# CITY COUNCIL Regular Meeting

**October 21, 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. Sergio Quintero will give the invocation in Spanish.

**THE PLEDGE OF ALLEGIANCE**

**ROLL CALL**

**CITIZEN REQUESTS**

**PROCLAMATIONS**

**CONSENT AGENDA**

**Reports and Recommendations of the City Manager**

1. Council action is requested to enter into a contract with Truman Heritage Habitat for Humanity for the administration of a minor home repair program for low to moderate income homeowners utilizing 2024-25 CDBG Program funds in an amount not to exceed $370,033.53. **Approved**

2. Council action is requested for expenditures for fiscal years 24/25 and 25/26 to Ceridian for the continuation of licensing and vendor support for the Ceridian/Dayforce Human Capital Management System. **Approved**

3. Council action is requested authorizing a contract with the Kansas City Area Transportation Authority for the purpose of providing transit services for the period

of January 1, 2025 through June 30, 2025 in the amount of $1,165,519.00, and authorizing future minor change orders not to exceed $116,551.00. **Approved**

**RESOLUTIONS**

1. 24-767 A Resolution for Directing the City Manager to Modify Provisions in the City's Design and Construction Manual Regarding Traffic Calming *(Requested by Councilmember Stewart)* **Res. No. 7054**

2. 24-777 A Resolution amending the Comprehensive Plan designating property located at 21101 E. M-78 Highway from Civic/Public to Industrial on the City's Comprehensive Plan. **Res. No. 7055**

**REGULAR AGENDA**

**PUBLIC HEARING(S)**

1. A public hearing for the application to rezone the property at 21101 E. M-78 Hwy from R-6, Single Family Residential, to I-1, Industrial. ***New Information Only.***

   24-099 **2R** 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. **2R** **Passed 7-0 Ord. No. 19612**

2. A public hearing for the application to rezone the property located at the southwest corner of Jackson Drive and R. D. Mize Road from C-2, General Commercial, and R-6, Single Family Residential, to C-2, General Commercial, and R-12, Two-Family Residential. ***New Information Only.***

   24-100 **2R** 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. **2R** **Passed 7-0 Ord. No. 19613**

3. A public hearing for the application to rezone the property at 9300 E. 9th Street from R-30/PUD, High Density Residential/Planned Unit Development, to R-6, Single Family Residential. ***New Information Only.***

   24-101 **2R** 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 9$^{th}$ St. **2R** **Passed 7-0 Ord. No. 19614**

4. A public hearing for the application to rezone the properties at 1235 & 1239 W.

South Avenue from I-1, Industrial, to R-6, Single Family Residential. ***New Information Only.***

24-102 **2R** 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. **2R** **Passed 7-0 Ord. No. 19615**

5. A public hearing for the application to rezone the properties at 11300 E. Aaron Lane, 11301 & 11303 E. Truman Road from I-1, Industrial, to C-2, General Commercial. ***New Information Only.***

   24-103 **2R** 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. **2R** **Passed 7-0 Ord. No. 19616**

6. 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** **Passed 7-0 Ord. No. 19617**

7. A public hearing for the amendment to the Unified Development Ordinance, Chapter 14, of the Independence City Code relating to the creation of the Englewood Arts Overlay District. ***Full Public Hearing.***

   24-097 **2R** An ordinance amending the Unified Development Ordinance, Chapter 14, of the City Code adding Section 14-912 Englewood Arts Overlay District. **2R** **Passed 5-2 Ord. No. 19618**

8. A public hearing on the application to create the 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. ***New Information Only.***

   24-098 **2R** 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. **2R** **Passed 5-2 Ord. No. 19619**

**ORDINANCES**

1. 24-096 **2R** An ordinance approving the Intergovernmental Cooperative Agreement between the City of Independence, Missouri and the Fairmount Community Improvement District. **2R** **Passed 7-0 Ord. No. 19620**

**FIRST READING(S)**

1. 24-104 **1R** An ordinance creating Section 12.05.017 of the Independence City Code for the prohibition of trespassing on a school bus. **1R** **Read**

2. 24-105 **1R** An ordinance adopting amendments to the Fiscal Year 2024-2025 budget, which was approved by Ordinance No. 19561. **1R** **Read**

3. 24-106 **1R** An ordinance adopting amendments to the Fiscal Year 2023-2024 budget, which was approved by Ordinance No. 19453. **1R** **Read**

**INFORMATION ONLY**

1. Records requests report from the City Clerk.

2. Semi-Annual Report of the Public Safety Tax Oversight Committee

3. Semi-Annual Report of the Independence Park Commission

4. Semi-Annual Report of the Independence Tourism Commission

5. Semi-Annual Report of the Stormwater Oversight Committee

6. Semi-Annual Report of the Street Improvement Oversight Committee

7. Case 23-100-23, a request by Jim Gamble to rezone the property located at 12880 E. Kentucky Road from I-1, Industrial, to C-3, Service Commercial, was advertised for a new information only public hearing at the October 21, 2024 City Council meeting. As this case has been continued by the Planning Commission, the new information only public hearing is now expected to be heard at the December 2, 2024 City Council meeting.

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

**COUNCILMEMBER COMMENTS**

**ADJOURNMENT**

# City of Independence

AGENDA ITEM COVER SHEET

**Agenda Title:**

Council action is requested to enter into a contract with Truman Heritage Habitat for Humanity for the administration of a minor home repair program for low to moderate income homeowners utilizing 2024-25 CDBG Program funds in an amount not to exceed $370,033.53. **Approved**

**Recommendations:**

Staff recommends approval.

**Background:**

The City receives Community Development Block Grant (CDBG) funds annually from the U.S. Department of Housing and Urban Development (HUD) to address the unmet needs of the low- and moderate-income community. Home repair services for homeowners is a priority need identified in the City's 2024-25 Annual Action Plan. Approval of this item authorizes the City to execute a subrecipient contract with the Truman Heritage Habitat for Humanity to administer the minor home repair program for qualifying low- and moderate-income homeowners.

The City has a substantial number of housing units of significant age, many were constructed before 1970. These homes generally provide the most affordable housing stock available to lower income households. Based on their age, these homes also are more inclined to need rehabilitation to extend their longevity and to increase their safety and livability.

The FY 2024-25 CDBG Annual Action Plan allocated $370,033.53 CDBG funds for the minor home repair program. This allocation aligns with the City's 2024-25 Annual Action Plan in providing decent housing for low- and moderate-income households with the objective to improve existing housing stock through correction of deficiencies and installation of weatherization and energy efficiency measures to reduce utility burden and decrease occupant turnover.

The City's minor home repair program is designed to provide assistance to eligible homeowners for correction of health and safety deficiencies and code violations for low-income homeowners within the City. The Program provides this grant assistance (up to $25,000) that is used to pay the cost of necessary repairs that will provide the homeowner with a healthy, safe, sanitary, and code-compliant home.

CDBG minor home repair regulations outline eligible uses of funds from interior/exterior work to energy conservation activities (such as weather-striping, caulking, glazing repairs, etc.) to security/safety improvements (such as deadbolts, security lighting, smoke detectors, etc.). HUD also outlines in-eligible home repair activities (such as luxury items, new construction activities, etc.).

On August 20, 2024, the City issued Request for Proposal #24041 on www.publicpurchase.com seeking qualified firms to manage and administer the City's Home Repair Program. This RFP closed on September 20, 2024. It was viewed by 131 potential responders with four (4) firms downloading the proposal.

Truman Heritage Habitat for Humanity (THHFH) submitted their "**2024 Home Repair Program**" proposal focused on addressing urgent home repairs for low- and moderate-income homeowners in the community. The program is based on the core tenant of providing a hand up to low- and moderate-income families and individuals in need of home repairs, which are critical for continued occupancy and to ensure safe, decent and affordable housing. It is anticipated that THHFH will be able to assist approximately 12-15 low to moderate income homeowners.

Since 1989, THHFH has provided 250 critical home repairs in Eastern Jackson County. THHFH has administered the City's minor home repair program for several years. Additionally, THHFH has administered the Independence Power and Light and Spire Weatherization program and the City of Raytown home repair program.

**Emergency Justification:**

**Fiscal Impact:**
The fiscal impact to the City is $370,033.53. CDBG Funding for the minor home repair program is included in the FY 2024-25 budget page 105 in the CDBG account. This program was also included in the 2024-25 Annual Action Plan for CDBG and HOME.

**Council Action:**

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**Department / Contact** Community Development /

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**REVIEWERS**
Tom Scannell
Jeremy Cover
Meagan Borth
Zachary Walker
Susanne Holland

**ATTACHMENTS:**
1. RFP Scoring Summary - 24041 - CDBG Minor Home Repair Program

RFP # 24041 CDBG Minor Home Repair Program 2024-25
Closed September 20, 2024 at 5:00 p.m.

| | | | Truman Heritage Habitat for Humanity | | | | The Kansas City Metropolitan Lutheran Ministry | | | |
|---|---|---|---|---|---|---|---|---|---|---|
| | **Proposal Scores** | **Maximum Weight** | A | B | C | D | A | B | C | D |
| 1 | Qualifications, Experience, and Past Performance | 35 | 33 | 30 | 30 | 30 | 30 | 30 | 25 | 30 |
| 2 | Project Understanding & Approach | 30 | 30 | 25 | 27 | 30 | 30 | 25 | 15 | 30 |
| 3 | Responsiveness | 30 | 25 | 25 | 27 | 25 | 25 | 25 | 26 | 25 |
| 4 | Cost | 5 | 5 | 5 | 5 | 5 | 5 | 5 | 5 | 5 |
| | Total | 100 | 93 | 85 | 89 | 90 | 90 | 85 | 71 | 90 |
| | Average Score | | 89 | | | | 84 | | | |

# City of Independence

AGENDA ITEM COVER SHEET

**Agenda Title:**
Council action is requested for expenditures for fiscal years 24/25 and 25/26 to Ceridian for the continuation of licensing and vendor support for the Ceridian/Dayforce Human Capital Management System. **Approved**

**Recommendations:**
Council action is requested for authorization of expenditures.

**Background:**
This purchase will continue the licensing and vendor support for the Ceridian/Dayforce Human Capital Management system.

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 $324,000. Funding for the Human Resource Capital System is included in a forthcoming budget amendment for the fiscal year 24/25 budget, page 158, account number 0954220-5225, Internal Service Fund. Expenditures will also be included for fiscal year 25/26 budget.

**Council Action:**

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**Department / Contact** Human Resources /

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**REVIEWERS**
Jaime Rehmsmeyer
Jeremy Cover
Mike Jackson
Meagan Borth

Zachary Walker
Susanne Holland

**ATTACHMENTS:**

1. Dayforce Contract - City of Independence 2023-04-20 (1)

CERIDIAN

# ORDER FORM

Client Order No.: **Q-149351**
Generation Date: **March 23, 2023**
Offer Expiration: **March 31, 2023**
Service Term Length (from Subscription Start Date): **36 Months**
Territory: **United States**
Currency: **USD**

| Client Information | | | | |
|---|---|---|---|---|
| Client Name<br>City of Independence | | | | the "Client" |
| Service Contact<br>Holly Dreyer | Phone No.<br>(816) 325-7217 | e-mail<br>hdreyer@indepmo.org | | |
| Billing Street Address<br>111 E Maple Ave | | City<br>Independence | State/Province<br>MO | Zip/Postal Code<br>64050 |

| Estimated Recurring Fees | Frequency | Product Type | Unit of Measure | Unit Price | Quantity | Price |
|---|---|---|---|---|---|---|
| Dayforce Subscription Fee* | Monthly | Subscription | Per Employee | $9.58 | 1,100 | $10,538.00 |
| Dayforce Year 1 Service | Monthly | Recurring | Each | $1,435.00 | 1 | $1,435.00 |

| Estimated Implementation and One-Time Fees | Frequency | Product Type | Unit of Measure | Unit Price | Quantity | Price |
|---|---|---|---|---|---|---|
| Dayforce Industry Solutions Implementation Fee | One Time | One Time | Each | $200.00 | 850 | $170,000.00 |
| Dayforce Education Consulting Services - Virtual | One Time | Training | Each | $216.00 | 24 | $5,184.00 |
| Dayforce Implementation Fee | One Time | Implementation | Each | $110,733.75 | 1 | $110,733.75 |

| Summary of Estimated Annual Totals | Total |
|---|---|
| Estimated Total Recurring Fees | $143,676.00 |
| Estimated Total One Time Fees | $285,917.75 |

***The Parties further acknowledge and agree that the following Service Particulars attached hereto shall apply (rather than the online equivalent Service Particulars):***
- *Dayforce-General Terms*
- *Dayforce-Payroll Terms*
- *Dayforce-Ancillary Services Terms*

**Included in the Dayforce Subscription Fee:*
*Software Services:*
- *Dayforce Core (Includes Core Elements and HR & Self Service)*
- *Dayforce Payroll*
- *Dayforce Time and Attendance*
- *Dayforce Wallet*
- *Dayforce Industry Solutions*
  - *Dayforce Union Pay Extension*
  - *Dayforce Variable Pay Extension*
  - *Dayforce Advanced Data Extension*
- *Dayforce Education Package*

*The Dayforce Subscription Fee includes one (1) Federal, State, and Local Tax Filing ID*
*Each additional Federal Tax Filing ID will be charged at a price of $55.00*
*Each additional State Tax Filing ID will be charged at a price of $10.00*
*Each additional Local Tax Filing ID will be charged at a price of $10.00*

*Prices are exclusive of all Taxes. Goods and/or materials, if any, shipped Delivered At Place (DAP).*

*Dayforce Wallet - On-Demand Pay will be deployed in the United States and/or Canada.*

***This Order Form, and the attached SOW(s), is entered into between Client and the Ceridian entity that has signed below, and is governed by the terms of the Master Services Agreement, attached hereto (the "MSA"). Capitalized terms used and not otherwise defined in the Order Form, or SOW(s) have the meaning set forth in the MSA.***

***In addition to the Fees set forth herein, Client will be charged for ad hoc/ancillary Fees as applicable in accordance with the applicable Rate Sheet. Ceridian may change and/or expand the list of items and/or rate of such items from time to time by publishing a new Rate Sheet on the above site, and such changes shall apply to the Client effective the date of such change.***

***[signature page follows]***

Client acknowledges having read and understood all terms of the Order Form, MSA, Service Particulars and, if applicable, SOW and Rate Sheet, all of which form an integral part of the Agreement between Ceridian and Client.

