-12 to build 33-town homes and leave a small C-2 zoned lot abutting RD Mize Road. Each residential unit will have a sprinkler system and there will be a homeowners association established which will maintain the yards and common areas. The townhomes will be offered for sale and priced at approximately $450,000 and $225,000 per side.

PHYSICAL CHARACTERISTICS OF PROPERTY:

The proposed development has a fairly flat topography. The existing narrow tracts located northwest and southeast of an "S" curve in Jackson Drive will contain two, dead-end streets ending in cul-de-sacs. Duplexes with two and four car driveways will line those streets. Berms

and landscaping will provide some screening from the rights-of-way.

CHARACTERISTICS OF THE AREA:

To the east of the properties, across Jackson Drive, set single-family houses on R-6 zoned lots. The multiple-family development to the west, Arabella, has yet to be completed. To the north and northeast are undeveloped tracts and a wooded lot zoned C-2 and C-3. Undeveloped woodland lies along the railroad tracks to the south and is zoned R-6.

ANALYSIS:

Consistency with *Independence for All*, Strategic Plan:

The application is within keeping with the Measures for Success for, "Improved housing conditions." This will provide a different housing type which is identified in the Citywide Housing Study.

Comprehensive Plan Guiding Land Use Principles:

The City Comprehensive Plan recommends Business Park uses for this site. The Tools and Policies state the need to, "Encourage locating housing near existing and developing centers of economic activities development." Staff feels residential is appropriate at this location given the configuration of the lot (narrow) and the adjoining residential development nearby.

Sub-Area Plans:

The vicinity around the lot is located within the Little Blue Valley Plan area. Commercial and Industrial uses were envisioned with this plan.

Zoning:

The small C-2 (General Commercial) tract will become smaller. Allowed C-2 uses include; offices, retail shops, hair salons, light auto repair, restaurants and various other related uses. The proposed R-12 (Two-Family Residential) zoning classification allows for one or two-family dwellings and various other uses (schools, churches, government facilities, cemeteries, home-based daycare, agriculture and others with conditions). Currently, the property is zoned R-6 (Single-Family Residential) which allows for the same uses as above except for two-family homes.

Platting:

In addition to configuring the rights-of-ways and utility easements, the future commercial lot abutting R.D. Mize Road will contract in size, confined north of the north stream buffer. The legal description of this property's rezoning districts will need to reflect this boundary adjustment. (Further, we need a revised drawing labeled Preliminary Plat showing all the items required for a Final Plat, except addresses and signature blocks, plus all structures, improvements, berms, landscaping, driveways).

Historic and Archeological Sites:

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

Public Utilities:

All utility services are adjacent to rights-of-way or nearby. There are water and electric mains in the new development to the west and in RD Mize Road and Jackson Drive rights-of-way. There are sanitary mains in the new development to the west, in the RD Mize right-of-way and along the creek south of the southern tract.

Floodplain/Stream Buffer:

Portions of the northern and southern tracts, along the two streams crossing them, are in federal designated floodplains.

There is a second-order stream located within the north tract and a third order stream located within the south tract. Second-order streams shall have a minimum average buffer width of

105-feet on each side, with streamside zone of 35-feet, a middle zone of 45-feet, and an outer zone of 25-feet. Third-order streams shall have a minimum average buffer width of 125-feet on each side, with a stream side zone of 35-feet, a middle zone of 65-feet, and an outer zone of 25-feet.

Elevations:

There applicant's application indicates two styles of duplex, one to be used with the northern tract and another with the southern tract.

Driveways and Sidewalks:

Each duplex unit will have one garage, but each duplex structure will either have a two or four-car wide driveway creating as many as five parking spaces per unit on the side of the two street segments not having sidewalks and three parking spaces for some units on the sides that will have sidewalks. This will help to keep street parking at a minimum. The available off-street parking will need to meet City Code.

Streets and Access:

The two tract areas will be accessed by two dead-end rights-of-way squaring with Jackson Drive at a right angle where an existing break in the median is midway along the "S" curve.

Landscaping:

A berm and associated landscaping per Code will be provided in the rear yards of the lots abutting the Jackson Drive rights-of-way. Responsibility and descriptions of the earth work and plantings be described in the CC&R's required to be recorded with the first Final Plat. Further, these improvements will be indicated on all of the plot plans. A recorded deed restrictions or other type of guarantee will be necessary to prevent the required berm screening from being removed.

Covenants (CC&R's):

A copy of the CC&R's will be recorded with the first Final Plat.

CIP Investments:

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

REVIEW CRITERIA:

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

1. **Conformance of the requested zoning with the Comprehensive Plan.** *The Comprehensive Plan envisions Business Park uses for the area. The Tools and Policies state the need to, "Encourage locating housing near existing and developing centers of economic activities development." Further, staff feels residential is appropriate at this location given the configuration of the lot (narrow) and the adjoining residential development nearby.*
2. **Conformance of the requested zoning with any adopted neighborhood or sub-area plans in which the property is located or abuts.** *Prior to the adoption of the 2018 Comprehensive Plan, the lots were located within the Little Blue Valley Plan Area, which envisioned commercial and industrial uses in this area. There has not been a sub-area plan since the adoption of 2018 Plan.*

3. **The compatibility of the proposed zoning with the zoning and use of nearby property, including any overlay zoning.** *There are nearby R-6 zoned homes to the east and a developing R-30/PUD zoned development to the west.*
4. **The compatibility of the proposed zoning and allowed uses with the character of the neighborhood.** *The proposed R-12 zoning is compatible with the area's existing and planned housing densities.*
5. **The suitability of the subject property for the uses to which it has been restricted under the existing zoning regulations**. *The R-12 zoning is compatible with existing housing in the area as well.*
6. **The length of time the subject property has remained vacant as zoned.** *The property has remained vacant as zoned for many decades.*
7. **The extent to which approving the rezoning will detrimentally affect nearby properties**. *The rezoning should have no detrimental effect on area properties. The rezoning creates a transition zone between R-30/PUD zoning and R-6 zoning.*
8. **The gain, if any, to the public health, safety, and welfare due to denial of the application, as compared to the hardship imposed upon the landowner, if any, as a result of denial of the application.** *If rezoning is denied, it is likely the property will not be developed for single-family residential uses.*

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

Emergency Justification:

Fiscal Impact:

Council Action:

Department / Contact Community Development /

REVIEWERS

Tom Scannell
Jeremy Cover
Zachary Walker
Susanne Holland

ATTACHMENTS:

1. Draft Ordinance 24-100-19

2. Staff Report 23-100-19
3. Cover Letter
4. App Final - Jackson Place
5. Notification Letter
6. Addresses
7. Notification Area Map
8. Affidavit
9. Jackson Place Plat
10. Duplex One
11. Duplex Two
12. Property Examples
13. Comp Plan Map
14. Zoning Map
15. Planning Commission Meeting Minutes 9-10-24

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE APPROVING A REZONING FROM DISTRICT C-2 (GENERAL COMMERCIAL) AND DISTRICT R-6 (SINGLE-FAMILY RESIDENTIAL) TO C-2 (GENERAL COMMERCIAL) AND R-12 (TWO-FAMILY RESIDENTIAL) FOR THE PROPERTY LOCATED AT THE SOUTHWEST CORNER OF JACKSON DRIVE AND R.D. MIZE ROAD.

WHEREAS, an application submitted by James Pollard is requesting approval of a rezoning from District C-2 (General Commercial) and District R-6 (Single-Family Residential) to District C-2 (General Commercial) and District R-12 (Two-Family Residential) for the property located at the Southwest corner of Jackson Drive and RD Mize 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 September 19, 2024, and rendered a report to the City Council recommending the rezoning be approved by a vote of 7-0; and,

WHEREAS, after due public notice in the manner prescribed by law, the City Council held a public hearing, 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-6 (Single-Family Residential) to District C-2 (General Commercial) and District R-12 (Two-Family Residential) and shall be subject to the regulations of said district:

LEGAL DESCRIPTION (PROPOSED C-2)

All that part of the West Half of the Southwest Quarter of Section 16 Township 49 North, Range 31 West, in the City of Independence, Jackson County, Missouri, more particularly described as

follows:

Commencing at the Northwest corner of the Southwest Quarter of said Section 16; thence South 88 degrees 14 minutes 08 seconds West, along the North line of said Southwest Quarter, a distance of 498.57 feet; thence South 01 degrees 45 minutes 52 seconds West, a distance of 49.94 feet to the South right-of-way line of East R. D. Mize Road, as now established and to the POINT OF BEGINNING; thence South 82 Degrees 54 minutes 09 seconds West, along said South right-of-way line, a distance of 97.76 feet; thence South 88 degrees 09 minutes 33 seconds, continuing along said right-of-way line, a distance of 175.36 feet; thence South 36 degrees 54 minutes 45 seconds East, continuing along said South right-of-way line, a distance of 44.04 feet to the West right-of-way line of South Jackson Drive, as now established; thence South 02 degrees 39 minutes 48 seconds West, along the West right-of-way line of said South Jackson Drive, a distance of 186.00 feet to a point of curvature; thence Southerly, continuing along said West right-of-way line and along a curve to the right, having a radius of 650.00 feet and a central angle of 009 degrees 12 minutes 25 seconds, an arc distance of 104.45 feet; thence South 75 degrees 27 minutes 24 seconds West, a distance of 50.11 feet; thence North 81 degrees 12 minutes 48 seconds West, a distance of 152.68 feet; thence North 47 degrees 43 minutes 52 seconds West, a distance of 119.71 feet; thence North 02 degrees 31 minutes 47 seconds East, a distance of 251.21 feet to the POINT OF BEGINNING. Containing 94,196 square feet or 2.162 acres, more or less.

LEGAL DESCRIPTION (PROPOSED R-12)

All that part of the West Half of the Southwest Quarter of Section 16 Township 49 North, Range 31 West, in the City of Independence, Jackson County, Missouri, more particularly described as follows:

Commencing at the Northwest corner of the Southwest Quarter of said Section 16; thence South 88 degrees 14 minutes 08 seconds West, along the North line of said Southwest Quarter, a distance of 498.57 feet; thence South 01 degrees 45 minutes 52 seconds West, a distance of 49.94 feet to the South right-of-way line of East R. D. Mize Road, as now established; thence South 82 Degrees 54 minutes 09 seconds West, along said South right-of-way line, a distance of 97.76 feet; thence South 88 degrees 09 minutes 33 seconds, continuing along said right-of-way line, a distance of 175.36 feet; thence South 36 degrees 54 minutes 45 seconds East, continuing along said South right-of-way line, a distance of 44.04 feet to the West right-of-way line of South Jackson Drive, as now established; thence South 02 degrees 39 minutes 48 seconds West, along the West right-of-way line of said South Jackson Drive, a distance of 186.00 feet to a point of curvature; thence Southerly, continuing along said West right-of-way line and along a curve to the right, having a radius of 650.00 feet and a central angle of 009 degrees 12 minutes 25 seconds, an arc distance of 104.45 feet to a point of tangency and the POINT OF BEGINNING; thence South 11 degrees 52 minutes 14 seconds West, continuing along said West right-of-way line, a distance of 98.82 feet to a point of curvature; thence Southerly, continuing along said West right-of-way line and along a curve to the left, having a radius of 750.00 feet and a central angle of 009 degrees 19 minutes 40 seconds, an arc distance of 122.10 feet to a point of tangency; thence South 02 degrees 32 minutes 35 seconds West, continuing along said West right-of-way line, a distance of 795.53 feet to a point of curvature; thence Southerly and

Southwesterly, continuing along said West right-of-way line and along a curve to the right, having a radius of 650.00 feet and a central angle of 053 degrees 43 minutes 36 seconds, an arc distance of 609.51 feet to a point hereinafter referred to as Point "A"; thence North 02 degrees 31 minutes 47 seconds East, a distance of 1617.03 feet; thence South 47 degrees 43 minutes 52 seconds East, a distance of 119.71 feet; thence South 81 degrees 12 minutes 48 seconds East, a distance of 152.68 feet; thence North 75 degrees 27 minutes 24 seconds East, a distance of 50.11 feet to the POINT OF BEGINNING. Containing 371,428 square feet or 8.527 acres, more or less.

Also, Commencing at the aforesaid Point A; thence South 02 degrees 31 minutes 47 seconds West, a distance of 120.35 feet to the East right-of-way line of said South Jackson Drive and to the POINT OF BEGINNING; thence Northeasterly and Northerly, along said East right-of-way line and along a curve to the left, having a radius of 750.00 feet, and whose initial tangent bearing is North 61 degrees 41 minutes 34 seconds East, and a central angle of 056 degrees 53 minutes 41 seconds, an arc distance of 744.75 feet; thence South 85 degrees 12 minutes 29 seconds East, a distance of 34.03 feet; thence South 02 degrees 31 minutes 47 seconds West, a distance of 1229.44 feet to the South line of the Southwest Quarter of said Section 16; thence North 88 degrees 30 minutes 16 seconds West, along the South line of said Southwest Quarter, a distance of 399.03 feet; thence North 02 degrees 31 minutes 47 seconds East, a distance of 623.70 feet to the POINT OF BEGINNING. Containing 336,670 square feet or 7.729 acres, more or less.

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

INDEPENDENCE
★ COMMUNITY DEVELOPMENT ★

Planning Commission
Staff Report

MEETING DATE: September 10, 2024 **STAFF:** Brian L. Harker, Senior Planner

PROJECT NAME: Jackson Place

CASE NUMBER/REQUEST: **Case 24-100-19 – Rezoning – Jackson Drive & R.D. Mize Road –** A request by Jim Pollard to rezone the property from C-2 (General Commercial) and R-6 (Single Family Residential) to C-2 (General Commercial) and R-12 (Two-Family Residential).

APPLICANT: James Pollard

PROPERTY LOCATION: Southwest Corner of Jackson Drive and RD Mize Road

SURROUNDING ZONING/LAND USE:

North:	C-2 (General Commercial)…undeveloped lots
East:	R-6 (Single-Family Residential)…single-family houses
	C-3 (Service Commercial)…undeveloped wooded tract
South:	R-6 (Single-Family Residential)…undeveloped tract
West:	R-30/PUD (High Density Residential/Planned Unit Development)…developing subdivions

PUBLIC NOTICE:

- Letters to property owners – August 15, 2024
- Public Notice published in the Independence Examiner – August 24, 2024
- Signs posted on property – August 23, 2024

FURTHER ACTION:

Following action by the Planning Commission, this rezoning request is scheduled for first reading by the City Council on October 7, 2024 and the public hearing/second reading on October 21, 2024.

RECOMMENDATION

Staff recommends **APPROVAL** of this rezoning request.

PROJECT DESCRIPTION & BACKGROUND INFORMATION

PROJECT DESCRIPTION: A request by James Pollard to rezone this property from C-2 (General Commercial) and R-6 (Single Family Residential) to C-2 (General Commercial) and R-12 (Two-Family Residential).

Current Zoning:	C-2 (General Commercial) and R-6 (Single-Family Residential)	**Proposed Zoning:**	C-2 (General Commercial) and R-12 (Two-Family Residential)

Current Use: Vacant tracts

ZONING HISTORY:
After 2009, the residential portion of the property was labeled R-6 (Single-Family Residential). The C-2 (General Commercial) portion of the property was created in January of 1981. After 1980, the entirety of the property was zoned R-1b (Single-Family Residential). Prior to 1980 the entirety of the property was zoned R-1 (Single-Family Residential).

PROPOSAL:
The applicant requests to rezone approximately 18-acres on Jackson Drive from R-6 to R-12 to build 33-town homes and leave a small C-2 zoned lot abutting RD Mize Road. Each residential unit will have a sprinkler system and there will be a homeowners association established which will maintain the yards and common areas. The townhomes will be offered for sale and priced at approximately $450,000 and $225,000 per side.

PHYSICAL CHARACTERISTICS OF PROPERTY:
The proposed development has a fairly flat topography. The existing narrow tracts located northwest and southeast of an "S" curve in Jackson Drive will contain two, dead-end streets ending in cul-de-sacs. Duplexes with two and four car driveways will line those streets. Berms and landscaping will provide some screening from the rights-of-way.

CHARACTERISTICS OF THE AREA:
To the east of the properties, across Jackson Drive, set single-family houses on R-6 zoned lots. The multiple-family development to the west, Arabella, has yet to be completed. To the north and northeast are undeveloped tracts and a wooded lot zoned C-2 and C-3. Undeveloped woodland lies along the railroad tracks to the south and is zoned R-6.

ANALYSIS

Consistency with *Independence for All*, Strategic Plan:
The application is within keeping with the Measures for Success for, "Improved housing conditions." This will provide a different housing type which is identified in the Citywide Housing Study.

Comprehensive Plan Tools and Policies for the Current Designation:
The City Comprehensive Plan recommends Business Park uses for this site. The Tools and Policies state the need to, "Encourage locating housing near existing and developing centers of economic activities development." Staff feels residential is appropriate at this location given the configuration of the lot (narrow) and the adjoining residential development nearby.

Sub-Area Plans:
The vicinity around the lot is located within the Little Blue Valley Plan area. Commercial and Industrial uses were envisioned with this plan.

Zoning:
The small C-2 (General Commercial) tract will become smaller. Allowed C-2 uses include; offices, retail shops, hair salons, light auto repair, restaurants and various other related uses. The proposed R-12 (Two-Family Residential) zoning classification allows for one or two-family dwellings and

various other uses (schools, churches, government facilities, cemeteries, home-based daycare, agriculture and others with conditions). Currently, the property is zoned R-6 (Single-Family Residential) which allows for the same uses as above except for two-family homes.

Platting:
In addition to configuring the rights-of-ways and utility easements, the future commercial lot abutting R.D. Mize Road will contract in size, confined north of the north stream buffer. The legal description of this property's rezoning districts will need to reflect this boundary adjustment. (Further, we need a revised drawing labeled Preliminary Plat showing all the items required for a Final Plat, except addresses and signature blocks, plus all structures, improvements, berms, landscaping, driveways).

Historic and Archeological Sites:
There are no apparent historic or archeological issues with this property.

Public Utilities:
All utility services are adjacent to rights-of-way or nearby. There are water and electric mains in the new development to the west and in RD Mize Road and Jackson Drive rights-of-way. There are sanitary mains in the new development to the west, in the RD Mize right-of-way and along the creek south of the southern tract.

Floodplain/Stream Buffer:
Portions of the northern and southern tracts, along the two streams crossing them, are in federal designated floodplains.

There is a second-order stream located within the north tract and a third order stream located within the south tract. Second-order streams shall have a minimum average buffer width of 105-feet on each side, with streamside zone of 35-feet, a middle zone of 45-feet, and an outer zone of 25-feet. Third-order streams shall have a minimum average buffer width of 125-feet on each side, with a stream side zone of 35-feet, a middle zone of 65-feet, and an outer zone of 25-feet.

Elevations:
There applicant's application indicates two styles of duplex, one to be used with the northern tract and another with the southern tract.

Driveways and Sidewalks:
Each duplex unit will have one garage, but each duplex structure will either have a two or four-car wide driveway creating as many as five parking spaces per unit on the side of the two street segments not having sidewalks and three parking spaces for some units on the sides that will have sidewalks. This will help to keep street parking at a minimum. The available off street parking will need to meet City Code.

Streets and Access:
The two tract areas will be accessed by two dead-end rights-of-way squaring with Jackson Drive at a right angle where an existing break in the median is midway along the "S" curve.

Landscaping:
A berm and associated landscaping per Code will be provided in the rear yards of the lots abutting the Jackson Drive rights-of-way. Responsibility and descriptions of the earth work and plantings

be described in the CC&R's required to be recorded with the first Final Plat. Further, these improvements will be indicated on all of the plot plans. A recorded deed restrictions or other type of guarantee will be necessary to prevent the required berm screening from being removed.

Covenants (CC&R's):
A copy of the CC&R's will be recorded with the First Final Plat.

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

REVIEW CRITERIA

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

1. **Conformance of the requested zoning with the Comprehensive Plan.**
   The Comprehensive Plan envisions Business Park uses for the area. The Tools and Policies state the need to, "Encourage locating housing near existing and developing centers of economic activities development." Further, staff feels residential is appropriate at this location given the configuration of the lot (narrow) and the adjoining residential development nearby.
2. **Conformance of the requested zoning with any adopted neighborhood or sub-area plans in which the property is located or abuts.**
   Prior to the adoption of the 2018 Comprehensive Plan, the lots were located within the Little Blue Valley Plan Area, which envisioned commercial and industrial uses in this area. There has not been a sub-area plan since the adoption of 2018 Plan.
3. **The compatibility of the proposed zoning with the zoning and use of nearby property, including any overlay zoning.**
   There are nearby R-6 zoned homes to the east and a developing R-30/PUD zoned development to the west.
4. **The compatibility of the proposed zoning and allowed uses with the character of the neighborhood.**
   The proposed R-12 zoning is compatible with the area's existing and planned housing densities.
5. **The suitability of the subject property for the uses to which it has been restricted under the existing zoning regulations**.
   The R-12 zoning is compatible with existing housing in the area as well.
6. **The length of time the subject property has remained vacant as zoned.**
   The property has remained vacant as zoned for many decades.
7. **The extent to which approving the rezoning will detrimentally affect nearby properties**.
   The rezoning should have no detrimental effect on area properties. The rezoning creates a transition zone between R-30/PUD zoning and R-6 zoning.

8. **The gain, if any, to the public health, safety, and welfare due to denial of the application, as compared to the hardship imposed upon the landowner, if any, as a result of denial of the application.**
   If rezoning is denied, it is likely the property will not be developed for single-family residential uses.

EXHIBITS

1. Narrative
2. Application
3. Notification letter
4. Address List
5. Notification Area Map
6. Affidavit
7. Proposed Plan
8. Duplex Plan One
9. Duplex Plan Two
10. Property Examples
11. Comprehensive Plan map
12. Zoning map

Project Name: Jackson Place

Applicant: Jim Pollard
Request: Rezone approximately 18 acres from R-6 to R-12 P.U.D

I am requesting rezoning of approximately 18 acres on Jackson Drive from R-6 to R-12 PUD to build 33 townhomes. Please find enclosed pictures of the building proposed to be built.

Each unit will have a sprinkler system and there will be a homeowners association established which will maintain the yards and common areas.

The townhomes will b offered for sale and priced at approximately $450,000 and $225,000 per side.

Legal description is on the preliminary development plan.

If you have any questions please feel free to contact Jim Pollard 816-686-8800.

INDEPENDENCE
MISSOURI

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

Jackson Place
Project Name

Jackson Drive at R.D.Mize Drive
Project Address/Location

3300/Duplex	16.17 (Lots & Tracts)	33/5	Yes
Sq. Ft. of Building	Acreage	Number of Lots/Tracts	Steam Buffer (Yes or No)
GC & R-6	C-2 &R-12	Vacant	MF Duplexes
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

Jim Pollard	N/A
Name	Company
303 S. Crenshaw Road, Independence, MO 64057	
Address	
816-686-8800	jim10dreams68@gmail.com
Phone	Email

Owner

Same As Applicant	
Name	Company
Address	
Phone	Email

Architect/Engineer/Surveyor/Other:

Kevin Sterrett	Hg Consult, Inc.
Name	Company
1533 Locust Street, Kansas City, MO 64108	
Address	
816-703-7098	ksterrett@hgcons.com
Phone	Email

Architect/Engineer/Surveyor/Other:

Name	Company
Address	
Phone	Email

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

Applicant’s Signature	Date	Owner’s Signature	Date

PROPERTY OWNER NOTIFICATION LETTER
City of Independence, Missouri

Date: August 15, 2024

Case No. 24-100-19

Dear Property Owner:

This is to notify you that an application has been submitted for consideration of a preliminary development plan. A full public hearing will be held by the Planning Commission and the City Council will consider new information on the dates and time identified below.

Proposed project description: Rezone from GC - RE (single family Residential) to C-2 & R-12 MF Duplexes

Applicant: James M Pollard

Location of Property: See MAP
Location Map must also be attached

Meeting of: ☒ Planning Commission
Date and Time of Hearing: September 10th, 2024, at 6 p.m.

☒ City Council
Date and Time of Hearing: October 21st, 2024, at 6 p.m.

Location of public hearing:

☒ City Council Chambers, City Hall, 111 E Maple, Independence, Missouri

All interested persons are invited to attend and will have an opportunity to be heard at the public hearing.

You may file a protest petition with the Community Development Department. If valid protest petitions are received from property owners of thirty percent (30%) of the land within the notification area, exclusive of the public right-of-way, a super majority vote of the City Council is required to approve this preliminary development plan request. Copies of the protest petitions are available from the Community Development Department in City Hall.

James M Pollard
Applicant (or Owner or Agent)

For more information, contact the Community Development Department at 816-325-7425.

Gary's Foundation Inc.
19819 E. R.D. Mize Rd.
Independence MO 64057

Mailing address
PO BOX 177
Pleasant Hill, MO 64080

Russell and Susan L. Burton
19901 E. R.D. Mize Rd.
Independence, MO 64057

Mailing address
2510 Mohican Ave.
Independence, MO 64057

Leroy Justin and Juliann Louise Lucero
3146 S. Selsa Rd.
Independence, MO 64057

Walter C. and Christine L. Gilliam
3348 S. Cochise
Independence, MO 64057

Frank G. and Leslie A. Tuttle
3208 S. Selsa Rd.
Independence, MO 64057

Jason and Kate Payne
3218 S. Selsa Rd.
Independence, MO 64057

Mailing address
626 NW 42nd Ter.
Kansas City, MO 64116

Del Ray and Rachel C. Litle
3226 S. Selsa Rd.
Independence, MO 64057

Carol I. Sims
3240 S. Selsa Rd.
Independence, MO 64057

Mailing address
3234 S. Selsa Rd.
Independence, MO 64057

Joanna and Yanez Ashley
3422 S. Selsa Rd.
Independence MO

Mailing address
3432 S. Selsa Rd.
Independence, MO 64057

Joanna and Yanez Ashley
3432 S. Selsa Rd.
independence, MO 64057

Christopher Lee Jackson
3420 S. Selsa Rd.
Independence, MO 64057

Mailing address
600 N. Seminole Dr.
Independence, MO 64056

Covenant Land Trust LLC
3726 S. Selsa Rd.
Independence, MO 64057

Mailing address
214 S. Spring St.
Independence, MO 64050

Lombardo Homes of Independence LLC
19601 E. R.D. Mize Rd.
Independence, MO 64057

Mailing address
12955 23 Mile Rd.
Shelby TWP, MI 48315

Missouri RE LLC
19700 E. R.D. Mize Rd.
Independence, MO 64057

Mailing address
18 SE Wall St.
Marblehead, MA 01945

Tamiami LLC
19716 E. R.D. Mize Rd.
Independence, MO 64057

Mailing address
5220 N. Tamiami Trail N. STE 112
Naples Fl 34103

Garland E. Herrick Jr and Donna L. Herrick
3250 S. Selsa Rd.
Independence, MO 64057

Serinna M. Kennedy
3300 S. Selsa Rd.
Independence, MO 64057

Timothy G. and Katharine L. Brown
3310 S. Selsa Rd.
Independence, MO 64057

Mailing address
P.O. Box 3073
Independence, MO 64057

William J. Noland
3318 S. Selsa Rd.
Independence, MO 64057

Ira Emms FBO Marilyn May LLC
3328 S. Selsa Rd.
Independence, MO 64057

Mailing address
29001 E. Beth Ct.
Grain Valley, MO 64029

Cliffetta Victoria Hines
3336 S. Selsa Rd.
Independence, MO 64057

Mailing address
12912 E. 50th St.
Independence, MO 64055

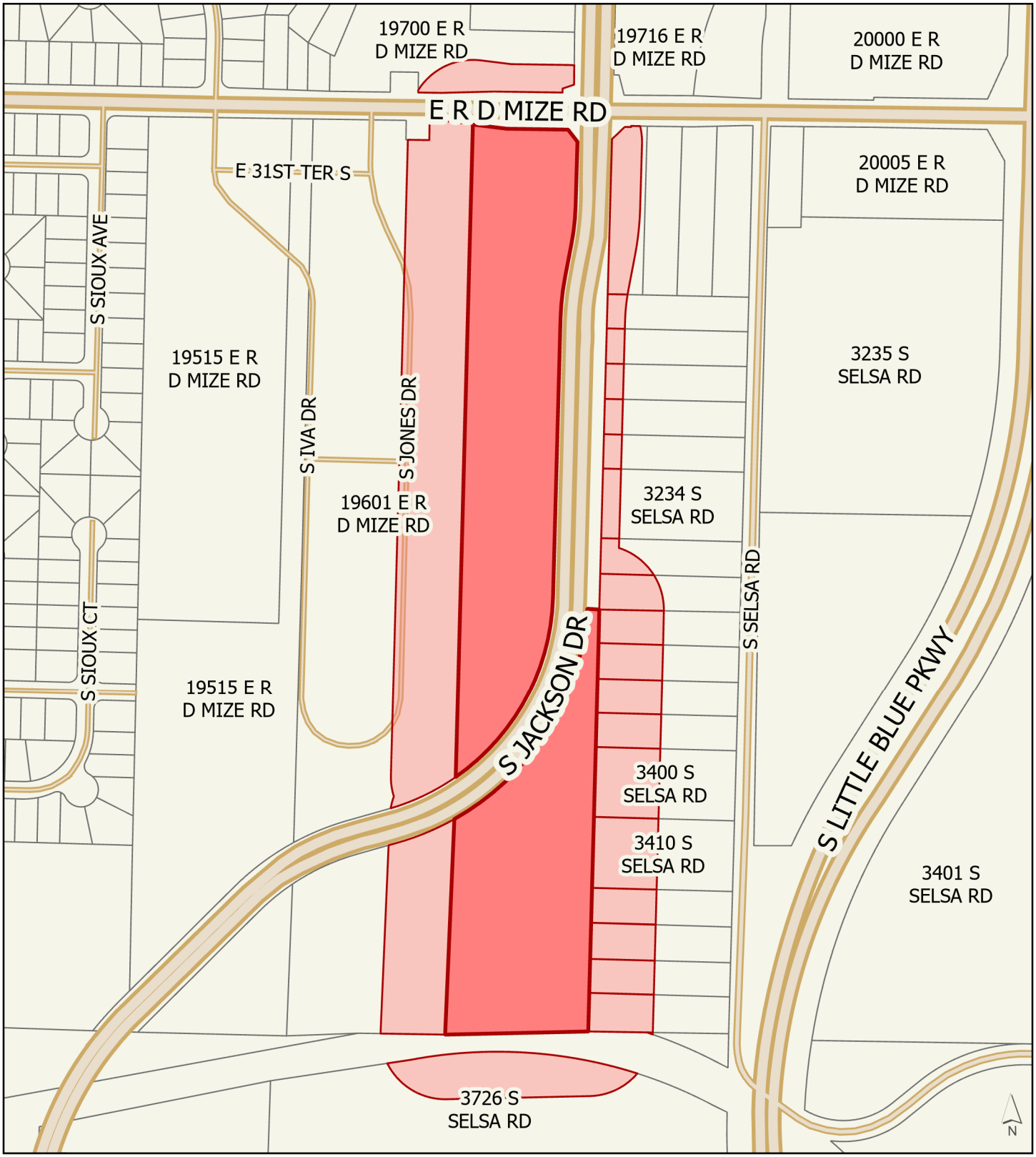
Ashley M. and Tadeo Delfino Yanez
3400 S. Selsa Rd.
Independence, MO 64057

Ashley M. and Tadeo Delfino Yanez
3410 S. Selsa Rd.
Independence, MO 64057

Notification Area

24-100-19

Corner of Jackson DR and R D Mize RD Independence, MO



Subject Property

185 ft Notification Area

0 250 100 Feet

Prepared by Joshua Garrett, Community Development
Date: 7/18/2024

PROPERTY OWNER NOTIFICATION AFFIDAVIT
City of Independence, Missouri

STATE OF MISSOURI

COUNTY OF JACKSON

Case No. 24-100-19

I, James Pollard 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 and City Council, 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 15 day of August 20 24.

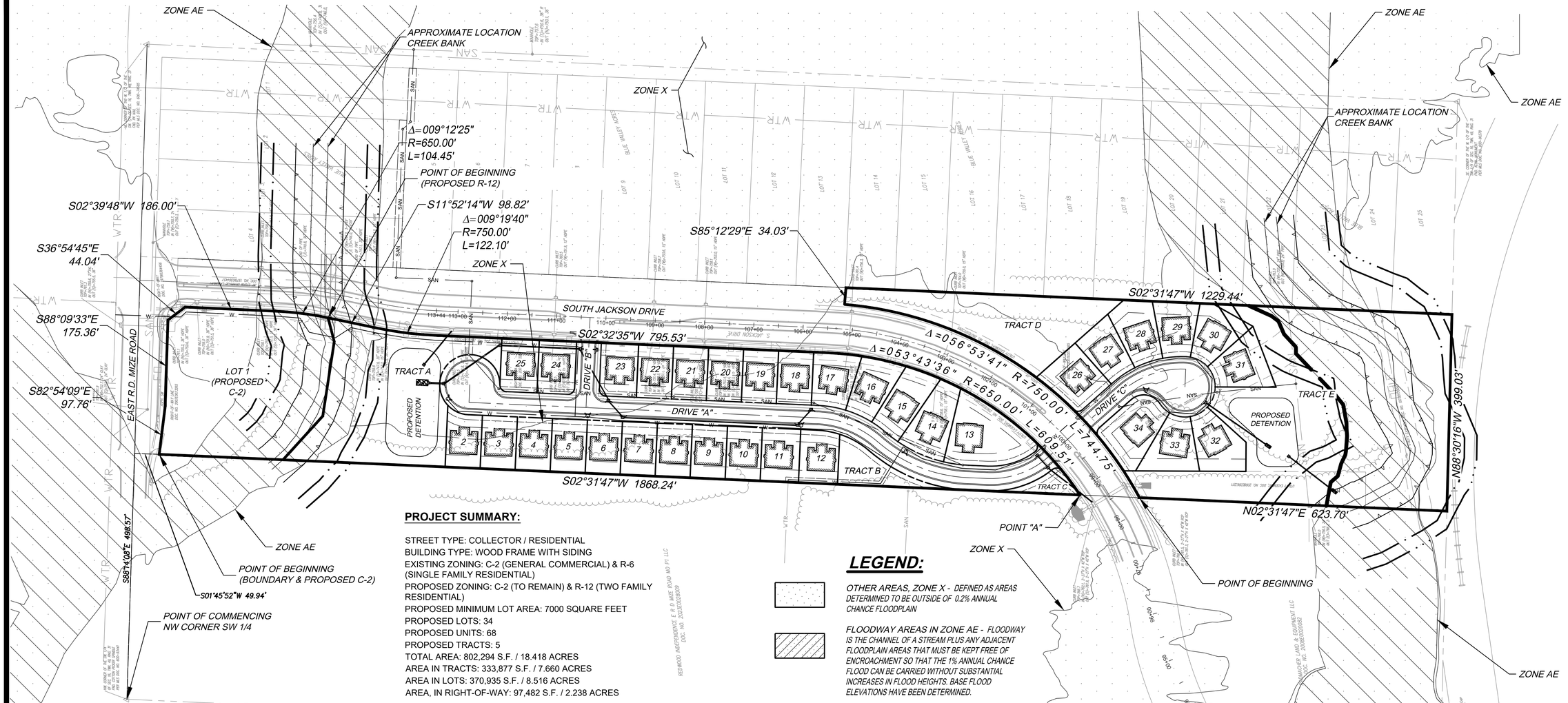
James Pollard
Signature of Agent, Owner or Attorney

Subscribed and sworn to before me this 15th day of August, 2024.

Kim Finnigan
Notary Public

KIM FINNIGAN
Notary Public - Notary Seal
STATE OF MISSOURI
Jackson County
My Commission Expires: December 26, 2025
Commission #13815138

My Commission Expires:



PROJECT SUMMARY:

STREET TYPE: COLLECTOR / RESIDENTIAL
BUILDING TYPE: WOOD FRAME WITH SIDING
EXISTING ZONING: C-2 (GENERAL COMMERCIAL) & R-6 (SINGLE FAMILY RESIDENTIAL)
PROPOSED ZONING: C-2 (TO REMAIN) & R-12 (TWO FAMILY RESIDENTIAL)
PROPOSED MINIMUM LOT AREA: 7000 SQUARE FEET
PROPOSED LOTS: 34
PROPOSED UNITS: 68
PROPOSED TRACTS: 5
TOTAL AREA: 802,294 S.F. / 18.418 ACRES
AREA IN TRACTS: 333,877 S.F. / 7.660 ACRES
AREA IN LOTS: 370,935 S.F. / 8.516 ACRES
AREA, IN RIGHT-OF-WAY: 97,482 S.F. / 2.238 ACRES

LEGEND:

OTHER AREAS, ZONE X - DEFINED AS AREAS DETERMINED TO BE OUTSIDE OF 0.2% ANNUAL CHANCE FLOODPLAIN

FLOODWAY AREAS IN ZONE AE - FLOODWAY IS THE CHANNEL OF A STREAM PLUS ANY ADJACENT FLOODPLAIN AREAS THAT MUST BE KEPT FREE OF ENCROACHMENT SO THAT THE 1% ANNUAL CHANCE FLOOD CAN BE CARRIED WITHOUT SUBSTANTIAL INCREASES IN FLOOD HEIGHTS. BASE FLOOD ELEVATIONS HAVE BEEN DETERMINED.