**Ceridian Services LLC.**

Per:
DocuSigned by:
Adam Clifton
Printed Name:
Adam Clifton

Title:
Account Executive Public Sector

Date:
4/20/2023

I have the authority to bind the corporation

**City of Independence**

Per:
DocuSigned by:
Cindy Gray
Printed Name: Cindy Gray
Cindy Gray

Title: Director of Finance
Director of Finance

Date:
4/20/2023

I have the authority to bind the City

In respect of the Line of Credit Agreement

**Ceridian Dayforce Licensing LLC**

Per:
DocuSigned by:
Adam Clifton
Printed Name:
Adam Clifton

Title:
Account Executive Public Sector

Date:
4/20/2023

I have the authority to bind the corporation

CERIDIAN

**ATTACHMENT TO ORDER FORM**

**STATEMENT OF WORK**

**IMPLEMENTATION SERVICES FOR DAYFORCE**

| CLIENT INFORMATION | |
|---|---|
| Client Name<br>City of Independence | the "Client" |

This is the implementation SOW for Dayforce as contemplated in the Order Form made between Ceridian and Client. This SOW sets forth the details for the implementation Services and/or deliverables (the "Implementation Services") to be provided in respect of the Subscribed Modules and those Services described in the attached Order Form. Capitalized terms not defined in this SOW shall have the meanings ascribed to them in the MSA.

Ceridian's obligation to deliver the Implementation Services for the One Time Fees stated in the Order Form will survive for twelve (12) months from project kickoff. Should the project exceed twelve (12) months for any reason not the fault of Ceridian, Ceridian reserves the right to revisit the scope and/or the One Time Fees associated with the Implementation Services.

The Parties shall mutually agree during implementation to an anticipated Go Live Date. It is understood and agreed by the Parties that the Implementation Services are delivered in a very iterative and collaborative process and require regular and timely Client Data input, involvement and feedback (as requested by Ceridian). The Parties acknowledge and agree with the importance of using commercially reasonable efforts to achieve the respective timelines, and Ceridian will advise Client as soon as possible if any action or omission on the part of Client is delaying Ceridian's ability to perform the Implementation Services and may impact the anticipated Go Live Date (and Client shall not be entitled to any compensation or relief for loss resulting from a failure to meet such estimated timeframes).

## 1. Executive Summary

Client has engaged Ceridian to implement and provide education and training for the following bundled Subscribed Modules:

- Dayforce Core (Includes Core Elements and HR-& Self Service)
- Dayforce Payroll
- Dayforce Time and Attendance
- Dayforce Wallet
- Dayforce Single Sign On

For the following population:

- 1,100 Employees in the United States

## 2. Implementation Methodology and Fixed Fee Basis

Ceridian determines the scope of work, timelines and fixed Fees for Implementation Services on the basis that:

- The project will be delivered continuously in a single phase in accordance with the project plan;
- There will be adherence to Ceridian's Activate methodology and tooling, as described in this Section 2;
- There will be appropriate resource coverage and commitment to execute the planned activities, as described in Section 3;
- The Services will be delivered to fulfill the Dayforce functionality as defined in Section 4.

Any delays or phased rollout may impact the One Time Fees and could result in a complete work stoppage until resources can be reassigned.

The tasks, duties, responsibilities, and deliverables to be provided by Ceridian to Client in conjunction with the Implementation Services will be provided utilizing the methodology described below. Note: activities within each stage may be adjusted to reflect project scope, and/or complexity. Not all activities apply to all projects. Adjustments, as may be required, will be identified during the Initiate stage.

| | | Primary Responsibility | |
|---|---|---|---|
| **Stage** | **High-Level Task** | **Ceridian** | **Client** |
| Initiate | Project teams assigned | X | X |
| | Establish project roles and responsibilities | X | X |
| | Establish project governance with one weekly governance call | X | X |
| | Client PM, Super Users and Power Users complete required training | | X |
| | Provide data in required templates provided by Ceridian | | X |
| | Create CONFIG environment with data provided in required templates | X | |
| | Document integration and data conversion requirements, as appropriate | X | X |
| | Provide access to pre-production environments. Included as standard are two (2) pre-production environments: (1) CONFIG (accessible by Ceridian and Client, generally used for application configuration and testing), and (1) STAGE (accessible by Ceridian and Client, generally used for solution refinement). The CONFIG and STAGE environments (including all data) will be decommissioned after a period of sixty (60) days from the Go Live Date. In the case of a phased implementation, the CONFIG and STAGE environments will remain in place until the Go Live Date of the last phase of the project. | X | |
| Model | Complete requirements validation and solution design | X | X |
| | Develop solution design document | X | |
| | Create Client-specific test cases for user acceptance testing (UAT), and integration testing | | X |
| | Finalize and sign-off on solution design document | X | X |
| | Complete role-specific training curriculum | | X |

| | | | |
|---|---|---|---|
| Refine | Complete configuration of solution and execute Ceridian test cases | X | |
| | Prepare day in the life scenarios for testing | | X |
| | Execute day in the life scenarios and document feedback | | X |
| | Refine solution based on test/day in the life results vs. requirements, and confirm results with Client | X | |
| | Execute Client-specific test cases to append to Ceridian test cases for UAT and integration testing and document test results | | X |
| | Complete final data loads and audit for parallel testing and go-live | X | X |
| | Conduct parallel payroll testing and document discrepancies | | X |
| | Address Client's parallel payroll testing results through triage and resolution of Client's documented issues | X | |
| Experience | Complete organizational go-live preparedness activities | | X |
| | Prepare production environment | X | |
| | Support two (2) live production runs through triage and resolution of Client's documented issues | X | |
| | Transition Client to Ceridian Customer Support | X | |

On or after the Go Live Date, upon written request by Client via the Help Desk for Support, Ceridian will provide access to one (1) TEST environment (accessible by Ceridian and Client). The TEST environment will be decommissioned by Ceridian upon fifteen (15) days' prior written notice to Client should there be no activity for a period of sixty (60) days. Client may at any time request that the TEST environment be recommissioned via the Help Desk for Support.

**3. Ceridian and Client Roles and Responsibilities**

To facilitate the successful delivery of the Implementation Services, Client and Ceridian will ensure the appropriate individuals are assigned and available, as applicable, to fill the following roles with the associated responsibilities. Depending on project scope, not all projects will require separate individuals for all roles and/or responsibilities. Roles and responsibilities by individual will be confirmed and agreed upon by both Parties during the Initiate stage.

| Ceridian Role / Responsibilities | | Client Role / Responsibilities | |
|---|---|---|---|
| Project Sponsor | • Provide overall direction and management support for the Implementation team and actively participate in project governance<br>• Allocate named necessary resources prior to project kickoff and adjust as required throughout the project<br>• Participate in executive updates to ensure organizational alignment<br>• Monitor project progress and address project escalations in a timely manner | Project Sponsor | • Provide overall direction and management support for the project team and actively participate in project governance<br>• Allocate named necessary resources prior to project kickoff and adjust as required throughout the project<br>• Participate in executive updates to ensure organizational alignment<br>• Monitor project progress and address project escalations in a timely manner<br>• Make business decisions in a timely manner |
| Project Manager | • Develop, maintain and track progress against the project plan and associated logs (risk log, issues log)<br>• Manage milestone schedule with Client<br>• Manage Implementation team resources and deliverables<br>• Report on project status through meetings and reports, including project risks and issues with mitigation plans<br>• Facilitate communication between project teams<br>• Act as a central point of contact for all day-to-day activities<br>• Monitor project scope and lead and manage change control activities<br>• Facilitate Client's access to training | Project Manager | • Participate in development and update of project plan and associated logs (risk log, issues log)<br>• Manage Client project team and third-party resources and deliverables<br>• Facilitate communication between Ceridian, Client and third-party resources<br>• Provide input to project status reports and participate in meetings<br>• Act as a central point of contact for all day-to-day activities from all locations and/or business areas<br>• Represent Client in change control activities<br>• Provide consolidated testing results per Ceridian's methodology and format and per the project schedule<br>• Plan and manage rollout strategy and logistics<br>• Develop and manage the execution of an organizational readiness plan |
| Implementation Consultant(s) | • Ensure initial instance is set up and that initial back office data entry is complete<br>• Lead requirements gathering/validation and documentation throughout the implementation<br>• Facilitate completion of data load templates<br>• Provide implementation best practices to leverage features and functionality<br>• Lead solution design, configuration, quality assurance, review and refinement<br>• Lead and execute required Ceridian testing and share Ceridian testing output with Client<br>• Review Client-specific test cases<br>• Support Client testing, parallel processing and data audit activities through issue triage and resolution of Client documented issues and defects<br>• Provide in-depth product and/or domain knowledge as required throughout the project lifecycle<br>• Participate in solution configuration, QA and refinement | Super Users, System Administrators, Power Users, SMEs | • Complete project workbooks and other templates provided by Ceridian to capture requirements<br>• Participate in requirements gathering and validation sessions and validate documented requirements for accuracy and completeness<br>• Confirm access to Ceridian Education Center and training materials<br>• Organize internal participants as required<br>• Validate documentation and configuration outputs and provide sign offs as defined by project plan<br>• Review and approve Ceridian testing outputs with Implementation Consultant(s)<br>• Advise if any requirements have been missed or any test cases are inaccurate<br>• Develop Client-specific test cases<br>• Execute day in the life scenario testing and document feedback: support Ceridian in solution refinement<br>• Execute UAT testing and document results: support Ceridian in issue triage and resolution<br>• Complete role-specific training at appropriate points in the project lifecycle as documented in the Ceridian Education Center training curriculum<br>• Complete rollout of the solution across the organization |

| | | | |
|---|---|---|---|
| | | | • Complete organizational readiness activities<br>• Assume ownership of the configured solution at go-live<br>• Work with Implementation Consultant(s) to complete all required checkpoint milestones and sign offs |
| Data Consultant(s) | • Assist Client through the Getting Started data gathering<br>• Provide guidance around completing the Ceridian data templates | Super Users, System Administrators, Power Users, Data SMEs | • Extract data from source systems and populate initial and subsequent data load templates in Ceridian required format<br>• Extract data from source systems and populate parallel data load templates and final data load templates in Ceridian required format<br>• Ensure accuracy of data from source systems and act as the central point of contact to address data issues in source systems<br>• Assist Ceridian with data mapping |
| Technical Consultant(s) | • Engage with Client and Client's third-party vendors to validate file type, structure and mapping requirements to develop and test exports<br>• Partner with Ceridian Consultant(s) on Dayforce configuration required to support exports<br>• Develop and test exports and document data issues for correction by Client<br>• Migrate Client and third-party vendor approved exports to production environment | Integration SMEs | • Provide contact information for Client's third-party vendors<br>• Participate with Client's third-party vendors in gathering file specifications such as account structure, and file layout<br>• Complete export details tab of project workbooks and other documentation in preparation for exports launch call per project schedule<br>• Engage Client's third-party vendors regarding changes to exports/interfaces<br>• Provide business requirements needed in order for exports to execute successfully<br>• Review and approve file outputs during export testing with Client's third-party vendors and Ceridian Technical Consultant(s), including validation and resolution of data issues |
| Dayforce Education Services | • Provide access to Organizational Readiness Toolkit<br>• Process access to Ceridian Education Center for all registered Client resources<br>• Schedule and deliver Education Consulting sessions, Client exclusive sessions, and custom training sessions, as purchased | Org Readiness Lead | • Develop and execute organizational readiness plan<br>• Register key project team resources and administrators for access to Ceridian Education Center<br>• Monitor ongoing progress of training and organizational readiness activities<br>• Develop and deliver training to end users |
| GL Consultant(s) | • Review and discuss business objectives, GL posting requirements and ensure that the org structure aligns with financial requirements<br>• Advise on Dayforce General Ledger best practices to meet Client's business objectives<br>• Propose solution and configuration options to help Client meet business needs<br>• Guide Client through the appropriate order of features to successfully set up the GL<br>• Assist with troubleshooting issues that arise with testing and reconciliation | GL SMEs | • Provide GL posting requirements, file specifications and file delivery requirements<br>• Maintain timely communication with GL Consultant<br>• Complete GL workbook<br>• Complete micro-training as assigned prior to each meeting<br>• Perform Dayforce General Ledger configuration tasks as assigned<br>• Document and communicate test cases and Day in the Life scenarios to confirm successful setup with Client's Payroll Administrator<br>• Review and approve output of test cases for the GL export file |
| Dayforce Wallet Customer Success Manager | • Work with the Dayforce Wallet Sponsor to determine the starting eligible employee population (and future population phased rollout, if applicable) and create any necessary employee groups for configuration settings<br>• Review Dayforce Wallet configuration settings with Client and facilitate Client's election of such settings in the system<br>• Present available resources to promote the Dayforce Wallet benefits to employees and work with Dayforce Wallet Sponsor to execute a plan | Dayforce Wallet Sponsor | • Ensure On-Demand Pay is configured concurrently with regular payroll as described in this SOW<br>• As part of the implementation, work with the Dayforce Wallet Customer Success Manager to determine the eligible employee population at go-live and plans for a phased rollout (if applicable)<br>• Act as champion for Dayforce Wallet within the Client organization, generally communicating benefits of Dayforce Wallet to Employees, either directly or by leveraging Ceridian-issued educational / promotional materials and helping to identify opportunities to engage the employee population in this regard |

**4. <u>Services, Responsibilities and Deliverables for Implementation of Subscribed Modules and Core Functionality</u>**

The components listed below reflect those components and the corresponding scope that are available with respect to the Subscribed Modules listed in the Order Form. Ceridian will provide access to and implement those components indicated below as included. Additional Fees may apply to any additional Implementation Services requested by Client.