LEGAL DESCRIPTION (BOUNDARY):

All that part of the West Half of the Southwest Quarter of Section 16 Township 49 North, Range 31 West, in the City of Independence, Jackson County, Missouri, more particularly described as follows:

Commencing at the Northwest corner of the Southwest Quarter of said Section 16; thence South 88 degrees 14 minutes 08 seconds West, along the North line of said Southwest Quarter, a distance of 498.57 feet; thence South 01 degrees 45 minutes 52 seconds West, a distance of 49.94 feet to the South right-of-way line of East R. D. Mize Road, as now established and to the POINT OF BEGINNING; thence South 82 Degrees 54 minutes 09 seconds West, along said South right-of-way line, a distance of 97.76 feet; thence South 88 degrees 09 minutes 33 seconds, continuing along said right-of-way line, a distance of 175.36 feet; thence South 36 degrees 54 minutes 45 seconds East, continuing along said South right-of-way line, a distance of 44.04 feet to the West right-of-way line of South Jackson Drive, as now established; thence South 02 degrees 39 minutes 48 seconds West, along the West right-of-way line of said South Jackson Drive, a distance of 186.00 feet to a point of curvature; thence Southerly, continuing along said West right-of-way line and along a curve to the right, having a radius of 650.00 feet and a central angle of 009 degrees 12 minutes 25 seconds, an arc distance of 104.45 feet to a point of tangency; thence South 11 degrees 52 minutes 14 seconds West, continuing along said West right-of-way line, a distance of 98.82 feet to a point of curvature; thence Southerly, continuing along said West right-of-way line and along a curve to the left, having a radius of 750.00 feet and a central angle of 009 degrees 19 minutes 40 seconds, an arc distance of 122.10 feet to a point of tangency; thence South 02 degrees 32 minutes 35 seconds West, continuing along said West right-of-way line, a distance of 795.53 feet to a point of curvature; thence Southerly and Southwesterly, continuing along said West right-of-way line and along a curve to the right, having a radius of 650.00 feet and a central angle of 053 degrees 43 minutes 36 seconds, an arc distance of 609.51 feet to a point hereinafter referred to as Point "A"; thence North 02 degrees 31 minutes 47 seconds East, a distance of 1868.24 feet to the POINT OF BEGINNING. Containing 465,624 square feet or 10.689 acres, more or less.

Also, Commencing at the aforesaid Point A; thence South 02 degrees 31 minutes 47 seconds West, a distance of 120.35 feet to the East right-of-way line of said South Jackson Drive and to the POINT OF BEGINNING; thence Northeasterly and Northerly, along said East right-of-way line and along a curve to the left, having a radius of 750.00 feet, and whose initial tangent bearing is North 61 degrees 41 minutes 34 seconds East, and a central angle of 056 degrees 53 minutes 41 seconds, an arc distance of 744.75 feet; thence South 85 degrees 12 minutes 29 seconds East, a distance of 34.03 feet; thence South 02 degrees 31 minutes 47 seconds West, a distance of 1229.44 feet to the South line of the Southwest Quarter of said Section 16; thence North 88 degrees 30 minutes 16 seconds West, along the South line of said Southwest Quarter, a distance of 399.03 feet; thence North 02 degrees 31 minutes 47 seconds East, a distance of 623.70 feet to the POINT OF BEGINNING. Containing 336,670 square feet or 7.729 acres, more or less.

LEGAL DESCRIPTION (PROPOSED R-12):

All that part of the West Half of the Southwest Quarter of Section 16 Township 49 North, Range 31 West, in the City of Independence, Jackson County, Missouri, more particularly described as follows:

Commencing at the Northwest corner of the Southwest Quarter of said Section 16; thence South 88 degrees 14 minutes 08 seconds West, along the North line of said Southwest Quarter, a distance of 498.57 feet; thence South 01 degrees 45 minutes 52 seconds West, a distance of 49.94 feet to the South right-of-way line of East R. D. Mize Road, as now established; thence South 82 Degrees 54 minutes 09 seconds West, along said South right-of-way line, a distance of 97.76 feet; thence South 88 degrees 09 minutes 33 seconds, continuing along said right-of-way line, a distance of 175.36 feet; thence South 36 degrees 54 minutes 45 seconds East, continuing along said South right-of-way line, a distance of 44.04 feet to the West right-of-way line of South Jackson Drive, as now established; thence South 02 degrees 39 minutes 48 seconds West, along the West right-of-way line of said South Jackson Drive, a distance of 186.00 feet to a point of curvature; thence Southerly, continuing along said West right-of-way line and along a curve to the right, having a radius of 650.00 feet and a central angle of 009 degrees 12 minutes 25 seconds, an arc distance of 104.45 feet to a point of tangency and the POINT OF BEGINNING; thence South 11 degrees 52 minutes 14 seconds West, continuing along said West right-of-way line, a distance of 98.82 feet to a point of curvature; thence Southerly, continuing along said West right-of-way line and along a curve to the left, having a radius of 750.00 feet and a central angle of 009 degrees 19 minutes 40 seconds, an arc distance of 122.10 feet to a point of tangency; thence South 02 degrees 32 minutes 35 seconds West, continuing along said West right-of-way line, a distance of 795.53 feet to a point of curvature; thence Southerly and Southwesterly, continuing along said West right-of-way line and along a curve to the right, having a radius of 650.00 feet and a central angle of 053 degrees 43 minutes 36 seconds, an arc distance of 609.51 feet to a point hereinafter referred to as Point "A"; thence North 02 degrees 31 minutes 47 seconds East, a distance of 1617.03 feet; thence South 47 degrees 43 minutes 52 seconds East, a distance of 119.71 feet; thence South 81 degrees 12 minutes 48 seconds East, a distance of 152.68 feet; thence North 75 degrees 27 minutes 24 seconds East, a distance of 50.11 feet to the POINT OF BEGINNING. Containing 371,428 square feet or 8.527 acres, more or less.

Also, Commencing at the aforesaid Point A; thence South 02 degrees 31 minutes 47 seconds West, a distance of 120.35 feet to the East right-of-way line of said South Jackson Drive and to the POINT OF BEGINNING; thence Northeasterly and Northerly, along said East right-of-way line and along a curve to the left, having a radius of 750.00 feet, and whose initial tangent bearing is North 61 degrees 41 minutes 34 seconds East, and a central angle of 056 degrees 53 minutes 41 seconds, an arc distance of 744.75 feet; thence South 85 degrees 12 minutes 29 seconds East, a distance of 34.03 feet; thence South 02 degrees 31 minutes 47 seconds West, a distance of 1229.44 feet to the South line of the Southwest Quarter of said Section 16; thence North 88 degrees 30 minutes 16 seconds West, along the South line of said Southwest Quarter, a distance of 399.03 feet; thence North 02 degrees 31 minutes 47 seconds East, a distance of 623.70 feet to the POINT OF BEGINNING. Containing 336,670 square feet or 7.729 acres, more or less.

LEGAL DESCRIPTION (PROPOSED C-2):

All that part of the West Half of the Southwest Quarter of Section 16 Township 49 North, Range 31 West, in the City of Independence, Jackson County, Missouri, more particularly described as follows:

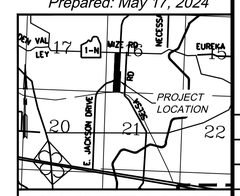
Commencing at the Northwest corner of the Southwest Quarter of said Section 16; thence South 88 degrees 14 minutes 08 seconds West, along the North line of said Southwest Quarter, a distance of 498.57 feet; thence South 01 degrees 45 minutes 52 seconds West, a distance of 49.94 feet to the South right-of-way line of East R. D. Mize Road, as now established and to the POINT OF BEGINNING; thence South 82 Degrees 54 minutes 09 seconds West, along said South right-of-way line, a distance of 97.76 feet; thence South 88 degrees 09 minutes 33 seconds, continuing along said right-of-way line, a distance of 175.36 feet; thence South 36 degrees 54 minutes 45 seconds East, continuing along said South right-of-way line, a distance of 44.04 feet to the West right-of-way line of South Jackson Drive, as now established; thence South 02 degrees 39 minutes 48 seconds West, along the West right-of-way line of said South Jackson Drive, a distance of 186.00 feet to a point of curvature; thence Southerly, continuing along said West right-of-way line and along a curve to the right, having a radius of 650.00 feet and a central angle of 009 degrees 12 minutes 25 seconds, an arc distance of 104.45 feet; thence South 75 degrees 27 minutes 24 seconds West, a distance of 50.11 feet; thence North 81 degrees 12 minutes 48 seconds West, a distance of 152.68 feet; thence North 47 degrees 43 minutes 52 seconds West, a distance of 119.71 feet; thence North 02 degrees 31 minutes 47 seconds East, a distance of 251.21 feet to the POINT OF BEGINNING. Containing 94,196 square feet or 2.162 acres, more or less.

DEVELOPER
JIM POLLARD
3030 S. CRENSHAW ROAD
INDEPENDENCE, MISSOURI 64057
(816) 686-8800
CONTACT - JIM POLLARD

ENGINEER
Hg CONSULT, INC.
1411 NE TODD GEORGE RD.
LEE'S SUMMIT, MISSOURI 64086
(816) 703-7098
CONTACT - KEVIN STERRETT

0 100' 150' 200'
SCALE: 1"=100'

Prepared: May 17, 2024



VICINITY MAP
NOT TO SCALE

NO.	DATE	REVISION	BY	CK/APP
2	08/12/24	Revised per City comment letter 8/1/24	RKS	RKS
1	07/26/24	REVISED PER CITY COMMENTS	SPW	RKS
	05/17/24	SUBMIT TO CITY OF INDEPENDENCE	SPW	RKS

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STATE OF MISSOURI
RICHARD KEVIN STERRETT
NUMBER 2006040
REGISTERED PROFESSIONAL ENGINEER

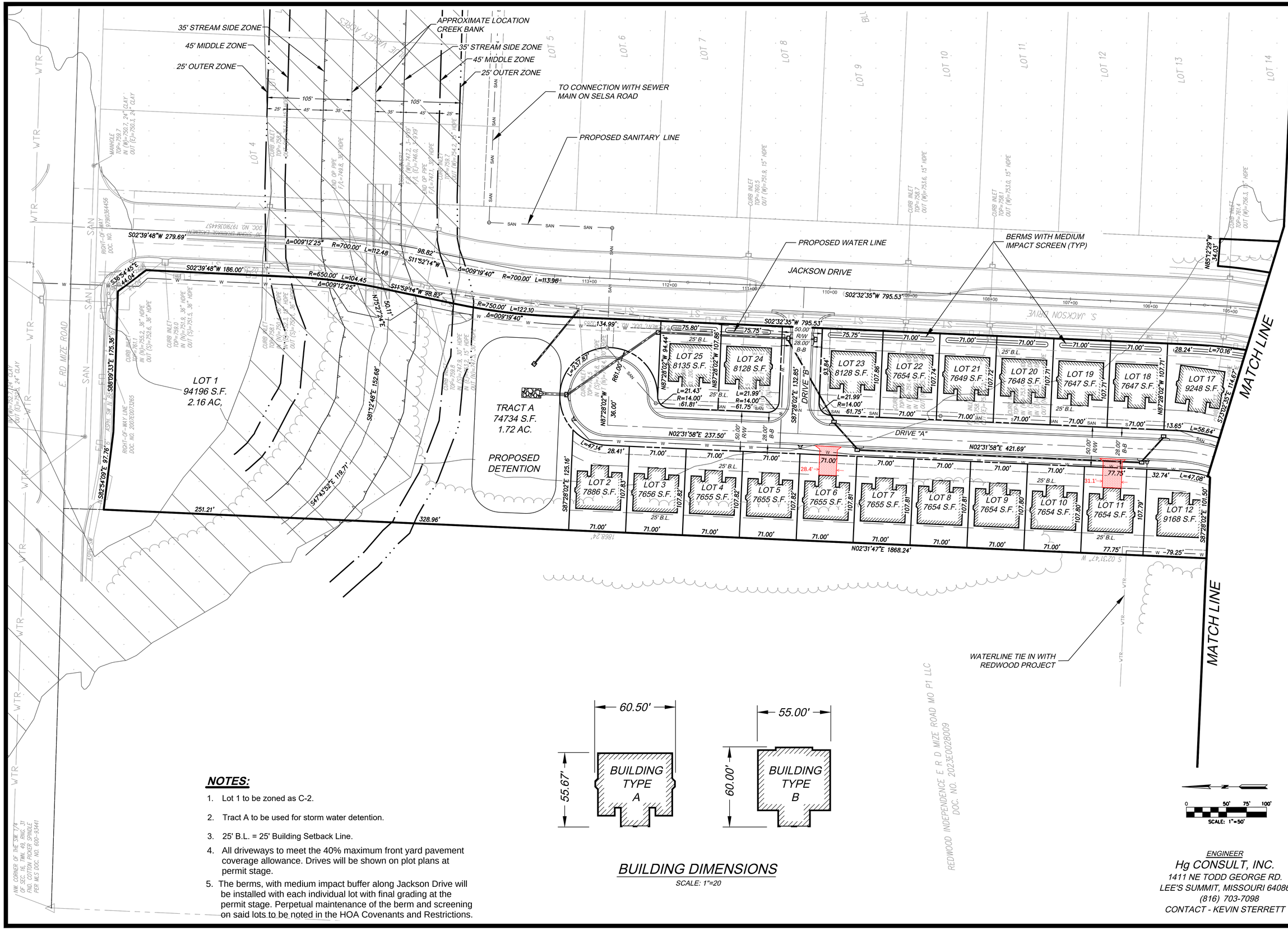
R. KEVIN STERRETT, MO E-26440
July 26, 2024

Hg Consult Inc engineers planners
1533 Locust Street, Kansas City, Missouri 64108
CORPORATE LICENSE No. E2010005573 (MO.) / E-1736 (KS.) / LS 2019005467

PRELIMINARY DEVELOPMENT PLAN
OVERALL SITE PLAN
JACKSON PLACE
PART OF THE SW¼ OF SECTION 16-T49N-R31W
CITY OF INDEPENDENCE, JACKSON COUNTY, MISSOURI

X-REF NO.
23-072 Base
DRAWING NO.
23-072PDPs
DATE
May 17, 2024
JOB NO.
23-072

C1.01



NOTES:

1. Lot 1 to be zoned as C-2.
2. Tract A to be used for storm water detention.
3. 25' B.L. = 25' Building Setback Line.
4. All driveways to meet the 40% maximum front yard pavement coverage allowance. Drives will be shown on plot plans at permit stage.
5. The berms, with medium impact buffer along Jackson Drive will be installed with each individual lot with final grading at the permit stage. Perpetual maintenance of the berm and screening on said lots to be noted in the HOA Covenants and Restrictions.

BUILDING DIMENSIONS

SCALE: 1"=20

ENGINEER
Hg CONSULT, INC.
1411 NE TODD GEORGE RD.
LEE'S SUMMIT, MISSOURI 64086
(816) 703-7098
CONTACT - KEVIN STERRETT

NO.	DATE	REVISION	BY	CK/APP
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1	07/26/24	REVISED PER CITY COMMENTS	SPW	RKS
	05/17/24	SUBMIT TO CITY OF INDEPENDENCE	SPW	RKS

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STATE OF MISSOURI
RICHARD KEVIN STERRETT
NUMBER 2006
REGISTERED PROFESSIONAL ENGINEER

R. KEVIN STERRETT, MO E-26440
July 26, 2024

Hg Consult Inc engineers planners
1533 Locust Street, Kansas City, Missouri 64108
CORPORATE LICENSE No. E2010000573 (MO.) / E-1736 (KS.) / LS 2010005467

PRELIMINARY DEVELOPMENT PLAN
SITE DIMENSION PLAN NORTH

JACKSON PLACE
PART OF THE SW ¼ OF SECTION 16-T49N-R31W
CITY OF INIDEPENDENCE, JACKSON COUNTY, MISSOURI

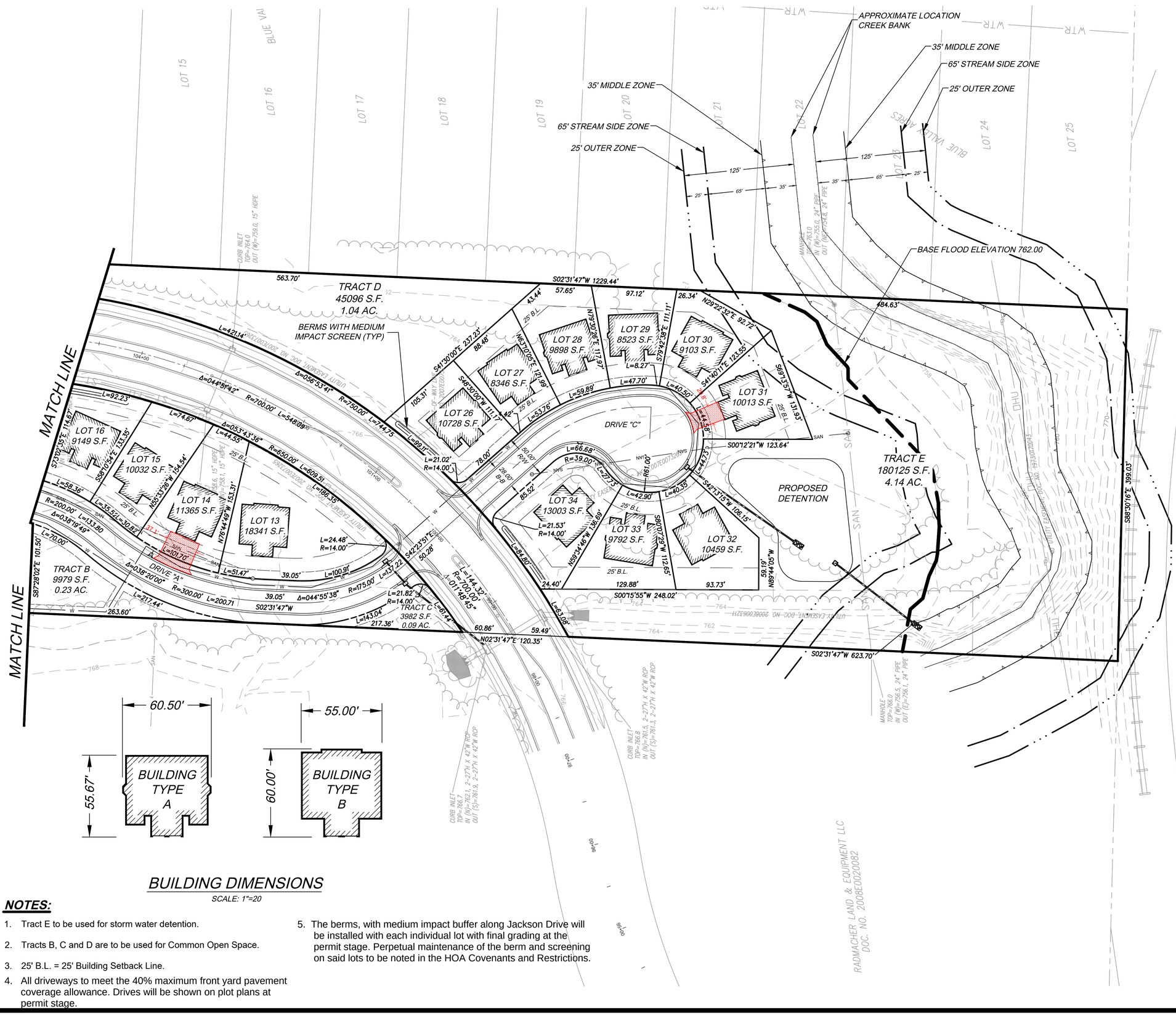
X-REF NO.
23-072 Base

DRAWING NO.
23-072PDPs

DATE
May 17, 2024

JOB NO.
23-072

C1.02



BUILDING DIMENSIONS

SCALE: 1"=20

NOTES:

1. Tract E to be used for storm water detention.
2. Tracts B, C and D are to be used for Common Open Space.
3. 25' B.L. = 25' Building Setback Line.
4. All driveways to meet the 40% maximum front yard pavement coverage allowance. Drives will be shown on plot plans at permit stage.
5. The berms, with medium impact buffer along Jackson Drive will be installed with each individual lot with final grading at the permit stage. Perpetual maintenance of the berm and screening on said lots to be noted in the HOA Covenants and Restrictions.

0 50' 75' 100'
SCALE: 1"=50'

NO.	DATE	REVISION	BY	CK/APP
2	08/12/24	Revised per City comment letter 8/1/24	RKS	RKS
1	07/26/24	REVISED PER CITY COMMENTS	SPW	RKS
	05/17/24	SUBMIT TO CITY OF INDEPENDENCE	SPW	RKS

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STATE OF MISSOURI
RICHARD KEVIN STERRETT
NUMBER 2644
REGISTERED PROFESSIONAL ENGINEER

R. KEVIN STERRETT, MO E-26440
July 26, 2024

Consult Inc engineers planners
1533 Locust Street, Kansas City, Missouri 64108
CORPORATE LICENSE No. E2010005573 (MO.) / E-1736 (KS.) / LS 2019005467

PRELIMINARY DEVELOPMENT PLAN
SITE DIMENSION PLAN SOUTH

JACKSON PLACE

PART OF THE SW ¼ OF SECTION 16-T49N-R31W
CITY OF INIDEPENDENCE, JACKSON COUNTY, MISSOURI

X-REF NO.
23-072 Base

DRAWING NO.
23-072PDPs

DATE
May 17, 2024

JOB NO.
23-072

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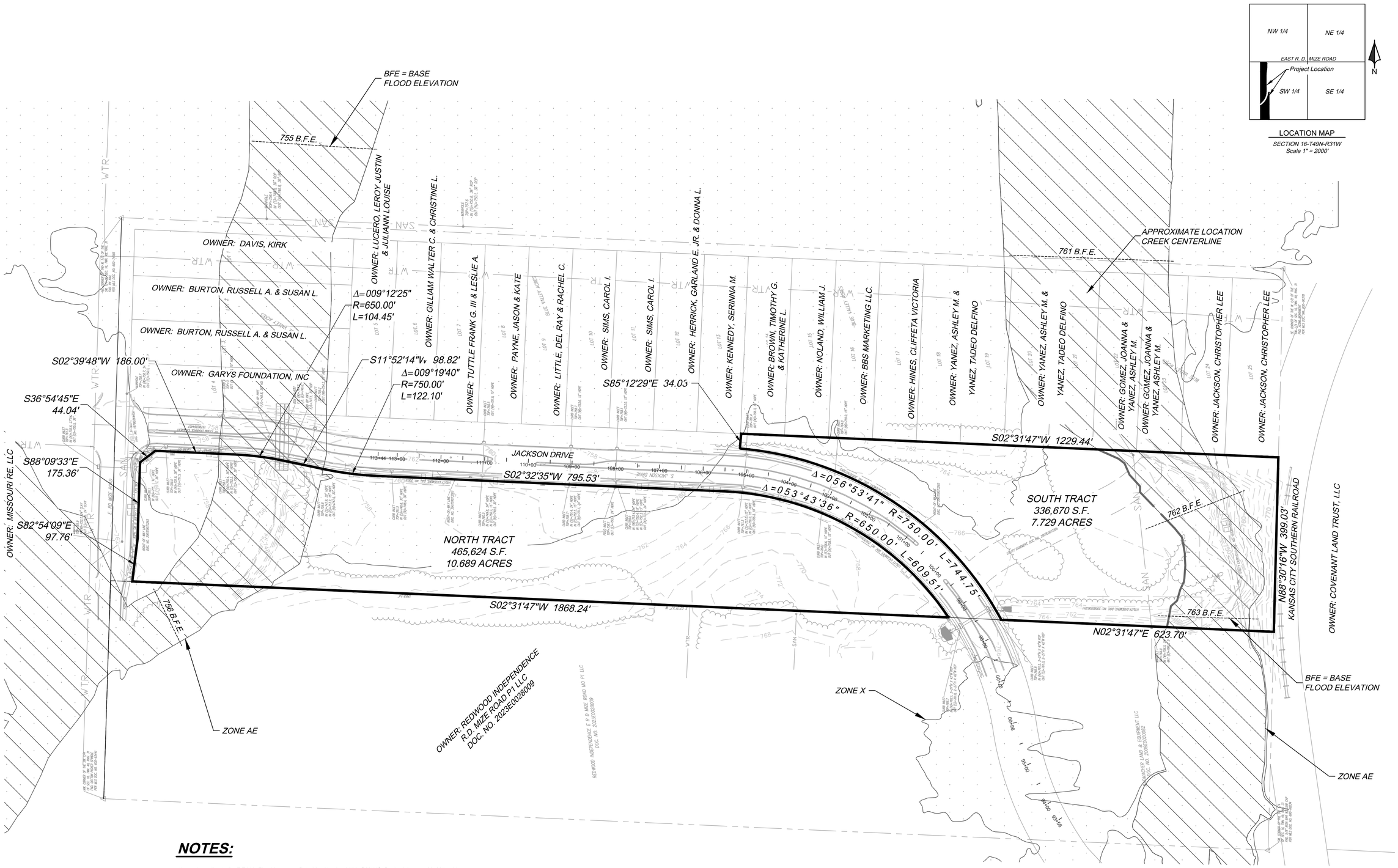

LOCATION MAP
SECTION 16-T49N-R31W
Scale 1" = 2000'

NOTES:

1. According to the F.E.MA. Flood Insurance Rate Map Number 29095C0311G, Revised January 20, 2017, this tract graphically lies in OTHER AREAS, ZONE X, defined as areas determined to be outside of 0.2% annual chance floodplain and ZONE AE, defined as the floodway is the channel of a stream plus any adjacent floodplain areas that must be kept free of encroachment so that the 1% annual chance flood can be carried without substantial increases in flood heights. Base flood elevations have been determined.

2. There are no oil or gas wells located on the subject property as of November 06, 2023 as shown by the Missouri Geological Survey GEOSTRAT (Geosciences Technical Resource Assessment Tool).

0 100' 150' 200'
SCALE: 1"=100'

NO.	DATE	REVISION	BY	CK/APP
1	07/26/24	REVISED PER CITY COMMENTS	SPW	RKS
	05/17/24	SUBMIT TO CITY OF INDEPENDENCE	SPW	RKS

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STATE OF MISSOURI
RICHARD KEVIN STERRETT
NUMBER 2006
REGISTERED PROFESSIONAL ENGINEER

R. KEVIN STERRETT, MO E-26440
July 26, 2024

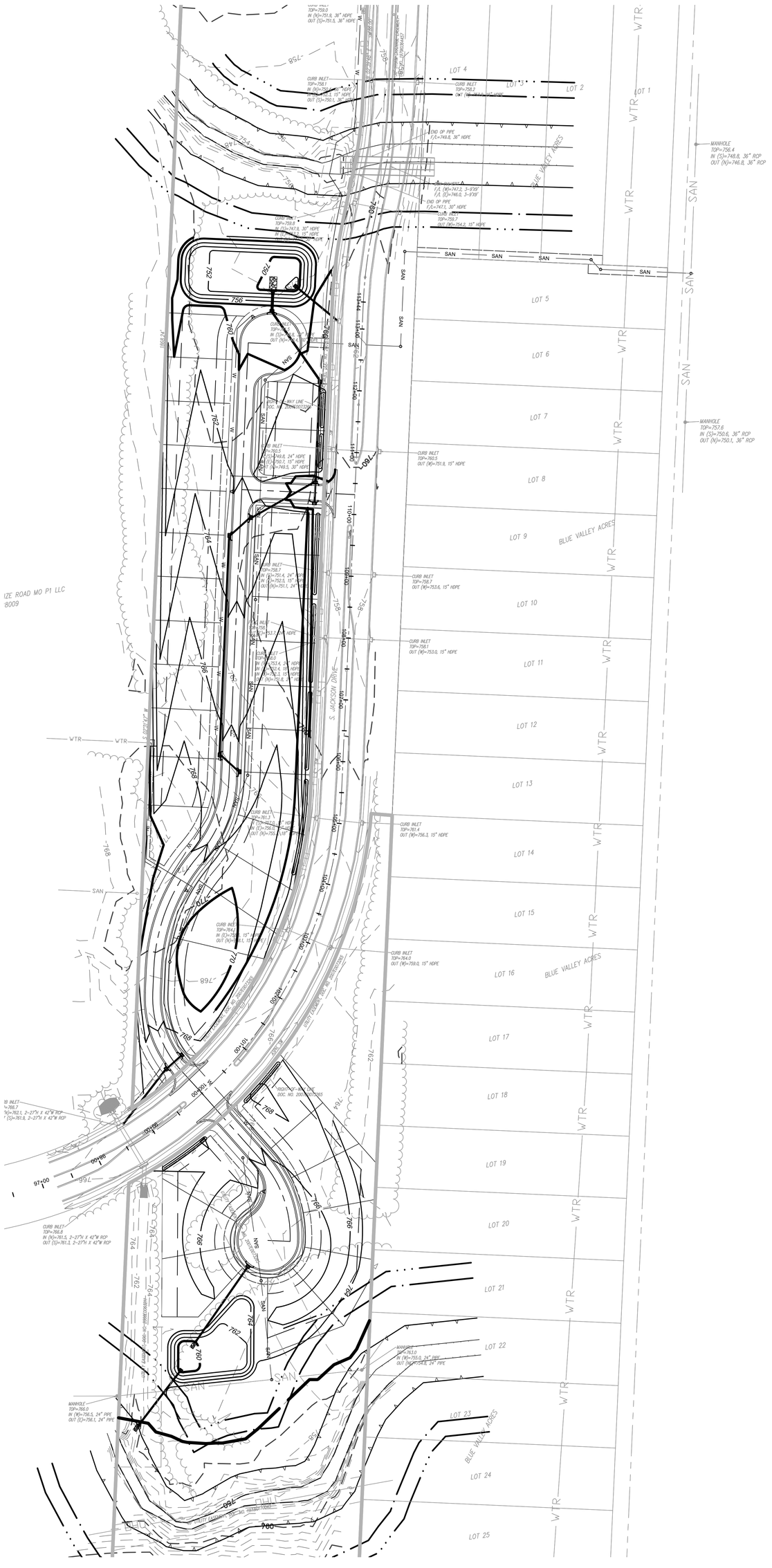
Consult Inc engineers planners
1533 Locust Street, Kansas City, Missouri 64108
CORPORATE LICENSE No. E2010005573 (MO.) / E-1736 (KS.) / LS 2019005467

PRELIMINARY DEVELOPMENT PLAN
EXISTING CONDITIONS

JACKSON PLACE

PART OF THE SW¼ OF SECTION 16-T49N-R31W
CITY OF INIDEPENDENCE, JACKSON COUNTY, MISSOURI

X-REF NO.	23–072 Base
DRAWING NO.	23–072PDPs
DATE	May 17, 2024
JOB NO.	23–072
	C1.04



PRELIMINARY DEVELOPMENT PLANS

SITE GRADING PLAN

JACKSON PLACE

PART OF THE SW ¼ OF SECTION 16-T49N-R31W
CITY OF INIDEPENDENCE, JACKSON COUNTY, MISSOURI

Consult Inc engineers planners
1533 Locust Street, Kansas City, Missouri 64108
CORPORATE LICENSE No. E201000573 (MO.) / E-1736 (KS.) / LS 2019005467

R. KEVIN STERRETT, MO E-26440
July 26, 2024

DATE	REVISION	NO.	BY	CK/APP
07/26/24	REVISED PER CITY COMMENTS	1	SPW	RKS
05/17/24	SUBMIT TO CITY OF INDEPENDENCE		SPW	RKS

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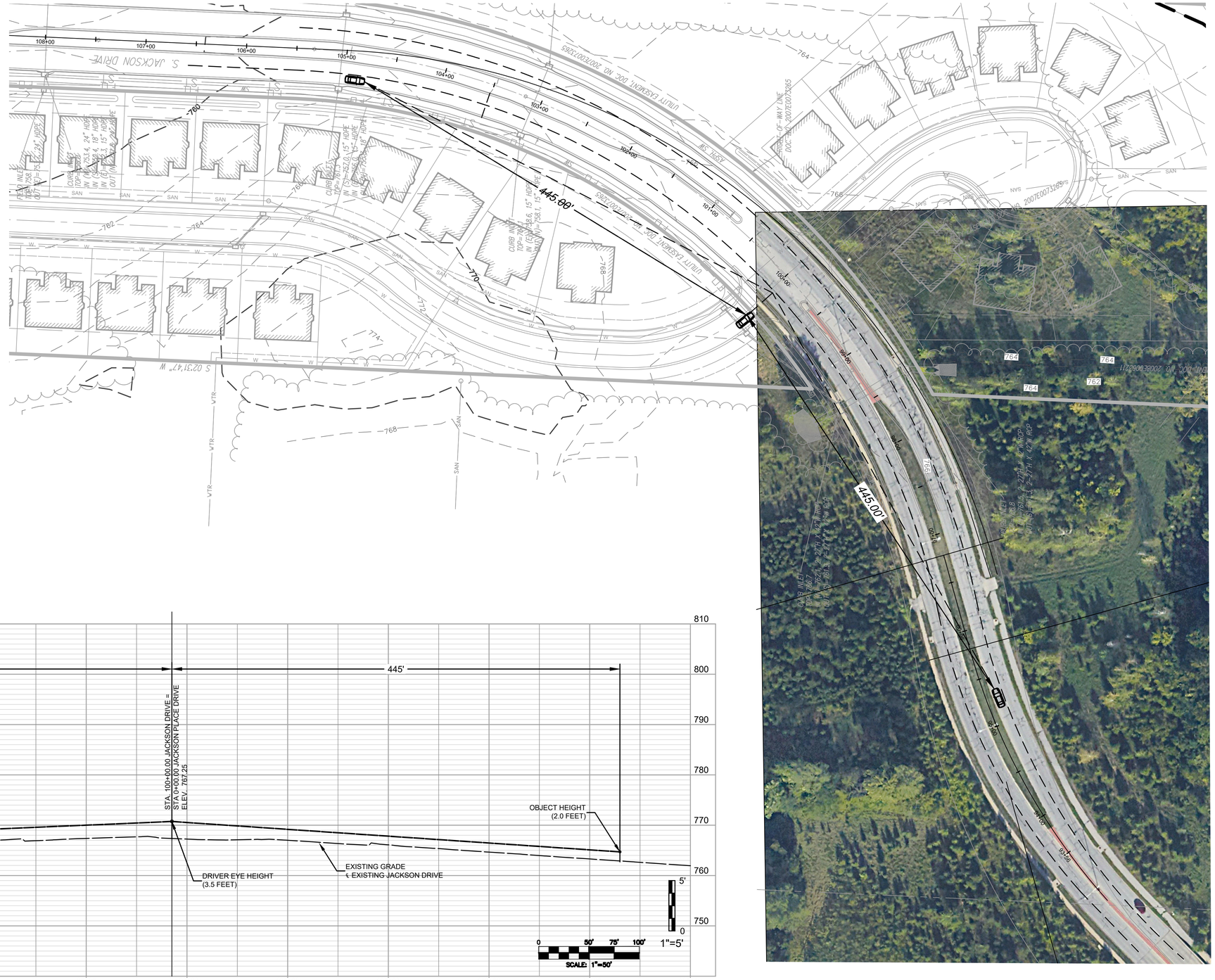
C2.01

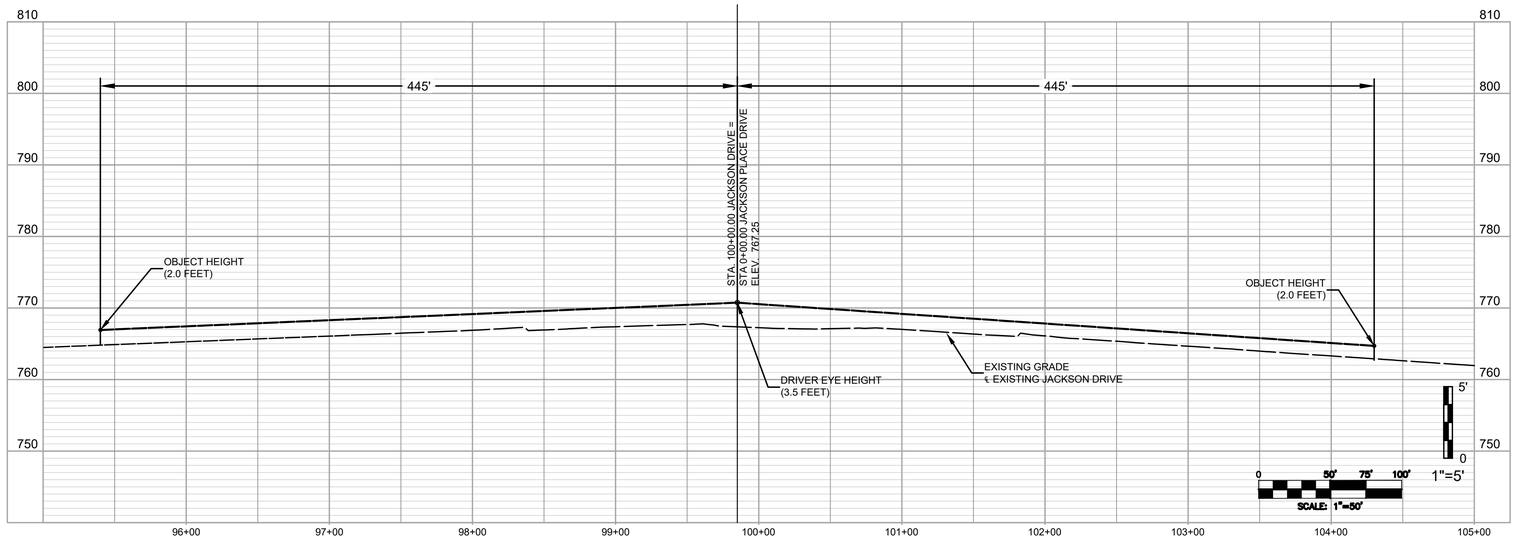
23-072 Base
G:\WIP\23-072\Dwg\23-072Plan.dwg
DATE: May 17, 2024
23-072
PROJECT NO.

Page 592 of 698

NOTES:

1. Per AASHTO the Stopping Sight Distance for a 40 MPH road is 445 feet.
2. No obstructions shall be allowed in Sight Distance area. No landscaping shall be installed to the North and South of South Entrance in Sight Distance area. Existing trees to south may need to be removed from Sight Distance area.





CENTERLINE EXISTING JACKSON DRIVE

445.00'
764
762
766
768
SAN
SAN
NYS
NYS
W
W
W

0 80' 120' 160'

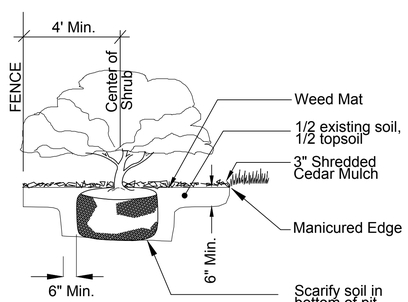
SCALE: 1"=80'

Shrub List

Symbol	Quantity	Common Name	Botanical Name	Size	Condition	Spacing
⊙ —	57	Seagreen Juniper	Juniperus Chinensis 'Seagreen'	18"-24"sp.	Cont.	3'o.c.
✳ —	155	Morning Light Maiden Grass	Miscanthos Sinensis 'Morning Light'	3 gal.	Cont.	3'o.c.
⊛ ——	76	Dwarf Winged Euonymus	Euonymus Alatus 'Compactus'	18"-24"sp.	Cont.	3 1/2'o.c.

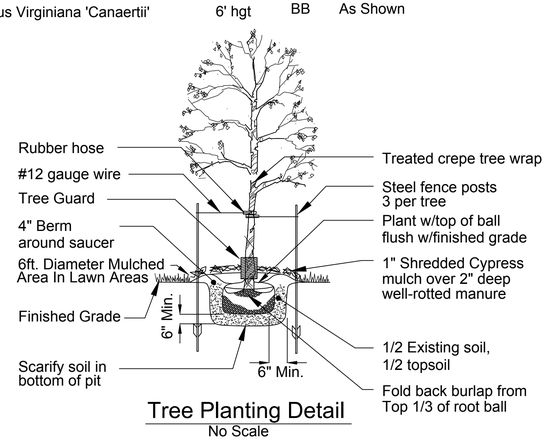
Tree List

Symbol	Quantity	Common Name	Botanical Name	Size	Condition	Spacing
+	5	River Birch	Betula Nigra 'Heritage'	2" cal	BB	As Shown
+	7	Swamp White Oak	Quercus Bicolor	2" cal	BB	As Shown
+	5	Skyline Honeylocust	Gleditsia Triacanthos 'Skyline'	2" cal	BB	As Shown
+	6	October Glory Maple	Acer Rubrum 'October Glory'	2" cal	BB	As Shown
⊕	15	Amur Maple	Acer Ginnala 'Flame'	1 1/2"cal	BB	As Shown
⊛	16	Prairiefire Crabapple	Malus Sp. 'Priariefire'	1 1/2"cal	BB	As Shown
✳	61	Canaert Juniper	Juniperus Virginiana 'Canaertii'	6' hgt	BB	As Shown



Shrub Bed & Parking Setback Detail

No Scale



Tree Planting Detail

No Scale

LANDSCAPE DATA
EAST SIDE OF JACKSON DRIVE 260' OF FRONTAGE
REQUIRED
MEDIUM IMPACT SCREEN
STREET TREES 1/500' = 1
ORNAMENTAL TREES 1/750' = 1
EVERGREEN TREES 1/300' = 1
SHRUBS 1/200' = 2

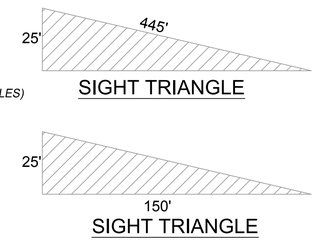
PROVIDED

2' BERM	*CONTINUOUS*
STREET TREES	*4*
ORNAMENTALS	*6*
EVERGREENS	*9*
SHRUBS	*57*

LANDSCAPE DATA
WEST SIDE OF JACKSON DRIVE 1,128' OF FRONTAGE
REQUIRED
MEDIUM IMPACT SCREEN
STREET TREES 1/500' = 22
ORNAMENTAL TREES 1/750' = 33
EVERGREEN TREES 1/300' = 66
SHRUBS 1/200' = 110

PROVIDED

2' BERM	*CONTINUOUS (SITE TRIANGLES)*
STREET TREES	*19 (SITE TRIANGLES)*
ORNAMENTALS	*25 (SITE TRIANGLES)*
EVERGREENS	*62 (SITE TRIANGLES)*
SHRUBS	*231 (SITE TRIANGLES)*



LANDSCAPE NOTES

CONTRACTOR REQUIRED TO LOCATE ALL UTILITIES BEFORE INSTALLATION TO BEGIN.

Contractor shall verify all landscape material quantities and shall report any discrepancies to the Landscape Architect prior to installation.

No plant material substitutions are allowed without Landscape Architect or Owners approval.

Contractor shall guarantee all landscape work and plant material for a period of one year from date of acceptance of the work by the Owner. Any plant material which dies during the one year guarantee period shall be replaced by the contractor during normal planting seasons.

Contractor shall be responsible for maintenance of the plants until completion of the job and acceptance by the Owner.

Successful landscape contractor shall be responsible for design that complies with minimum irrigation requirements, and installation of an irrigation system. Irrigation system to be approved by the owner before starting any installation.

All plant material shall be specimen quality stock as determined in the "American Standards For Nursery Stock" published by The American Association of Nurseryman, free of plant diseases and pest, of typical growth of the species and having a healthy, normal root system.

Sizes indicated on the plant list are the minimum, acceptable size. In no case will sizes less than specified be accepted.

All shrub beds within lawn areas to receive a manicured edge.

All shrub beds shall be mulched with 3" of shredded cedar mulch.

All sod areas to be fertilized & sodded with a Turf-Type-Tall Fescue seed blend.

All seed areas shall be hydro-seeded with a Turf-Type-Tall Fescue seed blend.

NO.	BY	CK/APP	DATE	REVISION
1	SYM	RKS	05/17/24	SUBMT TO CITY OF INDEPENDENCE
	SYM	RKS	07/19/24	REVISED PER CITY COMMENTS

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STATE OF MISSOURI
GARY L. RUSSELL
NUMBER
LANDSCAPE ARCHITECT
7/24/24

Consult Inc engineers planners
1533 Locust Street, Kansas City, Missouri 64108
CORPORATE LICENSE No. E2010000573 (MO.) / E-1736 (KS.) / LS 2019005467

PRELIMINARY DEVELOPMENT PLANS
OVERALL LANDSCAPE PLAN

JACKSON PLACE
PART OF THE SW 1/4 OF SECTION 16-T49N-R31W
CITY OF INIDEPENDENCE, JACKSON COUNTY, MISSOURI

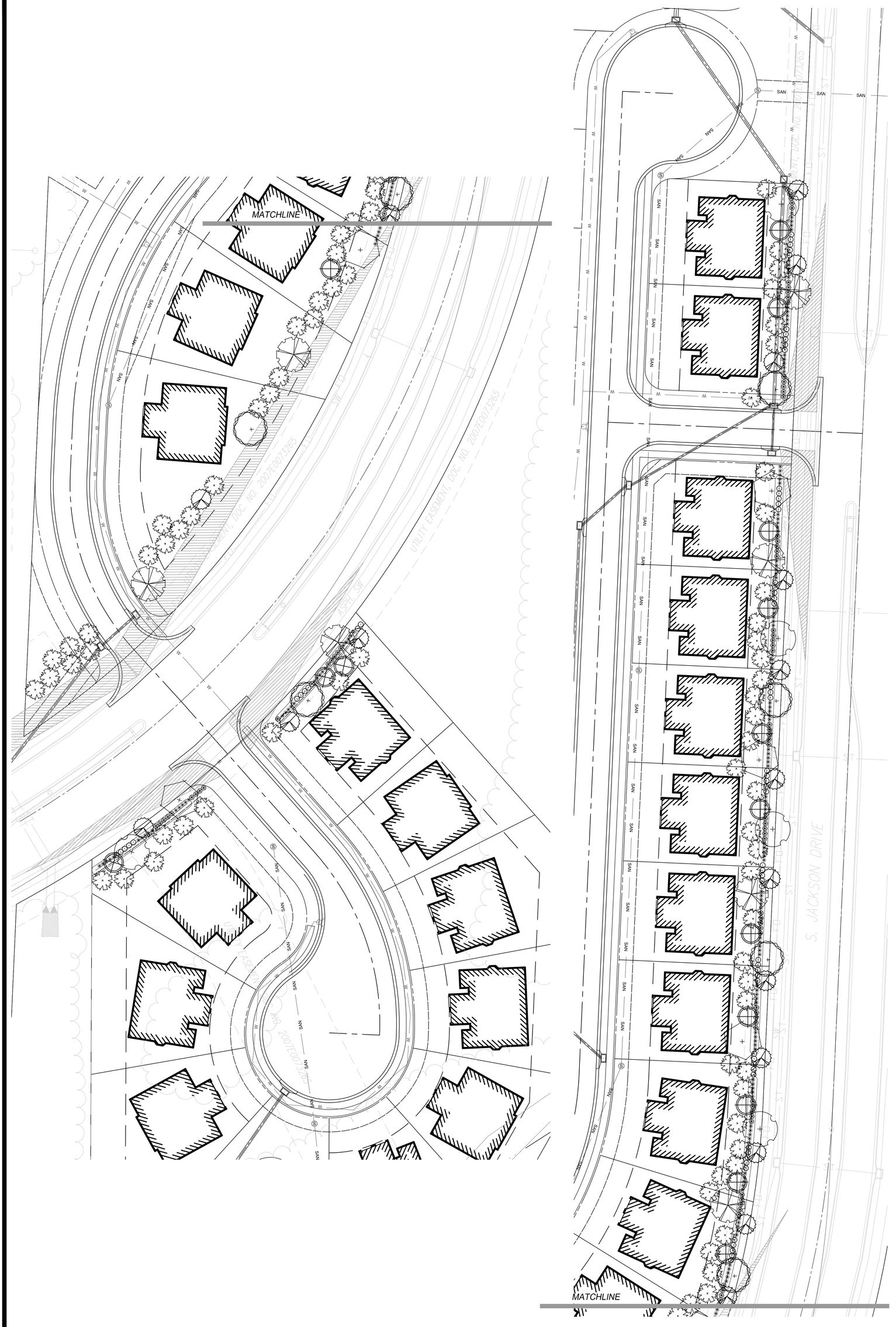
X-REF NO.
23-072 Base

DRAWING NO.
23-072PDPs

DATE
May 17, 2024

JOB NO.
23-072

C3.01



PRELIMINARY DEVELOPMENT PLANS
OVERALL LANDSCAPE PLAN

JACKSON PLACE

PART OF THE SW $\frac{1}{4}$ OF SECTION 16-T49N-R31W
CITY OF INIDEPENDENCE, JACKSON COUNTY, MISSOURI

Consult Inc engineers planners
1533 Locust Street, Kansas City, Missouri 64108
CORPORATE LICENSE No. E201000573 (MO.) / E-1736 (KS.) / LS 2019005467

DATE	REVISION	NO.	BY	CK/APP
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05/17/24	SUBMIT TO CITY OF INDEPENDENCE		SPW	RKS

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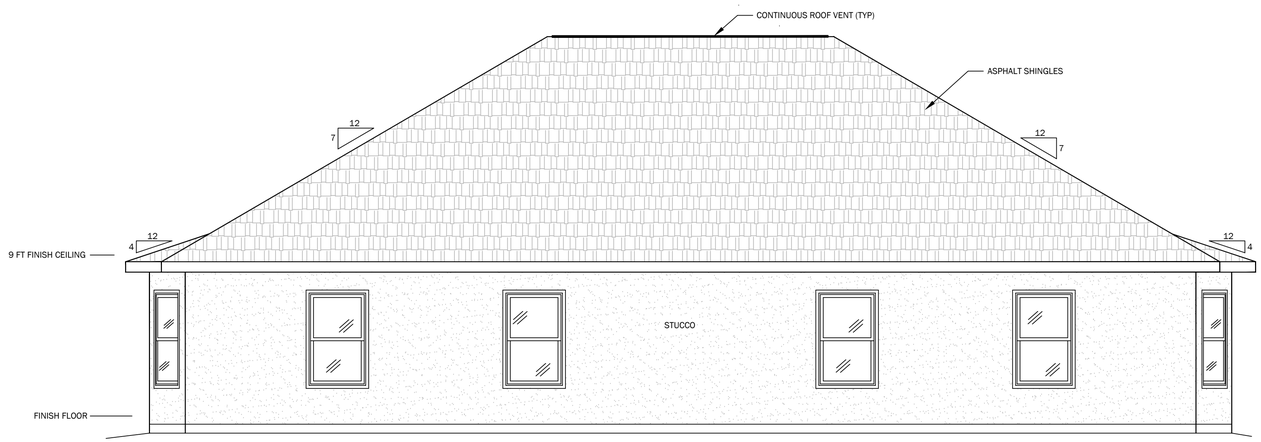
JOB NO. 23-072
DATE May 17, 2024
DRAWING NO. 23-072PDPs
SHEET NO. 23-072 Base

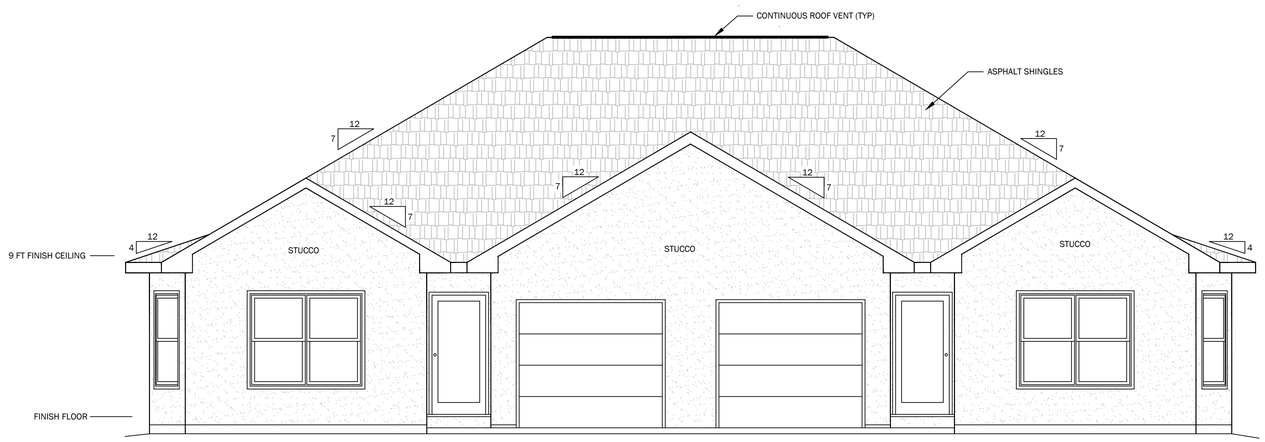
C3.02

Page 39 of 698



REAR ELEVATION

SCALE: 1/4" = 1'-0"



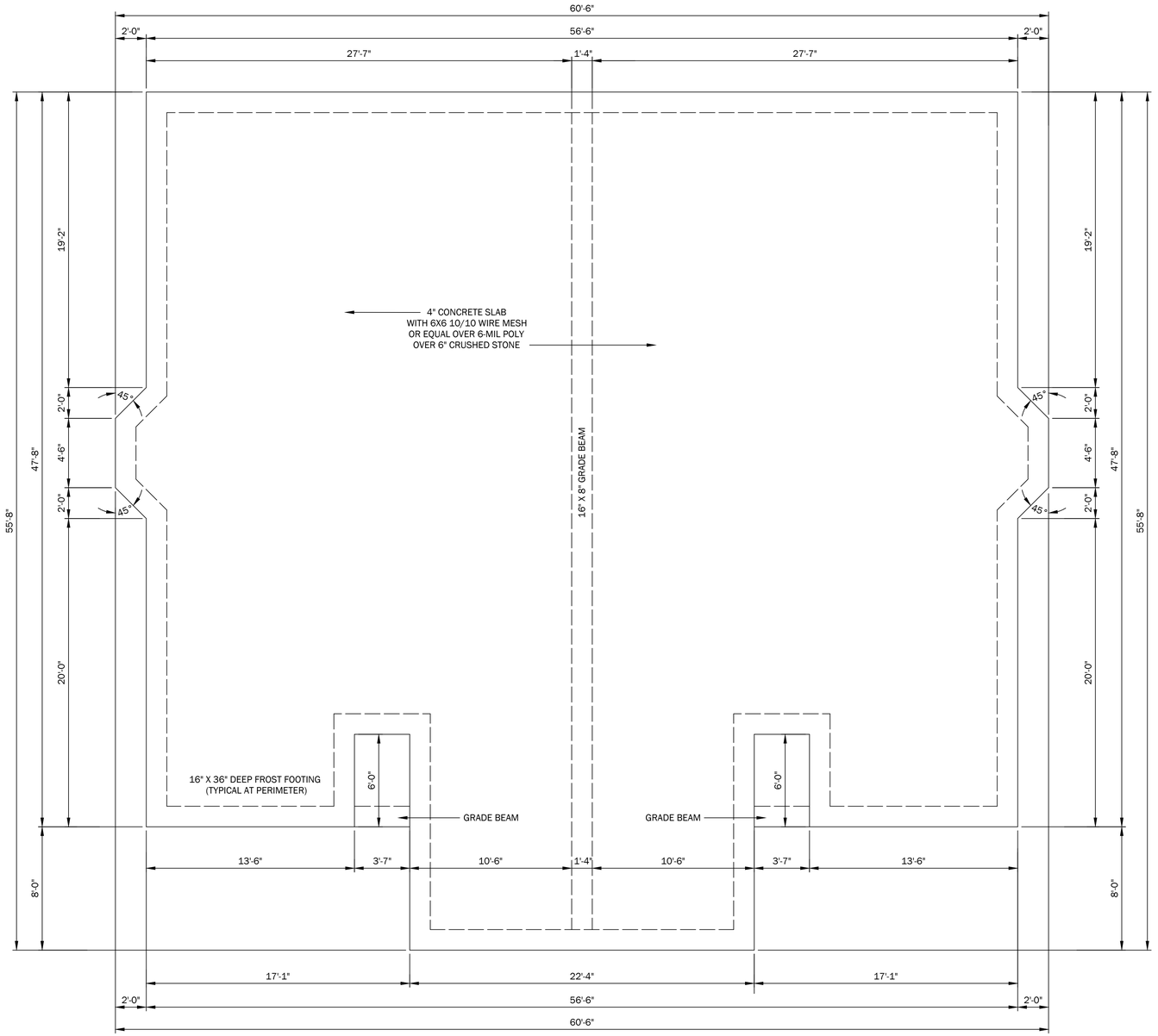
FRONT ELEVATION

SCALE: 1/4" = 1'-0"

DRAWN 11/16/21

DUPLEX - TYBROOK ESTATES - INDEPENDENCE, MO

FRONT & REAR ELEVATIONS



FOUNDATION PLAN

SCALE: 1/4" = 1'-0"

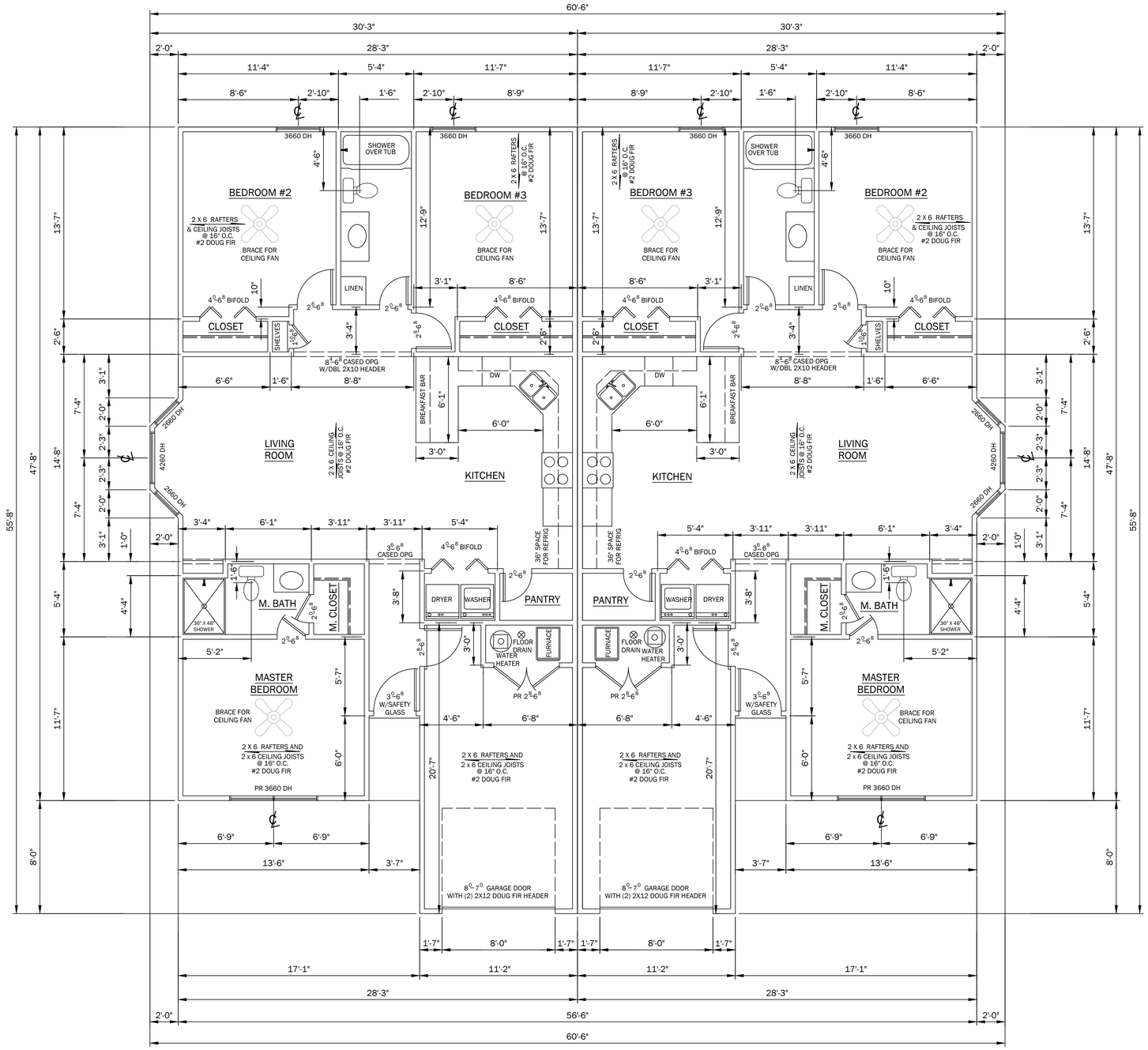
NOTES:

1. FOOTING SIZES ARE BASED ON SOIL WITH AN ALLOWABLE SOIL PRESSURE OF 2000 LBS. PER SQ FT.
2. ALL CONCRETE FOOTINGS SHALL HAVE A MINIMUM FROST DEPTH OF 36 INCHES.
3. COMPRESSIVE STRENGTH OF CONCRETE AS FOLLOWS:
   FOOTINGS: 3000 PSI
   SLABS: 4000 PSI
4. SEE DETAIL SHEET FOR TYPICAL SECTIONS.

DRAWN 11/16/21

DUPLEX - TYBROOK ESTATES - INDEPENDENCE, MO

FOUNDATION PLAN



FLOOR PLAN

SCALE: 1/4" = 1'-0" FIN. SQ. FT. = 1206 PER UNIT (2412 TOTAL)

NOTE: DIMENSIONS SHOWN ARE TO OUTSIDE FACE OF CONCRETE FOUNDATION AT EXTERIOR WALLS, AND TO CENTERLINE OF STUDS AT INTERIOR WALLS. SEE SECTION SHEET FOR DETAILS.

ALL CONSTRUCTION TO MEET REQUIREMENTS OF 2018 INTERNATIONAL RESIDENTIAL BUILDING CODE

NOTES

Ⓐ ALTERNATE METHOD (DOUBLE QUANTITY OF ANCHOR BOLTS)

Ⓑ CONTINUOUS METHOD (REF. R602.10.3)

Ⓒ MINIMUM 1/2" GYP BD PER METHOD 5 AT INTERIOR WALL

ALL TOILET ROOMS AND KITCHEN TO HAVE EXHAUST FANS.

SMOKE AND CO_2 DETECTORS PER 2018 ELECTRICAL CODE

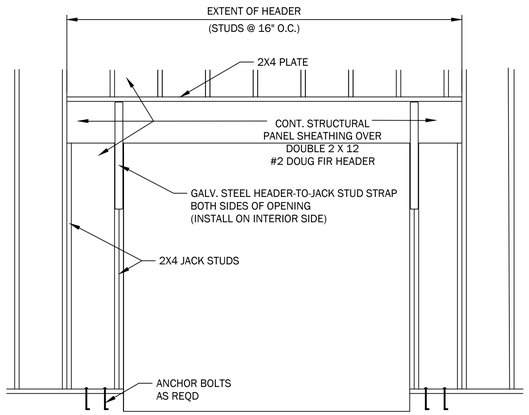
GFCI'S AND EXHAUST FANS TO BE INSTALLED PER 2018 IRC

WINDOWS 60" ABOVE GRADE AND LESS THAN 24" OFF FLOOR SHALL NOT PERMIT A 4" OBJECT TO PASS THROUGH.

DUPLEX - TYBROOK ESTATES - INDEPENDENCE, MO

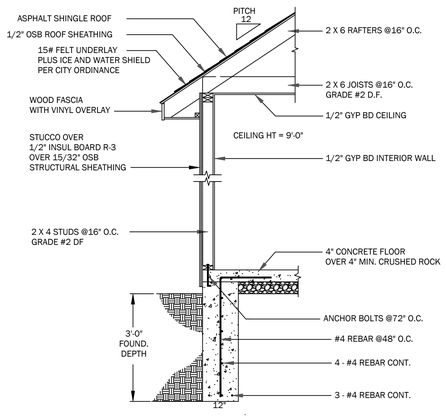
DRAWN 11/16/21

FLOOR PLAN



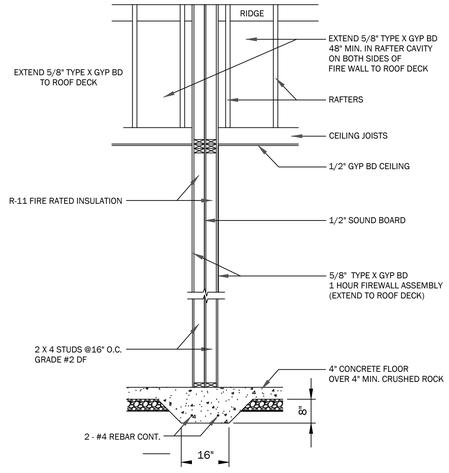
GARAGE DOOR PORTAL

SCALE: 1/2" = 1'-0"



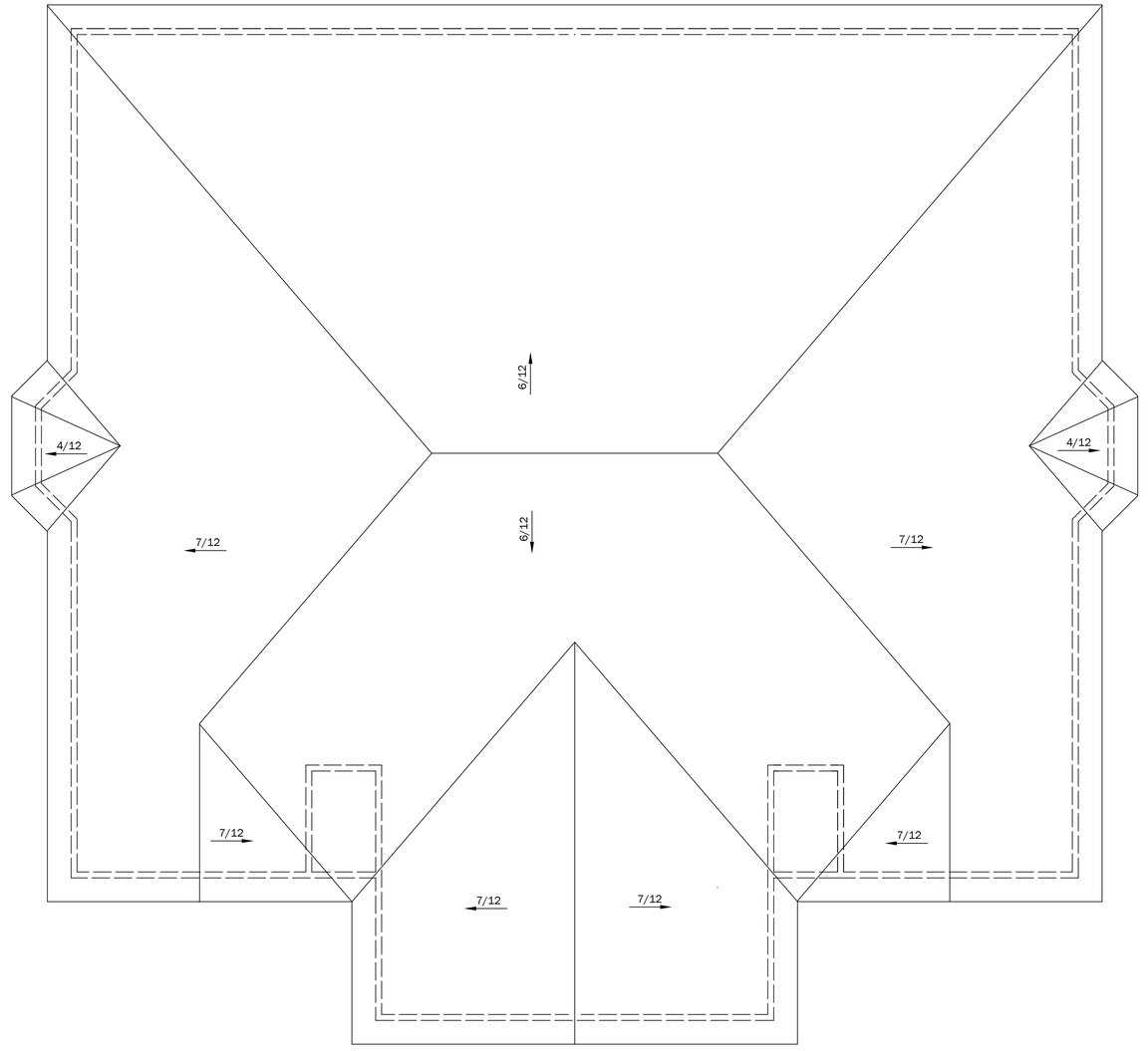
TYP. WALL SECTION

SCALE: 1/2" = 1'-0"



FIREWALL SECTION

SCALE: 1/2" = 1'-0"



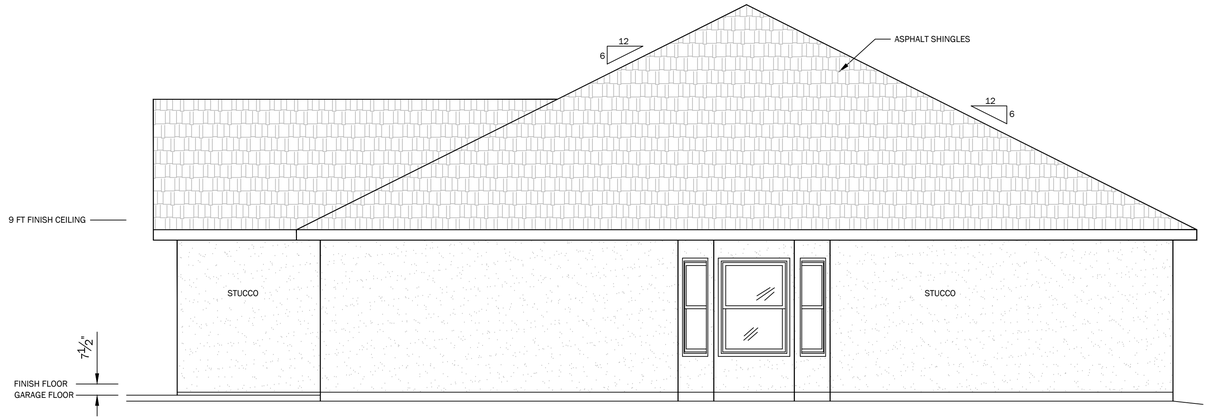
ROOF PLAN

SCALE: 1/4" = 1'-0"

DRAWN 11/16/21

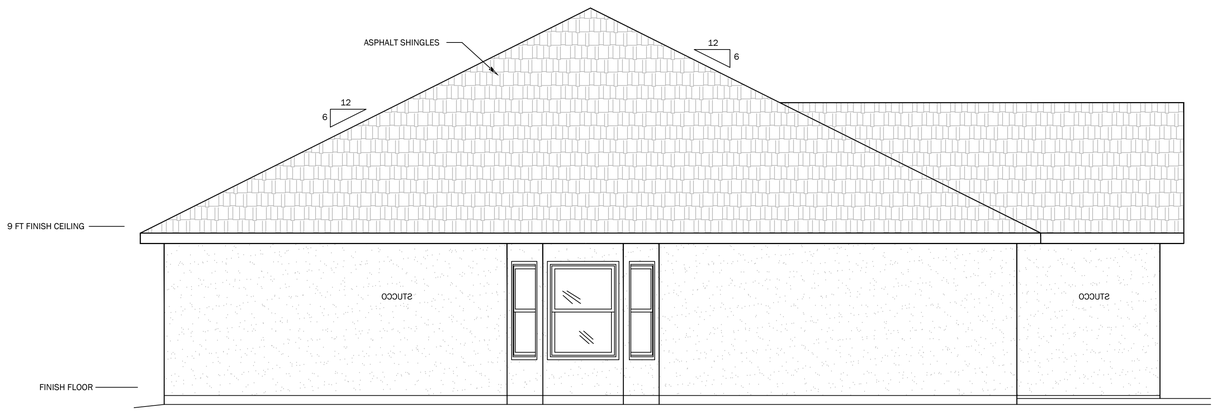
DUPLEX - TYBROOK ESTATES - INDEPENDENCE, MO

ROOF PLAN & DETAILS



RIGHT ELEVATION

SCALE: 1/4" = 1'-0"



LEFT ELEVATION

SCALE: 1/4" = 1'-0"

DRAWN 11/16/21

DUPLEX - TYBROOK ESTATES - INDEPENDENCE, MO

LEFT & RIGHT ELEVATIONS

MD² DESIGNS

Quality By Design

UNIT A

1180 SQ FT.

UNIT B

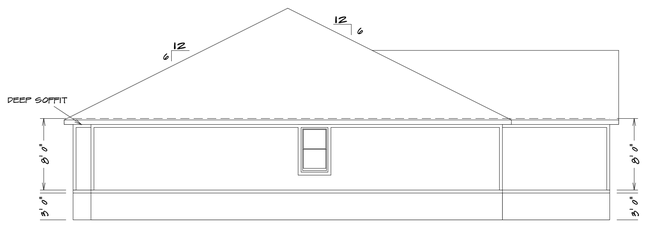
1180 SQ FT.

BUILDER/CONTRACTOR IS RESPONSIBLE TO CHECK ALL DIMENSIONS FOR ACCURACY BETWEEN FLOORS, FOUNDATION, AND ELEVATIONS. ALSO VERIFY ALL BEAM, HEADERS,PAD LOCATIONS, AND COLUMN SIZES.

FRONT ELEVATION

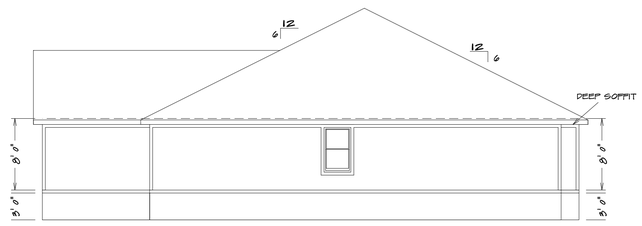
1/4" = 1'0"

NOTE:
ACTUAL ELEVATIONS MAY VARY FROM ARCHITECTURAL DRAWINGS, DUE TO TERRAIN/BACKFILL PROCESS
FRONT ELEVATION IS ARCHITECTURAL DRAWING AND MAY VARY DUE TO MATERIALS AVAILABILITY



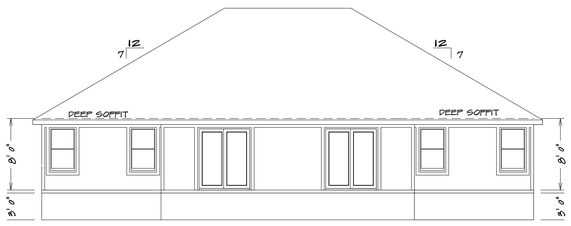
LEFT ELEVATION

1/8" = 1'0"



RIGHT ELEVATION

1/8" = 1'0"



REAR ELEVATION

1/8" = 1'0"

SQUARE FOOTAGE

LIVING AREA
FIRST FLOOR = (UNIT-A) 1180
(UNIT-B) 1180

UNFINISHED AREA
GARAGE = (UNIT-A) 262
(UNIT-B) 262

DUP-5022

SHEET NO. 1
APPROX. SQFT.
PLAN NO. DUP-5022
FILE NAME: 5022 ELEV
DATE DRAWN:
DATE REVISED:
DESIGNER:
PHONE:
PHONE:
LOT NO.
HOME BUYER:
BUILDER:
SUB-DIVISION:

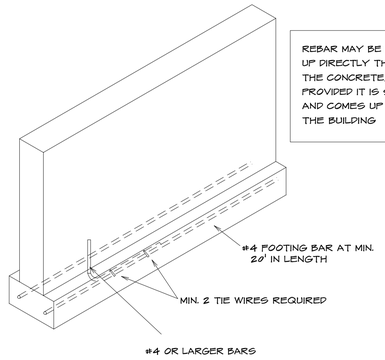
BUILDER&CONTRACTOR IS RESPONSIBLE TO CHECK ALL DIMENSIONS FOR ACCURACY BETWEEN FLOORS, FOUNDATION, AND ELEVATIONS. ALSO VERIFY ALL BEAM, HEADERS, PAD LOCATIONS, AND COLUMN SIZES. BUILDER&CONTRACTOR TO CHECK FOR COMPLIANCE WITH CONTRACTS, CITY, AND NATIONAL CODES. BUILDER&CONTRACTOR ACCEPTS RESPONSIBILITY FOR LOT PLACEMENT, SET-BACKS, AND FLOOD PLAINS. BUILDER&CONTRACTOR AND HOME OWNER ACCEPTS RESPONSIBILITY FOR ANY AND ALL CHANGES MADE TO APPROVED PLANS. CITY OR COUNTY MAY REQUIRE PLANS. BUILDER&CONTRACTOR ACCEPTS RESPONSIBILITY FOR ANY AN SITE CHANGES MADE TO STRUCTURE.