Unless a task, duty, responsibility or deliverable is expressly identified as included below, it is out of scope and will not be provided or performed by Ceridian as part of the Implementation Services. Without limiting the generality of this principle, Ceridian and Client expressly confirm that the following specific items are out of scope:
• Integration to third-party systems other than those identified below;
• Development of Client-specific process maps;
• Development of training materials outside of the education services specified herein;
• Client resource and/or third-party vendor management.

| Component | Description | Scope |
|---|---|---|
| **Dayforce Core Elements** | | |
| Organizational Hierarchy | Configuration of the core organizational hierarchy as defined and documented. | Included |
| Role Security | Configuration of security roles that define what areas of the application users can access and the specific permissions with that access. | Included |

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| Pay Frequencies | Configuration of pay groups that define the frequency of pay for a group of employees as defined and documented. Pay frequency is defined as weekly, bi-weekly, semi-monthly, monthly. Scope assumes an average of five (5) pay frequencies with unique pay period start dates per Territory. | Included |
| HR Administration Configuration | Configuration of Client provided lists for employment status, employment status reasons, pay classes, pay types, relationship types, contact information types, marital status, and employee properties. Includes configuration of new hire role assignment and employee data mapping rules. | Included |
| iOS and Android Applications | Configuration of security roles that define what areas of the mobile application users can access. Employees can download the Dayforce mobile application from Apple's App Store or Google's Play Store. | Included |
| **Dayforce HR & Self Service** | | |
| Administrator Self Service Forms | Configuration of HR specific Administrator level Self Service forms and associated workflow and guided processes screens as listed in the product documentation. | Included |
| Manager Self Service Forms | Configuration of HR specific Manager level Self Service forms as listed in the product documentation, and access to manager and employee form submission history. | Included |
| Employee Self Service Forms | Configuration of HR specific Employee level Self Service forms as listed in the product documentation, and access to form submission history. | Included |
| Workflows | Configuration of standard HR specific workflows defined as follows: commit to database, single approval, double approval, and conditional workflow. | Included |
| Guided Processes | Configuration of wizard-like collections of HR specific forms with configurable start and end messages to manage work and life events. | Included |
| Letter Management | Consultation on configuration and utilization of Dayforce Letter Management with Client's HR administrator through up to 2 scheduled weekly sessions. Each session includes Ceridian guidance and best practices. | Included |
| TeamRelate | Enablement of TeamRelate feature (English only), which allows employees to complete a TeamRelate survey, view their profile and the profile of other employees. Provides manager visibility into employee and team profile information, including communication styles, core convictions, and tips to help promote employee engagement. | Included |
| **Dayforce Entitlements and Time Away From Work** | | |
| Entitlements | Configuration of rules that control how employees earn balances that represent their benefits, such as vacation, holiday time or personal days. Scope assumes up to 7 policies per Territory which are applied to employee populations (example; salaried, hourly, hourly exempt), and assumes a commonality/reusability factor of 20%. | Included |
| Time Away from Work | Configuration of time off policies to define parameters on how to request time off. Setup of time away from work form and manager approval. | Included |
| **Dayforce Onboarding** | | |
| Onboarding | Consultation on configuration and utilization of Dayforce Onboarding with Client's onboarding administrator(s) through up to 10 scheduled weekly sessions for all Territories referenced in the Executive Summary. Each session includes guidance and best practices. Onboarding functionality is only available when Dayforce is the HR system of record. | Included |
| **Dayforce United States and Canada Payroll** | | |
| Payroll Codes | Configuration of earning and deduction groupings that can be utilized for earnings or deduction calculations, pre-defined tax methods built in for compliance purposes, configurable limits and declining balances, arrears tracking and recovery. Configuration of earnings, deductions, memo calculations, and taxable benefits. | Included |
| Payroll Self Service Forms, Workflows and Guided Processes | Configuration of Payroll Specific Administrator, Manager and Employee level Self Service forms and associated workflows and guided processes screens as listed in the product documentation. | Included |
| Legal Entities | Configuration of legal entities (FEIN, CRA#) for the proper calculation and remittance of tax filing. Includes federal, state/provincial, local, and other employer and employee taxes. | Included |
| Employer Bank Accounts | Configuration of bank account information from which Client will fund payments for Client payroll. | Included |
| Deferred Compensation / RRSP and Pension Plans | Configuration for calculation of deferred compensation plans including RRSPs, Pension Plans, 401(k) and 403(b), Roth, catch-up and employer matches. | Included |
| Workers Compensation | Configuration of Workers Compensation accounts and rates, linking of those rates to jobs and positions, and creating associated Workers Compensation reporting. | Included |
| Third Party Payments | Configuration of third-party payees. | Included |
| Year End | Configuration of access to year end processing and year end documents, and filings. | Included |
| Payroll Production Reports | Enablement of standard payroll production reports and storage of a rolling thirty-six (36) months of the payroll production reports. Creation of Client-specific payroll production reports are not included. | Included |
| Payments to Non-Employees (Pensioners or Contractors) | Configuration of 1 additional pay group and legal entity for the explicit use of payments to contractors and configuration of 1 additional pay group and legal entity for the explicit use of payments to pensioners. | Included |
| Payroll Setup | Enablement of payroll properties in support of On-Demand Pay for each applicable pay group. (US and CA only) | Included |
| iOS and Android Applications | Enablement of the user access on the mobile application. (US and CA only) | Included |

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| Employee Profile | Enablement of settings on the Employee Profile for all On-Demand Pay users. (US and CA only) | Included |
| Onboarding | Enablement of Dayforce Wallet in the employee onboarding process. (US and CA only) | Included |
| **Dayforce Time and Attendance** | | |
| Scheduling | Configuration of shift rotations as documented. Consultation on scheduling best practices for both manual and rotation-based scheduling techniques. | Included |
| Pay Policies | Configuration of pay policies that define the assignment of pay rules and qualifiers to employees. Standard pay policies include regular time and overtime. Scope assumes an average of 5 pay policies per Territory with a commonality / reusability factor of 10%. | Included |
| Punch Policies | Configuration of punch policies that define an employee's time entry method and any optional rules and validation to be applied when an employee records working time. Standard punch policies include Salary, Hourly and Hourly Exempt. Scope assumes an average of 5 punch policies per Territory and a commonality / reusability factor of 50%. | Included |
| Time and Attendance Self Service Forms, Workflows and Guided Processes | Configuration of Time and Attendance specific Administrator, Manager and Employee level Self Service forms and associated workflows and guided processes screens as listed in the product documentation. | Included |
| Employee System Access | Consultation of Self-Service features that are in scope: Availability, Messaging and Alerts, Schedule Access, Timesheet Access, Employee Self Service Clock, and Time Away from Work Request screen. Ceridian will enable pertinent features as documented in the solution blueprint. | Included |
| Schedule Compliance | Configuration of employee policies, schedule alerts and warnings to facilitate compliance with legislative and company policies. | Included |
| Projects | Enablement of Projects functionality. Consultation through up to 3 scheduled sessions on how to define start/end dates, budget in hours or dollars and assignment to an area of the organization. | Included |
| Attendance Tracking | Configuration of attendance policies to define attendance incidents, how the occurrence of these incidents cause attendance violations, and the action to be taken for these violations. | Included |
| Shift Trading | Configuration of shift trading policies to define which employees can make shift trades, swaps, or re-trades with or without supervisor approval. | Included |
| **Dayforce Education Services** | | |
| Dayforce Essentials Org Readiness Toolkit | Provide access to a set of tools for building and executing .the Client's organizational readiness plan. The tools include introductory role-based videos, sample email announcements, sample job aids, communications and training project plan templates. | Included |
| Dayforce Education Consulting Services | One-on-one informal training/coaching via onsite or virtual delivery (as purchased) on specific tasks/processes as identified by Client. Training/coaching is limited to tasks such as transaction processing, explanation of Dayforce product concepts and processes, and minor administration or configuration updates. Access to training environments or training manuals are not included. Participants must meet pre-requisite knowledge either through attending Dayforce training or equivalent work experience. | Included |
| **Platform/Technical** | | |
| Client Verified Single Sign On | Provide user authentication with Client's SAML 2.0 or ADFS Identity Management Solution where Client acts as the identity provider. | Included |
| **Integration** | | |
| Interface Configuration | Configuration of interfaces within the framework of the Dayforce application. Scope assumes APIs or Web Services will be leveraged to the extent available. Scope assumes Client will consume and configure APIs and / or Web Services made available by Ceridian<br><br>At project kickoff, Client and Ceridian will agree mutually on the named exports required to support accurate production runs at go-live. Client will provide contact information for named individuals for each third-party vendor no later than five (5) Business Days after project kickoff.<br><br>For all exports from Dayforce to Client and / or third-party systems, Ceridian will produce exports as supported by Dayforce functionality per Client and / or third-party specifications and collaborate with Client and Client's third-party vendors to perform system integration testing. Loading historical hours for the purpose of FMLA eligibility reporting via an export file is out of scope<br><br>Client is responsible for third party platform configuration requirements and ensuring platform availability at time of implementation. Client will adhere to Ceridian integration specifications Client is responsible for the management of vendor response time as it impacts file deliveries.<br><br>For all imports from source systems to Dayforce, Client and / or Client's third-party vendors will extract data from source systems, create files for import into Dayforce, adhering to Dayforce import specifications and participate with Ceridian to perform system integration testing. Imports that do not adhere to Dayforce import specifications are subject to additional Fees. | Up to 1 Imports Included<br>Up to 1 Contribution Exports Included. Example: Pension, 401K, RRSP, Superannuation, Personal Retirement Savings Account, KiwiSaver<br>Up to 0 Other Exports Included |
| Standard Ceridian Integrations | Up to 25 hours of consultation is included for any of the standard Ceridian integrations. Ceridian will work with Client to assist in enabling Ceridian's pre-built connectors. Client is responsible to complete the required configuration to use Ceridian's pre-built connectors in Dayforce as well as in the vendor systems. Client will provide contact information for named individuals for each third-party vendor within five (5) Business Days after project kickoff.<br><br>Client is responsible for third-party platform configuration requirements and ensuring platform availability at time of implementation. Client will adhere to Ceridian integration specifications. Client is responsible for the management of vendor response time as it impacts delivery. | ESVS Integration (for US and CA only) |

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| Client-Specific General Ledger Export | Consultation with named Client resource responsible for maintaining and posting payroll data to Client's financial system. Through a series of scheduled sessions Ceridian will educate Client resource on general ledger configuration and will provide guidance and best practices to enable the maintenance of the general ledger export from Dayforce. Client will complete required training prior to each scheduled session.<br>The number of GL exports is determined by the number of unique file specifications that Ceridian will be required to configure.<br>If Client does not engage or dedicate the required time in line with the payroll implementation cycle, it may result in the GL export(s) not being ready for the Client's first payroll commit and may be subject to additional Fees. Live Membership is required to access all training materials. | Up to 1 Included |
| **Data Conversion Consulting Services** | | |
| Data Conversion Consulting Services | Data conversion consulting services to assist Client in preparation of data conversion files. Consulting services include a high-level overview of Dayforce import specifications, and assistance with mapping Client's existing data to Dayforce import specifications. Ceridian will provide guidance, best practices, answer questions and provide documentation where available.<br>Client shall provide data, as specified by Ceridian, sufficient to meet Dayforce import file specifications. All data must be provided in the correct Dayforce specification format and layout template. Data must be provided for each load as required by the project plan. If data is being consolidated from multiple sources, it is Client's responsibility to consolidate the multiple sources into a single import file.<br>Client will provide import data for conversion in the correct format and layout template, assist with the mapping process, validate, test and audit the conversion files prior to loading into the Dayforce application, and provide the completed file conversion acceptance form upon successful conversion of the data.<br>If Client does not provide all required conversion data or fails to provide the required data per the agreed upon schedule, additional Fees may apply. | Included |
| Core Current Conversion | Import of formatted files containing current record for active and current year terminated employee data based on first live pay in Dayforce. This includes Core employee information, Employee demographic information, Work Assignment, Employment Status, Confidential Information, Emergency Contact, Direct Deposit, Current Employee Tax Parameters, Employee Elections, Current Year to Date Payroll information, and Employee outstanding balances, as provided by Client and meeting Ceridian's conversion file specifications. An external data source is defined as the HR, payroll or benefits system that Client will be converting to Dayforce as the system of record. | Active and Current Year Terminated Employees Included. Up to 5 external data source(s) included. |
| HR History | Import of prior years of HR history data for Job, Compensation, and Employment Status for active and current year termed employees as provided by Client and meeting Ceridian's conversion file specifications. HR history must be provided at the same time as the Core Conversion data is provided, and must be provided for each phase. Ceridian cannot load HR history separately. Years of history is calculated from the date of the first live pay in Dayforce. | Not Included |
| HR History, Previously Termed Employees | Import of previous year(s) termed employee's HR history data for Job, Compensation, and Employment Status for employees as provided by Client and meeting Ceridian's conversion file specifications. HR history must be provided at the same time as the Core Conversion data is provided and must be provided for each phase. Ceridian cannot load HR history separately. Years of history is calculated from the date of the first live pay in Dayforce. | Not Included |
| Earning Statements | Import of prior years' non-reportable earning statement / payslip data for employees as provided by Client and meeting Ceridian' conversion file specifications including running YTD totals for earnings, deductions, taxes, and gross pay. (US and CA only) | Not Included |
| Garnishment | Import of current employee garnishments for active employees as provided by Client and meeting Ceridian's conversion file specifications. (US and CA only) | Not Included |