SEE ELEVATION FOR
WALL HEIGHTS

NOTE... ELECTRICAL SERVICE
TO BE 200 AMP.

NOTE... DOUBLE JOIST UNDER
ALL PARALLEL WALLS
ABOVE UNLESS NOTED

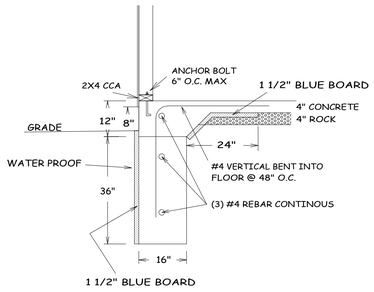
S.D. = SMOKE DETECTOR



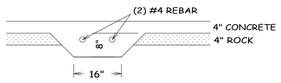
REBAR MAY BE BROUGHT UP DIRECTLY THROUGH THE CONCRETE, PROVIDED IT IS SLEEVED AND COMES UP INSIDE THE BUILDING

1. Section 250.52 of the National Electrical Code requires that the concrete encased reinforcing steel be included in the grounding electrode system... This means that you must have "an electrode encased by at least 50 mm (2 in.) of concrete, located horizontally near the bottom or vertically, and within that portion of a concrete foundation or footing that is in direct contact with the earth, consisting of at least 6.0 m (20 ft) of one or more bare or zinc galvanized or other electrically conductive coated steel reinforcing bars or rods of not less than 13 mm (1/2 in.) in diameter, or consisting of at least 6.0 m (20 ft) of bare copper conductor not smaller than 4 AWG.
2. Reinforcing bars shall be permitted to be bonded together by the usual steel tie wires or other effective means. Where multiple concrete-encased electrodes are present at a building or structure, it shall be permissible to bond only one into the grounding electrode system." Proper lap splices are required

UFER GOUNDING SECTION



FROST FOOTING

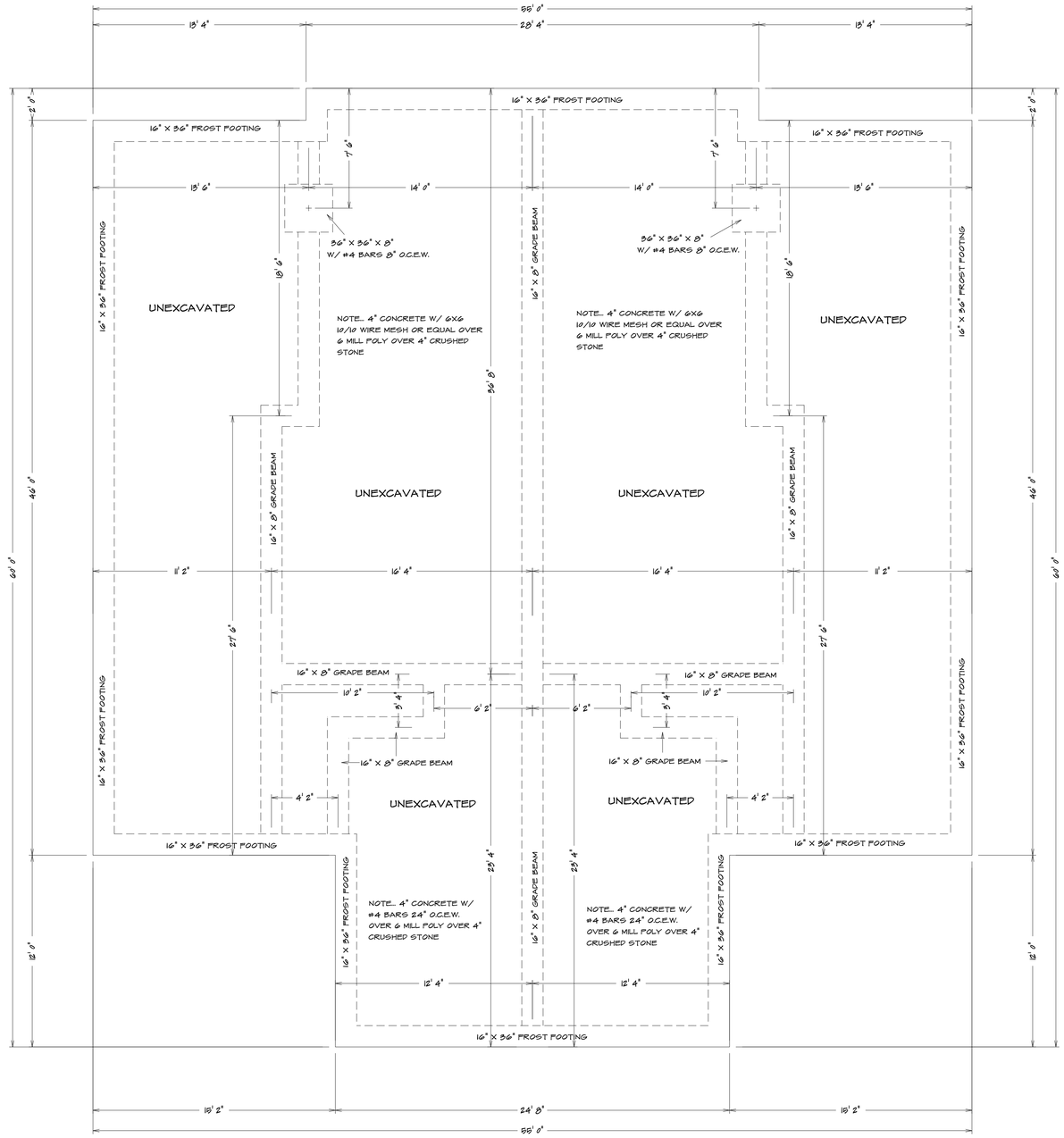


GRADE PAD

1/2" = 1'0"

Note...Bridging. Joists exceeding a nominal 2 inches by 12 inches shall be supported laterally by solid blocking, diagonal bridging (wood or metal), or a continuous 1-inch-by-3-inch strip nailed across the bottom of joists perpendicular to joists at intervals not exceeding 8 feet. (R502.7.1)

BUILDER/CONTRACTOR IS RESPONSIBLE TO CHECK ALL DIMENSIONS FOR ACCURACY BETWEEN FLOORS, FOUNDATION, AND ELEVATIONS. ALSO VERIFY ALL BEAM, HEADERS,PAD LOCATIONS, AND COLUMN SIZES.



FOUNDATION PLAN

1/4" = 1'0"

DUP-5022

SHEET NO. 2			
PLAN NO. DUP-5022		FILE NAME: 5022 FUND	APPROX. SQ.FT.
PHONE:	DATE DRAWN:		
PHONE:	DATE REVISED:		
LOT NO.	DESIGNER:		

HOME BUYER:

BUILDER:

SUB-DIVISION:

BUILDER/CONTRACTOR IS RESPONSIBLE TO CHECK ALL DIMENSIONS FOR ACCURACY BETWEEN FLOORS, FOUNDATION, AND ELEVATIONS. ALSO VERIFY ALL BEAM, HEADERS, PAD LOCATIONS, AND COLUMN SIZES. BUILDER/CONTRACTOR TO CHECK FOR COMPLIANCE WITH CONTRACTS, CITY, AND NATIONAL CODES. BUILDER/CONTRACTOR ACCEPTS ALL RESPONSIBILITY FOR LOT PLACEMENT, SET-BACKS, AND FLOOD PLAINS. BUILDER/CONTRACTOR AND HOME OWNER ACCEPTS RESPONSIBILITY FOR ANY AND ALL COPYRIGHT INFRINGMENTS OR REMEMBRANCES TO OTHER COPYRIGHTED PLANS. BUILDER/CONTRACTOR ACCEPTS RESPONSIBILITY FOR ANY AN ON SITE CHANGES MADE TO STRUCTURE

SEE ELEVATION FOR
WALL HEIGHTS

NOTE.. ELECTRICAL SERVICE
TO BE 200 AMP.

NOTE.. DOUBLE JOIST UNDER
ALL PARALLEL WALLS
ABOVE UNLESS NOTED

S.D. = SMOKE DETECTOR

GENERAL HEADER SPECIFICATIONS:

REQUIRED AREAS NEEDING HEADERS:	HEADER DESCRIPTIONS:
WINDOWS/DOORS UP TO 38" R.O.	(2) #2 D-FIR 2X10'S
WINDOWS/DOORS 38" UP TO 72" R.O.	(2) #2 D-FIR 2X10'S W/1/2" GLUE PLY
WINDOWS/DOORS 72" UP TO 96" R.O.	(2) 9 1/2" L.V.L.
8'0" GARAGE DOORS W/CEILING & ROOF LOAD	(2) 9 1/2" L.V.L.
9'0" GARAGE DOORS W/CEILING & ROOF LOAD	(2) 9 1/2" L.V.L.
8'0" GARAGE DOORS W/SECOND FLOOR	(2) 9 1/2" L.V.L.
9'0" GARAGE DOORS W/SECOND FLOOR	(2) 11 7/8" L.V.L.
16'0" GARAGE DOOR W/NO SECOND FLOOR	(2) 11 7/8" L.V.L.
16'0" GARAGE DOORS W/SECOND FLOOR	(2) 14" L.V.L.

USE HEADERS FOR OPENINGS ABOVE UNLESS SPECIFIED OTHERWISE.

Window sills.
In dwelling units, where the opening of an operable window is located more than 72 inches (1829 mm) above the finished grade or surface below, the lowest part of the clear opening of the window shall be a minimum of 24 inches (610 mm) above the finished floor of the room in which the window is located. Operable sections of windows shall not permit openings that allow passage of a 4-inch-diameter (102 mm) sphere where such openings are located within 24 inches (610 mm) of the finished floor.

Exceptions:
1. Windows whose openings will not allow a 4-inch-diameter (102 mm) sphere to pass through the opening when the opening is in its largest opened position.
2. Openings that are provided with window fall prevention devices that comply with ASTM F 2090.
3. Windows that are provided with window opening control devices that comply with 2018 IRC

Window opening control devices.

Window opening control devices shall comply with ASTM F 2090. The window opening control device, after operation to release the control device allowing the window to fully open, shall not reduce the minimum net clear opening area of the window unit to less than the area required by 2018 IRC

Bathrooms, water closet compartments and other similar rooms shall be provided with aggregate glazing area in windows of not less than 3 square feet, one-half of which must be openable.
Exception:
The glazed areas shall not be required where artificial light and a local exhaust system are provided.
The minimum local exhaust rates shall be determined in accordance with 2018 IRC
Exhaust air from the space shall be exhausted directly to the outdoors.

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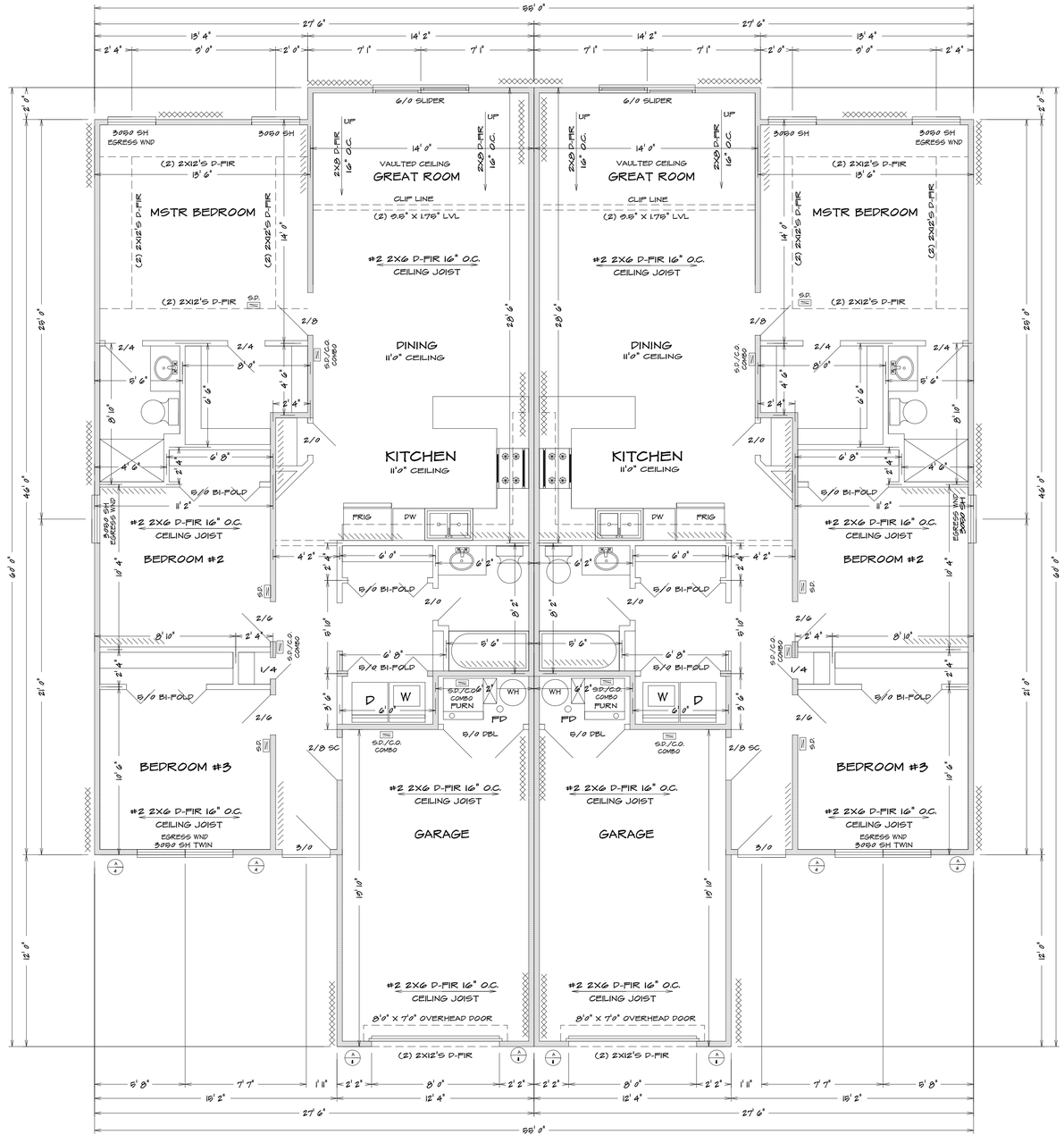


UNIT A

1180 SQ FT.

UNIT B

1180 SQ FT.

BEARING WALL LINES

FIRST FLOOR PLAN

1/4" = 1'0"

DUP-5022

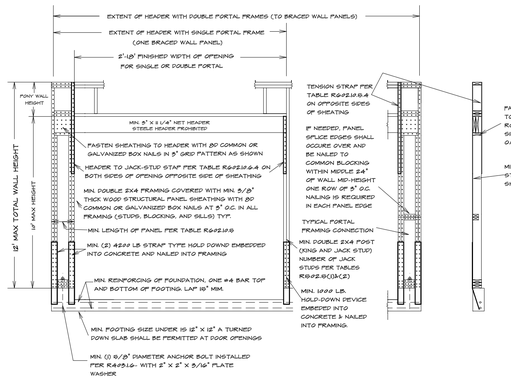
SHEET NO.	3
PLAN NO.	DUP-5022
FILE NAME:	5022 FLR1
APPROX. SQFT.	
PHONE:	
DATE DRAWN:	
PHONE:	
DATE REVISED:	
LOT NO.	
DESIGNER:	

HOME BUYER:

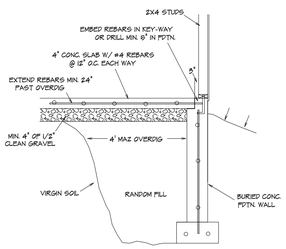
BUILDER:

SUB-DIVISION:

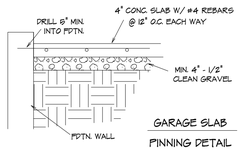
BUILDER&CONTRACTOR IS RESPONSIBLE TO CHECK ALL DIMENSIONS FOR ACCURACY BETWEEN FLOORS, FOUNDATION, AND ELEVATIONS. ALSO VERIFY ALL BEAM, HEADERS, PAD LOCATIONS, AND COLUMN SIZES. BUILDER&CONTRACTOR TO CHECK FOR COMPLIANCE WITH CONTRACTS, CITY, AND NATIONAL CODES. BUILDER&CONTRACTOR ACCEPTS ALL RESPONSIBILITY FOR LOT PLACEMENT, SET-BACKS, AND FLOOD PLANS. BUILDER&CONTRACTOR AND HOME OWNER ACCEPTS RESPONSIBILITY FOR ANY AND ALL COPYRIGHT INFRINGMENTS OR RESEMBLANCES TO OTHER COPYRIGHTED PLANS. BUILDER&CONTRACTOR ACCEPTS RESPONSIBILITY FOR ANY AN ON SITE CHANGES MADE TO STRUCTURE.



A ALTERNATE BRACED WALL PANEL
Method PFH: Portal frame with hold-downs



TYPICAL OVERDIG @ SLAB



GARAGE SLAB PINNING DETAIL

Table No. R-5022.2
MINIMUM SPECIFIED COMPRESSIVE STRENGTH OF CONCRETE

TYPE OR LOCATION OF CONCRETE CONSTRUCTION	SPECIFIED COMPRESSIVE STRENGTH(f'c), Weathering Potential*		
	Negligible	Moderate	Severe
Basement walls and foundation walls not exposed to the weather	2,500	2,500	2,500
Basement slabs and interior slabs on grade, except garage floor slabs	2,500	2,500	2,500
Basement walls, foundation walls, exterior walls, and other vertical concrete work exposed to the weather	2,500	3,000	3,000*
Porches, carport slabs and steps exposed to the weather, and garage floor slabs	2,500	3,000	3,000**

REQUIRED FOOTING:

BUILDING HEIGHT	MINIMUM FOOTING	HORIZONTAL REBAR	LOCATION OF REBAR
1 OR 2 STY.	8"T x 16"W	2-#4	3" FROM BTM.
3 STORY	8"T x 24"W	2-#4	3" FROM BTM.
ACC. STR.	8"T x 12"W	2-#4	3" FROM BTM.

EMERGENCY EGRESS

1. PROVIDE ONE WINDOW FROM EACH BEDROOM THAT HAS A MIN. OPENABLE AREA OF 5.7 SR. FT. WITH A MIN. OPENABLE HEIGHT OF 24" AND WIDTH OD 20"

ELECTRICAL OUTLETS

1. ALL OUTLETS TO BE BRANCH CIRCUIT-INTERRUPTER OR GROUND FAULT CIRCUIT-INTERRUPTER PROTECTED

   EXCEPT: REFRIGERATOR, SINGLE OUTLET FOR SUMP PUMP AND SINGLE OUTLET IN GARAGE FOR A FREEZER

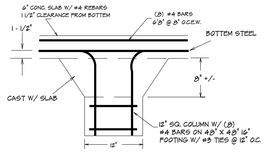
2. ALL RECEP. TO BE TAMPER RESISTANT

GARAGE

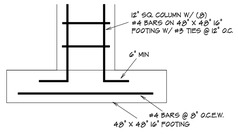
1. THE GARAGE FLOOR SHALL BE SLOPED TOWARD GARAGE DOORS
2. DOORS BETWEEN GARAGE AND DWELLING - MIN 1 3/8" SOLD CORE OR HONEY COMBED STEEL DOOR OR 20 MIN. RATED
3. GARAGE TO HAVE 5/8" TYPE X GYPSUM THROUGHTGUT
4. THE H-FRAM SHALL CONSIST OF 2X6 FRAMING

GLAZING

GLAZING IN HAZARDOUS LOCATIONS AS IDENTIFIED IN IRC SECTION R308.4 SHALL BE APPROVED SAFTY GLAZING MATERIALS. GLASS IN STORM DOORS, INDIVIDUAL FIXED OR OPENABLE PANELS ADJACENT TO A DOOR WHERE THE NEAREST VERTICAL EDGE IS WITHIN A 24" ARCH OF THE DOOR IN CLOSED POSITION AND WHOSE BOTTEM EDGE IS WITHIN 60" OF THE FLOOR. WALLS ENCLOSED STAIRWAYS AND LANDINGS WHERE THE GLAZING IS WITHIN 60" OF THE TOP OR BOTTEM OF THE STAIR. ENCLOSURES FOR SPAS, TUBS, SHOWERS, AND WHIRLPOOLS. GLAZING IN FIXED OR OPENABLE PANELS EXCEEDING 9 SQ. FT. AND WHOSE BOTTEM EDGE IS LESS THAN 18" ABOVE THE FLOOR OR WALKING SURFACE WITH IN 36"



SLAB AT PEDESTAL



PEDESTAL AT FOOTING

FOUNDATION NOTES:

FND WALL REINFORCEMENT (CLASS GA SOIL, EXCEPT FOR RARE CIRCUMSTANCES)
(ALL REBARS TO BE GRADE 40)

9' WALL W/ 8' BACKFILL VERT. #4 REBARS @ 12" O.C.
9' WALL W/ 7' BACKFILL VERT. #4 REBARS @ 18" O.C.
SET ON A 16" X 8" CONCRETE FOOTER WITH (3) #4 REBARS CONTINOUS.

10' WALL W/ 9' BACKFILL VERT. #4 REBARS @ 8" O.C.
10' WALL W/ 8' BACKFILL VERT. #4 REBARS @ 12" O.C.
SET ON A 22" X 12" CONCRETE FOOTER WITH (3) #4 REBARS CONTINOUS.

HORZ #4 REBARS @ 24" O.C.

8" X 49" CONCRETE WALL WITH (3) #4 REBARS HORZ. AND WITH #4 REBARS @ 24" O.C. VERTICALLY

CONCRETE FLOOR - 4" CONCRETE ON 4" CRUSHED ROCK.

CONCRETE GARAGE FLOOR - 4" CONCRETE ON 4" CRUSHED ROCK WITH 6X6 10/10 WIRE MESH.

(SUPENDED GARAGE FLOORS TO BE DESIGNED BY LICENCED ENGINEER)

COLUMN FOOTING FOR MIN. SOIL LOAD OF 1500 PSF

48" X 48" X 12" CONCRETE PADS WITH (6) #4 REBARS EACH WAY (UNLESS NOTED)

CONCRETE GRADE PADS - 16" X 8" WITH (3) #4 REBARS CONTINOUS.

ALL FOOTINGS SHALL EXCEED A MINIMUM FROST DEPTH OF 30 INCHES BELOW GRADE.

MAXIMUM DEPTH OF UNBALANCED FILL IS (7 FEET) FOR 8-INCH WALL AND (8 FEET) FOR TEN-INCH WALL

WATERPROOF CONCRETE WALL FROM FOOTING TO GRADE LINE.

OPTIONAL WALK-OUT WALL
16" X 36" CONCRETE FROST FOOTER W/ (5) #4 REBARS PARALLEL 12" O.C. CONTINOUS.
#4 REBAR VERT. BENT INTO FLOOR 7'0" @ 24" O.C.

BELOW GRADE USE 4" OF CONCRETE ON 4" CRUSHED ROCK WITH 6 MIL-POLY OVER CRUSHED ROCK BELOW GRADE.

DRAINAGE TILES, GRAVEL OR CRUSHED STONE DRAINS, PERFORATED PIPE OR OTHER APPROVED SYSTEMS OR MATERIALS SHALL BE INSTALLED AT OR BELOW THE AREA TO BE PROTECTED AND SHALL DISCHARGE BY GRAVITY OR MECHANICAL MEANS INTO AN APPROVED DRAINAGE SYSTEM. GRAVEL OR CRUSHED STONE DRAINS SHALL EXTEND AT LEAST 1 FOOT BEYOND THE OUTSIDE EDGE OF THE FOOTING AND 6 INCHES ABOVE THE TOP OF THE FOOTING AND BE COVERED WITH AN APPROVED FILTER MEMBERANE MATERIAL. THE TOP OF OPEN JOINTS OF DRAIN TILES SHALL BE PROTECTED WITH STRIPS OF BUILDING PAPER, AND DRANAGE TILES OR PERFORATED PIPE SHALL BE PLACED ON A MINUM OF 2 INCHES OF WASHED GRAVEL OR CRUSHED ROCK AT LEAST ONE SIEVE SIZE LARGER THAN THE TILE JOINT OPENING OR PERFORATION AND COVERED WITH NOT LESS THAN 6 INCHES OF THE SAME MATERIAL.

BRACED WALLS:

xxxxxxxxxxxxxxxx METHOD WSP (2018 IRC): MIN. 8/16" APA RATED WITH 8d NAILS @ 6" AND 12"

////////////// METHOD GB (2018 IRC): MIN. 1/2" GYPSUM BOARD WITH NO. 6 1-1/4" TYE W OR S SCREWS @ 7" O.C. EDGES AND WALL (4'-0" LONG, BOTH FACES OF WALL

A/C ALTERNATE BRACED WALL PANEL
Method PFH: Portal frame with hold-downs

A/C ALTERNATE BRACED WALL PANEL .
Method PFG: at garage door openings in Seisme Design Categories A, B and C

A/C ALTERNATE BRACED WALL PANEL .
Method ABW: Alternate braced wall panels

A/C ALTERNATE BRACED WALL PANEL .
Method CS-PF: Continously sheathed portal frame

2. PROVIDE SOLD BLOCKING ABOVE AND BELOW ALL BRACED WALL LINES WHERE FRAMING ABOVE OR BELOW RUNS PERPENDICULAR TO THE BRACING. THE BRACED WALL SOLE PLATE AND TOP PLATE SHALL BE FASTENED TO BLOCKING (RO PARALLEL FRAMING MEMBER WHERE PROVIDED) WITH (3) 16d NAILS @ 16" O.C.

3. SIMPSON STHD-14 HOLD-DOWN STRAPS MAY BE SUBSTITUTED WITH SIMPSON PHD2 HOLD-DOWNS AND A 5/8" ANCHOR ROD DRILLED AND EPOXIED A MIN. 7" INTO THE FOUNDATION

INSULATION NOTES:

2018 IRC.
MIN. INSULATION SHALL BE PROVIDED ADJACENT TO HABITABLE AREAS AS FOLLOWS:

EXTERIOR FRAMED WALLS	(R10 OR R13+8)
FLOOR OVER HEATED SPACE	R10
FLOOR OVER OUTSIDE AIR	R10
ATTIC - BLOWN IN	R49
CATHEDRAL CEILING	R30

CARBON MONOXIDE ALARMS

Carbon monoxide alarms.
For new construction, an approved carbon monoxide alarm shall be installed outside of each separate sleeping area in the immediate vicinity of the bedrooms in dwelling units within which fuel-fired appliances are installed and in dwelling units that have attached garages.

Carbon monoxide detection systems.
Carbon monoxide detection systems that include carbon monoxide detectors and audible notification appliances, installed and maintained in accordance with this section for carbon monoxide alarms and NFPA 720, shall be permitted. The carbon monoxide detectors shall be listed as complying with UL 2075. Where a household carbon monoxide detection system is installed, it shall become a permanent fixture of the occupancy, owned by the homeowner and shall be monitored by an approved supervising station.

SMOKE ALARMS:

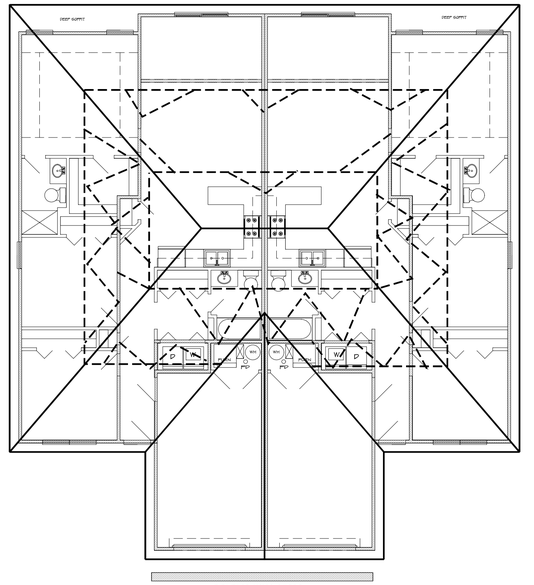
2018 IRC.
PROVIDE SMOKE ALARMS IN EACH SLEEPING ROOM, OUTSIDE OF EACH SLEEPING ROOM AND ON EACH FLOOR, INCLUDING BASEMENT. ALARMS SHALL BE INTERCONNECTED IN SUCH A MANNER THAT THE ACTIVATION OF ONE ALARM WILL ACTIVATE ALL OF THE ALARMS IN THE DWELLING.

FRAMING NOTE

1. ALL LUMBER SIZES ARE FOR #2 D.FIR-LARCH
2. ALL HEADERS TO BE MIN. (3) #2-2X8
3. BLOCK CANTILEVERS, DOOR JAMBS, AND OVER BEAMS
4. ALL HEADRS TO BEAR ON MIN. OF (2) 2X4 STUDS
5. JOIST UNDER BEARING PARTITIONS SHALL BE DOUBLED AND COMPLY WITH 2018 IRC
6. WATER-RESISTIVE BARRIER SHALL BE PROVIDED OVER ALL EXTERIOR WALL PER 2018 IRC
7. WHERE CEILING JOIST ARE NOT INSTALLED CONNESTED TO THE RAFTERS AT THE TOP PLATE AND/OR WHERE CEILING JOIST ARE NOT INSTALLED IN THE LOWER 1/3 OF ATTIC SPACE RAFTER TIES SHALL BE INSTALLED IN THE LOWER 1/3 OF ATTIC SPACE
8. COLLAR TIES SHALL BE PROVIDED IN THE ATTIC SPACE IN THE UPPER 1/3 OF ATTIC
9. ROOF IS DESIGNED FOR 20 P.S.F. ROOF SNOW LOAD (MIN.)
10. MIN 25 YR. ASPHALT SHINGLES
11. RAFTER TIES SHALL NOT BE REQUIED WHEN A STRUCTURAL RIDGE HAS BEEN PROVIDED AND ADEQUATELY DESIGNED (AS IN A FULLY VAULTED ROOM) SUCH SHALL BE NOTED AS "STRUCTURAL" ON THE PLAN PER 2018 IRC

Guard opening limitations.
Required guards on open sides of stairways, raised floor areas, balconies, and porches shall have intermediate rails or ornamental closures that do not allow passage of a sphere 4" or more in diameter.

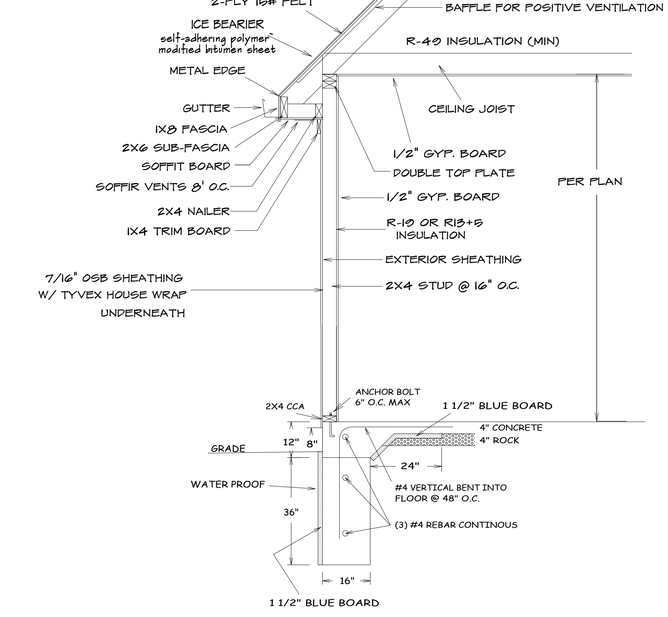
Opening protection.
Openings from a private garage directly into a room used for sleeping purposes shall not be permitted.
Other openings between the garage and residence shall be equipped with solid wood doors not less than 1 3/8 inches in thickness, solid or honeycomb-core steel doors not less than 1 3/8 inches thick, or 20-minute fire-rated doors, equipped with a self-closing device.



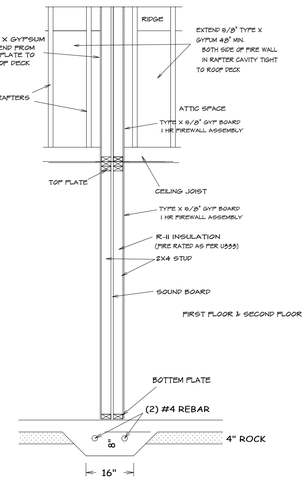
ROOF ELEVATION
1/8" = 1'0"

NOTE: HIP RIDGE FOR THE MAIN ROOF AS:
2X8 #2 D-FIR FOR UNBRACED LENGTH UP TO 9'0"
2X10 #2 D-FIR FOR UNBRACED LENGTH UP TO 10'0"
2X12 #2 D-FIR FOR UNBRACED LENGTH UP TO 12'0"

ALL RAFTERS TO BE #2 2X6 D-FIR 16" O.C. UNLESS OTHER WISE NOTED
PURLINGS TO BE 2X10'S #2 D-FIR
PURLING TO BE SUPPORTED TO BEARING WALL LINES WITH SUPPORTS SPACED 8'0" O.C. MAX
CONNECT RAFTERS TO CEILING JOIST W (4) 16d GALV. NAILS
CONNECT RAFTERS TO RIDGE, VALLEY, AND HIP RIDGE WITH (4) 16d GALV. NAILS



WALL SECTION

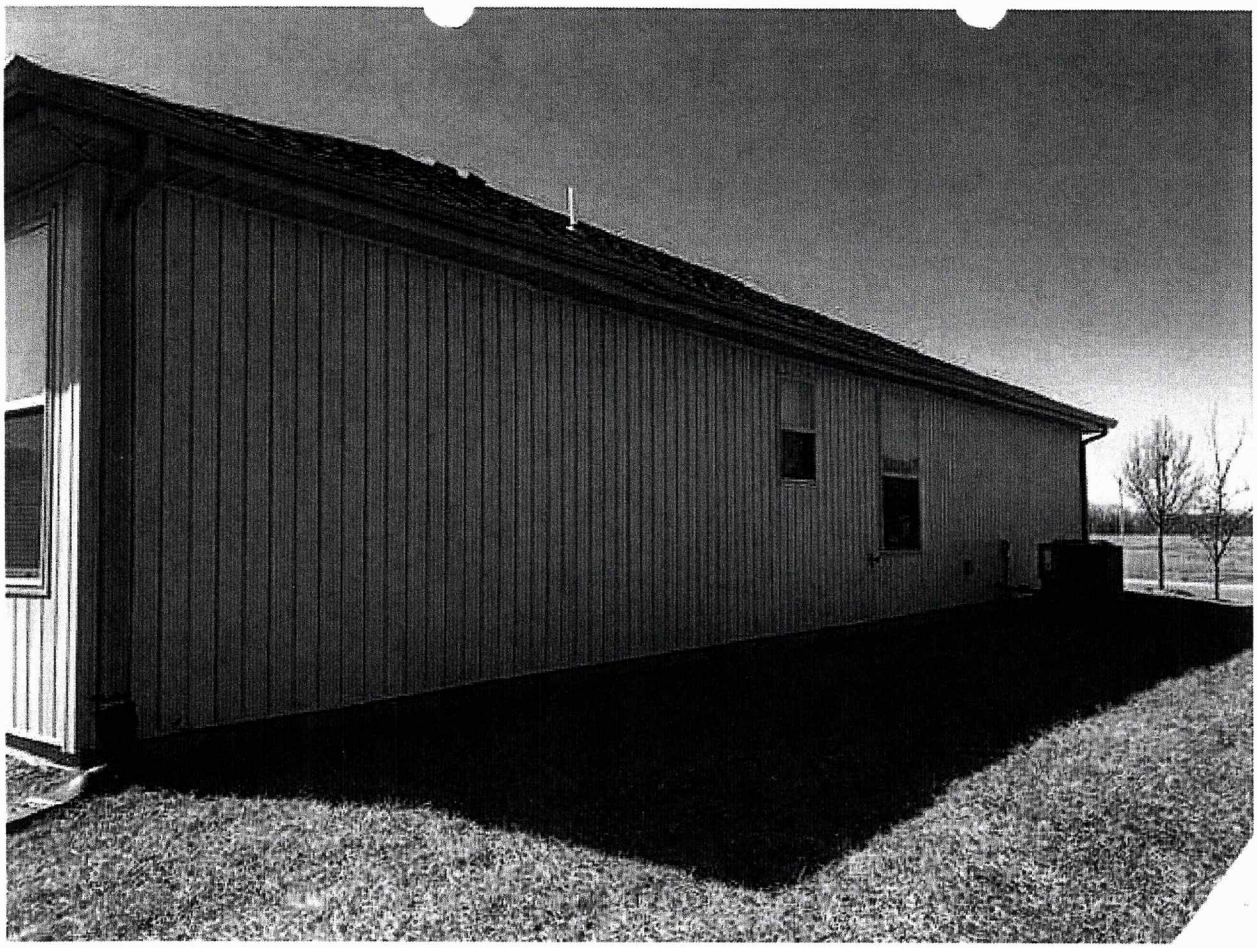


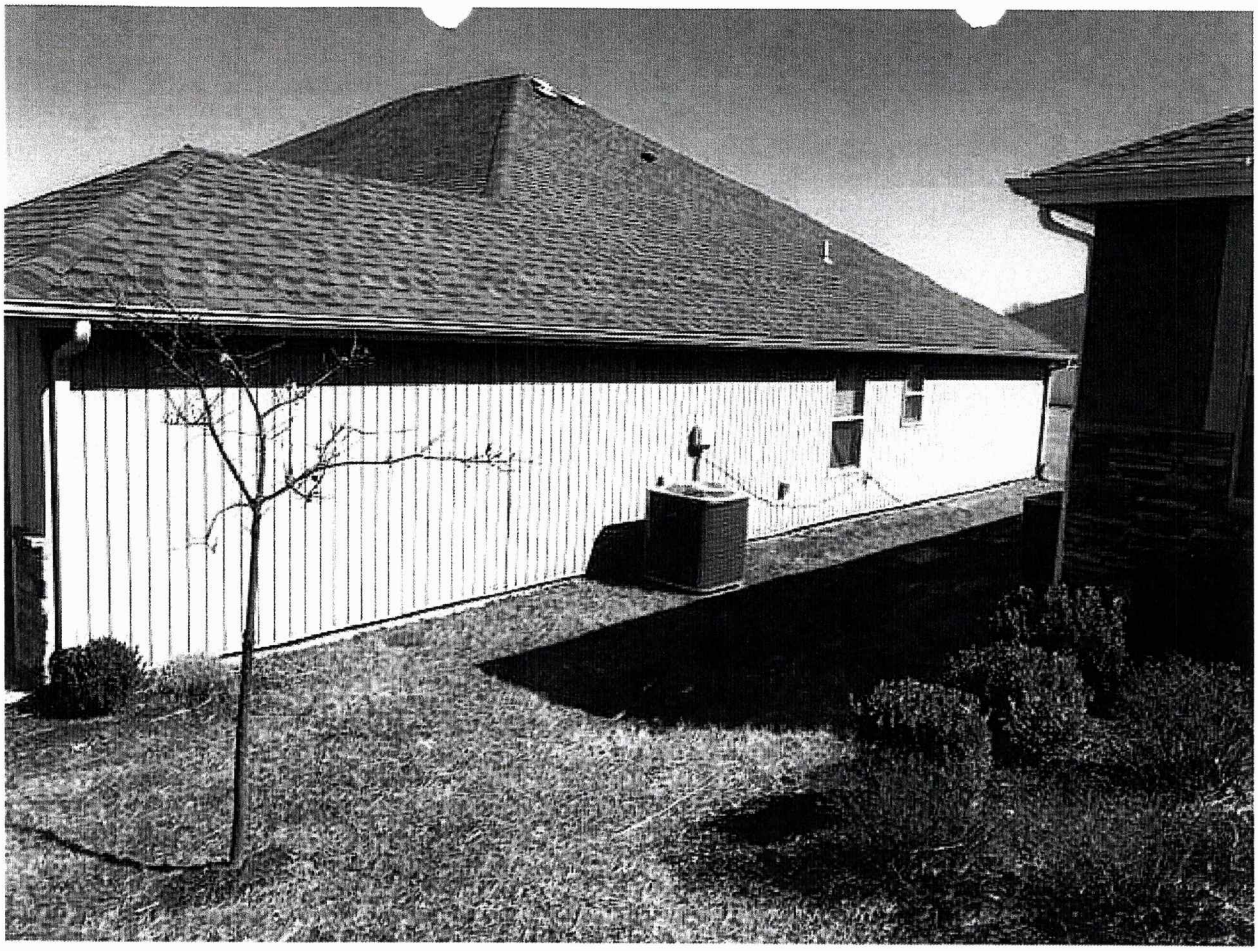
PARTION WALL

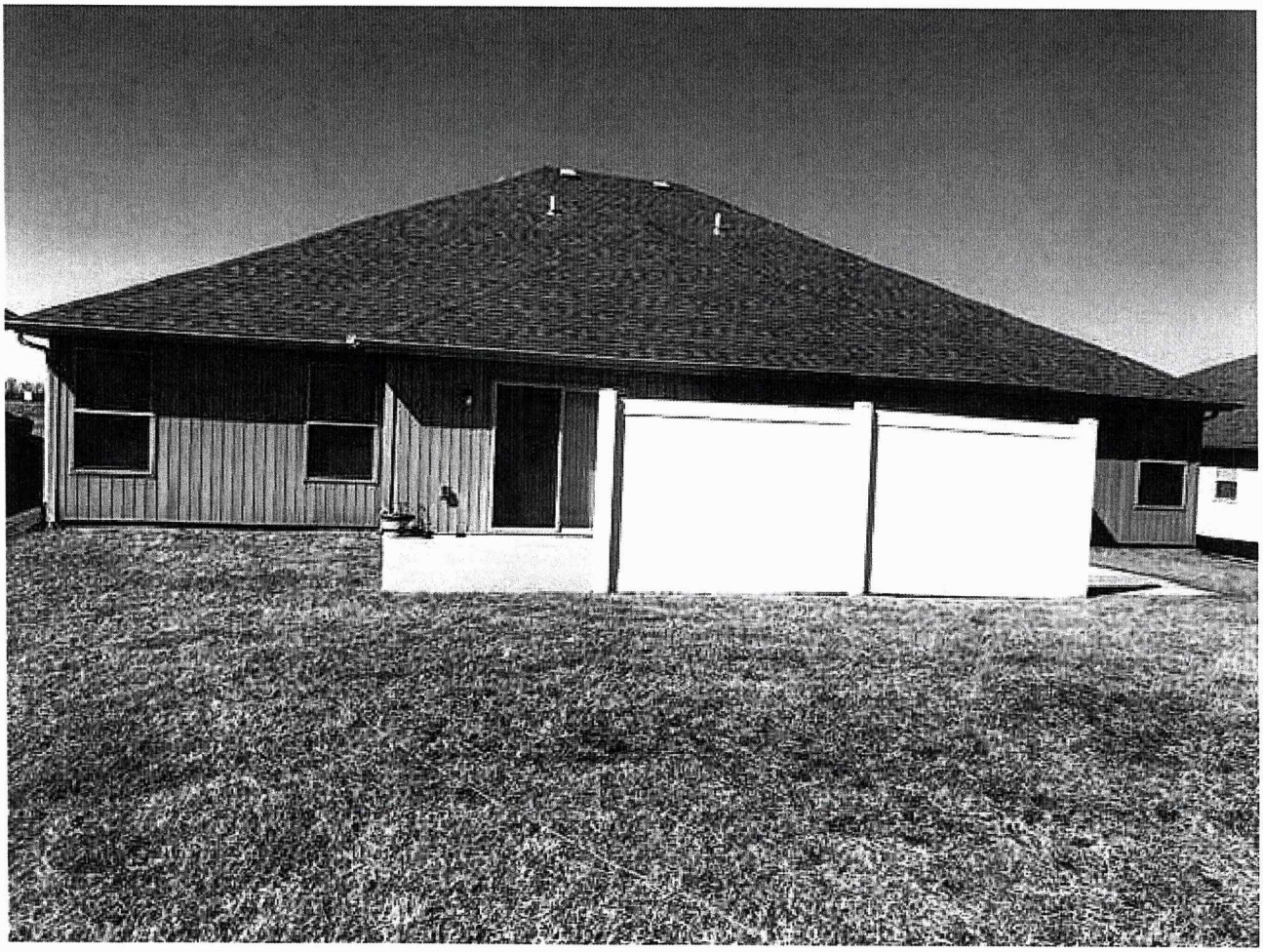
BUILDER&CONTRACTOR IS RESPONSIBLE TO CHECK ALL DIMENSIONS FOR ACCURACY BETWEEN FLOORS, FOUNDATION, AND ELEVATIONS. ALSO VERIFY ALL BEAM, HEADERS, PAD LOCATIONS, AND COLUMN SIZES. BUILDER&CONTRACTOR TO CHECK FOR COMPLIANCE WITH CONTRACTS, CITY, AND NATIONAL CODES. BUILDER&CONTRACTOR ACCEPTS ALL RESPONSIBILITY FOR LOT PLACEMENT, SET-BACKS, AND FLOOD PLAINS. BUILDER&CONTRACTOR AND HOME OWNER ACCEPTS RESPONSIBILITY FOR ANY AND ALL CHANGES MADE TO OR REDRAWINGS TO OTHER COPYRIGHTED PLANS. BUILDER&CONTRACTOR ACCEPTS RESPONSIBILITY FOR ANY AN ON SITE CHANGES MADE TO STRUCTURE.

HOME BUYER:		SHEET NO.	4
BUILDER:		PLAN NO.	DUP-5022
SUB-DIVISION:		FILE NAME:	5022 SEC1
PHONE:		DATE DRAWN:	
PHONE:		DATE REVISED:	
LOT NO.		DESIGNER:	
		APPROX. SQ.FT.	

DUP-5022







About Content Legend

Legend

Local
Major Arterial
Minor Arterial
Other
Private
Ramp
Recreation
Resource
Service
Subsurface
Unknown

Parcels

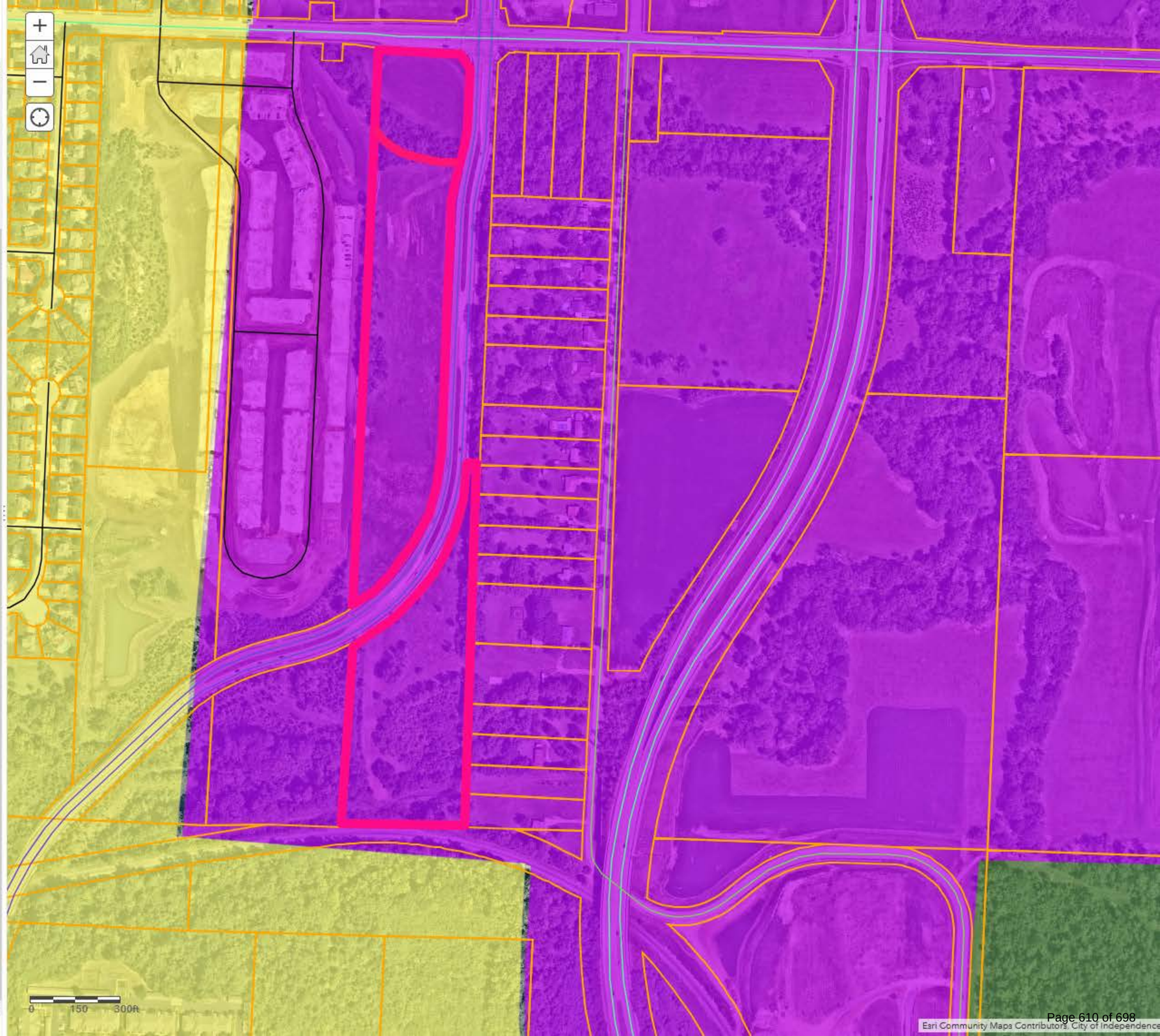
Proposed Land Use (Comp Plan)

Residential Neighborhoods
Residential Urban Neighborhoods
Mixed Use
Neighborhood Commercial
Community Commercial
Regional Commercial
Office
Business Park
Industrial
Civic / Public
Community Attractions & Tourism
Parks
Agricultural
Invalid Rule

Square Business District

City Limits

Trust Center Contact Esri Report Abuse



Esri Community Maps Contributors, City of Independence

About Content Legend

Legend

- C-2/PUD
- C-2/SUP
- C-3
- C-3/SUP
- DFD
- I-1
- I-1/HL
- I-1/SUP
- 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
- 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
- Service Commercial/Historic Landmark
- Arts District/Special Use Permit(SUP)
- General Commercial/Special Sign Character
- Residental, Agricultural/Special Use Permit, 3 AC min lot area
- Residential, Agricultural/Historic Landmark
- Residential, Two-Family/Special Use Permit

Trust Center Contact Esri Report Abuse

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INDEPENDENCE
MISSOURI
A GREAT AMERICAN STORY

Planning Commission Minutes

September 10, 2024 6:00 PM

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

CALL TO ORDER

A meeting of the Planning Commission was held at 6:00 PM on 9/10/2024, in the 111 E Maple Avenue City Council Chambers, Independence, MO 64050. The meeting was called to order.

ROLL CALL

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

Commissioner Nesbitt apologized for his actions at the August 27th Planning Commission meeting. He said he understands some of his comments may have been considered offensive and that was not his intention.

CASE TO BE CONTINUED - STAFF RECOMMENDS THESE CASES BE CONTINUED TO THE OCTOBER 15, 2024 MEETING.

1. **Case 24-100-18 – Rezoning – 12880 E. Kentucky Road –** A request by Jim Gamble to rezone the property from I-1 (Industrial) to C-3 (Service Commercial).

Motion

Commissioner Eric Ashbaugh made a motion to continue the case to October 15, 2024. Commissioner Edward Nesbitt seconded the motion. The motion was approved Yes 7, No 0, Abstained 0.

2. **Case 24-125-05 – Rezoning/PUD – 19300 E. 37th Terrace –** A request by JC Weston Construction to rezone the property from C-2 (General Commercial) to R-30/PUD (High Density Residential/Planned Unit Development) and approving a preliminary development plan.

Motion
Commissioner Eric Ashbaugh made a motion to continue the case to October 15, 2024. Commissioner Edward Nesbitt seconded the motion. The motion was approved Yes 7, No 0, Abstained 0.

PUBLIC HEARINGS

1. **Continued Case 24-100-12 – Rezoning – 21101 E. 78 Hwy** - A request by Carajoto, LLC to rezone the property from R-6 (Single Family Residential) to I-1 (Industrial).

Staff Presentation
Brian Harker presented the case and noted this case would be presented with case 24-150-01. 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
George Kapke, 15800 E 27th Street, and Anthony Privitera, 9900 W 159th Street, Overland Park, KS, both stated they were available for any questions.

Public Comments
No public comments.

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

2. **Continued Case 24-150-01 – Comprehensive Plan Amendment – 21101 E. 78 Hwy –** A request by Anthony Privitera to amend the Future Land Use Plan map for 21101 E. 78 Hwy.

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

3. **Case 24-100-20 – Rezoning – 9300 E. 9th Street S –** A request by Janet Thrasher to rezone the property from R-30/PUD (High Density Residential/Planned Unit Development) to R-6 (Single Family Residential).

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

Public Comments
No public comments.

Commissioner Comments
In response to Commissioner Ashbaugh's question, Mr. Harker stated the city will continue to

bring forward city-initiated cases to correct zoning in residential neighborhoods.

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

4. **Case 24-100-22 – Rezoning – 1235 & 1239 W. South St –** A request by Brandon Fryer to rezone the properties from I-1 (Industrial) to R-6 (Single Family Residential).

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

Applicant Comments
Brandon Fryer, 6601 Harvard Ave, Raytown, stated he'd like it down-zoned so they can get an FHA loan on the property. He stated they cannot get the loan with it zoned as Industrial.

In response to Commissioner Ashbaugh's question, he stated he doesn't have plans to replat the property at this time.

Public Comments
No public comments.

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

5. **Case 24-100-23 – Rezoning – 11301 & 11303 E. Truman Road & 11300 E. Aaron Lane** - A request by Brandon Fryer to rezone the properties from I-1 (Industrial) to C-2 (General Commercial).

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

In response to Chairwoman Wiley's question, Mr. Glaser stated he doesn't believe the structure is historic.

Applicant Comments
Brandon Fryer, 6601 Harvard, Raytown, stated he's available for any questions. In response to Commissioner Nesbitt's question, Mr. Fryer stated he's hoping to clean up the property and make it usable.

Public Comments
No public comments.

Motion

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

6. **Case 24-100-19 – Rezoning – Jackson Drive & R.D. Mize Road –** A request by Jim Pollard to rezone the property from C-2 (General Commercial) and R-6 (Single Family Residential) to C-2 (General Commercial) and R-12 (Two-Family Residential).

Staff Presentation

Brian Harker presented the case and noted it would be presented with Case 24-310-05. Mr. Harker presented the Commission with a vicinity map, noting the area and surrounding zoning. He presented the Commission with an aerial map indicating the project area and explained the surrounding land uses. Mr. Harker reviewed the conditions of approval for the preliminary plat.

In response to Commissioner Ashbaugh's question, Mr. Harker explained the difference between what is typically called a townhouse versus a duplex. Mr. Harker stated these would be duplexes. He explained that some of the drawings are drafts and final plans will still have to come forward for approval.

In response to Commissioner Nesbitt's question, Mr. Harker stated the conditions are items that staff would like to review before the final plans are developed. Commissioner Nesbitt stated he would like to see better renderings and more finalized plans before this case is heard.

Applicant Comments

Jim Pollard, 3030 S Crenshaw, stated he has a similar project on Powell Road that has 20 units already completed. He said he would like to see the rezoning approved before additional funds are spent on producing a more detailed preliminary plat. Mr. Pollard said he may need to obtain a variance for the driveways.

Commissioner Ashbaugh stated it appears these are pretty tight quarters for this many units. In response to Commissioner Ashbaugh's question, Mr. Pollard said the engineer is available to speak and he does believe they have enough space for that number of units.

Kevin Sterrett, 1411 NE Todd George, Lee's Summit, stated they have a lot of detail on these preliminary plats and have labeled all the berms. He said they've gone back several times with Mr. Harker and have attempted to address all of his concerns. Mr. Sterrett said all the units will fit and the line of sight will be met as the City has required.

In response to Chairwoman's Wiley's question, Mr. Pollard stated he likes to go above and beyond the City Code and stated he does not like residents to park on the street. He said he plans to exceed the parking requirement and will abide by the other conditions outlined by staff. Mr. Harker clarified that the berms are on individual lots, not on common lots, so the city would like assurance that those berms will not be removed.

In response to Commissioner O'Neill's question, Mr. Pollard stated the C-2 zoning is existing and there is a stream buffer around that part of the property.

In response to Commissioner Nesbitt's question, Mr. Pollard stated some of the lots would like a variance for the parking. Mr. Arroyo said the development will have to meet the 1.4 parking requirement and 40% of the front yard will have to be green space. He noted preliminary plats typically have conditions and if there are substantial changes, they would have to come back to the Planning Commission before being considered for a final plat.

In response to Chairwoman Wiley's question, Mr. Pollard stated the project would still be viable even if they had to downsize the number of units.

Public Comments
No public comments.

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

OTHER BUSINESS

1. **Case 24-310-05 – Jackson Drive and RD Mize Road – Jackson Place Preliminary Plat –** A request by James Pollard for a Preliminary Plat called Jackson Place located at Jackson Drive and RD Mize Road

Commissioner Comments
In response to Commissioner Ashbaugh's question, Mr. Harker stated anyone looking to develop this property would have to come forward with a preliminary plat. Mr. Arroyo stated if the preliminary plat is approved, they would start the engineering design. If the case meets the conditions and requirements, the Planning Commission will see the final plat. If it was substantially different, the Planning Commission would see a new preliminary plat. Mr. Arroyo said if the approval is postponed, they would have to start the engineering process early, to get those details.

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

2. **Case 24-400-20 – Short-Term Rental – 3912 Circle Drive –** A request by Adam Austin to operate a Short-Term Rental.

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

Applicant Comments
Adam Austin, 622 SW Lemans Ln, Lee's Summit, stated he has removed the pavers and put in asphalt.

In response to Commissioner Nesbitt's question, Mr. Austin described where he had asphalt put in at the house. Mr. Austin said one of the smaller bedrooms upstairs will not be used as a bedroom. Mr. Glaser said staff will go inspect the new asphalt and will determine if any permits are required.

In response to Commissioner Ashbaugh's question, Mr. Arroyo stated he may have to dig out the sides for the city to inspect and determine its depth. If it's not up to code, he will have to bring it up to City Code.

In response to Mr. Austin's question, Mr. Glaser stated if someone is living at the home, the other rooms could not be rented out individually.

Public Comments

Jesse Stamps, 11205 E 40th St, stated she has a young daughter and is concerned about their safety. Ms. Stamps said she's in opposition due to the possible traffic and parties that could be held at the home.

Chasity Valaquez, 3904 Circle Drive, stated she is also concerned about her safety. She said owners don't typically care about the appearance, noise or what type of tenants they rent to. In response to Commissioner Nesbitt's question, Ms. Valaquez has seen an improvement to the driveway.

Mr. Austin stated they've spent about $50,000 on improving the property, and he would not want tenants to cause an issue with the neighbors or to leave the property damaged. Mr. Austin said they will use Airbnb and VRBO. He noted they will also screen them and not take automatic bookings.

In response to Commissioner Young's question, Mr. Austin said he will not rent to local people becuase they are typically looking for a place to have a party.

Commissioner Comments

In response to Chairwoman Wiley's question, Mr. Arroyo said if a Short-Term Rental gets complaints, the City would hold a revocation hearing at the Planning Commission.

Commissioner Nesbitt asked if a condition could be added requiring a sign that no street parking is allowed. Assistant City Counselor Langford noted he cannot put up a sign, but could be required to add "no street parking" to his advertisement. The condition will be changed to state that two additional off-street parking spaces are required.

Motion

Commissioner Dan O'Neill made a motion to approve the case, with conditions as stated by staff and amended to require two additional off-street parking spaces. Commissioner Edward Nesbitt seconded the motion. The motion was approved Yes 7, No 0, Abstained 0.

ROUNDTABLE

Mr. Arroyo noted the September 24, 2024 meeting will be canceled.

ADJOURNMENT

The meeting was adjourned at 8:16 p.m.

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

24-101 **1R** An ordinance approving a rezoning from District R-30/PUD (High Density Residential Planned Unit Development) to R-6 (Single Family Residential) for the property at 9300 E 9th St. **1R**

Recommendations:

Commissioner Nesbitt made a motion to recommend approval of case 24-100-20, the rezoning of 9300 E 9th St S. A second to the motion was made by Commissioner O'Neill. The Independence Planning Commission voted as follows:
Commissioner Ashbaugh – Yes
Commissioner Ferguson – Yes
Commissioner McClain – Yes
Commissioner Nesbitt – Yes
Commissioner O'Neill – Yes
Commissioner Torres – Yes
Commissioner 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:

PROPOSAL:

The applicants seek to rezone the property at 9300 E 9th St S from R-30/PUD (High Density Residential/Planned Unit Development) to R-6 (Single-Family Residential) so that they can sell the property without any issues.

PROPERTY HISTORY:

This property is part of Lot 13 of the Evanston Park subdivision, which was recorded in December of 1885. At the time, the Evanston Park subdivision was not within the City of Independence. The addition was annexed into the city in 1961. In 1965, it was zoned R-4 (Apartments). In 1980 the zoning was updated to R-4 (High Density Residential). With the adoption of the UDO in 2009, this designation was updated to R-30.

PHYSICAL CHARACTERISTICS OF PROPERTY:

The property is 50' wide and 100' deep. The property is 5,109 sq. ft. in total. It is a corner lot situated off Oxford Ave and 9th St. Both streets are dead ends.
As per Jackson County records, the house was constructed in 1940. The house is 1,122 sq. ft and features a front porch with stone supports, a side deck, beige siding and a metal roof.

CHARACTERISTICS OF THE AREA:

The property is located to the West of Winner Rd and to the South of US 24 Hwy. It is located in a primarily single-family neighborhood. Across Brookside Ave to the West is the Mt. Washington cemetery.

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." This rezoning would bring the property into conformance with the UDO.

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. This rezoning fits this classification.

Historic and Archeological Sites:

There are no apparent historic or archeological sites located on these properties.

Public Utilities:

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

CIP Investments:

Currently there are no CIP investments along US 24 Highway; however, MoDOT has planned improvements envisioned.

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 Established 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 not located within any subarea plan area.

3. The compatibility of the proposed zoning with the zoning and use of the nearby property, including any overlay zoning.

The property is located within a single-family residential neighborhood. Rezoning this property to R-6 would ensure compatibility with the existing neighborhood. R-30 zoning districts do not allow for single family detached houses to be developed. This property is in a legal nonconforming use status.

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

The property is located within a single-family residential neighborhood. Rezoning this property to R-6 would ensure compatibility with the existing 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 property will conform with the permitted uses of the City's Development Code and the owner will be able to sell it without any issues.

6. The length of time the subject property has remained vacant as zoned.

The utilities of this property were transferred to the owner's name in February of 2024, indicating that this property has been vacant for 6 months.

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 consistent with surrounding properties.
8. The gain, if any, to the public health, safety, and welfare due to denial of the application, as compared to the hardship imposed upon the landowner, if any, because of denial of the application.
Denial of this zoning will inhibit the ability of the applicant to sell the property as they intend.

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

Emergency Justification:

Fiscal Impact:

Council Action:

Department / Contact Community Development /

REVIEWERS
Tom Scannell
Jeremy Cover
Zachary Walker
Susanne Holland

ATTACHMENTS:
1. Draft Ordinance 24-100-20
2. Staff Report 24-100-20
3. Narrative
4. Application
5. Notification Letter
6. Mailing List
7. Affidavit
8. Notice Area Map
9. Comp Plan Map
10. Zoning Map
11. Planning Commission Meeting Minutes 9-10-24

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE APPROVING A REZONING FROM DISTRICT R-30/PUD (HIGH DENSITY RESIDENTIAL PLANNED UNIT DEVELOPMENT) TO R-6 (SINGLE FAMILY RESIDENTIAL) FOR THE PROPERTY AT 9300 E 9TH ST.

WHEREAS, an application submitted by Janet Thrasher requesting approval of a rezoning from District R-30/PUD (High-Density Residential) to R-6 (Single-Family Residential) for the property at 9300 E 9th St S 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 September 10, 2024, and rendered a report to the City Council recommending the rezoning be approved by a vote of 7-0; and,

WHEREAS, in accordance with the Unified Development Ordinance, it was determined that the rezoning was consistent with the review criteria in Section 14-701-02; and,

WHEREAS, no legal protests were signed, acknowledged, and presented for the application; and,

WHEREAS, after due public notice in the manner prescribed by law, the City Council held a public hearing, and rendered a decision to approve the rezoning of the said property.

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:

EVANSTON PARK; W 50' OF LOT 13 BLK 4

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

INDEPENDENCE
★ COMMUNITY DEVELOPMENT ★

Planning Commission
Staff Report

MEETING DATE: September 10, 2024 **STAFF:** Gabe Glaser, Planner

PROJECT NAME: Ms. Thrasher Rezoning

CASE NUMBER/REQUEST: **Case 24-100-20 – Rezoning – 9300 E. 9th Street S –** A request by Janet Thrasher to rezone the property from R-30/PUD (High Density Residential/Planned Unit Development) to R-6 (Single Family Residential).

APPLICANTS/OWNERS: Janet Thrasher

PROPERTY ADDRESS: 9300 E 9th St S, Independence, Mo 64053

APPLICANTS/OWNER'S ADDRESS: 108 Craig Way, Los Gatos, Ca 95032

SURROUNDING ZONING/LAND USE:

North: R-30 (High Density Residential) / Vacant Land
South: R-12 (Two-Family Residential) / Single Family Residence
East: R-30 (High Density Residential) / Single Family Residence
West: R-12 (Two-Family Residential) / Single Family Residence

PUBLIC NOTICE

- Letters to property owners within 185 feet – August 20, 2024
- Public Notice published in the Independence Examiner – August 24, 2024
- Sign posted on property – August 23, 2024

FURTHER ACTION:

Following action by the Planning Commission, this rezoning request is scheduled for first reading by the City Council on October 7, 2024, and the public hearing/second reading on October 21, 2024.

RECOMMENDATION

Staff recommends **APPROVAL** of this rezoning request.

PROJECT DESCRIPTION & BACKGROUND INFORMATION

PROJECT DESCRIPTION: A request by the property owner, Janet Thrasher, to rezone the subject property from R-30 (High Density Residential) to R-6 (Single-Family Residential).

Current Zoning: R-30 (High Density Residential)
Proposed Zoning: R-6 (Single Family Residential
Prior to 2009: R-4 (High Density Residential)
Prior to 1980: R-4 (Apartments)
Current Use: Single-Family Residence
Former Use: Single-Family Residence
Proposed Use: Single-Family Residence
Lot Size: 5,109 Sq, Ft.
Building Square Footage: 1,122 Sq. Ft.

PROPOSAL:

The applicants seek to rezone the property at 9300 E. 9th St S from R-30 (High Density Residential) to R-6 (Single-Family Residential) so they can sell the property without any issues.

PROPERTY HISTORY:

This property is part of Lot 13 of the Evanston Park subdivision, which was recorded in December of 1885. At the time, the Evanston Park subdivision was not within the City of Independence. The addition was annexed into the city in 1961. In 1965, it was zoned R-4 (Apartments). In 1980 the zoning was updated to R-4 (High Density Residential). With the adoption of the UDO in 2009, this designation was updated to R-30.

PHYSICAL CHARACTERISTICS OF THE PROPERTY:

The property is 50' wide and 100' deep. The property is 5,109 sq. ft. in total. It is a corner lot situated off Oxford Ave and 9th St. Both streets are dead ends.

As per Jackson County records, the house was constructed in 1940. The house is 1,122 sq. ft and features a front porch with stone supports, a side deck, beige siding and a metal roof.

CHARACTERISTICS OF THE AREA:

The property is located to the West of Winner Rd and to the South of US 24 Hwy. It is located in a primarily single-family neighborhood. Across Brookside Ave to the West is the Mt. Washington cemetery.

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." This rezoning would bring the property into conformance with the UDO.

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. This rezoning fits this classification.

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 structure's design and nearby 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 US 24 Highway; however, MoDOT has planned improvements envisioned.

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 Established 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 not located within any subarea plan area.
3. **The compatibility of the proposed zoning with the zoning and use of the nearby property, including any overlay zoning.**
   The property is located within a single-family residential neighborhood. Rezoning this property to R-6 would ensure compatibility with the existing neighborhood. R-30 zoning districts do not allow for single family detached houses to be developed. This property is in a legal nonconforming use status.
4. **The compatibility of the proposed zoning and allowed uses with the character of the neighborhood.**
   The property is located within a single-family residential neighborhood. Rezoning this property to R-6 would ensure compatibility with the existing 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 property will conform with the permitted uses of the City's Development Code and the owner will be able to sell it without any issues.
6. **The length of time the subject property has remained vacant as zoned.**
   The utilities of this property were transferred to the owner's name in February of 2024, indicating that this property has been vacant for 6 months.
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 consistent with surrounding properties.
8. **The gain, if any, to the public health, safety, and welfare due to denial of the application, as compared to the hardship imposed upon the landowner, if any, because of denial of the application.**
   Denial of this zoning will inhibit the ability of the applicant to sell the property as they intend.
9.

EXHIBITS:

1. Narrative
2. Application
3. Notification Letter
4. Mailing List
5. Notice Area Map
6. Affidavit
7. Comp Plan Map
8. Zoning Map

July 23, 2024

City of Independence
Planning and Zoning
Community Development
111 E. Maple Avenue
Independence, MO 64050

Regarding: 9300 E 9th Street E, Independence, MO 64053

To Whom it May Concern,

We purchased the house at the above referenced address in June 2017. This house has been a rental property over the last 7 years. We recently listed the house for sale and we received an offer from an interested buyer. During the process of the buyer doing his due diligence, he informed us this house is zoned R-30 High Density and not Single Family Residential. I called the zoning department and spoke to Joshua Garrett who was very knowledgeable and helpful. During the time we owned this property we had no idea that it was zoned any different than residential. This was never discovered when we purchased the house.

We are submitting an application to have the property rezoned to Single Family Residential. We believe this is the correct type of zoning. The house is in a residential neighborhood amongst other single family houses.

Please contact me if you have any questions or if you need any additional information.

Thank you,

Janet Thrasher

Janet Thrasher
Owner

Janet@thrashertermite.com
408-309-5291 - cell

INDEPENDENCE
MISSOURI

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

REZONE TO RESIDENTIAL
Project Name

9300 E 9th Street E, Inckependence, MO 64053
Project Address/Location

Sq. Ft. of Building	Acreage	Number of Lots/Tracts	Steam Buffer (Yes or No)
1122	5109 # LOT	1	N

Existing Zoning	Proposed Zoning	Existing Land Use	Proposed Land Use
R-30 HIGH DENSITY	SINGLE FAMILY	SINGLE FAMILY	SINGLE FAMILY

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

JANET THRASHER
Name

Company

108 CRAIG WAY, LOS GATOS, CA 95032
Address

408-309-5291
Phone

JANET@THRASHERTERMITE.COM
Email

Owner

JANET THRASHER
Name

Company

108 CRAIG WAY, LOS GATOS, CA 95032
Address

408-309-5291
Phone

JANET@THRASHERTERMITE.COM
Email

Architect/Engineer/Surveyor/Other:

Name

Company

Address

Phone

Email

Architect/Engineer/Surveyor/Other:

Name

Company

Address

Phone

Email

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

Janet Thrasher 7-23-24
Applicant's Signature

Date

Janet Thrasher 7-23-24
Owner's Signature

Date

Appendix B - Property Owner Notification Letter

City of Independence, Missouri

Date: August 20, 2024 Case No. 24-100-20

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: property to be re-zoned to single family residential.

Applicant: Janet Thrasher

Location of Property: 9300 E. 9th St. Ct. S

Planning Commission Meeting Date: September 10th 2024 at 6:00 p.m.

City Council Meeting Date: October 21st 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.

Janet Thrasher
Applicant (or Owner/Agent)

For more information, contact the Community Development Department at 816-325-7421.

Notification Area Address	Property Owner	Property Owner Address
811 S BROOKSIDE AVE	MEASURE TWICE HOME INVESTMENTS LLC	1130 E ELLSWORTH AVE DENVER, CO 80209
907 S BROOKSIDE AVE	BRADY CHRISTOPHER M	907 S BROOKSIDE INDEPENDENCE, MO 64053
9315 E 9TH ST S	HUFF MICHAEL J	16501 E GEORGE FRANKLYN DR INDEPENDENCE, MO 64055
818 S GLENWOOD AVE	HARVES ERIC NEAL	812 S GLENWOOD INDEPENDENCE, MO 64053
820 S GLENWOOD AVE	GARNETT JEREMIAH L & MARION	820 S GLENWOOD AVE INDEPENDENCE, MO 64053
807 S BROOKSIDE AVE	MCCAFFERY BRIAN	5132 SKY LAKE DR PLANO, TX 75093
836 S OXFORD AVE	WILKIN AUSTIN KYLE THOMAS	836 S OXFORD AVE INDEPENDENCE, MO 64053
805 S BROOKSIDE AVE	HUGHES FRED JEWELL	805 S BROOKSIDE INDEPENDENCE, MO 64053
840 S OXFORD AVE	MALDONADO EDGAR E | GUZMAN VANESSA	840 S OXFORD AVE INDEPENDENCE, MO 64053
9300 E 9TH ST S	THRASHER JANET	108 CRAIG WAY LOS GATOS, CA 95032
800 S OXFORD AVE	EDITH J SISK TRUST 11/05/1993	28611 E 24 HWY BUCKNER, MO 64016
830 S OXFORD AVE	HUGHES FRED JEWELL	805 S BROOKSIDE INDEPENDENCE, MO 64053
916 S GLENWOOD AVE	ALLISON LESLIE A	918 S GLENWOOD AVENUE INDEPENDENCE, MO 64053
905 S BROOKSIDE AVE	BRADY CHRISTOPHER M	907 S BROOKSIDE INDEPENDENCE, MO 64053
9309 E 9TH ST S	PEDERSEN KENT I & CHARI A	9309 E 9TH INDEPENDENCE, MO 64053
842 S OXFORD AVE	ELLIS ASHLEY N	11071 E WESTPORT RD INDEPENDENCE, MO 64052
9306 E 9TH ST S	CONLEY LASHAUNDRA D	9306 E 9TH ST S INDEPENDENCE, MO 64053
801 S OXFORD AVE	CITY OF INDEPENDENCE	111 E MAPLE AVE INDEPENDENCE, MO 64050
9305 E 9TH ST S	IRA CLUB FBO DANIEL FRASER IRA 1001592	67 E MADISON ST #1510 CHICAGO, IL 60603
809 S BROOKSIDE AVE	809 S BROOKSIDE LLC	8107 LEAH CT WILLIAMSVILLE, NY 14221
9311 E 9TH ST S	KORUS DAN & DIANE	303 SPRUCE ST YANKTON, SD 57078
NO ADDRESS ASSIGNED BY CITY	HARVES MARY	812 S GLENWOOD INDEPENDENCE, MO 64053
9310 E 9TH ST S	9310 E 9TH ST S LLC	6915 N CLASSEN BLVD OKLAHOMA CITY, OK 73116
812 S GLENWOOD AVE	HARVES ERIC NEAL	812 S GLENWOOD INDEPENDENCE, MO 64053

Appendix C - Property Owner Notification Affidavit

STATE OF MISSOURI

COUNTY OF JACKSON

Case No. 24-100-20

I, Janet Thrasher, 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 22nd day of August, 2024.