**5. <u>Acknowledgment Regarding Mid Quarter Start for US Payroll</u>**

Client acknowledges that a mid quarter start for first US payroll commit is only available if Client meets the qualifying criteria reasonably established by Ceridian. If Client qualifies, Client will be required to provide all additional data which meets Ceridian's conversion specifications. This data includes year to date payroll information accurate to the last complete quarter and current quarter to date payroll information containing Employee and employer taxable wages, wages to limit, and tax detail for each tax category. Client will also be required to provide Employee 12th day counts, weeks worked, hours worked, and other tax related information for the open quarter, as required by Client's state, and in accordance with Ceridian's specifications. Such data is required prior to Go Live Date, on a delivery date reasonably agreed to by the Parties. Client will be fully responsible and liable for any tax variation in any of the tax jurisdictions involved, and will be solely liable for any reconciliation due to any tax violation.

CERIDIAN

**ATTACHMENT TO ORDER FORM**

**STATEMENT OF WORK**

**DAYFORCE YEAR 1 SERVICE**

| **CLIENT INFORMATION** | |
|---|---|
| Client Name<br>City of Independence | the "Client" |

This is the Statement of Work ("SOW") for Dayforce Year 1 Services as contemplated in the Order Form made between Ceridian and Client. Where Dayforce Year 1 Plus Service is purchased, such Service includes everything stated herein with the applicable adjustments, as indicated. Client hereby engages Ceridian to provide the Services as more particularly described in this SOW, for the Fees set out in the Order Form. Capitalized terms not defined in this SOW shall have the meanings ascribed to them in the MSA.

**1. Services, Responsibilities, and Deliverables**

The Services consist of analysis, configuration, and deployment of the work products identified below in support of Client's Subscribed Modules. The Services are to be performed over the period of twelve (12) months from project kickoff, which will take place following Client's transition to Support (if applicable).

(i) In Scope Work: Where reasonably possible, Ceridian will deliver the following:

| **Activity** | **Description** | **Deliverable** |
|---|---|---|
| Report modification or development | Ceridian will provide a) modification to two (2) Ceridian-delivered reports or b) creation of one (1) new custom report.<br><br>If creation of a new report is requested, the report format to be delivered will be a column-based or equivalent style report with headings, data, subtotals, and grand totals.<br><br>Ceridian will develop a supporting Software Requirements Specification document ("SRS") to document proposed report(s). Report requirements definition, configuration, testing, and development effort is not to exceed twenty-four (24) hours annually.<br><br>Report analysis or development will not be performed during the last three (3) months of the applicable tax year. | SRS<br><br>Modification of two (2) reports OR creation of one (1) new report. |
| Form modification or development (only applicable if Dayforce Year 1 Plus is purchased) | Ceridian will provide a) modification to two (2) Ceridian-delivered forms or b) creation of one (1) new custom form leveraging Ceridian's Dayforce form builder.<br><br>Ceridian will develop a supporting SRS to document proposed form(s). Form requirements definition, configuration, testing, and development effort is not to exceed twenty-four (24) hours.<br><br>Form analysis or development will not be performed during the last three (3) months of the applicable tax year. | SRS<br><br>Modification of two (2) forms OR creation of one (1) new form. |
| Quarterly upgrade strategy and testing review and assistance | Ceridian will provide consulting assistance and best practices guidance around upgrades to Client's Ceridian Dayforce Production and TEST environments.<br><br>Upgrade strategy and testing review and assistance is not to exceed six (6) hours (for Dayforce Year 1 Plus, not to exceed six (6) hours each quarter). | Create and document recommended upgrade review and testing plan. |
| Quarterly Entitlement, Payroll, WFM configuration review and assistance (only applicable if Dayforce Year 1 Plus is purchased) | In consultation with Client, Ceridian will identify requested changes to Client's existing Ceridian Entitlement, Payroll or Workforce Management solutions. Ceridian will develop a supporting SRS to document proposed changes. Upon approval by Client, Ceridian will configure changes in Client's TEST environment and upon approval from Client Ceridian will migrate changes in Client's Production environment. Testing is a Client responsibility.<br><br>New Entitlement, Payroll or Workforce Management configurations are excluded from the Services and will be supported via Ceridian's standard Professional Services process, if requested by Client.<br><br>Quarterly configuration review and assistance is not to exceed eight (8) hours each quarter. | SRS<br><br>Configure changes in Client's TEST environment.<br><br>Migrate changes in Client's PROD environment. |
| General configuration review and assistance | In consultation with Client, Ceridian will identify requested changes to Client's existing Ceridian solutions. Ceridian will develop a supporting SRS to document proposed changes. Upon approval by Client, Ceridian will configure changes in Client's TEST environment and upon approval from Client, Ceridian will migrate changes in Client's Production environment. Testing is a Client responsibility.<br><br>General configuration assistance can be used in conjunction with any of the items listed herein or quarterly general configuration assistance can be used for any other configuration changes desired.<br><br>New configurations are excluded from the Services and will be supported via Ceridian's standard Professional Services process, if requested by Client. | SRS<br><br>Configure changes in Client's TEST environment.<br><br>Migrate changes in Client's Production environment. |

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| | General configuration review and assistance is not to exceed thirty-two (32) hours annually. | |
| Year-End and T4/W-2 Preparation (only applicable if Dayforce Payroll is purchased for the United States and / or Canada; not applicable to Dayforce Managed Services) | In consultation with Client, Ceridian will work with the customer to review the standard, delivered year-end tax reports. Ceridian will assist in advising Client on changes required based on information regarding issues/errors provided in the reports<br><br>Reports to be reviewed include (as applicable):<br>• T4 reports<br>• Canada Wage and Tax report<br>• W-2 exception report (as applicable)<br>• US Wage and Tax report (as applicable)<br>• 1099 report (as applicable)<br><br>Ceridian will not be responsible for making any necessary adjustments to the employee records within the scope of these Services. If assistance is required, a Change Request may be required.<br><br>Year-End and T4/W-2 Preparation is not to exceed eight (8) hours annually. | Review with Client the results from the identified reports and assist client in developing an action plan for remediating potential issues identified. |
| Year-End and P11d preparation and P60 publishing (only applicable if Dayforce Payroll is purchased for the United Kingdom) | In consultation with Client, Ceridian will work with the customer to review the standard, year-end tax reports. Ceridian will assist in advising Client on changes required based on information regarding issues/errors provided in the reports. P60s cannot be changed. Any updates to Employees' YTDs have to be done within the current tax year.<br><br>Reports to be reviewed include (as applicable):<br>• P60's<br>• Payroll Summary YTD<br>• P11d (as applicable)<br><br>Ceridian will not be responsible for making any necessary adjustments to the employee records within the scope of these Services. If assistance is required, a Change Request may be required.<br><br>Year-End and P60/11d preparation is not to exceed twenty-four (24) hours annually. | Review with Client the results from the identified reports and assist client in developing an action plan for remediating potential issues identified. |
| Open Enrollment configuration (only applicable if Dayforce Benefits is purchased for the United States and / or Canada) | In consultation with Client, Ceridian will configure, test and deploy Client's upcoming Plan Year Open Enrollment (OE) solution. Ceridian will develop a supporting SRS to document proposed solution. Upon approval by Client, Ceridian will configure changes in Client's TEST environment and upon approval from Client Ceridian will migrate changes in Client's Production environment. Testing is a Client responsibility.<br><br>Development of, or modification to, carrier feeds is outside the scope of these Services<br><br>Ceridian's Open Enrollment configuration and any supplemental carrier feed efforts must begin a minimum of sixty (60) days prior to Client's enrollment period. Open Enrollment and/or carrier feed development will not be performed between the period of October 1 and December 31, inclusive. | SRS<br><br>Configure changes in Client's TEST environment.<br><br>Migrate changes in Client's Production environment. |
| Benefit configuration (only appliable if Dayforce Benefits is purchased for the United Kingdom) | In consultation with Client, Ceridian will configure, test and deploy Client's rate plan updates / create new plans (if applicable). Ceridian will develop a supporting SRS to document proposed solution. Upon approval by Client, Ceridian will configure changes in Client's TEST environment and upon approval from Client Ceridian will migrate changes in Client's Production environment. Testing is a Client responsibility.<br><br>Benefits update is not to exceed forty (40) hours annually. | SRS<br><br>Configure changes in Client's TEST environment.<br><br>Migrate changes in Client's Production environment. |
| ACA configuration (only applicable if Dayforce Benefits is purchased for the United States; not applicable to Dayforce Managed Services) | Ceridian will assist Client to configure, test and deploy Client's ACA solution. Ceridian will develop a supporting SRS to document the proposed solution. Upon approval by Client, Ceridian will configure changes in Client's TEST environment and upon approval from Client Ceridian will migrate changes in Client's Production environment. Testing is a Client responsibility.<br><br>Client's prior year ACA data must exist within the Dayforce solution. Ceridian will not be responsible for missing, incomplete or incorrect ACA-related data. Loading or validating Client's ACA-related data is excluded. | SRS<br><br>Configure changes in Client's TEST environment.<br><br>Migrate changes in Client's Production environment. |
| Benefits carrier feed configuration (only applicable if Dayforce Benefits is purchased | Ceridian will provide a) modification to three (3) standard-delivered carrier feeds or b) creation of one (1) new custom carrier feed (if certified). | SRS |

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| for the United States and/or Canada) | If creation of a new custom carrier feed is requested, the report format to be delivered will be a column-based or equivalent style report with headings, data, subtotals, and grand totals.<br><br>Ceridian will assist Client to configure, test and deploy Client's carrier feed. Ceridian will develop a supporting SRS to document the proposed solution. Upon approval by Client, Ceridian will configure changes in Client's TEST environment and upon approval from Client Ceridian will migrate changes in Client's Production environment. Testing is a Client responsibility.<br><br>Carrier feed is not to exceed thirty-five (35) hours annually. | Configure changes in Client's TEST environment.<br><br>Migrate changes in Client's Production Environment. |

(ii) Out of Scope Work: Unless an activity or deliverable is expressly set forth under "(i) In Scope Work" above, it is considered out of scope and will not be provided or performed by Ceridian.

**2. <u>Assumptions and Client Duties and Responsibilities</u>**

The Fees and estimated timelines are based on the following assumptions:

- Client will provide Ceridian with access to Client team members and stakeholders to support the Services and they will actively participate. Failure to provide Client team members may have adverse impacts upon service deliverables or dates;
- Client will provide access to Client's Ceridian TEST and Production environments;
- The Services are to be performed remotely. If Client requires onsite services, the Parties must agree to same in writing. Client agrees to pay for Ceridian's travel, lodging, meal and associated expenses. Client will provide Ceridian with appropriate meeting space and company property (e.g. projector, white board, etc.) for onsite meetings;
- Personnel assigned to meetings and workshops will actively participate, per the mutually agreed upon schedule;
- Client is responsible for managing their team members and stakeholders activities, deliverables, and dates in support of this SOW;
- Ceridian is not responsible for Client's lack of participation or inaccurate information provided to Ceridian.

Ceridian will not assume any liability for Client's interpretation of applicable law or regulations as a consequence of Ceridian providing the Services specified in this SOW, and Client remains solely responsible for all decisions affecting its employees and for using the Services in accordance with applicable law, professional guidelines, and privacy requirements in all jurisdictions where it operates. Client shall monitor changes to those laws applicable to Client's business, interpret applicable laws and regulations, determine requirements for compliance and notify Ceridian of any changes required as a result of such laws. Client shall conduct regular audits of Client's use of the Services. Client acknowledges and agrees that the Services do not constitute and shall not be relied upon by Client, as legal or financial advice. Client will not rely solely on its use of the Services to meet its compliance obligations.

**3. <u>Fees</u>**

(i) Client shall pay to Ceridian the monthly Recurring Fees set forth in the Order Form which will be invoiced and payable monthly in advance, commencing as of project kick off. Notwithstanding anything to the contrary in the Agreement, the Services shall not continue after the end of the twelve (12) month period.