Janet Thrasher

Signature of Agent, Owner or Attorney

Subscribed and sworn to before me this ____ day of _____, 20 _____.

See Attached Jurat

Notary Public

Commission Expiration Date

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Santa Clara

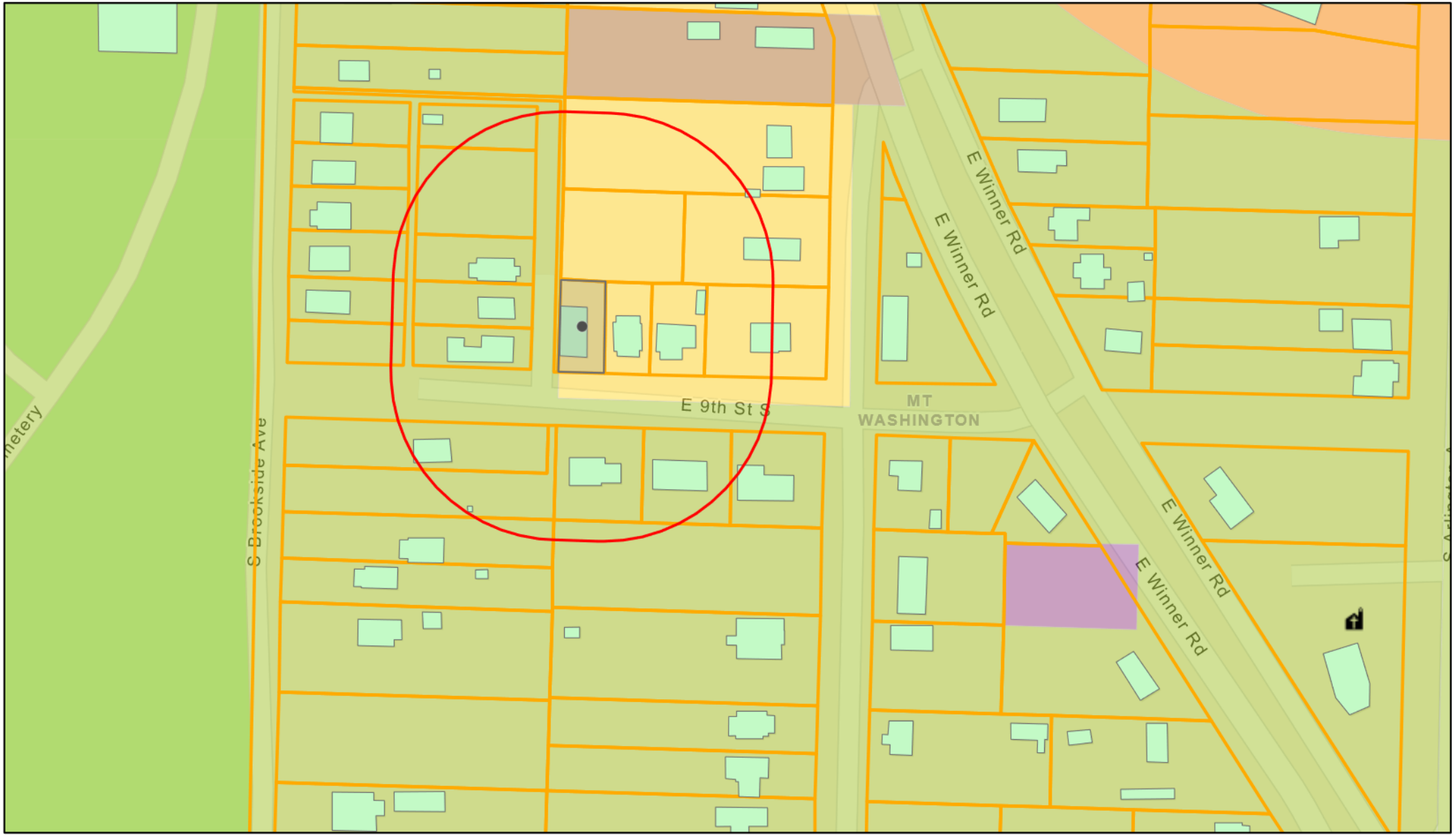
Subscribed and sworn to (or affirmed) before me on this 22 day of August, 2024, by Janet Thrasher,
proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

KANISE REYES
Notary Public - California
Santa Clara County
Commission # 2473460
My Comm. Expires Dec 18, 2027

(Seal)

Signature _____

Notification Area - 24-100-20 - Rezoning - 9300 E 9th St



8/15/2024, 10:16:14 AM

1:2,257

0 0.01 0.03 0.06 mi

0 0.02 0.04 0.09 km

Churches
Building Footprints
Parcels
Zoning
Residential, Two-Family
Residential, Moderate Density/Planned Unit Development
Neighborhood/Light Commercial
Residential, High Density/Planned Unit Development
Office
City Limits

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

ArcGIS Web AppBuilder

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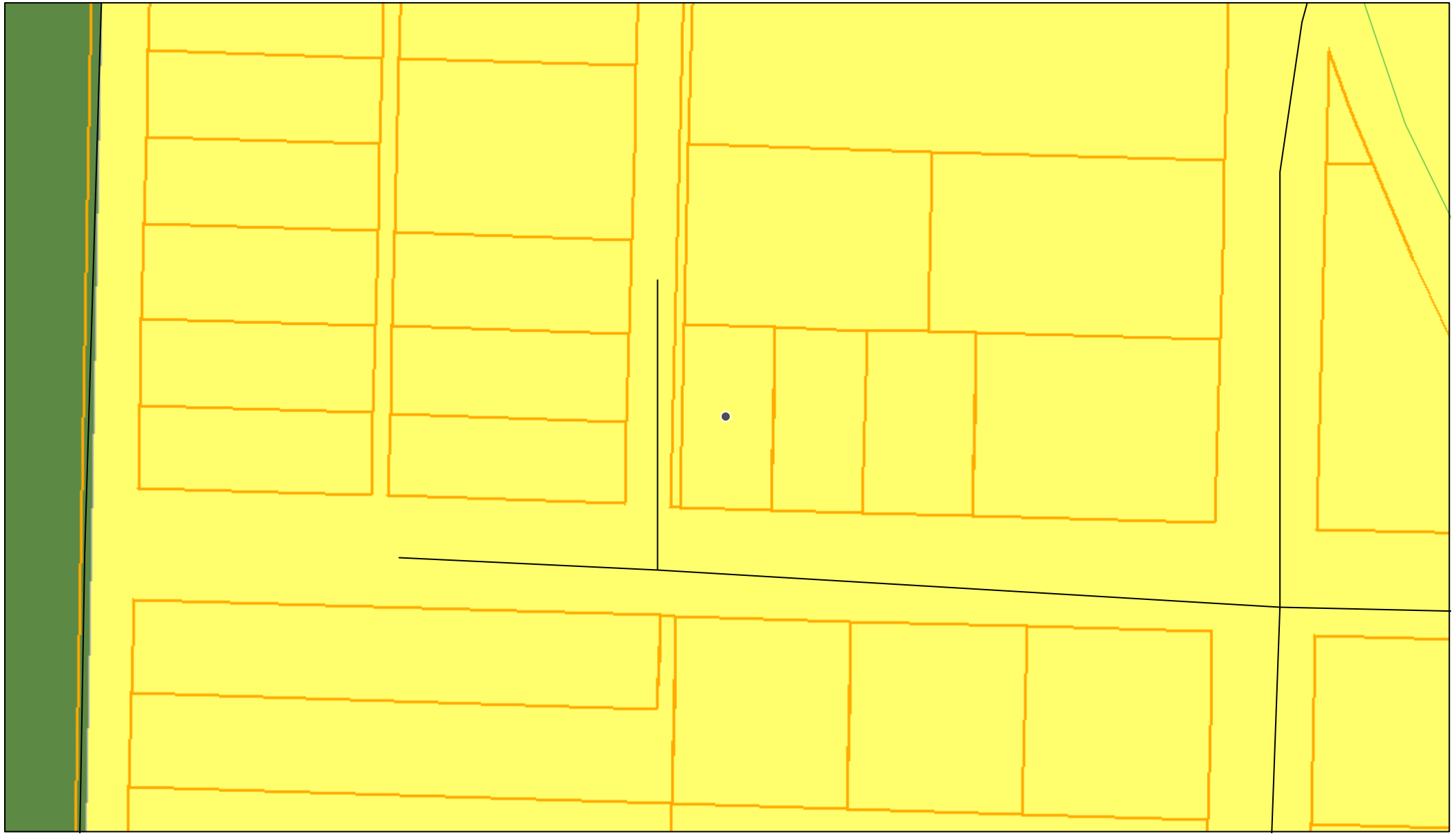
9300 E 9th St S



8/29/2024, 5:25:02 PM

1:1,128

0 0.0075 0.015 0.03 mi

0 0.015 0.03 0.06 km

Streets

Collector

Local

Parcels

Proposed Land Use (Comp Plan)

Residential Neighborhoods

Parks

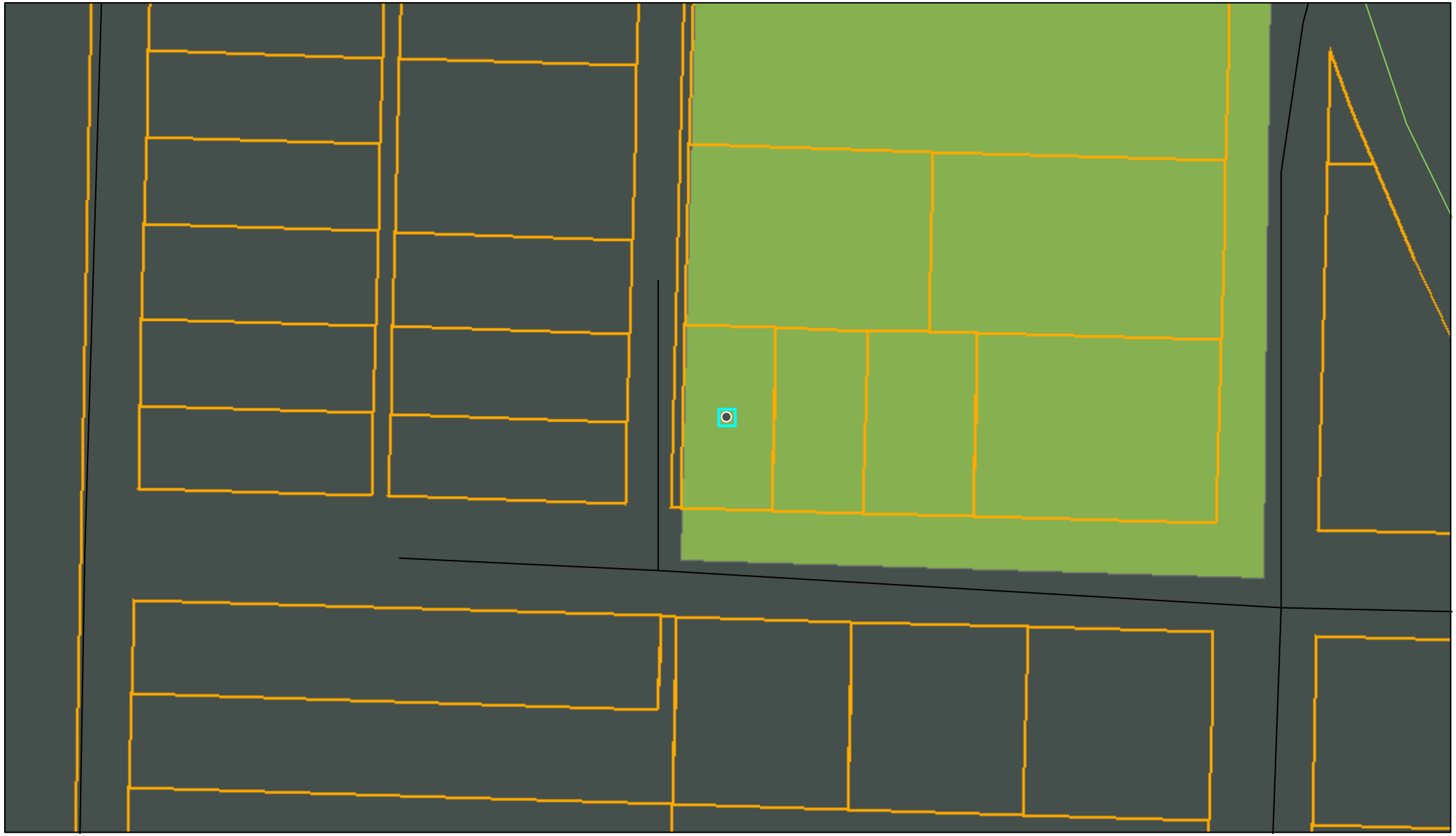
City Limits

icrosoft, Esri, TomTom, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, EPA, NPS, US Census Bureau, USDA, USFWS | Nearmap | Comm Dev | FEMA | City of Independence Water Pollution Control in conjunction with the Technology Services GIS Department | Bill Reynolds | Bill Reynolds

City of Independence

Mike Winkler

9300 E 9th St S



8/29/2024, 5:23:58 PM

Streets

Collector

Local

Parcels

Zoning District

R-12

R-30/PUD

City Limits

1:1,128

0 0.0075 0.015 0.03 mi

0 0.015 0.03 0.06 km

icrosoft, Esri, TomTom, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, EPA, NPS, US Census Bureau, USDA, USFWS | Nearmap | Comm Dev | FEMA | City of Independence Water Pollution Control in conjunction with the Technology Services GIS Department | Bill Reynolds | Bill Reynolds
City of Independence
Mike Winkler

INDEPENDENCE
MISSOURI
A GREAT AMERICAN STORY

Planning Commission Minutes

September 10, 2024 6:00 PM

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

CALL TO ORDER

A meeting of the Planning Commission was held at 6:00 PM on 9/10/2024, in the 111 E Maple Avenue City Council Chambers, Independence, MO 64050. The meeting was called to order.

ROLL CALL

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

Commissioner Nesbitt apologized for his actions at the August 27th Planning Commission meeting. He said he understands some of his comments may have been considered offensive and that was not his intention.

CASE TO BE CONTINUED - STAFF RECOMMENDS THESE CASES BE CONTINUED TO THE OCTOBER 15, 2024 MEETING.

1. **Case 24-100-18 – Rezoning – 12880 E. Kentucky Road –** A request by Jim Gamble to rezone the property from I-1 (Industrial) to C-3 (Service Commercial).

Motion

Commissioner Eric Ashbaugh made a motion to continue the case to October 15, 2024. Commissioner Edward Nesbitt seconded the motion. The motion was approved Yes 7, No 0, Abstained 0.

2. **Case 24-125-05 – Rezoning/PUD – 19300 E. 37th Terrace –** A request by JC Weston Construction to rezone the property from C-2 (General Commercial) to R-30/PUD (High Density Residential/Planned Unit Development) and approving a preliminary development plan.

Motion
Commissioner Eric Ashbaugh made a motion to continue the case to October 15, 2024. Commissioner Edward Nesbitt seconded the motion. The motion was approved Yes 7, No 0, Abstained 0.

PUBLIC HEARINGS

1. **Continued Case 24-100-12 – Rezoning – 21101 E. 78 Hwy** - A request by Carajoto, LLC to rezone the property from R-6 (Single Family Residential) to I-1 (Industrial).

Staff Presentation
Brian Harker presented the case and noted this case would be presented with case 24-150-01. 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
George Kapke, 15800 E 27th Street, and Anthony Privitera, 9900 W 159th Street, Overland Park, KS, both stated they were available for any questions.

Public Comments
No public comments.

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

2. **Continued Case 24-150-01 – Comprehensive Plan Amendment – 21101 E. 78 Hwy –** A request by Anthony Privitera to amend the Future Land Use Plan map for 21101 E. 78 Hwy.

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

3. **Case 24-100-20 – Rezoning – 9300 E. 9th Street S –** A request by Janet Thrasher to rezone the property from R-30/PUD (High Density Residential/Planned Unit Development) to R-6 (Single Family Residential).

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

Public Comments
No public comments.

Commissioner Comments
In response to Commissioner Ashbaugh's question, Mr. Harker stated the city will continue to

bring forward city-initiated cases to correct zoning in residential neighborhoods.

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

4. **Case 24-100-22 – Rezoning – 1235 & 1239 W. South St –** A request by Brandon Fryer to rezone the properties from I-1 (Industrial) to R-6 (Single Family Residential).

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

Applicant Comments
Brandon Fryer, 6601 Harvard Ave, Raytown, stated he'd like it down-zoned so they can get an FHA loan on the property. He stated they cannot get the loan with it zoned as Industrial.

In response to Commissioner Ashbaugh's question, he stated he doesn't have plans to replat the property at this time.

Public Comments
No public comments.

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

5. **Case 24-100-23 – Rezoning – 11301 & 11303 E. Truman Road & 11300 E. Aaron Lane** - A request by Brandon Fryer to rezone the properties from I-1 (Industrial) to C-2 (General Commercial).

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

In response to Chairwoman Wiley's question, Mr. Glaser stated he doesn't believe the structure is historic.

Applicant Comments
Brandon Fryer, 6601 Harvard, Raytown, stated he's available for any questions. In response to Commissioner Nesbitt's question, Mr. Fryer stated he's hoping to clean up the property and make it usable.

Public Comments
No public comments.

Motion

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

6. **Case 24-100-19 – Rezoning – Jackson Drive & R.D. Mize Road –** A request by Jim Pollard to rezone the property from C-2 (General Commercial) and R-6 (Single Family Residential) to C-2 (General Commercial) and R-12 (Two-Family Residential).

Staff Presentation

Brian Harker presented the case and noted it would be presented with Case 24-310-05. Mr. Harker presented the Commission with a vicinity map, noting the area and surrounding zoning. He presented the Commission with an aerial map indicating the project area and explained the surrounding land uses. Mr. Harker reviewed the conditions of approval for the preliminary plat.

In response to Commissioner Ashbaugh's question, Mr. Harker explained the difference between what is typically called a townhouse versus a duplex. Mr. Harker stated these would be duplexes. He explained that some of the drawings are drafts and final plans will still have to come forward for approval.

In response to Commissioner Nesbitt's question, Mr. Harker stated the conditions are items that staff would like to review before the final plans are developed. Commissioner Nesbitt stated he would like to see better renderings and more finalized plans before this case is heard.

Applicant Comments

Jim Pollard, 3030 S Crenshaw, stated he has a similar project on Powell Road that has 20 units already completed. He said he would like to see the rezoning approved before additional funds are spent on producing a more detailed preliminary plat. Mr. Pollard said he may need to obtain a variance for the driveways.

Commissioner Ashbaugh stated it appears these are pretty tight quarters for this many units. In response to Commissioner Ashbaugh's question, Mr. Pollard said the engineer is available to speak and he does believe they have enough space for that number of units.

Kevin Sterrett, 1411 NE Todd George, Lee's Summit, stated they have a lot of detail on these preliminary plats and have labeled all the berms. He said they've gone back several times with Mr. Harker and have attempted to address all of his concerns. Mr. Sterrett said all the units will fit and the line of sight will be met as the City has required.

In response to Chairwoman's Wiley's question, Mr. Pollard stated he likes to go above and beyond the City Code and stated he does not like residents to park on the street. He said he plans to exceed the parking requirement and will abide by the other conditions outlined by staff. Mr. Harker clarified that the berms are on individual lots, not on common lots, so the city would like assurance that those berms will not be removed.

In response to Commissioner O'Neill's question, Mr. Pollard stated the C-2 zoning is existing and there is a stream buffer around that part of the property.

In response to Commissioner Nesbitt's question, Mr. Pollard stated some of the lots would like a variance for the parking. Mr. Arroyo said the development will have to meet the 1.4 parking requirement and 40% of the front yard will have to be green space. He noted preliminary plats typically have conditions and if there are substantial changes, they would have to come back to the Planning Commission before being considered for a final plat.

In response to Chairwoman Wiley's question, Mr. Pollard stated the project would still be viable even if they had to downsize the number of units.

Public Comments
No public comments.

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

OTHER BUSINESS

1. **Case 24-310-05 – Jackson Drive and RD Mize Road – Jackson Place Preliminary Plat –** A request by James Pollard for a Preliminary Plat called Jackson Place located at Jackson Drive and RD Mize Road

Commissioner Comments
In response to Commissioner Ashbaugh's question, Mr. Harker stated anyone looking to develop this property would have to come forward with a preliminary plat. Mr. Arroyo stated if the preliminary plat is approved, they would start the engineering design. If the case meets the conditions and requirements, the Planning Commission will see the final plat. If it was substantially different, the Planning Commission would see a new preliminary plat. Mr. Arroyo said if the approval is postponed, they would have to start the engineering process early, to get those details.

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

2. **Case 24-400-20 – Short-Term Rental – 3912 Circle Drive –** A request by Adam Austin to operate a Short-Term Rental.

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

Applicant Comments
Adam Austin, 622 SW Lemans Ln, Lee's Summit, stated he has removed the pavers and put in asphalt.

In response to Commissioner Nesbitt's question, Mr. Austin described where he had asphalt put in at the house. Mr. Austin said one of the smaller bedrooms upstairs will not be used as a bedroom. Mr. Glaser said staff will go inspect the new asphalt and will determine if any permits are required.

In response to Commissioner Ashbaugh's question, Mr. Arroyo stated he may have to dig out the sides for the city to inspect and determine its depth. If it's not up to code, he will have to bring it up to City Code.

In response to Mr. Austin's question, Mr. Glaser stated if someone is living at the home, the other rooms could not be rented out individually.

Public Comments

Jesse Stamps, 11205 E 40th St, stated she has a young daughter and is concerned about their safety. Ms. Stamps said she's in opposition due to the possible traffic and parties that could be held at the home.

Chasity Valaquez, 3904 Circle Drive, stated she is also concerned about her safety. She said owners don't typically care about the appearance, noise or what type of tenants they rent to. In response to Commissioner Nesbitt's question, Ms. Valaquez has seen an improvement to the driveway.

Mr. Austin stated they've spent about $50,000 on improving the property, and he would not want tenants to cause an issue with the neighbors or to leave the property damaged. Mr. Austin said they will use Airbnb and VRBO. He noted they will also screen them and not take automatic bookings.

In response to Commissioner Young's question, Mr. Austin said he will not rent to local people becuase they are typically looking for a place to have a party.

Commissioner Comments

In response to Chairwoman Wiley's question, Mr. Arroyo said if a Short-Term Rental gets complaints, the City would hold a revocation hearing at the Planning Commission.

Commissioner Nesbitt asked if a condition could be added requiring a sign that no street parking is allowed. Assistant City Counselor Langford noted he cannot put up a sign, but could be required to add "no street parking" to his advertisement. The condition will be changed to state that two additional off-street parking spaces are required.

Motion

Commissioner Dan O'Neill made a motion to approve the case, with conditions as stated by staff and amended to require two additional off-street parking spaces. Commissioner Edward Nesbitt seconded the motion. The motion was approved Yes 7, No 0, Abstained 0.

ROUNDTABLE

Mr. Arroyo noted the September 24, 2024 meeting will be canceled.

ADJOURNMENT

The meeting was adjourned at 8:16 p.m.

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

24-102 **1R** An ordinance approving a rezoning from District I-1 (Industrial) to R-6 (Single Family Residential) for the properties at 1235 & 1239 W. South Ave. **1R**

Recommendations:

Commissioner Nesbitt made a motion to recommend approval of case 24-100-22, the rezoning of 1235 and 1239 W South St. A second to the motion was made by Commissioner Young. The Independence Planning Commission voted as follows:
Commissioner Ashbaugh – Yes
Commissioner Ferguson – Yes
Commissioner McClain – Yes
Commissioner Nesbitt – Yes
Commissioner O'Neill – Yes
Commissioner Torres – Yes
Commissioner 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:

PROPOSAL:

The applicant seeks to rezone the properties at 1235 W South Ave and 1239 W South Ave from I-1 (Industrial) to R-6 (Single-Family Residential). The applicant seeks this rezoning for future transfers of ownership. They wish to sell the property, in the future, as single-family property.

PROPERTY HISTORY:

These properties are both part of Lot 1 Block 9 of the South Side Addition No. 2 subdivision recorded in December of 1883. By the time it was platted, the South Side Addition No. 2 subdivision was already within Independence City limits--the area had been annexed into the City in 1851. Over time, portions of Lot 1 were sold as separate parcels defined by separate legal descriptions outlined in property deeds recorded as part of their ownership transfers.

A garage was constructed on the West 28' of Lot 1 (1003 S Crysler Ave). Real estate sales records indicate the garage was constructed in 1926, but Jackson County property records do not corroborate this. The garage on the West 28' of Lot 1 is currently leased out to a general automotive repair shop and is **not** a part of this application for a rezoning.

A residential house was constructed on the parcel directly abutting the garage at 1239 W South Ave. Real estate records indicate this house was constructed in 1954. Again, Jackson County records cannot corroborate this information.

Although the East 40’ of Lot 1 (1235 W South Ave) had been sold as a separate tax parcel, the parcel fell into a state of abeyance and was acquired by the Land Trust of Jackson County in 2002. Subsequently, in February of 2023, the applicant acquired this portion of Lot 1 from the Land Trust of Jackson County. All three tax parcels that make up this platted lot are under common ownership.

PHYSICAL CHARACTERISTICS OF PROPERTY:

The two subject properties have a combined street frontage in the amount of 110’. The rear property line on the South side follows a right-of-way dedicated to the Kansas City Southern Railway traveling generally Southeast. The combined area of the properties is 12,117 sq. ft. No separate detached house can be constructed at 1235 W South Ave. because these two parcels are a part of one single lot (Lot 1 Block 9), Additionally, there is not enough street frontage between these two parcels, 1239 and 1235 W South Ave, to create two separate lots. Staff recommends these two parcels be re-platted in to one lot to ensure the most viability for redevelopment.

CHARACTERISTICS OF THE AREA:

The property is located to the North of 23rd St on the East side of Crysler Ave. To the West, directly abutting the subject properties, is a garage engaged in general automotive repair. Across Crysler Ave is an industrial lot containing a licensed construction company and machine shop. To the Southwest, across Crysler Ave is the City of Independence Central Garage that services and stores City vehicles and equipment. To the South of the subject properties is the Kansas City Southern Railway running generally Southeast. East of the subject properties is a regional detention basin ~6.5 acres in size. To the North and East (beyond the detention basin) of the subject properties contains single-family residences of similar character to the subject properties. The area in which the subject properties lie varies greatly in zoning district and use.

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.”

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.

Historic and Archeological Sites:

There are no apparent historic or archeological sites located on these properties.

Public Utilities:

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

CIP Investments:

Currently there are no CIP investments along US 24 Highway; however, MoDOT has planned improvements envisioned.

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 Established 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 not located within any subarea plan area.
3. The compatibility of the proposed zoning with the zoning and use of the nearby property, including any overlay zoning.
Properties to the North and East are zoned R-12 but primarily contain single-family residences. Although to the West and South are predominantly commercial/industrial uses, rezoning this property to R-6 would be compatible with the neighboring residential properties.
4. The compatibility of the proposed zoning and allowed uses with the character of the neighborhood.
Although the properties are in an area with varied zoning districts, the subject properties contain an existing single-family residence. The proposed rezoning would match the character of the neighborhood.
5. The suitability of the subject property for the uses to which it has been restricted under the existing zoning regulations.
With the current zoning in place, the existing single-family home is nonconforming. By rezoning the property to R-6, the property will conform with the permitted uses of the city's UDO and the owner will be able to sell it without any issues.
6. The length of time the subject property has remained vacant as zoned.
As of February 2024 utilities were disconnected to the house at 1239 W South Ave. This would indicate that the property has been vacant since at least that time. To staffs' knowledge this house is not currently occupied.
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 consistent with surrounding properties.
8. The gain, if any, to the public health, safety, and welfare due to denial of the application, as compared to the hardship imposed upon the landowner, if any, because of denial of the application.
Denial of this zoning will inhibit the ability of the applicant to sell the property as they intend.

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

Emergency Justification:

Fiscal Impact:

Council Action:

Department / Contact Community Development /

REVIEWERS

Tom Scannell
Jeremy Cover
Zachary Walker
Susanne Holland

ATTACHMENTS:

1. Draft Ordinance 24-100-22
2. Staff Report 24-100-22
3. Narrative
4. Application
5. Notification Letter
6. Mailing List
7. Notification Area Map
8. Affidavit
9. Comp Plan Map
10. Zoning Map
11. Planning Commission Meeting Minutes 9-10-24

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE APPROVING A REZONING FROM DISTRICT I-1 (INDUSTRIAL) TO R-6 (SINGLE FAMILY RESIDENTIAL) FOR THE PROPERTIES AT 1235 & 1239 W. SOUTH AVE.

WHEREAS, an application submitted by Brandon Fryer requesting approval of a rezoning from District I-1 (Industrial) to R-6 (Single-Family Residential) for the properties at 1235 and 1239 W South Ave 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 September 10, 2024, and rendered a report to the City Council recommending the rezoning be approved by a vote of 7-0; and,

WHEREAS, in accordance with the Unified Development Ordinance, it was determined that the rezoning was consistent with the review criteria in Section 14-701-02; and,

WHEREAS, no legal protests were signed, acknowledged, and presented for the application; and,

WHEREAS, after due public notice in the manner prescribed by law, the City Council held a public hearing, and rendered a decision to approve the rezoning of the said property.

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

SECTION 1. That the following legally described property is hereby rezoned from District I-1 (Industrial) to District R-6 (Single-Family Residential) and shall be subject to the regulations of said district:

SOUTH SIDE ADD 2---E 70' OF W 98' LOT 1 BLK 9 & TH PT VAC RAILROAD AVE S OF & ADJ

and

SOUTH SIDE ADD 2---E 40' OF W 138' LOT 1 BLK 9 & TH PT VAC RAILROAD AVE LY S OF & ADJ

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

INDEPENDENCE
★ COMMUNITY DEVELOPMENT ★

Planning Commission
Staff Report

MEETING DATE: September 10, 2024 **STAFF:** Gabe Glaser, Planner

PROJECT NAME: Brandon Fryer Rezoning South Ave

CASE NUMBER/REQUEST: **Case 24-100-22 – Rezoning – 1235 & 1239 W. South St –** A request by Brandon Fryer to rezone the properties from I-1 (Industrial) to R-6 (Single Family Residential).

APPLICANTS/OWNERS: Brandon Fryer

PROPERTY ADDRESSES: 1239 W South Ave, Independence, Mo 64050

1235 W South Ave, Independence, Mo 64050

APPLICANTS/OWNER'S ADDRESS: 6601 Harvard Ave, Raytown, Mo 64133

SURROUNDING ZONING/LAND USE:

North: C-1 (Neighborhood Commercial) / Small Box Discount Store

South: I-1 (Industrial) / Railroad

East: I-1(Industrial) / City of Independence Stormwater Detention Basin

West: I-1 (Industrial) / General Auto Repair

PUBLIC NOTICE

- Letters to property owners within 185 feet – August 23, 2024
- Public Notice published in the Independence Examiner – August 24, 2024
- Sign posted on property – August 23, 2024

FURTHER ACTION:

Following action by the Planning Commission, this rezoning request is scheduled for first reading by the City Council on October 7, 2024, and the public hearing/second reading on October 21, 2024.

RECOMMENDATION

Staff recommends **APPROVAL** of this rezoning request.

PROJECT DESCRIPTION & BACKGROUND INFORMATION

PROJECT DESCRIPTION: A request by the property owner, Brandon Fryer, to rezone the subject properties from I-1 (Industrial) to R-6 (Single-Family Residential).

Current Zoning: I-1 (Industrial)

Proposed Zoning: R-6 (Single Family Residential

Prior to 2009: M-1 (Industrial)

Prior to 1980: M-1 (Light Manufacturing)

Current Use: Single-Family Residence

Former Use: Single-Family Residence

Proposed Use: Single-Family Residence

Size of Combined Lots: 12,117 Sq. Ft.

Building Square Footage: 1,920 Sq. Ft.

PROPOSAL:

The applicant seeks to rezone the properties at 1235 W South Ave and 1239 W South Ave from I-1 (Industrial) to R-6 (Single-Family Residential). The applicant seeks this rezoning for future transfers of ownership. They wish to sell the property, in the future, as single-family property.

PROPERTY HISTORY:

These properties are both part of Lot 1 Block 9 of the South Side Addition No. 2 subdivision recorded in December of 1883. By the time it was platted, the South Side Addition No. 2 subdivision was already within Independence City limits--the area had been annexed into the City in 1851. Over time, portions of Lot 1 were sold as separate parcels defined by separate legal descriptions outlined in property deeds recorded as part of their ownership transfers.

A garage was constructed on the West 28' of Lot 1 (1003 S Crysler Ave). Real estate sales records indicate the garage was constructed in 1926, but Jackson County property records do not corroborate this. The garage on the West 28' of Lot 1 is currently leased out to a general automotive repair shop and is **not** a part of this application for a rezoning.

A residential house was constructed on the parcel directly abutting the garage at 1239 W South Ave. Real estate records indicate this house was constructed in 1954. Again, Jackson County records cannot corroborate this information.

Although the East 40' of Lot 1 (1235 W South Ave) had been sold as a separate tax parcel, the parcel fell into a state of abeyance and was acquired by the Land Trust of Jackson County in 2002. Subsequently, in February of 2023, the applicant acquired this portion of Lot 1 from the Land Trust of Jackson County. All three tax parcels that make up this platted lot are under common ownership.

PHYSICAL CHARACTERISTICS OF THE PROPERTY:

The two subject properties have a combined street frontage in the amount of 110'. The rear property line on the South side follows a right-of-way dedicated to the Kansas City Southern Railway traveling generally Southeast. The combined area of the properties is 12,117 sq. ft.

No separate detached house can be constructed at 1235 W South Ave. because these two parcels are a part of one single lot (Lot 1 Block 9), Additionally, there is not enough street frontage between these two parcels, 1239 and 1235 W South Ave, to create two separate lots. Staff recommends these two parcels be re-platted in to one lot to ensure the most viability for redevelopment.

CHARACTERISTICS OF THE AREA:

The property is located to the North of 23rd St on the East side of Crysler Ave. To the West, directly abutting the subject properties, is a garage engaged in general automotive repair. Across Crysler Ave is an industrial lot containing a licensed construction company and machine shop. To the Southwest, across Crysler Ave is the City of Independence Central Garage that services and stores City vehicles and equipment. To the South of the subject properties is the Kansas City Southern Railway running generally Southeast. East of the subject properties is a regional detention basin ~6.5 acres in size. To the North and East (beyond the detention basin) of the subject properties contains single-family residences of similar character to the subject properties. The area in which the subject properties lie varies greatly in zoning district and use.

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."

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.

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 structure's design and nearby 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 in the general vicinity.

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 Established 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 not located within any subarea plan area.
3. **The compatibility of the proposed zoning with the zoning and use of the nearby property, including any overlay zoning.**
   Properties to the North and East are zoned R-12 but primarily contain single-family residences. Although to the West and South are predominantly commercial/industrial uses, rezoning this property to R-6 would be compatible with the neighboring residential properties.
4. **The compatibility of the proposed zoning and allowed uses with the character of the neighborhood.**

Although the properties are in an area with varied zoning districts, the subject properties contain an existing single-family residence. The proposed rezoning would match the character of the neighborhood

5. **The suitability of the subject property for the uses to which it has been restricted under the existing zoning regulations.**
   With the current zoning in place, the existing single-family home is nonconforming. By rezoning the property to R-6, the property will conform with the permitted uses of the city's UDO and the owner will be able to sell it without any issues.

6. **The length of time the subject property has remained vacant as zoned.**
   As of February 2024 utilities were disconnected to the house at 1239 W South Ave. This would indicate that the property has been vacant since at least that time. To staffs' knowledge this house is not currently occupied.

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 consistent with surrounding properties.

8. **The gain, if any, to the public health, safety, and welfare due to denial of the application, as compared to the hardship imposed upon the landowner, if any, because of denial of the application.**
   Denial of this zoning will inhibit the ability of the applicant to sell the property as they intend.

9.

EXHIBITS:

1. Narrative
2. Application
3. Notification Letter
4. Mailing List
5. Notification Area Map
6. Affidavit
7. Notice Area Map
8. Comp Plan Map
9. Zoning Map

Cover Sheet

1239 W. South
Impg Mu 64052

On 1235 W. South St. the lot is empty and butts up to the city property zoned I-1

1239 is a single family home in A area zoned I-1 and the uses are limited. Looking to change to R-6 (Single family) to be able to refinance, rent, sell and rebuild if there was ever a fire or severe damage to the building

1239 W. South & 1235 W South

INDEPENDENCE
MISSOURI

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

South St. Properties
Project Name

1239 W. South St. Indep. Mo. 64052 & 1235 W. South St.
Project Address/Location

1239 W South St Indep Mo 64052 & 1235 W South St

Sq. Ft. of Building	Acreage	Number of Lots/Tracts	Steam Buffer (Yes or No)
Apx 1100	1239 (.16) 1235 (.12Ac)	1 Lot per Address	

Existing Zoning	Proposed Zoning	Existing Land Use	Proposed Land Use
I-1	R-6	Single Family Home	Single family Home

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

Brandon Fryer
Name (mail to) Company

16514 E Mechanic Ave
Address

816-838-5403 ICCcarbuyers llc @gmail.com
Phone Email

Architect/Engineer/Surveyor/Other: _____

Name Company

Address

Phone Email

Owner

Branden Fryer
Name (mail to) Company

16514 E Mechanic Ave Indep MO
Address

816-838-5403 ICCCARBuyers llc @gmail.com
Phone Email

Architect/Engineer/Surveyor/Other: _____

Name Company

Address

Phone Email

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

X _____ 7-25-24
Applicant's Signature Date

_____
Owner's Signature Date

Appendix B - Property Owner Notification Letter

City of Independence, Missouri

Date: 8-20-2024 Case No. 24-100-22

Dear Property Owner:
This letter is to notify you that an application has been submitted for consideration by the Planning Commission and City Council. A full public hearing will be held by the Planning Commission and the City Council will consider new information on the dates and times below.

Proposed Case Type (Check One):
☑ Rezoning ☐ Rezoning/PUD ☐ Special Use Permit
☐ Preliminary Development Plan

Proposed project description: Rezone property from I1 to Residential Zoning

Applicant: Brandon Fryer

Location of Property: 1239 W. South Ave Independence MO

Planning Commission Meeting Date: Sep 10th, 2024, at 6:00 p.m.

City Council Meeting Date: Oct. 21st, 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).

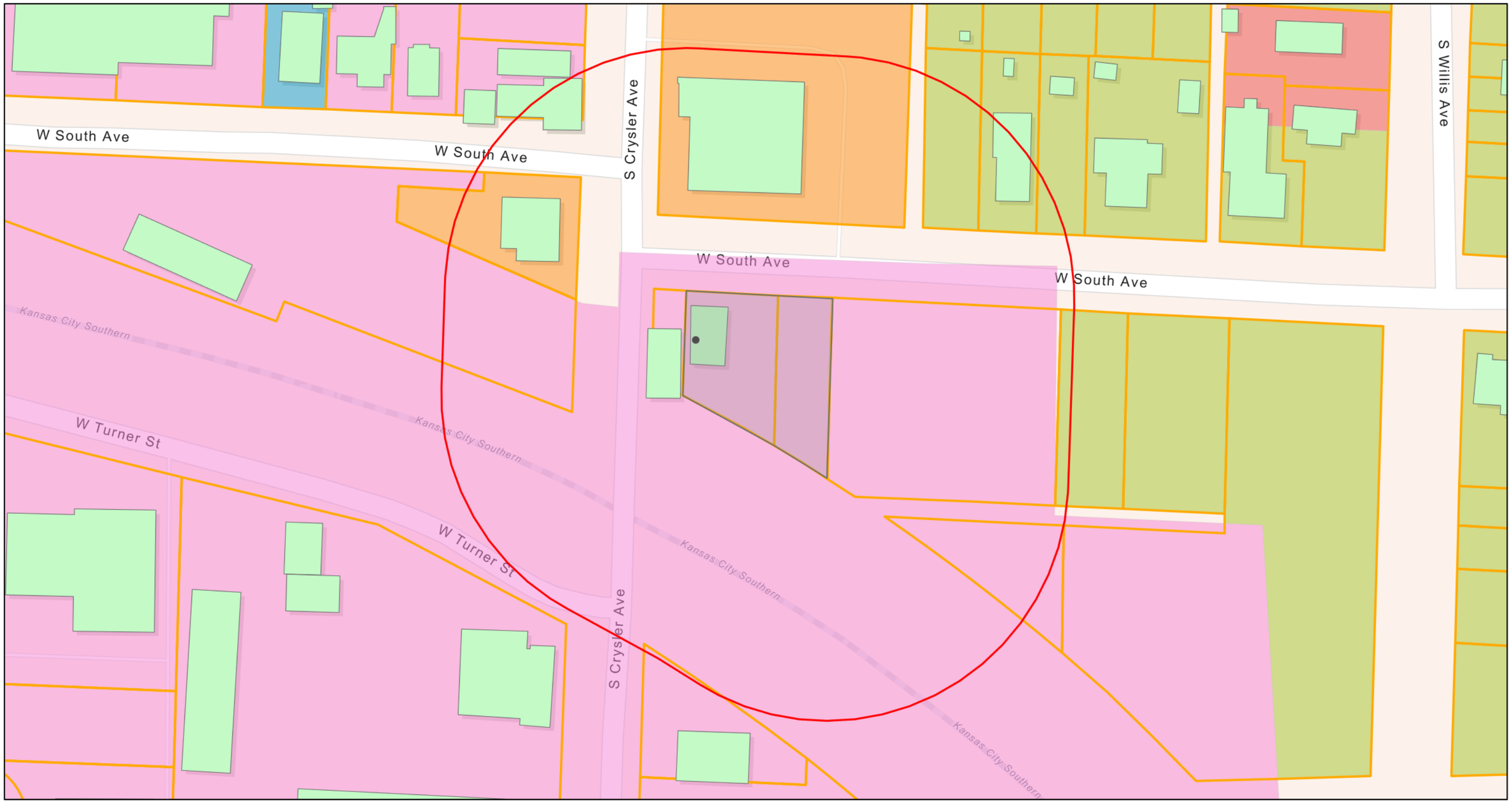
REZONINGS ONLY: You may file a protest petition with the Community Development Department. For more information or to get copies of a petition, please contact Planning staff at 816-325-7421.

Applicant (or Owner/Agent)

For more information, contact the Community Development Department at 816-325-7421.

Notification Area Address	Property Owner	Owner Address
1405 W SOUTH AVE	RISING REALTY LLC	1206 NW BAYTREE DR GRAIN VALLEY, MO 64029
1224 W SOUTH AVE	ROBINSON CORTEZ	1224 W SOUTH AVE INDEPENDENCE, MO 64052
1000 S CRYSLER AVE	RISING REALTY LLC	1206 NW BAYTREE DR GRAIN VALLEY, MO 64029
NO ADDRESS ASSIGNED BY CITY	CITY OF INDEPENDENCE	111 E MAPLE AVE INDEPENDENCE, MO 64050
1233 W SOUTH AVE	CITY OF INDEPENDENCE	111 E MAPLE AVE INDEPENDENCE, MO 64050
1029 S CRYSLER AVE	CRYSLER LLC	1029 S CRYSLER AVE INDEPENDENCE, MO 64050
1003 S CRYSLER AVE	NATIONS KENNETH E & SHERRY K	1239 W SOUTH AVE INDEPENDENCE, MO 64050
1239 W SOUTH AVE	FRYER BRANDON J	6601 HARVARD AVE KANSAS CITY, MO 64133
1220 W SOUTH AVE	HORN MARVIN D & FINLEY DANIELLE	1223 W SEA AVE INDEPENDENCE, MO 64052
1226 W SOUTH AVE	APPEL LORETTA S-TRUSTEE	17211 BENNER PL ENCINO, CA 91316
1235 W SOUTH AVE	FRYER BRANDON J	6601 HARVARD AVE RAYTOWN, MO 64133
909 S CRYSLER AVE	APPEL LORETTA S-TRUSTEE	17211 BENNER PL ENCINO, CA 91316
914 S CRYSLER AVE	ADAMS ROBERT MCKINLEY	9386 MOUNT TABOR ODESSA, MO 64076
1221 W SOUTH AVE	CITY OF INDEPENDENCE	111 E MAPLE AVE INDEPENDENCE, MO 64050

Notification Area - 24-100-22 - Rezoning - 1239 W South Ave



8/15/2024, 10:32:21 AM

1:1,128

Building Footprints

Parcels

Zoning

General Commercial

Residential, Single Family

Residential, Two-Family

Neighborhood/Light Commercial

Industrial

City Limits

0 0.01 0.02 0.04 mi

0 0.01 0.03 0.06 km

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ArcGIS Web AppBuilder

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

Appendix C - Property Owner Notification Affidavit

STATE OF MISSOURI

COUNTY OF JACKSON

Case No. 24-100-22

I, Brandon Fryer, 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 23rd day of August, 2024.

Signature of Agent, Owner or Attorney

Subscribed and sworn to before me this 23 day of August, 2024.

Notary Public

DELANEY PETERS
Notary Public - Notary Seal
State of Missouri
Commissioned for Jackson County
My Commission Expires: March 06, 2028
Commission Number: 24013103

3/6/28

Commission Expiration Date

About | Content | Legend

Legend

- Recreation
- Resource
- Service
- Subsurface
- Unknown

Address(Labels)

Address

Parcels

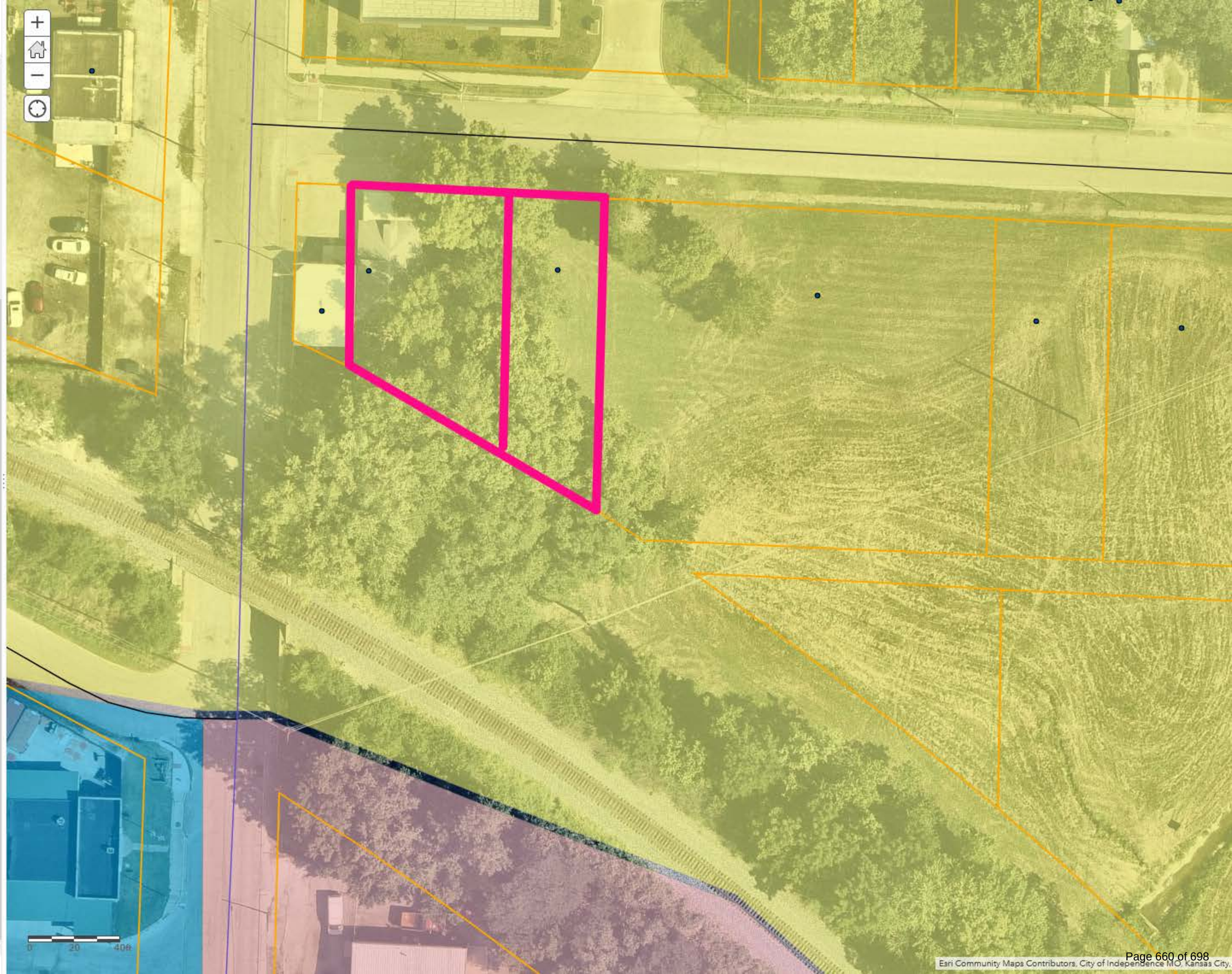
Proposed Land Use (Comp Plan)

- Residential Neighborhoods
- Residential Urban Neighborhoods
- Mixed Use
- Neighborhood Commercial
- Community Commercial
- Regional Commercial
- Office
- Business Park
- Industrial
- Civic / Public
- Community Attractions & Tourism
- Parks
- Agricultural
- Invalid Rule

Square Business District

City Limits

Trust Center | Contact Esri | Report Abuse



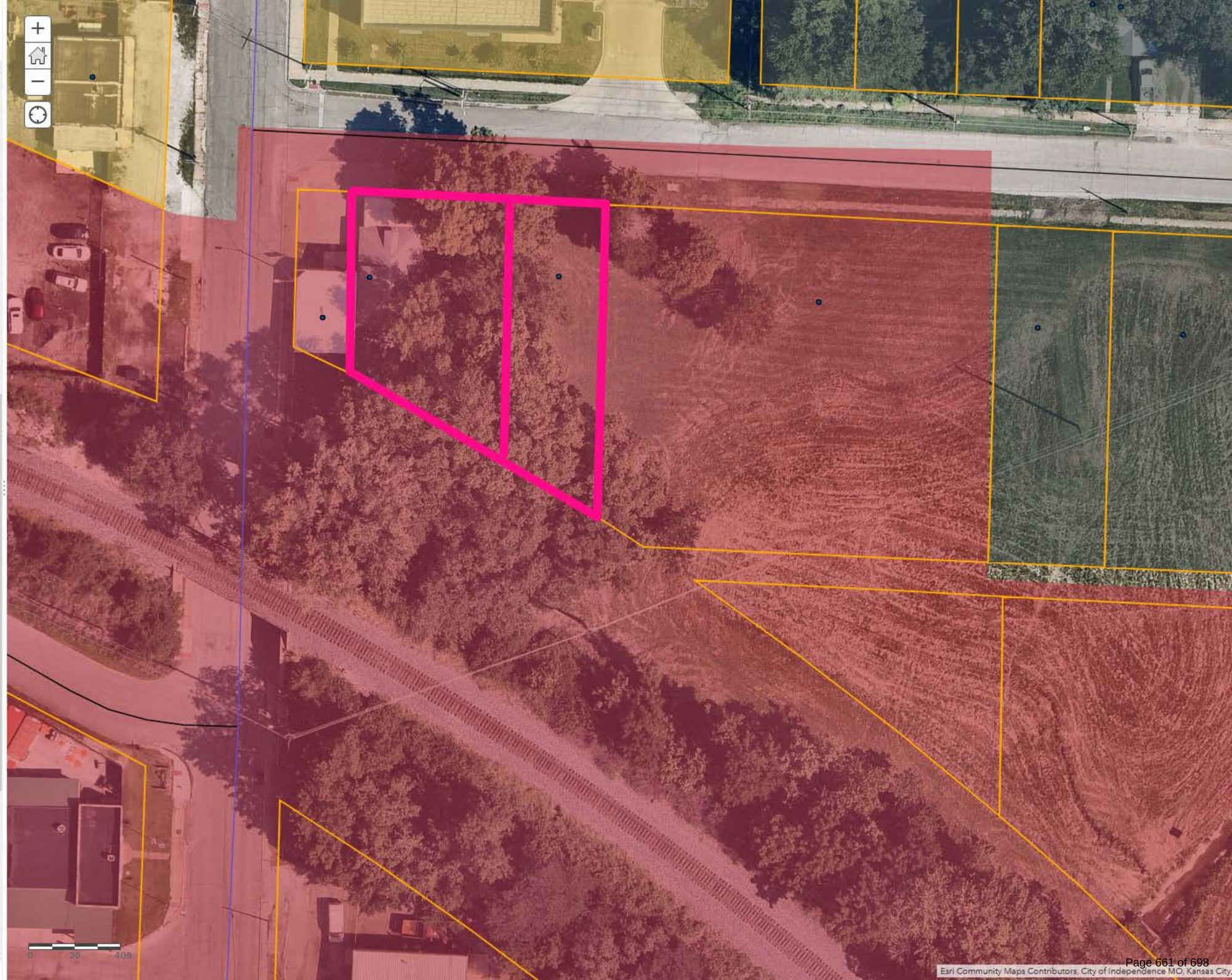
Esri Community Maps Contributors, City of Independence MO, Kansas City,

About Content Legend

Legend

- ARTS
- BP
- BP/PUD
- C-1
- C-2
- C-2/HL
- C-2/I-1/U
- C-2/PUD
- C-2/SUP
- C-3
- C-3/SUP
- DFD
- I-1
- I-1/HL
- I-1/SUP
- 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
- 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

Trust Center Contact Esri Report Abuse



Esri Community Maps Contributors, City of Independence MO, Kansas City,

INDEPENDENCE
MISSOURI
A GREAT AMERICAN STORY

Planning Commission Minutes

September 10, 2024 6:00 PM

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

CALL TO ORDER

A meeting of the Planning Commission was held at 6:00 PM on 9/10/2024, in the 111 E Maple Avenue City Council Chambers, Independence, MO 64050. The meeting was called to order.

ROLL CALL

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

Commissioner Nesbitt apologized for his actions at the August 27th Planning Commission meeting. He said he understands some of his comments may have been considered offensive and that was not his intention.

CASE TO BE CONTINUED - STAFF RECOMMENDS THESE CASES BE CONTINUED TO THE OCTOBER 15, 2024 MEETING.

1. **Case 24-100-18 – Rezoning – 12880 E. Kentucky Road –** A request by Jim Gamble to rezone the property from I-1 (Industrial) to C-3 (Service Commercial).

Motion

Commissioner Eric Ashbaugh made a motion to continue the case to October 15, 2024. Commissioner Edward Nesbitt seconded the motion. The motion was approved Yes 7, No 0, Abstained 0.

2. **Case 24-125-05 – Rezoning/PUD – 19300 E. 37th Terrace –** A request by JC Weston Construction to rezone the property from C-2 (General Commercial) to R-30/PUD (High Density Residential/Planned Unit Development) and approving a preliminary development plan.

Motion
Commissioner Eric Ashbaugh made a motion to continue the case to October 15, 2024. Commissioner Edward Nesbitt seconded the motion. The motion was approved Yes 7, No 0, Abstained 0.

PUBLIC HEARINGS

1. **Continued Case 24-100-12 – Rezoning – 21101 E. 78 Hwy** - A request by Carajoto, LLC to rezone the property from R-6 (Single Family Residential) to I-1 (Industrial).

Staff Presentation
Brian Harker presented the case and noted this case would be presented with case 24-150-01. 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
George Kapke, 15800 E 27th Street, and Anthony Privitera, 9900 W 159th Street, Overland Park, KS, both stated they were available for any questions.

Public Comments
No public comments.

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

2. **Continued Case 24-150-01 – Comprehensive Plan Amendment – 21101 E. 78 Hwy –** A request by Anthony Privitera to amend the Future Land Use Plan map for 21101 E. 78 Hwy.

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

3. **Case 24-100-20 – Rezoning – 9300 E. 9th Street S –** A request by Janet Thrasher to rezone the property from R-30/PUD (High Density Residential/Planned Unit Development) to R-6 (Single Family Residential).

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

Public Comments
No public comments.

Commissioner Comments
In response to Commissioner Ashbaugh's question, Mr. Harker stated the city will continue to

bring forward city-initiated cases to correct zoning in residential neighborhoods.

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

4. **Case 24-100-22 – Rezoning – 1235 & 1239 W. South St –** A request by Brandon Fryer to rezone the properties from I-1 (Industrial) to R-6 (Single Family Residential).

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

Applicant Comments
Brandon Fryer, 6601 Harvard Ave, Raytown, stated he'd like it down-zoned so they can get an FHA loan on the property. He stated they cannot get the loan with it zoned as Industrial.

In response to Commissioner Ashbaugh's question, he stated he doesn't have plans to replat the property at this time.

Public Comments
No public comments.

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

5. **Case 24-100-23 – Rezoning – 11301 & 11303 E. Truman Road & 11300 E. Aaron Lane** - A request by Brandon Fryer to rezone the properties from I-1 (Industrial) to C-2 (General Commercial).

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

In response to Chairwoman Wiley's question, Mr. Glaser stated he doesn't believe the structure is historic.

Applicant Comments
Brandon Fryer, 6601 Harvard, Raytown, stated he's available for any questions. In response to Commissioner Nesbitt's question, Mr. Fryer stated he's hoping to clean up the property and make it usable.

Public Comments
No public comments.

Motion

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

6. **Case 24-100-19 – Rezoning – Jackson Drive & R.D. Mize Road –** A request by Jim Pollard to rezone the property from C-2 (General Commercial) and R-6 (Single Family Residential) to C-2 (General Commercial) and R-12 (Two-Family Residential).

Staff Presentation

Brian Harker presented the case and noted it would be presented with Case 24-310-05. Mr. Harker presented the Commission with a vicinity map, noting the area and surrounding zoning. He presented the Commission with an aerial map indicating the project area and explained the surrounding land uses. Mr. Harker reviewed the conditions of approval for the preliminary plat.

In response to Commissioner Ashbaugh's question, Mr. Harker explained the difference between what is typically called a townhouse versus a duplex. Mr. Harker stated these would be duplexes. He explained that some of the drawings are drafts and final plans will still have to come forward for approval.

In response to Commissioner Nesbitt's question, Mr. Harker stated the conditions are items that staff would like to review before the final plans are developed. Commissioner Nesbitt stated he would like to see better renderings and more finalized plans before this case is heard.

Applicant Comments

Jim Pollard, 3030 S Crenshaw, stated he has a similar project on Powell Road that has 20 units already completed. He said he would like to see the rezoning approved before additional funds are spent on producing a more detailed preliminary plat. Mr. Pollard said he may need to obtain a variance for the driveways.

Commissioner Ashbaugh stated it appears these are pretty tight quarters for this many units. In response to Commissioner Ashbaugh's question, Mr. Pollard said the engineer is available to speak and he does believe they have enough space for that number of units.

Kevin Sterrett, 1411 NE Todd George, Lee's Summit, stated they have a lot of detail on these preliminary plats and have labeled all the berms. He said they've gone back several times with Mr. Harker and have attempted to address all of his concerns. Mr. Sterrett said all the units will fit and the line of sight will be met as the City has required.

In response to Chairwoman's Wiley's question, Mr. Pollard stated he likes to go above and beyond the City Code and stated he does not like residents to park on the street. He said he plans to exceed the parking requirement and will abide by the other conditions outlined by staff. Mr. Harker clarified that the berms are on individual lots, not on common lots, so the city would like assurance that those berms will not be removed.

In response to Commissioner O'Neill's question, Mr. Pollard stated the C-2 zoning is existing and there is a stream buffer around that part of the property.

In response to Commissioner Nesbitt's question, Mr. Pollard stated some of the lots would like a variance for the parking. Mr. Arroyo said the development will have to meet the 1.4 parking requirement and 40% of the front yard will have to be green space. He noted preliminary plats typically have conditions and if there are substantial changes, they would have to come back to the Planning Commission before being considered for a final plat.

In response to Chairwoman Wiley's question, Mr. Pollard stated the project would still be viable even if they had to downsize the number of units.

Public Comments
No public comments.

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

OTHER BUSINESS

1. **Case 24-310-05 – Jackson Drive and RD Mize Road – Jackson Place Preliminary Plat –** A request by James Pollard for a Preliminary Plat called Jackson Place located at Jackson Drive and RD Mize Road

Commissioner Comments
In response to Commissioner Ashbaugh's question, Mr. Harker stated anyone looking to develop this property would have to come forward with a preliminary plat. Mr. Arroyo stated if the preliminary plat is approved, they would start the engineering design. If the case meets the conditions and requirements, the Planning Commission will see the final plat. If it was substantially different, the Planning Commission would see a new preliminary plat. Mr. Arroyo said if the approval is postponed, they would have to start the engineering process early, to get those details.

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

2. **Case 24-400-20 – Short-Term Rental – 3912 Circle Drive –** A request by Adam Austin to operate a Short-Term Rental.

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

Applicant Comments
Adam Austin, 622 SW Lemans Ln, Lee's Summit, stated he has removed the pavers and put in asphalt.

In response to Commissioner Nesbitt's question, Mr. Austin described where he had asphalt put in at the house. Mr. Austin said one of the smaller bedrooms upstairs will not be used as a bedroom. Mr. Glaser said staff will go inspect the new asphalt and will determine if any permits are required.

In response to Commissioner Ashbaugh's question, Mr. Arroyo stated he may have to dig out the sides for the city to inspect and determine its depth. If it's not up to code, he will have to bring it up to City Code.

In response to Mr. Austin's question, Mr. Glaser stated if someone is living at the home, the other rooms could not be rented out individually.

Public Comments

Jesse Stamps, 11205 E 40th St, stated she has a young daughter and is concerned about their safety. Ms. Stamps said she's in opposition due to the possible traffic and parties that could be held at the home.

Chasity Valaquez, 3904 Circle Drive, stated she is also concerned about her safety. She said owners don't typically care about the appearance, noise or what type of tenants they rent to. In response to Commissioner Nesbitt's question, Ms. Valaquez has seen an improvement to the driveway.

Mr. Austin stated they've spent about $50,000 on improving the property, and he would not want tenants to cause an issue with the neighbors or to leave the property damaged. Mr. Austin said they will use Airbnb and VRBO. He noted they will also screen them and not take automatic bookings.

In response to Commissioner Young's question, Mr. Austin said he will not rent to local people becuase they are typically looking for a place to have a party.

Commissioner Comments

In response to Chairwoman Wiley's question, Mr. Arroyo said if a Short-Term Rental gets complaints, the City would hold a revocation hearing at the Planning Commission.

Commissioner Nesbitt asked if a condition could be added requiring a sign that no street parking is allowed. Assistant City Counselor Langford noted he cannot put up a sign, but could be required to add "no street parking" to his advertisement. The condition will be changed to state that two additional off-street parking spaces are required.

Motion

Commissioner Dan O'Neill made a motion to approve the case, with conditions as stated by staff and amended to require two additional off-street parking spaces. Commissioner Edward Nesbitt seconded the motion. The motion was approved Yes 7, No 0, Abstained 0.

ROUNDTABLE

Mr. Arroyo noted the September 24, 2024 meeting will be canceled.

ADJOURNMENT

The meeting was adjourned at 8:16 p.m.

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

24-103 **1R** An ordinance approving a rezoning from District I-1 (Industrial) to C-2 (General Commercial) for the properties at 11300 E. Aaron Ln and 11301 & 11303 E. Truman Rd. **1R**

Recommendations:

Commissioner Young made a motion to recommend approval of case 24-100-23, the rezoning of 11300 E Aaron Ln and 11301 and 11303 E Truman Rd. A second to the motion was made by Commissioner Torres. The Independence Planning Commission voted as follows:
Commissioner Ashbaugh – Yes
Commissioner Ferguson – Yes
Commissioner McClain – Yes
Commissioner Nesbitt – Yes
Commissioner O'Neill – Yes
Commissioner Torres – Yes
Commissioner 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:

PROPOSAL:

The applicant seeks to rezone the properties at 11303 & 11301 E Truman Rd and 11300 E Aaron Ln from I-1 (Industrial) to C-2 (General Commercial). The applicant seeks this rezoning to lease this property out to prospective tenants and for redevelopment opportunities. Lot and building standards for properties in an I-1 zoning district are more restrictive than properties in a C-2 district. The applicant seeks to "down zone" these properties in the hopes of making them more viable for prospective tenants/buyers and/or redevelopment.

PROPERTY HISTORY:

These properties are both part of Lot 1 Block 9 of the South Side Addition No. 2 subdivision recorded in December of 1883. By the time it was platted, the South Side Addition No. 2 subdivision These two properties are located on two separate lots—Lots 3 (11300 E Aaron Ln) and 2 (11303 E Truman Rd including address 11301 E Truman Rd)—part of the Pleasant View subdivision platted in 1927. Before then, this property was a part of a larger subdivision—Carpenter Estate—platted in 1908. The Pleasant View subdivision was annexed into the City of Independence in 1948. From the time Independence adopted its Development Code, these properties have maintained an industrial zoning classification.

PHYSICAL CHARACTERISTICS OF PROPERTY:

Both Lots 3 and 2 are equal in size—45' wide x 100' deep. A commercial structure on Lot 2 still exists today. The structure on Lot 2 is one-story with a basement level accessible in the rear

from Aaron Ln. The property has street access from both Truman Rd and Aaron Ln. Real estate records indicate that this structure was built in 1928. It features a brick façade with parapet. Lot 3 remains vacant after the previously existing commercial building and residence were demolished in late 2019.
Any development of these properties will require improvements to the current parking and loading facilities. Due to the properties' proximity to a residential district and their relatively smaller size, staff recommends combining these two lots in to one. Combining these two lots into one would make these properties more viable for redevelopment.

CHARACTERISTICS OF THE AREA:
These properties are located at the Southeast corner of Truman Rd and Crisp Ave. The properties sit along a commercial corridor and abut a residential neighborhood to the South. This building is one of the older structures along this section of the commercial corridor.

ANALYSIS:
Consistency with *Independence for All*, Strategic Plan:
Rezoning this property is consistent with the *Independence for All,* Strategic Plan. Objectives of the plan include, "attract and retain quality employers" and, "grow business and industry." **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.
Historic and Archeological Sites:
There are no apparent historic or archeological sites located on these properties.
Public Utilities:
All utilities are present on the property and in the adjacent rights-of-way.
CIP Investments:
Currently there appears to be no CIP investments indicated for 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 Established 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 not located within any subarea plan area.
3. The compatibility of the proposed zoning with the zoning and use of the nearby property, including any overlay zoning.
Properties to the North and West are zoned C-2 and engage in retail sales and services for the community.
4. The compatibility of the proposed zoning and allowed uses with the character of the neighborhood.
This rezoning is compatible with the surrounding commercial properties in the area.
5. The suitability of the subject property for the uses to which it has been restricted under the existing zoning regulations.
Rezoning this property to C-2 will make these properties more viable for redevelopment, as the

current I-1 zoning imposes more stringent lot and building standards.

6. The length of time the subject property has remained vacant as zoned.

Lot 3 has remained a vacant parcel of land since the commercial and residential buildings were demolished in 2019.

Lot 2 has remained vacant for several years now. Although applications for a business license have been submitted, no applicant has been issued a valid Independence business license.

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

Rezoning this property to C-2 will not have a detrimental effect on the nearby properties. This is because the commercial use will be consistent with the surrounding commercial properties and support the neighboring residences.

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 lease/sell the property to prospective active businesses. Denying this rezoning will likely result in the continued vacancy of these properties.

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

Emergency Justification:

Fiscal Impact:

Council Action:

Department / Contact Community Development /

REVIEWERS

Tom Scannell
Jeremy Cover
Zachary Walker
Susanne Holland

ATTACHMENTS:

1. Draft Ordinance 24-100-23
2. Staff Report 24-100-23
3. Narrative
4. Application

5. Notification Letter
6. Mailing List
7. Notification Area Map_11303 E Truman Rd
8. Affidavit
9. Aerial Image
10. Comp Plan Map
11. Zoning Map
12. Planning Commission Meeting Minutes 9-10-24

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE APPROVING A REZONING FROM DISTRICT I-1 (INDUSTRIAL) TO C-2 (GENERAL COMMERCIAL) FOR THE PROPERTIES AT 11300 E. AARON LN AND 11301 & 11303 E. TRUMAN RD.

WHEREAS, an application submitted by Brandon Fryer requesting approval of a rezoning from District I-1 (Industrial) to C-2 (General Commercial) for the properties at 11300 E Aaron Ln, 11301 E Truman Rd and 11303 E Truman Rd 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 September 10, 2024, and rendered a report to the City Council recommending the rezoning be approved by a vote of 7-0; and,

WHEREAS, in accordance with the Unified Development Ordinance, it was determined that the rezoning was consistent with the review criteria in Section 14-701-02; and,

WHEREAS, no legal protests were signed, acknowledged, and presented for the application; and,

WHEREAS, after due public notice in the manner prescribed by law, the City Council held a public hearing, and rendered a decision to approve the rezoning of the said property.

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

SECTION 1. That the following legally described property is hereby rezoned from District I-1 (Industrial) to District C-2 (General Commercial) and shall be subject to the regulations of said district:

PLEASANT VIEW; LOT 3

and

PLEASANT VIEW; LOT 2

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

INDEPENDENCE
★ COMMUNITY DEVELOPMENT ★

Planning Commission
Staff Report

MEETING DATE: September 10, 2024 **STAFF:** Gabe Glaser, Planner

PROJECT NAME: Rezone from I-1 (Industrial) to R-6 (Single-Family Residential)

CASE NUMBER/REQUEST: **Case 24-100-23 – Rezoning – 11301 & 11303 E. Truman Road & 11300 E. Aaron Lane -** A request by Brandon Fryer to rezone the properties from I-1 (Industrial) to C-2 (General Commercial).

APPLICANTS/OWNERS: Brandon Fryer

PROPERTY ADDRESSES: 11301 E Truman Rd, Independence, MO 64052
11303 E Truman Rd, Independence, MO 64052
11300 E Aaron Ln, Independence, MO 64052

APPLICANTS/OWNER'S ADDRESS: 6601 Harvard Ave, Raytown, Mo 64133

SURROUNDING ZONING/LAND USE:

North: C-2 (General Commercial) / Auto Parts – Retail Sales
South: I-1 (Industrial) / Single Family Residential
East: R-12(Two-Family Residential) / Single-Family Residence
West: C-2 (General Commercial) / Convenience Store with Gas Sales

PUBLIC NOTICE

- Letters to property owners within 185 feet – August 23, 2024
- Public Notice published in the Independence Examiner – August 24, 2024
- Sign posted on property – August 23, 2024

FURTHER ACTION:

Following action by the Planning Commission, this rezoning request is scheduled for first reading by the City Council on October 7, 2024, and the public hearing/second reading on October 21, 2024.

RECOMMENDATION

Staff recommends **APPROVAL** of this rezoning request.

PROJECT DESCRIPTION & BACKGROUND INFORMATION

PROJECT DESCRIPTION: A request by the property owner, Brandon Fryer, to rezone the subject properties from I-1 (Industrial) to C-2 (General Commercial).

Current Zoning: I-1 (Industrial)
Proposed Zoning: C-2 (General Commercial)
Prior to 2009: M-1 (Industrial)
Prior to 1980: M-1 (Light Manufacturing)
Current Use: Vacant
Former Use: General Auto Repair
Proposed Use: General Commercial Use
Size of Combined Lots: 8,802 Sq. Ft.
Building Square Footage: 1,170 Sq. Ft.

PROPOSAL:

The applicant seeks to rezone the properties at 11303 & 11301 E Truman Rd and 11300 E Aaron Ln from I-1 (Industrial) to C-2 (General Commercial). The applicant seeks this rezoning to lease this property out to prospective tenants and for redevelopment opportunities. Lot and building standards for properties in an I-1 zoning district are more restrictive than properties in a C-2 district. The applicant seeks to "down zone" these properties in the hopes of making them more viable for prospective tenants/buyers and/or redevelopment.

PROPERTY HISTORY:

These two properties are located on two separate lots—Lots 3 (11300 E Aaron Ln) and 2 (11303 E Truman Rd including address 11301 E Truman Rd)—part of the Pleasant View subdivision platted in 1927. Before then, this property was a part of a larger subdivision—Carpenter Estate—platted in 1908. The Pleasant View subdivision was annexed into the City of Independence in 1948. From the time Independence adopted its Development Code, these properties have maintained an industrial zoning classification.

PHYSICAL CHARACTERISTICS OF THE PROPERTY:

Both Lots 3 and 2 are equal in size—45' wide x 100' deep. A commercial structure on Lot 2 still exists today. The structure on Lot 2 is one-story with a basement level accessible in the rear from Aaron Ln. The property has street access from both Truman Rd and Aaron Ln. Real estate records indicate that this structure was built in 1928. It features a brick façade with parapet.

Lot 3 remains vacant after the previously existing commercial building and residence were demolished in late 2019.

Any development of these properties will require improvements to the current parking and loading facilities. Due to the properties' proximity to a residential district and their relatively smaller size, staff recommends combining these two lots in to one. Combining these two lots into one would make these properties more viable for redevelopment.

CHARACTERISTICS OF THE AREA:

These properties are located at the Southeast corner of Truman Rd and Crisp Ave. The properties sit along a commercial corridor and abut a residential neighborhood to the South. This building is one of the older structures along this section of the commercial corridor.

ANALYSIS

Consistency with *Independence for All*, Strategic Plan:

Rezoning this property is consistent with the *Independence for All,* Strategic Plan. Objectives of the plan include, "attract and retain quality employers" and, "grow business and industry."

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.

Zoning:

As per City Code **14-301-02-D. C-2 District.** *The C-2 district is primarily intended to accommodate community- and region-serving retail sales and services*. By rezoning these properties to C-2, the district will match the uses of the neighboring commercial properties across Crisp Ave and Truman Rd. Additionally, C-2 zoning districts are intended to serve surrounding neighborhoods increasing the livability of the area.

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 appears to be no CIP investments indicated for 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 Established 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 not located within any subarea plan area.
3. **The compatibility of the proposed zoning with the zoning and use of the nearby property, including any overlay zoning.**
   Properties to the North and West are zoned C-2 and engage in retail sales and services for the community.
4. **The compatibility of the proposed zoning and allowed uses with the character of the neighborhood.**
   This rezoning is compatible with the surrounding commercial properties in the area.
5. **The suitability of the subject property for the uses to which it has been restricted under the existing zoning regulations.**
   Rezoning this property to C-2 will make these properties more viable for redevelopment, as the current I-1 zoning imposes more stringent lot and building standards.
6. **The length of time the subject property has remained vacant as zoned.**
   Lot 3 has remained a vacant parcel of land since the commercial and residential buildings were demolished in 2019.