(ii) In addition to the Fees, Client shall reimburse Ceridian for all expenses, if any, (and in accordance with Ceridian's expense policy and approved by Client) incurred in connection with the provision of the Services, including travel, accommodation and meals.

CERIDIAN

**ATTACHMENT TO ORDER FORM**
**STATEMENT OF WORK**
**DAYFORCE INDUSTRY SOLUTIONS SERVICES**

| **CLIENT INFORMATION** | |
|---|---|
| Client Name | |
| City of Independence | the "Client" |

This is the Statement of Work ("SOW") for Dayforce Industry Solutions as contemplated in the Order Form made between Ceridian and Client. Where Dayforce Industry Solutions are purchased, such Services include everything stated herein with the applicable adjustments, as indicated. Client hereby engages Ceridian to provide the Services as more particularly described in this SOW, for the Fees set out in the Order Form. Capitalized terms not defined in this SOW shall have the meanings ascribed to them in the MSA.

**1. Services, Responsibilities, and Deliverables**

The Services are to be performed on a project basis, with the support and maintenance services continuing throughout the Client's Service Term. For greater certainty, should Client request new or additional Services to the completed Services after the project is complete, Client must execute an additional Order Form to purchase such services.

(i) In Scope Work: The Services include building new rules and / or functionality that will be used in conjunction with the existing Dayforce policies. Ceridian will deliver the following, at the direction of Client:

| **Component** | **Description** | **Scope** |
|---|---|---|
| Dayforce Union Pay Extension | The Dayforce Union Pay Extension is the configuration of a collection of rules and qualifiers that determine how an employee's pay is to be calculated when time is entered on the timesheet as specified by the Client related to requirements in union contracts and / or local collective bargaining agreements.<br><br>Additional logic may be included (as documented by the Parties in the Extension Blueprint document) to address other types of pay as directed by the Client including retroactive pay calculations, union reciprocity rules, wage rate comparisons, overtime rules and exceptions, weighted overtime calculations, leave accrual rules and exceptions, fringe calculations and application, tech / flag / step / progression rules, or other union-specified requirements. | Creation of up to 7 union rules and / or qualifiers are included. |
| Dayforce Variable Pay Extension | The Dayforce Variable Pay Extension is the configuration of a collection of rules and qualifiers that determine how an employee's pay is to be calculated when time is entered on the timesheet as specified by Client's pay policies.<br><br>Variable pay polices may include (as documented in the Extension Blueprint document) calculations to address piece-rate wage calculations, production pay calculations, complex bonus or commission logic, tips / tokes pooling, tips/tokes sharing, tip-to-minimum wage logic, wage parity logic, etc., as specified by Client. | Creation of 3 policies and / or rules are included. |
| Dayforce Advanced Data Extension | The Dayforce Advanced Data Extension is the configuration to produce reports, datafiles and / or data input or output interfaces related to the union, prevailing wage, and / or variable pay extensions which are not able to be produced by standard Dayforce reporting tools or APIs.<br><br>Typical inputs / outputs (as documented in the Extension Blueprint document include Point of Sale interfaces, ERP interfaces, job cost allocations, salary allocation, leave allocation, grant allocation, union reporting, electronic certified payroll reporting (e.g., LCP Tracker, eMars, Elation, etc.). Input interfaces must be produced by Client and meet formats specified by Ceridian. Outputs will be produced in the format required by Client to the extent supported by Ceridian. It is the responsibility of Client to identify any required data, input and/or output to be configured and to import the results into the third-party platform or application. | Creation of 1 unique input / outputs per month are included. |
| Support / Maintenance | On-going technical support and maintenance to the configured extensions. Ceridian is not responsible for legal or compliance updates to the rules created by Client as part of the Services set forth in this SOW. | Included |

(ii) Client agrees that Ceridian will be the sole and exclusive owner of all Intellectual Property created in connection with the Services set forth in this SOW, including but not limited to any rules or functionality. Such Intellectual Property shall be considered Ceridian Property.
(iii) Out of Scope Work: Unless an activity or deliverable is expressly set forth under "(i) In Scope Work" above, it is considered out of scope and will not be provided or performed by Ceridian.

**2. Assumptions and Client Duties and Responsibilities**

The Fees and estimated timelines are based on the following assumptions:
• Client will provide Ceridian with access to Client team members and stakeholders to support the Services and they will actively participate. Failure to provide Client team members may have adverse impacts upon service deliverables or dates;
• Client will provide access to Client's Ceridian TEST and Production environments;
• The Services are to be performed remotely. If Client requires onsite services, the Parties must agree to same in writing. Client agrees to pay for Ceridian's travel, lodging, meal and associated expenses. Client will provide Ceridian with appropriate meeting space and company property (e.g. projector, white board, etc.) for onsite meetings;
• Personnel assigned to meetings and workshops will actively participate, per the mutually agreed upon schedule;
• Client is responsible for providing any source data from non-Dayforce platforms or applications to Ceridian in a format acceptable to Ceridian;

- Client is responsible for managing their team members and stakeholders activities, deliverables, and dates in support of this SOW;
- Ceridian is not responsible for Client's lack of participation or inaccurate information provided to Ceridian;
- Client is familiar with day to day use of the Subscribed Modules (through relevant Ceridian training or equivalent work experience).

Ceridian will not assume any liability for Client's interpretation of applicable law or regulations as a consequence of Ceridian providing the Services specified in this SOW, and Client remains solely responsible for all decisions affecting its employees and for using the Services in accordance with applicable law, professional guidelines, and privacy requirements in all jurisdictions where it operates. Client shall monitor changes to those laws applicable to Client's business, interpret applicable laws and regulations, determine requirements for compliance and notify Ceridian of any changes required as a result of such laws. Client shall conduct regular audits of Client's use of the Services. Client acknowledges and agrees that the Services do not constitute and shall not be relied upon by Client, as legal or financial advice. Client will not rely solely on its use of the Services to meet its compliance obligations.

**3. Fees**

(i) The Fees have been calculated taking into account the work and materials Ceridian has reasonably estimated will be required to deliver the Services. This estimate has been made by Ceridian in good faith based on the information available to Ceridian at the time of executing the Order Form, including information and representations provided by Client. To the extent that new or additional information becomes available to Ceridian which impacts the estimated Fees, the Parties shall mutually agree to necessary changes to the SOW (including to corresponding Fees).

(ii) Client shall pay to Ceridian the Fees set forth in the Order Form. The Dayforce Industry Solutions Implementation Fee will be invoiced on a time and materials basis (the quantity reflected in the Order Form being an estimate only), billed monthly based on the amount of work completed each month. In the event that Client terminates the Services for any reason whatsoever, Client will be responsible to pay to Ceridian any Fees incurred for hours worked up to the date of termination. The Recurring Fees set forth in the Order Form which will be invoiced and payable in accordance with the payment terms for the Dayforce Subscription Fee.

(iii) In addition to the Fees, Client shall reimburse Ceridian for all expenses, if any, (and in accordance with Ceridian's expense policy) incurred in connection with the provision of the Services, including travel, accommodation and meals.

CERIDIAN

The following terms and conditions are incorporated into the Order Form between Ceridian and Client and form an integral part of the Agreement.

## MASTER SERVICES AGREEMENT

**1. DEFINITIONS AND INTERPRETATION.** As used in this Master Services Agreement:

1.1 *"Affiliate(s)"* means a person that directly or indirectly controls, is controlled by, or is under common control with, a Party, where "control" means the possession, directly or indirectly, or the power to direct or cause the direction of the management policies of a person, whether through the ownership of voting securities, by contract or otherwise;

1.2 *"Agreement"* means this Master Services Agreement and Data Processing Addendum, together with all Order Forms, Statements of Work, Service Particulars, Rate Sheets and other written documents made between Client and Ceridian whether by execution of such document by both Parties or incorporation by reference;

1.3 *"Business Day"* means any day of the year other than a Saturday, Sunday or a statutory or public holiday in the Territory(ies), but only to the extent such term refers to a Service being delivered in respect of such Territory;

1.4 *"Ceridian"* means the Ceridian entity that has signed the Order Form;

1.5 *"Ceridian Contractor"* means any person who is not a Party or an employee of Ceridian, who Ceridian contracts or otherwise engages to assist with or perform any part of the Services;

1.6 *"Ceridian Property"* means, collectively: (i) any and all systems, hardware, software, networks, online content, applications, source codes, specifications, templates, modules, devices, equipment, documentations or other property owned, licensed, leased, produced, designed, created or used by Ceridian as of the Effective Date or thereafter, whether for purposes of providing the Services pursuant to the Agreement or for any other purpose; (ii) all Confidential Information of Ceridian; (iii) all Materials; and (iv) any and all Intellectual Property in any of the foregoing or related thereto;

1.7 *"Client Data"* means any data of Client supplied by or on behalf of Client to Ceridian hereunder, or any such data created as a result of the processing of such data, including any data contained or embodied in Ceridian Property;

1.8 *"Confidential Information"* means any information identified by either Party and/or its Affiliates as "Confidential" and/or "Proprietary", or which, under the circumstances, ought to be treated as confidential or proprietary, including non-public information related to the disclosing Party's (and/or an Affiliate's) business, employees, service methods, software, documentation, financial information, prices and product plans;

1.9 *"Data Processing Addendum"* means the addendum to this MSA together with all annexes thereto that sets forth the terms and conditions pursuant to which Personal Data will be transferred and processed in the framework of the Agreement;

1.10 *"Effective Date"* has the meaning set forth in Section titled "Term";

1.11 *"Fees"* means the fees payable by Client to Ceridian for the Services, as contemplated in Section titled "Fees" below;

1.12 *"Go Live Date"* means in respect of a Service, the Go Live Date as defined in the applicable Service Particulars;

1.13 *"Including"* and *"Includes"* shall, wherever they appear in the Agreement, be deemed to be followed by the statement "without limitation", and neither of such terms shall be construed to limit any words or statement which it follows to the specific or similar items or matters immediately following it;

1.14 *"Intellectual Property"* means all intellectual property rights (including all copyrights, patents, trademarks, trade secrets, industrial designs and know how) and all applications, continuations, extensions, notices, licenses, sublicenses, agreements and registrations thereof in any jurisdiction;

1.15 *"Master Services Agreement"* or *"MSA"* means this master services agreement and any schedules, appendices or other attachments hereto;

1.16 *"Materials"* means all materials, documentation, forms, brochures, tip sheets, posters, and online content furnished by Ceridian to Client, and any derivatives thereof;

1.17 *"Non-software Services"* means Services which are non-software in nature and have a Recurring Fee as identified on the Order Form;

1.18 *"Order Form"* means the applicable order form signed by Client and Ceridian in respect of the Services;

1.19 *"Parties"* means collectively Client and Ceridian, and each is a "Party";

1.20 *"Rate Sheet"* means the applicable Rate Sheet posted on https://clientcontractportal.ceridian.com. Such Rate Sheet items are intended to compensate Ceridian for additional work and/or disbursements as a result of the occurrence of such events (e.g., NSF charge, client stop payment request). Ceridian reserves the right to change the list of items and/or charges on the Rate Sheet from time to time by posting an updated copy on the above site;

1.21 *"Sanctions"* means all applicable economic and financial sanctions laws and regulations imposed, administered, and enforced from time to time by (a) the United States government, including those administered by the United States Department of the Treasury's Office of Foreign Assets ("OFAC") or the United States Department of State, or (b) the United Nations Security Council, the European Union, any European Union member state, Her Majesty's Treasury of the United Kingdom, Australia, or Canada;

1.22 *"Sanctioned Country"* means any country or territory subject to comprehensive Sanctions;

1.23 *"Sanctioned Person"* means (a) any person or entity in any Sanctions-related list of designated persons maintained by OFAC, the United Nations Security Council, the European Union, any member state of the European Union, the United Kingdom, Australia, or Canada, (b) any person or entity operating, organized or resident in a Sanctioned Country, (c) the government of a Sanctioned Country or the Government of Venezuela, or (d) any entity owned or controlled by, or acting for or on behalf of, such person or persons;

1.24 *"Service Particulars"* means the applicable Service Particulars for the Services posted on https://clientcontractportal.ceridian.com at the time of signing the applicable Order Form;

1.25 *"Service Term"* means the term length for a particular Service, as will be expressly set forth in the applicable Order Form;

1.26 *"Services"* means, collectively, the services supplied by Ceridian to Client under the Agreement, as such services are more particularly described in the Service Particulars or a Statement of Work, and each is a "Service";

1.27 *"Software"* means any software program(s) licensed or provided by Ceridian to Client through which the Service will be provided, as such Software may be more particularly described in the Service Particulars or Statement of Work;

1.28 *"Statement of Work" or "SOW"* means the applicable Statement of Work between Client and Ceridian, setting forth in detail the work, services and deliverables to be provided by Ceridian in respect of any professional services work;

1.29 *"Subscription Start Date"* means (i) in respect of the initial Order Form, the date on which Ceridian has provided a Client-specific production environment to the Client; (ii) in the case of a subsequent Order Form, the date on which Client has access (generally by way of access enablement instructions) to any of the Subscribed Modules and/or Services purchased in such Order Form; and (iii) in the case of Non-software Services, the "Go Live Date";

1.30 *"Taxes"* means all sales taxes, value added taxes, goods and services taxes, business transfer taxes, withholding taxes or any other taxes now or hereafter levied or imposed by any governmental authority by reason of or with respect to the provision of the Services to Client, but, for certainty excluding Ceridian's taxes for income derived under the Agreement; and

1.31 *"Territory"* means the territory or territories in respect of which the Services are to be delivered, as identified in the Order Form.