   Lot 2 has remained vacant for several years now. Although applications for a business license have been submitted, no applicant has been issued a valid Independence business license.
7. **The extent of which approving the rezoning will detrimentally affect nearby properties.**

Rezoning this property to C-2 will not have a detrimental effect on the nearby properties. This is because the commercial use will be consistent with the surrounding commercial properties and support the neighboring residences.

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 lease/sell the property to prospective active businesses. Denying this rezoning will likely result in the continued vacancy of these properties.
9.

EXHIBITS:

1. Narrative
2. Application
3. Notification Letter
4. Mailing List
5. Notification Area Map
6. Affidavit
7. Aerial Image
8. Comp Plan Map
9. Zoning Map

Cover Letter

11303 E. Truman
Indep. MO 64052

Rezone properties to attract a more desirable buyer / tentant as the I-1 Industrial has limited uses. With codes and ordinances changing often, changing this to C-2 will be better suited to get a good tentant or maybe a future Development.

A prior meeting was held and the 15 Buffer wont be required on E side of Prop'ty.

11303 E. Truman

&

11301 E Truman or 11300 Aaron Ln

INDEPENDENCE
• MISSOURI •

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

BRANDON FRYER
Project Name

~~11303~~ ~~E.~~ TRUMAN & AARON
Project Address/Location

11303 E. TRUMAN Rd Indep MO 64052 & 11301 E. TRUMAN Rd & 11300 E. AARON LN

Sq. Ft. of Building	Acreage	Number of Lots/Tracts	Steam Buffer (Yes or No)
1200 sq ft	.1 AC	1	

Existing Zoning	Proposed Zoning	Existing Land Use	Proposed Land Use
I-1	C-2	NONE	RETAIL / RESTAURANT / ?

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

BRANDON FRYER
Name — Company

16514 E. MECHANIC
Address

816-838-5403 KC CAR buyers llc@gmail.com
Phone — Email

Architect/Engineer/Surveyor/Other: _____

Name — Company

Address

Phone — Email

Owner

Brandon Fryer
Name — Company

16514 E. MECHANIC
Address

816-838-5403 KC CARBuyersllc.gmail.com
Phone — Email

Architect/Engineer/Surveyor/Other: _____

Name — Company

Address

Phone — Email

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

X _____ 7.25.24
Applicant's Signature — Date

_____
Owner's Signature — Date

Appendix B - Property Owner Notification Letter

City of Independence, Missouri

Date: 8-20-2024 Case No. 24-Wo-23

Dear Property Owner:
This letter is to notify you that an application has been submitted for consideration by the Planning Commission and City Council. A full public hearing will be held by the Planning Commission and the City Council will consider new information on the dates and times below.

Proposed Case Type (Check One):

☑ Rezoning ☐ Rezoning/PUD ☐ Special Use Permit

☐ Preliminary Development Plan

Proposed project description: Rezone Property (s) from I1 Zoning to C2 Zoning

Applicant: Brandon Fryer

Location of Property: 11303 E. Truman Rd Independence MO

Planning Commission Meeting Date: Sep 10th, 2024, at 6:00 p.m.

City Council Meeting Date: Oct 21st, 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).

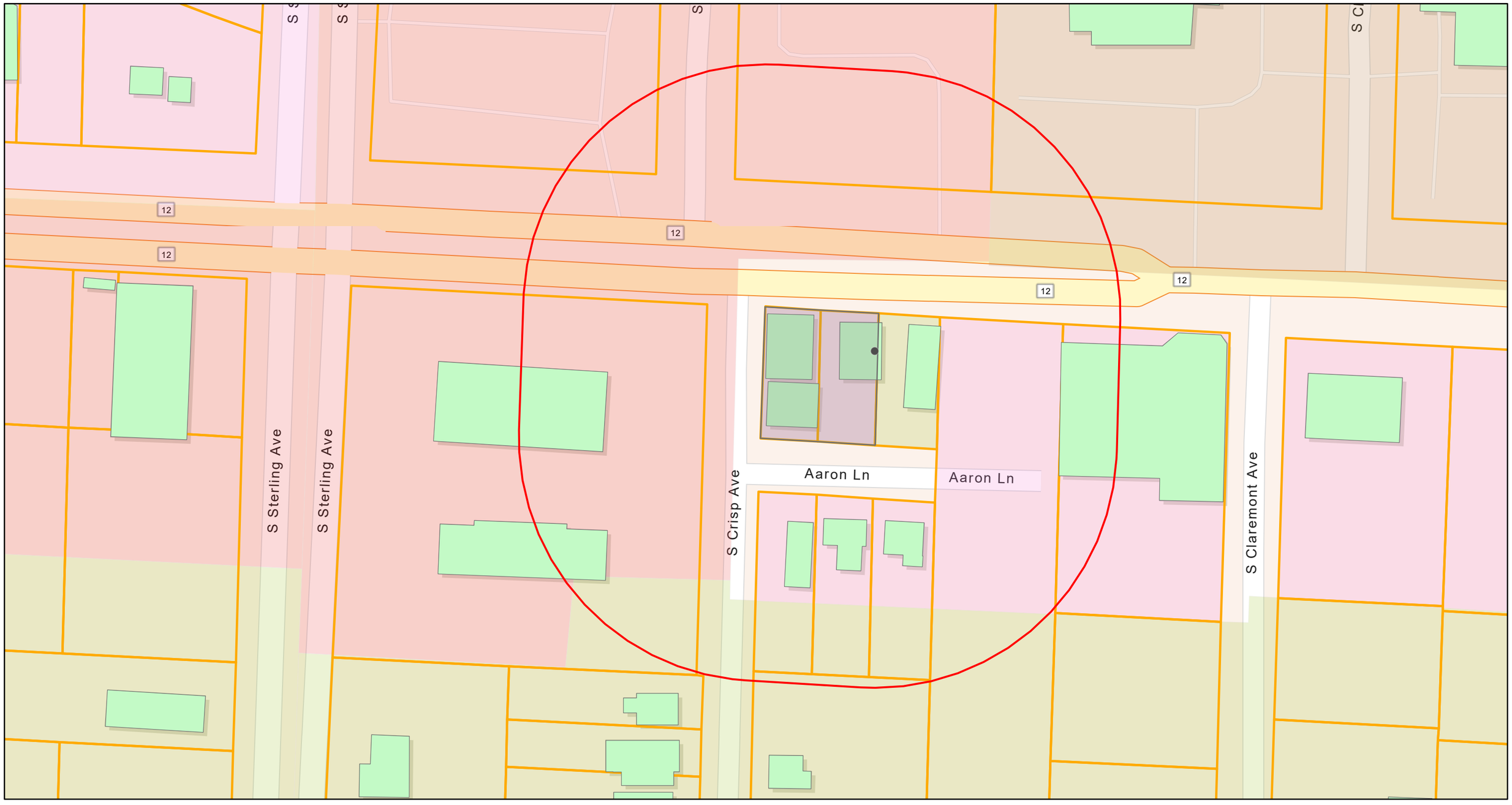
REZONINGS ONLY: You may file a protest petition with the Community Development Department. For more information or to get copies of a petition, please contact Planning staff at 816-325-7421.

Applicant (or Owner/Agent)

For more information, contact the Community Development Department at 816-325-7421.

Property Address	Property Owner	Owner Address
11308 E AARON LN	NELSON BUTCH O	11308 AARON LN INDEPENDENCE, MO 64052
11300 E AARON LN	FRYER BRANDON J	6601 HARVARD AVE KANSAS CITY, MO 64133
11307 E AARON LN	BARNS TIMOTHY	1501 S BUCKNER TARSNEY RD BUCKNER, MO 64016
11323 E TRUMAN RD	RYANS LLC	10800 E WINNER RD INDEPENDENCE, MO 64052
11200 E TRUMAN RD	SINGH JAPNIK	2232 WABASH CIR SPARKS, NV 89434
1229 S CRISP AVE	MENJIVAR CARLOS EDUARDO & ABREGO SORIANO IRIS SUYAPA	4826 CR 513 STEPHENVILLE, TX 76401
11320 E TRUMAN RD	SWOPE HEALTH SERVICES	3801 BLUE PARKWAY KANSAS CITY, MO 64130
11201 E TRUMAN RD	WEST PALM REAL ESTATE MANAGEMENT LLC	125 BRAZILIAN AVE PALM BEACH, FL 33480
11305 E AARON LN	LOPEZ JOEL A VILLATORO	2315 NORTHERN AVE KANSAS CITY, MO 64127
11303 E TRUMAN RD	FRYER BRANDON	16518 E MECHANIC INDEPENDENCE, MO 64050
11309 E AARON LN	DIZDAREVIC ALMINA	11309 AARON LN INDEPENDENCE, MO 64052
11206 E TRUMAN RD	AUTOZONE INC	P O BOX 2198 DEPT 8088 MEMPHIS, TN 38101-2198
11321 E TRUMAN RD	RYANS LLC	10800 E WINNER RD INDEPENDENCE, MO 64052

Notification Area Map - #24-100-23 - 11303 E Truman Rd



8/16/2024, 4:33:15 PM

1:1,128

Building Footprints

Parcels

Zoning

General Commercial

Residential, Two-Family

Industrial

Office

City Limits

0 0.01 0.02 0.04 mi

0 0.01 0.03 0.06 km

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ArcGIS Web AppBuilder

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

Appendix C - Property Owner Notification Affidavit

STATE OF MISSOURI

COUNTY OF JACKSON

Case No. 24-100-23

I, Brandon Fryer, 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 23rd day of August, 2024.

Signature of Agent, Owner or Attorney

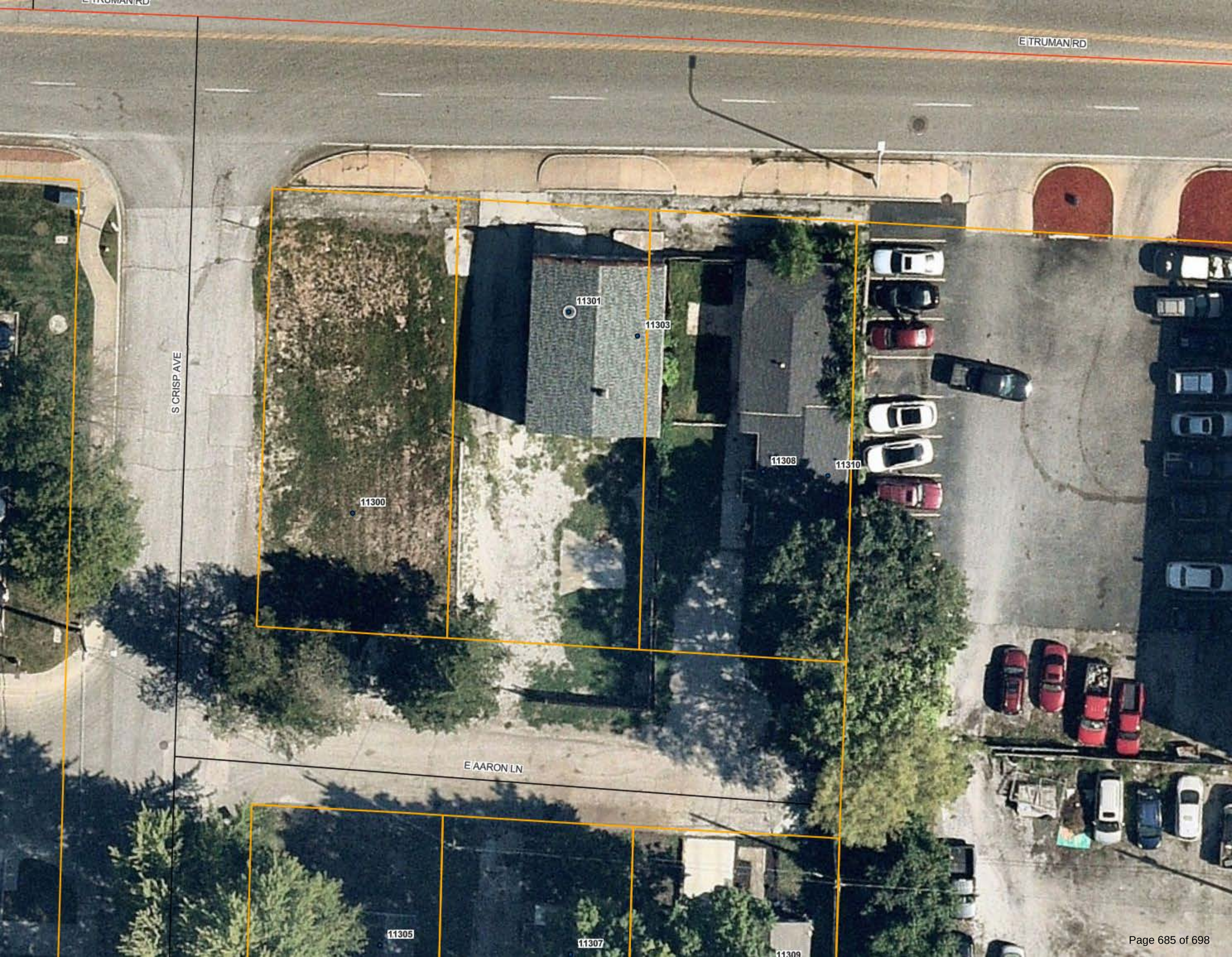
Subscribed and sworn to before me this 23 day of August, 2024.

Notary Public

DELANEY PETERS
Notary Public - Notary Seal
State of Missouri
Commissioned for Jackson County
My Commission Expires: March 06, 2028
Commission Number: 24013103

3/6/28

Commission Expiration Date


E TRUMAN RD
E TRUMAN RD
S CRISP AVE
11301
11303
11308
11310
11300
E AARON LN
11305
11307
11309

About Content Legend

Legend

Recreation
Resource
Service
Subsurface
Unknown

Address(Labels)

Address

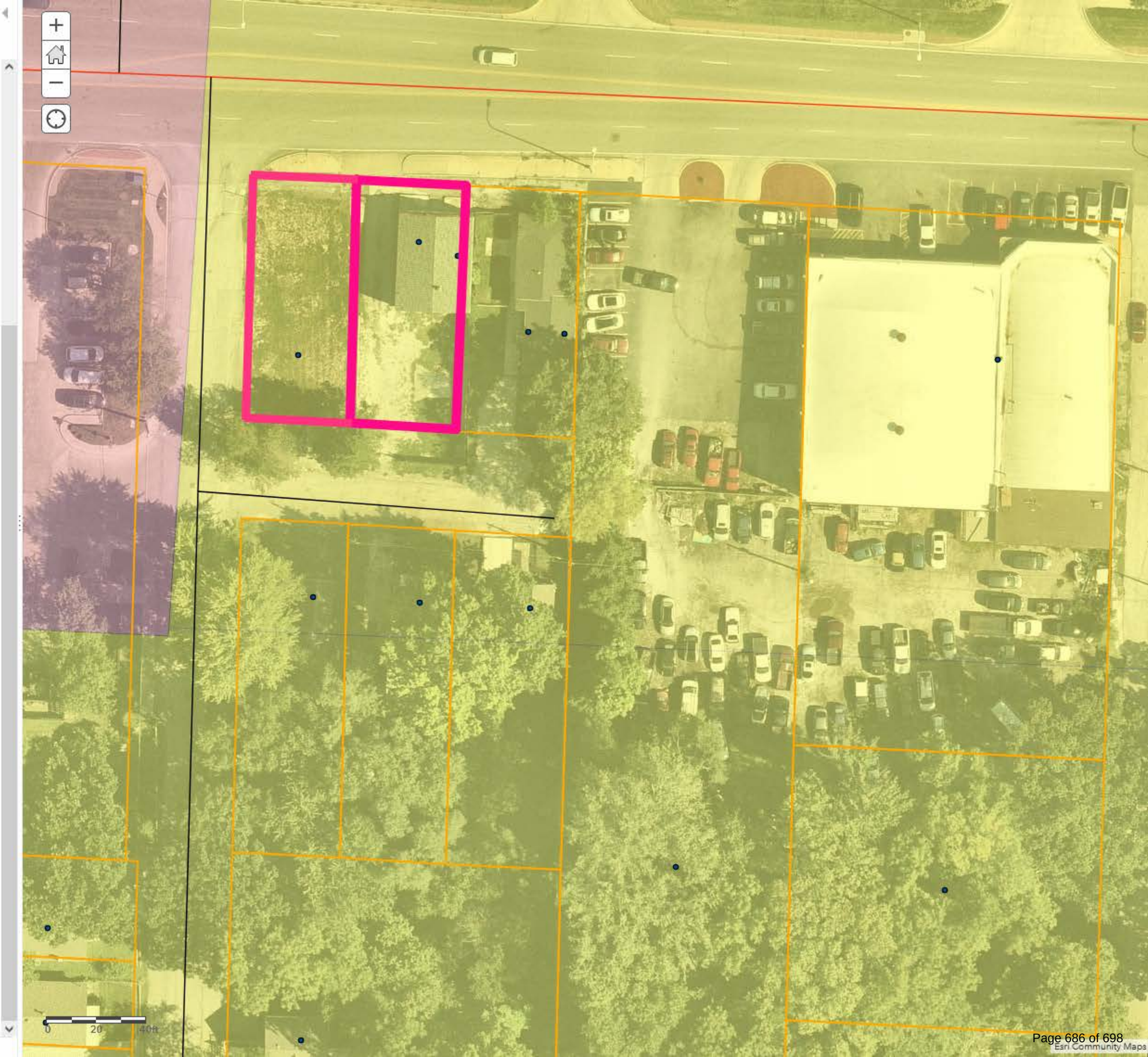
Parcels

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 Attractions & Tourism
Parks
Agricultural
Invalid Rule

Square Business District

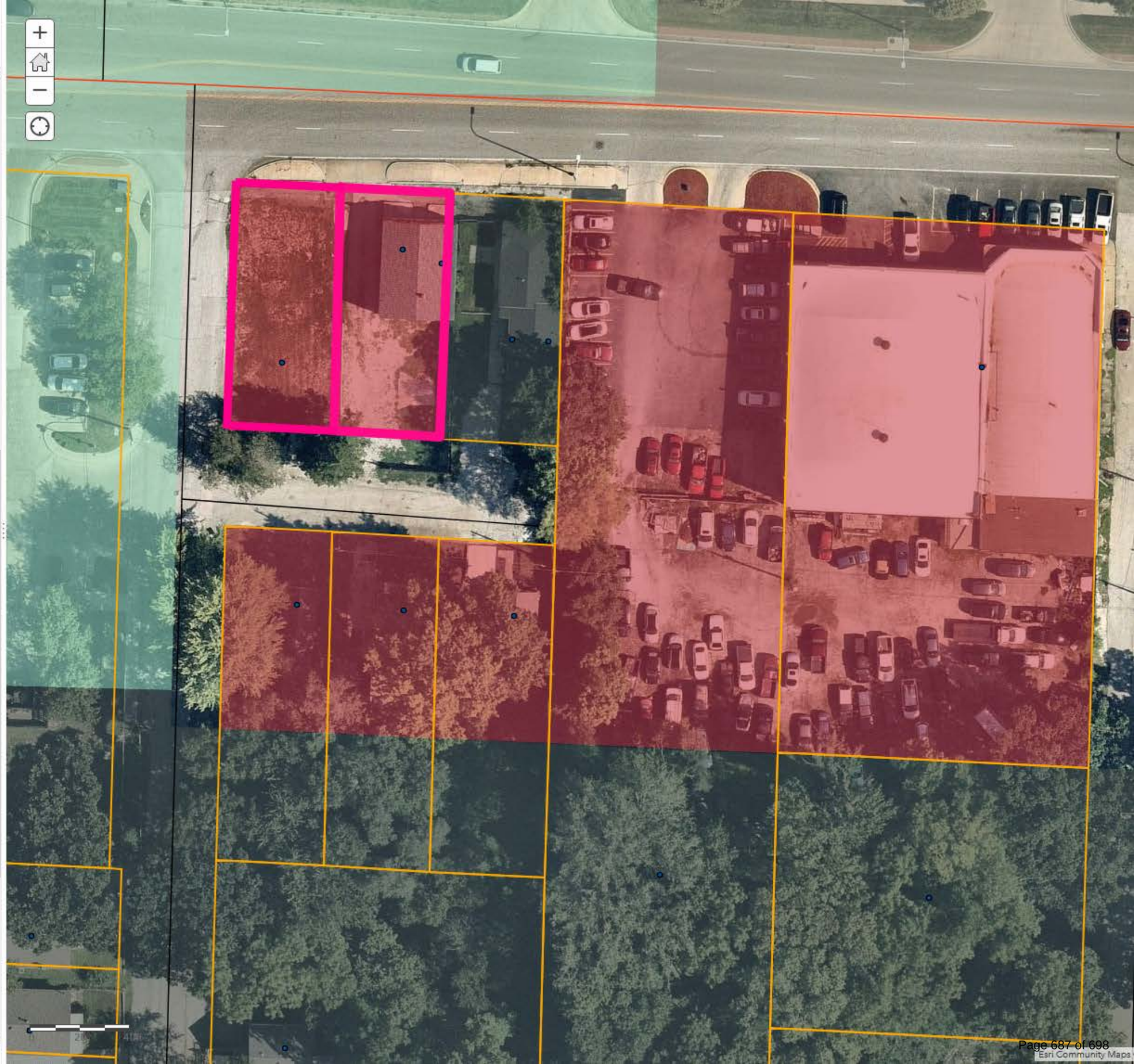
City Limits



About Content Legend

Legend

- BP/PUD
- C-1
- C-2
- C-2/HL
- C-2/I-1/U
- C-2/PUD
- C-2/SUP
- C-3
- C-3/SUP
- DFD
- I-1
- I-1/HL
- I-1/SUP
- 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
- 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
- Service Commercial/Historic Landmark



Trust Center Contact Esri Report Abuse

Esri Community Maps

INDEPENDENCE
MISSOURI
A GREAT AMERICAN STORY

Planning Commission Minutes

September 10, 2024 6:00 PM

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

CALL TO ORDER

A meeting of the Planning Commission was held at 6:00 PM on 9/10/2024, in the 111 E Maple Avenue City Council Chambers, Independence, MO 64050. The meeting was called to order.

ROLL CALL

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

Commissioner Nesbitt apologized for his actions at the August 27th Planning Commission meeting. He said he understands some of his comments may have been considered offensive and that was not his intention.

CASE TO BE CONTINUED - STAFF RECOMMENDS THESE CASES BE CONTINUED TO THE OCTOBER 15, 2024 MEETING.

1. **Case 24-100-18 – Rezoning – 12880 E. Kentucky Road –** A request by Jim Gamble to rezone the property from I-1 (Industrial) to C-3 (Service Commercial).

Motion

Commissioner Eric Ashbaugh made a motion to continue the case to October 15, 2024. Commissioner Edward Nesbitt seconded the motion. The motion was approved Yes 7, No 0, Abstained 0.

2. **Case 24-125-05 – Rezoning/PUD – 19300 E. 37th Terrace –** A request by JC Weston Construction to rezone the property from C-2 (General Commercial) to R-30/PUD (High Density Residential/Planned Unit Development) and approving a preliminary development plan.

Motion
Commissioner Eric Ashbaugh made a motion to continue the case to October 15, 2024. Commissioner Edward Nesbitt seconded the motion. The motion was approved Yes 7, No 0, Abstained 0.

PUBLIC HEARINGS

1. **Continued Case 24-100-12 – Rezoning – 21101 E. 78 Hwy** - A request by Carajoto, LLC to rezone the property from R-6 (Single Family Residential) to I-1 (Industrial).

Staff Presentation
Brian Harker presented the case and noted this case would be presented with case 24-150-01. 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
George Kapke, 15800 E 27th Street, and Anthony Privitera, 9900 W 159th Street, Overland Park, KS, both stated they were available for any questions.

Public Comments
No public comments.

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

2. **Continued Case 24-150-01 – Comprehensive Plan Amendment – 21101 E. 78 Hwy –** A request by Anthony Privitera to amend the Future Land Use Plan map for 21101 E. 78 Hwy.

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

3. **Case 24-100-20 – Rezoning – 9300 E. 9th Street S –** A request by Janet Thrasher to rezone the property from R-30/PUD (High Density Residential/Planned Unit Development) to R-6 (Single Family Residential).

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

Public Comments
No public comments.

Commissioner Comments
In response to Commissioner Ashbaugh's question, Mr. Harker stated the city will continue to

bring forward city-initiated cases to correct zoning in residential neighborhoods.

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

4. **Case 24-100-22 – Rezoning – 1235 & 1239 W. South St –** A request by Brandon Fryer to rezone the properties from I-1 (Industrial) to R-6 (Single Family Residential).

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

Applicant Comments
Brandon Fryer, 6601 Harvard Ave, Raytown, stated he'd like it down-zoned so they can get an FHA loan on the property. He stated they cannot get the loan with it zoned as Industrial.

In response to Commissioner Ashbaugh's question, he stated he doesn't have plans to replat the property at this time.

Public Comments
No public comments.

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

5. **Case 24-100-23 – Rezoning – 11301 & 11303 E. Truman Road & 11300 E. Aaron Lane** - A request by Brandon Fryer to rezone the properties from I-1 (Industrial) to C-2 (General Commercial).

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

In response to Chairwoman Wiley's question, Mr. Glaser stated he doesn't believe the structure is historic.

Applicant Comments
Brandon Fryer, 6601 Harvard, Raytown, stated he's available for any questions. In response to Commissioner Nesbitt's question, Mr. Fryer stated he's hoping to clean up the property and make it usable.

Public Comments
No public comments.

Motion

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

6. **Case 24-100-19 – Rezoning – Jackson Drive & R.D. Mize Road –** A request by Jim Pollard to rezone the property from C-2 (General Commercial) and R-6 (Single Family Residential) to C-2 (General Commercial) and R-12 (Two-Family Residential).

Staff Presentation

Brian Harker presented the case and noted it would be presented with Case 24-310-05. Mr. Harker presented the Commission with a vicinity map, noting the area and surrounding zoning. He presented the Commission with an aerial map indicating the project area and explained the surrounding land uses. Mr. Harker reviewed the conditions of approval for the preliminary plat.

In response to Commissioner Ashbaugh's question, Mr. Harker explained the difference between what is typically called a townhouse versus a duplex. Mr. Harker stated these would be duplexes. He explained that some of the drawings are drafts and final plans will still have to come forward for approval.

In response to Commissioner Nesbitt's question, Mr. Harker stated the conditions are items that staff would like to review before the final plans are developed. Commissioner Nesbitt stated he would like to see better renderings and more finalized plans before this case is heard.

Applicant Comments

Jim Pollard, 3030 S Crenshaw, stated he has a similar project on Powell Road that has 20 units already completed. He said he would like to see the rezoning approved before additional funds are spent on producing a more detailed preliminary plat. Mr. Pollard said he may need to obtain a variance for the driveways.

Commissioner Ashbaugh stated it appears these are pretty tight quarters for this many units. In response to Commissioner Ashbaugh's question, Mr. Pollard said the engineer is available to speak and he does believe they have enough space for that number of units.

Kevin Sterrett, 1411 NE Todd George, Lee's Summit, stated they have a lot of detail on these preliminary plats and have labeled all the berms. He said they've gone back several times with Mr. Harker and have attempted to address all of his concerns. Mr. Sterrett said all the units will fit and the line of sight will be met as the City has required.

In response to Chairwoman's Wiley's question, Mr. Pollard stated he likes to go above and beyond the City Code and stated he does not like residents to park on the street. He said he plans to exceed the parking requirement and will abide by the other conditions outlined by staff. Mr. Harker clarified that the berms are on individual lots, not on common lots, so the city would like assurance that those berms will not be removed.

In response to Commissioner O'Neill's question, Mr. Pollard stated the C-2 zoning is existing and there is a stream buffer around that part of the property.

In response to Commissioner Nesbitt's question, Mr. Pollard stated some of the lots would like a variance for the parking. Mr. Arroyo said the development will have to meet the 1.4 parking requirement and 40% of the front yard will have to be green space. He noted preliminary plats typically have conditions and if there are substantial changes, they would have to come back to the Planning Commission before being considered for a final plat.

In response to Chairwoman Wiley's question, Mr. Pollard stated the project would still be viable even if they had to downsize the number of units.

Public Comments
No public comments.

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

OTHER BUSINESS

1. **Case 24-310-05 – Jackson Drive and RD Mize Road – Jackson Place Preliminary Plat –** A request by James Pollard for a Preliminary Plat called Jackson Place located at Jackson Drive and RD Mize Road

Commissioner Comments
In response to Commissioner Ashbaugh's question, Mr. Harker stated anyone looking to develop this property would have to come forward with a preliminary plat. Mr. Arroyo stated if the preliminary plat is approved, they would start the engineering design. If the case meets the conditions and requirements, the Planning Commission will see the final plat. If it was substantially different, the Planning Commission would see a new preliminary plat. Mr. Arroyo said if the approval is postponed, they would have to start the engineering process early, to get those details.

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

2. **Case 24-400-20 – Short-Term Rental – 3912 Circle Drive –** A request by Adam Austin to operate a Short-Term Rental.

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

Applicant Comments
Adam Austin, 622 SW Lemans Ln, Lee's Summit, stated he has removed the pavers and put in asphalt.

In response to Commissioner Nesbitt's question, Mr. Austin described where he had asphalt put in at the house. Mr. Austin said one of the smaller bedrooms upstairs will not be used as a bedroom. Mr. Glaser said staff will go inspect the new asphalt and will determine if any permits are required.

In response to Commissioner Ashbaugh's question, Mr. Arroyo stated he may have to dig out the sides for the city to inspect and determine its depth. If it's not up to code, he will have to bring it up to City Code.

In response to Mr. Austin's question, Mr. Glaser stated if someone is living at the home, the other rooms could not be rented out individually.

Public Comments

Jesse Stamps, 11205 E 40th St, stated she has a young daughter and is concerned about their safety. Ms. Stamps said she's in opposition due to the possible traffic and parties that could be held at the home.

Chasity Valaquez, 3904 Circle Drive, stated she is also concerned about her safety. She said owners don't typically care about the appearance, noise or what type of tenants they rent to. In response to Commissioner Nesbitt's question, Ms. Valaquez has seen an improvement to the driveway.

Mr. Austin stated they've spent about $50,000 on improving the property, and he would not want tenants to cause an issue with the neighbors or to leave the property damaged. Mr. Austin said they will use Airbnb and VRBO. He noted they will also screen them and not take automatic bookings.

In response to Commissioner Young's question, Mr. Austin said he will not rent to local people becuase they are typically looking for a place to have a party.

Commissioner Comments

In response to Chairwoman Wiley's question, Mr. Arroyo said if a Short-Term Rental gets complaints, the City would hold a revocation hearing at the Planning Commission.

Commissioner Nesbitt asked if a condition could be added requiring a sign that no street parking is allowed. Assistant City Counselor Langford noted he cannot put up a sign, but could be required to add "no street parking" to his advertisement. The condition will be changed to state that two additional off-street parking spaces are required.

Motion

Commissioner Dan O'Neill made a motion to approve the case, with conditions as stated by staff and amended to require two additional off-street parking spaces. Commissioner Edward Nesbitt seconded the motion. The motion was approved Yes 7, No 0, Abstained 0.

ROUNDTABLE

Mr. Arroyo noted the September 24, 2024 meeting will be canceled.

ADJOURNMENT

The meeting was adjourned at 8:16 p.m.

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: Aug 1, 2024 - Sep 3, 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:			

II. MONTHLY CASELOAD INFORMATION	Alcohol & Drug Related Traffic	Other Traffic	Non-Traffic Ordinance
A. Cases (citations/informations) pending at start of month	311	15,545	6,607
B. Cases (citations/informations) filed	18	1,511	750
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	18
3. court/bench trial - NOT GUILTY	0	1	1
4. plea of GUILTY in court	14	915	146
5. Violations Bureau Citations (i.e. written plea of guilty) and bond forfeiture by court order (as payment of fines/costs)	0	350	0
6. dismissed by court	0	45	42
7. *nolle prosequi*	1	98	40
8. certified for jury trial (not heard in Municipal Division)	0	0	1
9. TOTAL CASE DISPOSITIONS	15	1,413	248
D. Cases (citations/informations) pending at end of month [pending caseload = (A+B)-C9]	314	15,643	7,109
E. Trial de Novo and/or appeal applications filed	0	0	1

III. WARRANT INFORMATION (pre- & post-disposition)		**IV. PARKING TICKETS**	
1. # Issued during reporting period	1,229	1. # Issued during period	0
2. # Served/withdrawn during reporting period	415	☐ Court staff does not process parking tickets	
3. # Outstanding at end of reporting period	15,715		

MUNICIPAL DIVISION SUMMARY REPORTING FORM

COURT INFORMATION	Municipality: Independence Municipal	Reporting Period: Aug 1, 2024 - Sep 3, 2024

V. DISBURSEMENTS

Excess Revenue (minor traffic and municipal ordinance violations, subject to the excess revenue percentage limitation)	
Fines - Excess Revenue	$138,195.76
Clerk Fee - Excess Revenue	$13,564.15
Crime Victims Compensation (CVC) Fund surcharge - Paid to City/Excess Revenue	$418.23
Bond forfeitures (paid to city) - Excess Revenue	$290.00
Total Excess Revenue	$152,468.14
Other Revenue (non-minor traffic and ordinance violations, not subject to the excess revenue percentage limitation)	
Fines - Other	$38,271.40
Clerk Fee - Other	$2,967.93
Judicial Education Fund (JEF) ☐ Court does not retain funds for JEF	$0.00
Peace Officer Standards and Training (POST) Commission surcharge	$1,377.67
Crime Victims Compensation (CVC) Fund surcharge - Paid to State	$9,822.81
Crime Victims Compensation (CVC) Fund surcharge - Paid to City/Other	$91.49
Law Enforcement Training (LET) Fund surcharge	$2,748.50
Domestic Violence Shelter surcharge	$5,493.00
Inmate Prisoner Detainee Security Fund surcharge	$2,746.50
Restitution	$0.00
Parking ticket revenue (including penalties)	$0.00
Bond forfeitures (paid to city) - Other	$3,760.00
Total Other Revenue	$67,279.30

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.	
Bad Check Fee	$50.00
Court Automation	$9,643.72
Law Enf Arrest-Local	$1,975.00
Total Other Disbursements	$11,668.72
Total Disbursements of Costs, Fees, Surcharges and Bonds Forfeited	$231,416.16
Bond Refunds	$13,625.50
Total Disbursements	$245,041.66

Municipal Division Summary Reporting

16th Judicial Circuit - Jackson County - Independence Municipal Division

I. COURT INFORMATION

Reporting Period:			
August	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		8,627	81,577	45,658
B. Cases (citations / informations) filed		0	0	0
C. Cases (citations / informations) disposed				
	1. jury trial (Springfield, Jefferson County, and St. Louis County only)	0	0	0
	2. court / bench trial - GUILTY	0	0	6
	3. court / bench trial - NOT GUILTY	0	6	6
	4. plea of GUILTY in court	1	4	16
	5. violations Bureau Citations (i.e., written plea of guilty) and bond forfeitures by court order (as payment of fines / costs)	10	1,074	543
	6. dismissed by court	0	23	116
	7. nolle prosequi	2	112	82
	8. certified for jury trial (not heard in the Municipal Division)	0	0	0
	9. TOTAL CASE DISPOSITIONS	13	1,219	769
D. Cases (citations / informations) pending at end of month [pending caseload = (A + B) – C9]		8,614	80,358	44,889
E. Trial de Novo and / or appeal applications filed		0	0	1

Municipal Division Summary Reporting

Court Information	Municipality: 16th Judicial Circuit - Jackson County - Independence Municipal Division	Reporting Period: August - 2024

III. WARRANT INFORMATION (pre- & post-disposition)	
1. # Issued during reporting period:	434
2. # Served/withdrawn during reporting period:	625
3. # Outstanding at end of reporting period:	40,363

IV. PARKING TICKETS	
Does court staff process parking tickets? Yes	
1. # Issued during reporting period:	0

V. DISBURSEMENTS	
Excess Revenue (minor traffic and municipal ordinance violations, subject to the excess revenue percentage limitation)	
Fines – Excess Revenue	$10,874.37
Clerk Fee – Excess Revenue	$1,007.00
Crime Victims Compensation (CVC) Fund surcharge – Paid to City/Excess Revenue	$0.00
Bond forfeitures (paid to city) – Excess Revenue	$860.00
Total Excess Revenue	**$12,741.37**
Other Revenue (non-minor traffic and ordinance violations, not subject to the excess revenue percentage limitation)	
Fines – Other	$18,646.74
Clerk Fee – Other	$1,225.00
Judicial Education Fund (JEF) Court does not retain funds for JEF: Yes	
Peace Officer Standards and Training (POST) Commission surcharge	$186.50
Crime Victims Compensation (CVC) Fund surcharge – Paid to State	$1,328.18
Crime Victims Compensation (CVC) Fund surcharge – Paid to City/Other	$0.00
Law Enforcement Training (LET) Fund surcharge	$370.00
Domestic Violence Shelter surcharge	$745.50
Inmate Prisoner Detainee Security Fund surcharge	$374.00
Restitution	$0.00
Parking ticket revenue (including penalties)	$0.00
Bond forfeitures (paid to city) – Other	$1,940.00
Total Other Revenue	**$24,815.92**
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.	$125.00
Total Other Disbursements	**$125.00**
Total Disbursements of Costs, Fees, Surcharges and Bonds Forfeited	**$37,682.29**
Bond Refunds	$5,287.00
Total Disbursements	**$42,969.29**