**2. SERVICES**

2.1 Services. Ceridian shall provide the Service(s) to Client as more particularly set forth in the Service Particulars. Client acknowledges and agrees that certain Services or parts thereof may be subcontracted by Ceridian to Ceridian Contractors, including Affiliates of Ceridian. However, regardless of any such subcontract, Ceridian shall remain solely liable for performance of the Services and all of its obligations hereunder.

Affiliates Use. All Services are provided to Client on the strict condition that they are used for Client's own internal business use within the respective Territory or Territories and not for re-sale by Client or for any use by Client that would constitute providing a service for third parties. However, and notwithstanding the above it is agreed that the Services may be used by Client's Affiliates provided that:

2.1.1 the Services are used by Client and/or its Affiliates only within the respective Territory in which Ceridian has agreed to provide such Service;

(a) Client shall remain liable for the acts and omissions of all of its Affiliates as if the acts and omissions were acts and omissions of Client;

2.1.2 any loss or damage arising in connection with the Services incurred by such Client Affiliate shall be actionable by Client as if such loss and damage were incurred by Client, but shall not be actionable by Client's Affiliate directly against Ceridian or any Ceridian Contractor;

(b) such Affiliate shall be deemed to have agreed to comply with all covenants and obligations on the part of Client herein, and agreed that Ceridian shall be entitled to all of the rights and benefits granted herein, as if such Affiliate has been a signatory to the Agreement;

2.1.3 Client shall be liable with the Affiliate for any and all Fees and other charges, arising as a result of such Affiliate's use of the Services, including any consequent increases in transactions, user numbers, set-up requirements, data records or Service provision; and

(c) as a condition of allowing the Affiliate to access or continue to use the Services, Ceridian may, but shall not be obliged to, require the Affiliate to execute such documentation as reasonably required by Ceridian to confirm the Affiliate's agreement to the terms hereof.

2.2 Professional Services. Any work or services to be delivered by Ceridian which are not described in the Service Particulars shall be described in a Statement of Work. The scope of services in a Statement of Work may be amended from time to time upon mutual agreement in writing by the Parties. Ceridian shall assign employees or subcontractors qualified to perform such professional services work, who shall exercise due professional care and competence in the performance of such Services. With respect to such professional Services, Client shall:

2.2.1 furnish qualified personnel to work with Ceridian personnel in the execution of each Statement of Work;

(d) supply adequate resources and information as mutually agreed upon;

2.2.2 notify Ceridian in writing of any request for changes to the Statement of Work; and

(e) review and accept or reject each deliverable within ten (10) Business Days of notification by Ceridian of completion of such work, or within such other time frame (and/or in such manner) as may be expressly contemplated in a Statement of Work, such acceptance not to be unreasonably withheld. Subject to any express acceptance criteria to the contrary set forth in a Statement of Work, each deliverable will be deemed to be accepted by Client on the tenth (10th) Business Day after notification by Ceridian of completion of such work, unless Client has provided Ceridian (within such ten (10) Business Day period) with written notice rejecting such work and specifying the manner in which the deliverable is defective.

**3. TERM AND TERMINATION**

3.1 Term. This Master Services Agreement will become effective when the Order Form is signed by Client and by Ceridian (the "Effective Date"), and shall continue until terminated in accordance with the terms hereof. The Service Term for each particular Service shall commence on the Subscription Start Date and continue for the length of the Service Term expressly set forth in the Order Form.

Termination. The Agreement (or at the option of the Party exercising the termination right, only the affected Service) may be terminated as follows:

3.1.1 by Ceridian, if Client fails to pay any Fees when due (excluding any Fees disputed in good faith in accordance with Section 4.4 below), and such failure continues for a period of fourteen (14) Business Days after Ceridian provides Client with written notice of such breach and expressly refers to the threat of termination therein;

(f) by either Party if the other Party fails to materially perform, or is otherwise in default of, any one or more of its material obligations under the Agreement (except failure by Client to pay Fees, when the provisions of the preceding subsection shall prevail), and fails to remedy such failure within thirty (30) days after receiving written notice of default from the non-defaulting Party specifying the particulars of the breach and expressly referring to the threat of termination under this subsection, or if such breach is of a nature that it cannot be reasonably remedied within such 30-day period, then if the Party fails to commence to remedy such breach within such 30-day period or thereafter fails to proceed diligently to remedy such breach;

3.1.2 immediately by either Party if the other Party is, or is deemed for the purposes of any law to be, unable to pay its debts as they fall due or insolvent, or any corporate action, legal proceedings or other procedure or step is taken against such Party in relation to or with a view to winding-up, dissolution, administration, reorganization (in each case, whether out of court or otherwise) in respect of such Party (or a Client Affiliate receiving Services) or any of its assets, or any analogous procedure or step is taken in any jurisdiction;

(g) immediately by Ceridian, if Ceridian, in its reasonable opinion, determines Client's use of a Service may violate any applicable anti-corruption, anti-bribery, or anti-money laundering, law or regulation (as further set forth in Section 13.5 below);

3.1.3 upon written notice by either Party, if the Service Term for every Service has expired (without being renewed or continuing in accordance with the Service Particulars), or has otherwise been terminated as permitted in accordance with the terms of the Agreement; or

(h) upon written notice by Client, and upon payment by Client of any applicable early termination fee in accordance with the Service Particulars.

**4. FEES AND PAYMENT**

4.1 Fees. Client will pay the Fees plus all applicable Taxes, in the amounts and in accordance with the payment terms and processes set forth in the Order Form, SOW, Service Particulars and/or Rate Sheet. Any Taxes imposed on any transactions between Client and Ceridian contemplated under the Agreement shall be the subject of an additional charge and shall be shown separately on any invoice or similar document together with the required tax registration numbers, and paid by the Party at the same time as the Party pays the amount in respect of which such Taxes are payable. All Fees (and applicable Taxes) for Services provided within the Territory(ies) are the sole responsibility of Client and will be invoiced to, and payable by, a single local Client entity located in such Territory (where Services are provided in more than one Territory, all Fees and applicable Taxes will be collectively invoiced). However, in the event that Services are invoiced to a Client entity from a Ceridian entity outside of the Territory in which Client entity receiving such Services is located, Client entity shall remit payment to the Ceridian entity issuing the invoice and shall be solely responsible to self-assess for all Taxes relating to such Services to the extent such Taxes are not paid to Ceridian. In addition, neither Party shall exercise the right of set-off against any Fees. If Client is entitled to a tax exemption authorized by the applicable tax authorities in the applicable Territory(ies), Client will provide the required documentation to Ceridian, within the specified timeframe, in order for such tax exemption to be applied to invoices. Additionally, as permitted by applicable law, Client will honor a valid exemption certificate provided by Ceridian or other mandated document evidencing Ceridian's exemption from or reduction of withholding tax, as authorized or required by applicable law and work with Ceridian to obtain any

relevant documentation evidencing the foregoing, prior to payment. Client shall provide Ceridian with documentation evidencing any tax withholdings paid to the applicable tax authority.

4.2 Expenses. Client shall, in addition to all Fees, reimburse Ceridian for all reasonable travel, accommodation and meal expenses (in accordance with Ceridian's then current expense policy) incurred in connection with the implementation and provision of the Services. Ceridian will advise Client prior to incurring such expenses and obtain Client's prior approval for same. Travel and subsistence will be charged from the location from which the respective Ceridian employee performing the work is based, to the required place of work, and Ceridian will endeavor to direct staff for most appropriate use of skills and economy of expense.

4.3 Late Fees. Ceridian may charge a late payment fee in the amount of 1% per month for late payments made by Client. Client agrees to pay late payment fees including all costs of collection (including reasonable legal fees and expenses). If Client fails to comply with any of the terms of payment for more than fouteen (14) Business Days after receipt of a written demand for payment (excluding any Fees disputed in good faith in accordance with Section 4.4 below)), Ceridian may, in addition to any other right available to it, suspend performance of all or any part of its Services.

4.4 Good Faith Dispute. In the event of a good faith dispute with respect to any Fees, the payment due date (as it relates to the disputed amount) will not be calculated until the disputed amount has been settled to the satisfaction of both parties, acting reasonably, provided that the Client has given Ceridian written notice of the disputed amount (and the reasons for such dispute)

4.5 Currency. All amounts payable under the Agreement are payable in the currency stated in the relevant Order Form and shall be remitted to Ceridian in that currency.

**5. CONFIDENTIALITY AND PRIVACY**

5.1 Non-Disclosure. Neither Party shall disclose Confidential Information of the other Party except as permitted in accordance with the terms of the Agreement. The receiving Party shall use the same degree of care as it uses to protect its own Confidential Information of like nature, but no less than a reasonable degree of care, to maintain in confidence the Confidential Information of the disclosing Party. The foregoing obligations shall not apply to any information that (i) is at the time of disclosure, or thereafter becomes, part of the public domain through a source other than the receiving Party; (ii) is subsequently learned from a third party that does not impose an obligation of confidentiality on the receiving Party; (iii) was known to the receiving Party at the time of disclosure; (iv) was generated independently by the receiving Party; or (v) is required to be disclosed by law, subpoena or other legal process. Ceridian may transfer Client's Confidential Information to a governmental agency or other third party to the extent strictly necessary for Ceridian to perform its obligations under the Agreement or if Client has given Ceridian written authorization to do so.

5.2 Compliance. Each Party agrees to comply with the Data Processing Addendum.

5.3 Injunctive Relief. The receiving Party acknowledges and agrees that any breach by it or by any of its agents, representatives or employees of the provisions hereof may cause irreparable harm to the disclosing Party and that actual damages may be difficult to ascertain and in any event may be inadequate. Accordingly, in the event of such breach, the disclosing Party shall be entitled to seek temporary and/or permanent injunctive relief against the receiving Party and/or its agents, representatives and employees (in addition to such other legal or equitable remedies as may be available), without the necessity of proving irreparable harm or actual damage to the disclosing Party.

**6. INTELLECTUAL PROPERTY**

6.1 Ownership of Intellectual Property. Each Party shall remain the owner of all Intellectual Property it owns prior to the Effective Date and that which it creates in the performance of its obligations under the Agreement. As between the Parties and vis à vis any third party, Ceridian is and shall remain the sole and exclusive owner of all Ceridian Property and any and all components thereof, whether owned on the Effective Date or acquired thereafter, and Client is and shall remain the sole and exclusive owner of Client Data and any and all components thereof. Forthwith upon the expiration or termination of the Agreement or a particular Service, as the case may be, each Party shall forthwith return to the other Party, all such property in its possession or control relating to Agreement or terminated Service, as the case may be.

6.2 Right of Use. Ceridian hereby grants to Client, starting on the Effective Date and continuing for so long as required for a Service, the right to access and use the Software and such other Ceridian Property as may be required for Client to receive and use the Services internally within the Territory, subject to and in accordance with the following terms:

6.2.1 the Software and Ceridian Property is provided solely for the purpose of enabling Client to receive and use the Services, and without limitation, Client shall not use it in any manner that would be illegal, offensive or damaging to Ceridian or any third party;

(i) Client shall not assign, transfer, sublicense, charge or otherwise deal in, encumber or make available to any third party the Software or Ceridian Property, and any attempt to do so shall be null and void and shall constitute a material breach of the Agreement;

6.2.2 Client is responsible for all activities that occur in the accounts of its employees and agents, and for compliance by such parties with the Agreement, and shall use commercially reasonable efforts to prevent unauthorized access to, or use of, the Services, as well as notify Ceridian promptly of any such unauthorized access or use;

(j) to the extent the Software or Ceridian Property is licensed to, or otherwise in the possession or under the control of, Client, then Client agrees not to modify, merge, copy, disseminate, display, disassemble, reverse engineer, tamper with, or otherwise attempt to decrypt or derive the source code, any trade secrets or any proprietary information or create any applications or any derivative works thereof.

6.3 Indemnity for Infringement. Ceridian will indemnify and hold Client harmless from and against any and all claims alleging that the Services and any Intellectual Property furnished by Ceridian violate any third party's patent, trade secret or copyright, except to the extent that such claims arise from Client's modification of the Services or Intellectual Property or from Client's use of such Services in excess of the provisions set out in this Section 6 (including the use by the Client or its Affiliates out of the Territory). However, Ceridian's liability hereunder shall be conditional upon Client providing Ceridian with timely written notice of any such claim or threat thereof, and the full and exclusive authority for, and information for and assistance with, the defense and settlement thereof. If such claim has occurred, or in Ceridian's opinion is likely to occur, Client agrees to permit Ceridian, at its option and expense, either to procure for Client the right to continue using the Intellectual Property, or replace or modify the same so that it becomes non-infringing. If neither of the foregoing alternatives is reasonably available, Ceridian may immediately terminate its obligations (and Client's rights) under the Agreement with regard to such Intellectual Property (if the Services are deliverable without such Intellectual Property) or terminate the Agreement in its entirety (to the extent Ceridian is not able to provide the Service without such Intellectual Property).

**7. DISCLAIMER OF IMPLIED TERMS**

7.1 The express and limited terms, representations and warranties provided in the Agreement (including in the Software Functionality and Global Use Guide, when applicable) comprise all of the representations and warranties made with respect to the Services, products, Intellectual Property and other items provided, furnished, licensed, leased or otherwise made available or performed to Client by Ceridian pursuant to or in relation to the Agreement. Any further or other warranties or conditions, whether express or implied, contractual or statutory, including any implied warranties or merchantability or fitness for a particular purpose, are expressly excluded to the extent permitted by law.

**8. LIMITATIONS OF REMEDIES**

8.1 Limitation of Liability. To the maximum extent permitted by applicable law, Client agrees that Ceridian's total maximum aggregate cumulative liability (including that of Ceridian's Affiliates and Ceridian Contractors) to the Client, its Affiliates and other related parties (collectively in this Section referred to as the *"Aggrieved Parties"*) for all past, present and future claims, demands, actions, causes of actions, requests, lawsuits, judgments, damages, costs, expenses, prejudices or losses (collectively in this Section referred to as the *"Claims"*) in relation to or arising under the Agreement (whether for breach of contract, strict or

statutory liability, negligence or any other legal or equitable theory) shall be limited to the Aggrieved Parties' actual direct damages and shall not, under any circumstances, exceed, in the aggregate, for all Claims past, present and future, the total amount paid by the Client (and any Affiliates) under the Agreement during the 12 months immediately preceding the loss. This remedy shall be the Aggrieved Parties' sole and exclusive remedy against Ceridian, any Ceridian Affiliate and Ceridian Contractor. However, the above limitation of liability shall not apply to Claims relating to the following:

8.1.1 death or personal injury resulting from that Party's negligence;

(k) that party's fraud, statements made fraudulently or willful misconduct;

8.1.2 any Claim for indemnity by the Client under Section 6.3 (IP Infringement); and

(l) any acts or omissions for which the governing law prohibits the exclusion or limitation of liability.

8.2 Damages Disclaimer. To the maximum extent permitted by applicable law, and notwithstanding anything to the contrary contained in the Agreement, neither Party nor any of its Affiliates shall be liable for any indirect, consequential (including damages for business interruption or loss of business information or data), special, punitive, exemplary or incidental damages, or damages for loss of profits, goodwill, anticipated savings or revenues, arising in relation to or under the Agreement, even if advised of the possibility of such damages or if the possibility of such damages was reasonably foreseeable.

**9. CHANGES TO LEGISLATION**

9.1 In the event of a change to any applicable law or regulation affecting the Services, Ceridian may make changes to the Agreement as are reasonably necessary to address such changes, with thirty (30) days' prior written notice to Client. If, upon notification of the change, Client elects not to continue the Services, then notwithstanding anything to the contrary in the Agreement, Client may terminate the Agreement upon thirty (30) days' prior written notice without penalty or cancellation fees.

**10. NOTICES**

10.1 All notices to the Parties shall be in writing (including fax or similar writing) and shall be sent to Client at the address set forth on the Order Form, and to Ceridian to the attention and address of Client's account representative (if any) or to the local Ceridian service center or to such other address or fax number as either Party may hereafter specify by written notice to the other Party. Each such notice, request or communication shall be effective upon receipt, provided that if the day of receipt is not a Business Day, then the notice shall be deemed to have been received on the next succeeding Business Day.

**11. FORCE MAJEURE**

11.1 Neither Party nor their respective Affiliates (nor Ceridian Contractor) shall be held liable or responsible to the other Party nor be deemed to have defaulted under or breached the Agreement for failure or delay in fulfilling or performing any term of the Agreement (except for the failure to pay money) when such failure or delay is caused by or results from causes beyond the reasonable control of the affected Party.

**12. BUSINESS CONTINUITY PLAN**

12.1 Ceridian covenants, represents and warrants that it has developed, and will keep current a formal business continuity plan which details strategies for response to and recovery from potential disasters that could disrupt Ceridian's operations and timely delivery of the Services.

**13. GENERAL PROVISIONS**

13.1 The Agreement and the Parties' rights and obligations shall be governed by the laws of the state of Missouri.

13.2 Either Party may assign its rights and obligations under the Agreement without the consent of the other Party: (i) to an Affiliate of the assigning Party or to a partnership, limited liability company, joint venture or other similar legal entity, of which at least 50% of the equity interests are owned directly or indirectly by the assigning Party or any parent entity, but no such assignment shall release the assigning Party, and such Affiliate or successor entity shall be jointly and severally liable under the Agreement; or (ii) to any successor to its business, or a substantial part thereof, whether through merger, amalgamation, consolidation, divestiture or sale, provided that the proposed successor entity is not a primary competitor of the other Party. Further, Ceridian may without the consent of Client and without regard to any other limitations set forth in the Agreement, grant a security interest in this Agreement to a Ceridian lender, provided that such grant of security in no way affects or derogates from any of Client's rights under this Agreement. Any other transfer or assignment of the Agreement or any rights hereunder requires the prior written consent of the other Party, which consent may not be unreasonably withheld or delayed. The Agreement shall enure to the benefit of and be binding upon the Parties hereto and their respective successors and permitted assigns. Upon request of the non-assigning Party, any permitted assignee shall execute an agreement in writing with the other Party hereto assuming all obligations of its assignor under the Agreement. Any purported assignment in contradiction of this Section shall be null and void and be of no force or effect.

13.3 In the case of any conflict between the main body of the Agreement which are applicable to all Services, and the terms applicable to only one or more particular Service(s) as set forth in the Service Particulars, Order Form or Statement of Work, the terms of the Service Particulars, Order Form or Statement of Work shall govern, but only with respect to the particular Services and/or Territory to which the Service Particulars, Order Form or Statement of Work relates.

13.4 Client represents and warrants to Ceridian that Client is not a Sanctioned Person, and in connection with all activities conducted pursuant to or in connection with the Agreement, Client will comply with all applicable Sanctions. Without limiting the foregoing, Client represents and warrants that it will not request Services from Ceridian that relate, directly or indirectly, to transactions, dealings, or relationships with or involving a Sanctioned Person, and will not use the Services to benefit, directly or indirectly, any Sanctioned Person, unless such activity is first identified to Ceridian for review and Ceridian, in its sole discretion, specifically approves the activity.

13.5 Client is responsible for its own compliance with laws, regulations and other legal requirements applicable to the conduct of its business, use of the Services and Software, and agrees to comply with such laws, regulations and other legal requirements including applicable (i) anti-corruption and anti-bribery laws, including the U.S. Foreign Corrupt Practices Act 1977, Canadian Corruption of Foreign Public Officials Act and the UK Bribery Act 2010 and (ii) anti-money laundering laws or regulations. Ceridian reserves the right, at any time and without notice, to suspend any Service that Ceridian, in its reasonable opinion, determines Client's use of which may violate applicable law or regulation.

13.6 Client is solely responsible for the accuracy and completeness of all records and information furnished to Ceridian. In no event will Ceridian be responsible for any errors or matters existing prior to the Go Live Date, and any entries made by Client into the system thereafter, and Ceridian shall be entitled to rely solely on the information, authorizations, representations and warranties provided by Client pursuant to the Service Particulars. Ceridian is not obligated to commence providing Services until receipt from Client of all information reasonably required to be received from Client to provide the Services. Client will reimburse Ceridian for the costs of producing any information in Ceridian's possession or control relating to Client's business or employees that Ceridian produces in response to a Client request or court order. Ceridian may dispose of Client's records and data in accordance with Ceridian's data retention policy in effect from time to time (but in compliance with all privacy laws as contemplated in this Master Services Agreement).

13.7 No delay or indulgence by either Party at any time, to enforce any of the provisions of the Agreement, or any right with respect thereto, shall be construed as a waiver of such provision or right, nor shall it prejudice or restrict the rights of that Party. A waiver of its rights shall not operate as a waiver of any subsequent breach. No right, power or remedy conferred upon or reserved for either Party is exclusive of any other right, power or remedy available to that Party and the rights, powers and remedies shall be cumulative.

13.8 The Parties have expressly requested that the Agreement be drawn up in the English language.

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13.9 Any provision of the Agreement which is unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

13.10 Headings in the Agreement are for ease of reference only and will not affect its interpretation.

13.11 If more than one entity has signed the Agreement for the same Party, or an entity has signed for and on behalf of another entity in addition to itself, the covenants of all such entities shall be considered to be joint and several and shall apply to each of them. Additionally, should any one or more of such entities wish to amend the Agreement, or add or remove Services, it may do so separate and apart from the other entities of the same Party; provided however that: (i) the amendment or change to the Services shall only apply in respect of such entity(ies), and (ii) the entities comprising the Party shall only be jointly and severally liable in relation to the terms and Services common to such entities.

13.12 Notwithstanding the legal entity that has signed the Order Form on behalf of Ceridian, the Parties acknowledge and agree that, where applicable, Services will be provided by the local Ceridian Affiliate operating in the applicable Territory (and will be billed directly from same).

13.13 The Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof, and supersedes all prior or contemporaneous agreements and understandings regarding the subject matter hereof, whether written or verbal. Any amendment to the Agreement must be in writing and signed by authorized representatives of both Parties.

**Client hereby consents to Ceridian conducting credit investigations, from time to time, including such requests for and exchange of information to and from consumer reporting agencies or credit grantors as it may require to approve and maintain any funding arrangements to be granted by Ceridian in relation to the Services, and to provide payment history information to such agencies.**

CERIDIAN

**DATA PROCESSING ADDENDUM**

This Data Processing Addendum set forth the terms and conditions pursuant to which Personal Data will be transferred and processed in the framework of the Agreement.

**DEFINITIONS**

For the purposes of this Data Processing Addendum, capitalized terms used shall have the following meanings:

| | |
|---|---|
| "Authentication Credentials" | means the mechanism/tool used to prove a person's identity, such as passwords and access tokens. |
| "Controller" | means the natural or legal person, public authority, agency or any other body which alone or jointly with others determines the purposes and means of the Processing of Personal Data. |
| "Data Protection Legislation" | means the applicable Laws of any country with regard to the protection of Personal Data relating to the Services, as amended or replaced from time to time. |
| "Data Subject" | means an identified or identifiable natural person to whom the Personal Data relates. An identifiable person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that person. The relevant categories of Data Subjects are identified in ***ANNEX 1***. |
| "GDPR" | means (i) Regulation 2016/679 of the European Parliament and of the Council on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (General Data Protection Regulation) ("EU GDPR"); (ii) the EU GDPR as saved into United Kingdom law by virtue of section 3 of the United Kingdom's European Union (Withdrawal) Act 2018 (the "UK GDPR"); and (iii) any national data protection Laws made under (i) or (ii), in each case as applicable and as may be superseded, amended or replaced from time to time. |
| "Law(s)" | means all laws or statutes of any jurisdiction and any other regulation, ordinance, order, decree or rule having the force of law, whether in existence as of the Effective Date or promulgated thereafter, as amended or superseded. |
| "Personal Data" | means any information relating to a Data Subject provided by the Data Subject, Client, or a third party on either of their behalf in connection with the Services. The relevant categories of Personal Data covered by this Data Processing Addendum are identified in ***ANNEX 1***. |
| "Personal Data Breach" | means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, Personal Data transmitted, stored or otherwise processed in connection with the provisioning of the Services. |
| "Processing", "Process(es)" or "Processed" | means any operation or set of operations which is performed upon Personal Data or on sets of Personal Data, whether or not by automated means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction. |
| "Processor" | means a natural or legal person, public authority, agency or any other body which processes Personal Data on behalf of the Controller. |
| "Restricted Transfer" | means: (i) where the EU GDPR applies, a transfer of personal data from the European Economic Area to a country outside of the European Economic Area which is not subject to an adequacy determination by the European Commission; and (ii) where the UK GDPR applies, a transfer of personal data from the United Kingdom to any other country which is not subject based on adequacy regulations pursuant to Section 17A of the United Kingdom Data Protection Act 2018; and (iii) where Swiss Data Protection Legislation applies, a transfer of personal data from Switzerland to any other country which is not subject to an adequacy determination by the Swiss Federal Data Protection and Information Commissioner. |
| "Standard Contractual Clauses" | means (i) where the EU GDPR or Swiss Data Protection Legislation applies, the contractual clauses annexed to the European Commission's Implementing Decision 2021/914 of 4 June 2021 on standard contractual clauses for the transfer of personal data to third countries pursuant to Regulation (EU) 2016/679 of the European Parliament and of the Council ("EU SCCs"); and (ii) where the UK GDPR applies, standard data protection clauses adopted pursuant to or permitted under Article 46 of the UK GDPR ("UK SCCs"), in the form posted on https://clientcontractportal.ceridian.com, as updated from time to time. |
| "Sub-processor" | means an entity (including any Ceridian Affiliate) engaged by Ceridian who undertakes to receive Personal Data intended for Processing pursuant to Article 7 hereof. |

**ARTICLE 1 INTERPRETATION**

1.1 This Data Processing Addendum forms an integral part of the Agreement. The provisions of the Agreement therefore apply to this Data Processing Addendum. All capitalized terms not defined in this Data Processing Addendum will have the meaning set forth in the Agreement.

**ARTICLE 2 SPECIFICATION OF THE DATA PROCESSING**

2.1 Ceridian and Client each hereby represent that they will Process Personal Data relating to the Services in accordance with the obligations imposed upon them respectively under Data Protection Legislation. However, Ceridian is not responsible for determining the requirements of or compliance with any Data Protection Legislation or other Laws applicable to Client or Client's industry that are not generally applicable to Ceridian as a service provider.

2.2 Ceridian acknowledges that it is receiving Personal Data in connection with the performance of Services it provides under the Agreement. Ceridian shall Process Personal Data as per Client's written instructions as set forth in the Agreement, and the Client's use and configuration of features of the Services. Ceridian

acknowledges that the nature, purpose, subject matter, and duration of the Processing, and the type of Personal Data and categories of Data Subjects whose Personal Data will be delivered to Ceridian for Processing under the Agreement, are determined by the Client and shall be as set out in ***ANNEX 1***. Client hereby gives Ceridian permission to use, transfer and Process such Personal Data as set forth in this Data Processing Addendum. As applicable under Data Protection Legislation, Ceridian shall immediately inform the Client if, in its opinion, any of Client's instructions violate Data Protection Legislation.

2.3 Ceridian shall use commercially reasonable efforts to cooperate with and assist Client for the fulfilment of Client's obligations under applicable Data Protection Legislation with respect to responding to requests of Data Subjects, Personal Data Breach notifications, and requests for audit or investigation from enforcement authorities.

**ARTICLE 3 EXERCISE OF PERSONAL DATA RIGHTS**

3.1 Where Personal Data is not made available through self-service access to Client or Client's employees, Ceridian will, without undue delay and in accordance with any time period specified under the applicable Data Protection Legislation either: (a) provide Client, in its role of Controller, with the direct ability through Ceridian's platform to access, correct, delete or otherwise fulfil requests from Data Subjects to exercise their rights under Data Protection Legislation in respect of their Personal Data; or (b) otherwise provide assistance to Client to access, correct, delete or otherwise fulfil requests from Data Subjects to exercise their rights under Data Protection Legislation in respect of their the Personal Data. in accordance with the instructions of Client and insofar as this is possible. The Client acknowledges and agrees that in the event such cooperation and assistance require additional resources on the part of Ceridian, such effort will be chargeable at a fee as mutually agreed to by the Parties acting reasonably.

**ARTICLE 4 DISCLOSURE**

4.1 Ceridian will not disclose Personal Data to any third party, except (a) as Client directs, (b) as stipulated in the Agreement, (c) as required for Processing by Sub-processors in accordance with Article 7, or (d) as required by applicable Law.

4.2 Ceridian shall inform the persons acting on its behalf and having access to Personal Data about the applicable requirements and ensure their compliance with such requirements through contractual or statutory confidentiality obligations to maintain the security and confidentiality of Personal Data in accordance with provisions appropriate to the sensitivity of the Personal Data. For the avoidance of doubt, such security and confidentiality measures shall provide a generally equivalent level of protection as set forth in the Agreement, including this Data Protection Addendum.

**ARTICLE 5 DELETION AND RETURN OF PERSONAL DATA**

5.1 Client Data:

(a) Upon termination of the Agreement, Ceridian shall delete Personal Data on its systems as soon as reasonably and technologically practicable unless otherwise instructed by Client prior to the effective date of termination or as otherwise required by applicable Law. The Client will be solely responsible for ensuring that it has the necessary copies of all Personal Data during the Service Term and thereafter.

(b) Where Client requests that Ceridian block, delete and/or return Personal Data (the costs attached to such request are at Client's expense), Client understands, acknowledges, and agrees that it can affect Ceridian's ability to perform the Services as a result of Ceridian complying with such request. As such, Ceridian shall not have any liability for breach of performance or any losses incurred by Client arising from or in connection with Ceridian's inability to perform the Services in accordance with the Agreement as consequence of Ceridian fulfilling Client's request.

(c) Ceridian is not responsible for compliance with Client's data retention requirements.

**ARTICLE 6 LOCATION OF PROCESSING**

6.1 Personal Data that Ceridian processes on Client's behalf may be Processed in any country in which Ceridian and its authorized Sub-Processors operate to perform the Services and Client authorizes Ceridian to perform any such transfer of Personal Data to any such country and to Process Personal Data in such country in relation to the provision of the Services. Any transfer from one territorial jurisdiction to another territorial jurisdiction (the EU constituting one single jurisdiction for the purpose of this Article) will only be undertaken in compliance with the applicable Data Protection Legislation, such as the execution of an additional data transfer addendum, as required.

6.2 When the transfer of Personal Data from Client (or any of its Affiliates) to Ceridian is a Restricted Transfer, then the Standard Contractual Clauses shall be deemed incorporated into this Agreement and will apply to such transfer. The Standard Contractual Clauses are available at https://clientcontractportal.ceridian.com**.**

**ARTICLE 7 USE OF SUB-PROCESSORS**

7.1 Client acknowledges and expressly agrees that Ceridian may transfer Personal Data to Sub-processors for the provision of the Services and is granted a general authorization to engage Sub-processors provided such transfer is done in accordance with the terms of this Article 7.

7.2 Ceridian will enter into written agreements with any such Sub-processor which contain no less onerous data protection obligations as this Data Processing Addendum. Sub-processor written agreements will permit Sub-processors to obtain Personal Data only to deliver the services Ceridian has entrusted them with and will prohibit Sub-processors from using such Personal Data for any other purpose.

7.3 Where required by applicable Data Protection Legislation, Ceridian will make available a list of Sub-processors which shall be posted on the customer due diligence portal (https://duediligence.ceridian.com).

7.4 Where required by Data Protection Legislation, Ceridian will provide prior notice to inform Client about changes relating to the Sub-processors and in addition:

(a) If Client reasonably objects to the Processing of Personal Data by one or more Sub-processors, then Client shall notify Ceridian in writing (including e-mail) within fifteen (15) Business Days after receipt of Ceridian's notice.

(b) In the event Client reasonably objects to a Sub-processor, Ceridian shall as soon as is reasonably practicable take reasonably necessary steps to evaluate, investigate and address Client's concerns, including conducting further due diligence of the Sub-processor if necessary, and provide Client with a report detailing the actions taken to correct or mitigate such concerns and/or a remediation plan. If Ceridian and Client cannot mutually agree on the plan to mitigate the concerns, Ceridian may identify an alternative preferred Sub-processor, and the Parties shall meet in good faith to determine the feasibility of Ceridian engaging such Sub-processor to provide the Services, the timeframe required to source and deploy the Sub-processor, and any resulting additional fees which may be applicable. However, if the Parties are unable to agree to same within six (6) months, Client may terminate the relevant part of the Agreement regarding those Services which cannot be provided by Ceridian without the use of the Sub-processor concerned as its sole and absolute remedy.

**ARTICLE 8 TECHNICAL AND ORGANIZATIONAL MEASURES**

8.1 Ceridian has implemented and will maintain a security program that implements technical and organizational measures (taking into account state of the art and cost of implementation) appropriate to the nature, scope, context and purposes of Processing, as well as the risk of varying likelihood and severity for the rights and freedoms of Data Subjects, in order to protect Personal Data against accidental, unauthorized or unlawful access, disclosure, alteration, loss or destruction.

8.2 The technical and organizational measures addressed by Ceridian's security program are described in ***ANNEX 2*** of this Data Processing Addendum. Ceridian may adapt such measures from time to time, for example, as a result of the development of regulations, technology and other industry considerations.

8.3 During the term of this Data Processing Addendum, Client may request Ceridian to provide Client within a reasonable period of time with an updated description of the implemented technical and organizational protection measures.

**ARTICLE 9 PRIVACY AND DATA PROTECTION REPRESENTATIVE**

9.1 Ceridian has appointed an individual responsible for privacy and data protection matters. The appointed person can be reached at Privacy@Ceridian.com

**ARTICLE 10 PERSONAL DATA BREACH**

10.1 In the event of a Personal Data Breach of Client's Personal Data Processed by Ceridian or its Sub-processors, and irrespective of its cause, Ceridian shall notify Client without undue delay after having become aware of such Personal Data Breach.

10.2 Client must notify Ceridian promptly, upon becoming aware, about any possible misuse of its accounts or Authentication Credentials or any security issue related to its use of the Services.

10.3 The Party responsible for the Personal Data Breach shall without undue delay further investigate the Personal Data Breach and shall keep the other Party informed of the progress of the investigation and take reasonable steps to further minimize the impact. Both Parties agree to fully cooperate with such investigation and to assist each other in complying with any notification requirements and procedures.

10.4 A Party's obligation to report or respond to a Personal Data Breach is not and will not be construed as an acknowledgement by that Party of any fault or liability with respect to the Personal Data Breach.

10.5 Upon becoming aware of a Personal Data Breach, Ceridian shall inform Client without undue delay.

**ARTICLE 11 DATA PROTECTION IMPACT ASSESSMENTS**

11.1 Where Client is obligated by applicable Data Protection Legislation to execute a data protection impact assessment ("DPIA"), Ceridian shall provide reasonable cooperation and assistance to Client for the execution of the DPIA to allow Client to comply with its obligations (including any obligation to consult with competent data protection authorities). Ceridian shall be entitled to invoice Client on a time and material basis at the Ceridian's then current rates for any time expended for any such assistance.

**ARTICLE 12 CLIENT RESPONSIBILITIES**

12.1 Client shall comply with Data Protection Legislation as well as any other Laws applicable to Client or Client's industry. If compliance with any such specific Laws requires any actions with regard to data protection on the part of Ceridian in addition to the obligations set forth in this Data Processing Addendum, such actions will only be taken upon mutual agreement between the Parties. For the avoidance of doubt, where agreed by the Parties, Ceridian will use commercially reasonable efforts to accommodate additional requirements. In any event, Client will provide reasonable advance notice of the required actions, cooperate fully with Ceridian in respect thereof and compensate Ceridian for any such efforts that require additional services or investment or modifications in the Services, as agreed in advance by the Parties.

12.2 Client represents and warrants that, where it provides any Personal Data to Ceridian for Processing by Ceridian:

(a) it has duly informed the relevant Data Subjects of their rights and obligations, and in particular has informed them of the possibility of Ceridian Processing their Personal Data on Client's behalf and in accordance with its instructions;

(b) it has complied with all applicable Data Protection Legislation in the collection and provision to Ceridian of such Personal Data and has taken all necessary steps to ensure that Ceridian can Process such Personal Data, including by obtaining the Data Subjects' consent, if required; and

(c) the Processing of such Personal Data in accordance with the instructions of the Controller is lawful.

12.3 Client shall take reasonable steps to keep Personal Data up to date to ensure the data are not inaccurate or incomplete with regard to the purposes for which they are collected.

12.4 If a Data Subject contacts Ceridian directly in order to exercise his or her individual rights such as requesting a copy, correction or deletion of his or her data or wanting to restrict or object to the Processing activities, Ceridian will promptly direct such Data Subject to Client. In support of the above, Ceridian may provide Client's basic contact information to the requestor, and, to the extent disclosed by the Data Subject, Data Subject's basic contact information and a summary of the request to Client. Client shall inform Data Subjects that they may exercise these rights solely vis-à-vis Client. Client agrees to answer to and comply with any such request of a Data Subject in accordance with applicable Data Protection Legislation.

12.5 With regard to components that Client provides or controls, including but not limited to workstations connecting to Ceridian Services, data transfer mechanisms used, and credentials issued to Client personnel, Client shall implement and maintain the required technical and organizational measures for data protection.

**ARTICLE 13 NOTIFICATIONS**

13.1 Unless legally prohibited from doing so, Ceridian shall promptly notify Client if it or any of its Sub-processors, with regard to Client's Personal Data:

(a) receives an inquiry, a subpoena or a request for inspection or audit from a competent public authority relating to the Processing;

(b) intends to disclose Personal Data to any competent public authority outside the scope of the Services of the Agreement. At the request of Client, Ceridian shall provide a copy of the documents delivered to the competent authority to Client.

13.2 Any notification under this Data Processing Addendum, including a Personal Data Breach notification, will be delivered to one or more of Client's contact persons via e-mail. Upon request of Client, Ceridian shall provide Client with an overview of the contact information of the registered Client's contact persons. It is Client's sole responsibility to timely report any changes in contact information and to ensure Client's contact persons maintain accurate contact information.

13.3 If either Party is subject to an inquiry by a data protection authority, regulator or agency, the scope of which includes operations or information within the other Party's control, each Party agrees to provide reasonable cooperation to the other Party.

**ARTICLE 14 AUDIT & COMPLIANCE**

14.1 In addition to Ceridian's obligations in Article 8, where required by applicable Data Protection Legislation, Ceridian will assist Client in demonstrating compliance with this Data Protection Addendum by making available upon request of Client information reasonably necessary to demonstrate such compliance.

14.2 Where required by applicable Data Protection Legislation, or where a competent data protection authority requires this under applicable Data Protection Legislation, Client may, upon thirty (30) calendar days' prior written notice (or such shorter timeframe imposed by the competent data protection authority), at its own expense, instruct acknowledged audit professionals to conduct an audit of Ceridian's compliance with applicable Data Protection Legislation no more than once every twelve (12) months provided that such audit inquiries shall not unreasonably impact in an adverse manner Ceridian's regular operations and do not prove to be incompatible with the applicable Data Protection Legislation or with the instructions of a competent authority. In the case of a material Personal Data Breach established to be caused by Ceridian, the twelve (12) month interval shall not apply.

14.3 Before the commencement of any such audit inquiries, Client and Ceridian shall mutually agree upon the scope, timing and duration of the audit.

14.4 Client shall promptly notify Ceridian with information regarding any non-compliance discovered during the course of additional audit inquiries. Client agrees to provide Ceridian with a draft of the audit report for review. Ceridian is entitled to propose any amendments and add management comments to this draft before Client establishes the final version.

14.5 During such audit, Ceridian shall provide reasonable cooperation and assistance to the auditors. Ceridian shall be entitled to invoice Client, as mutually agreed between the Parties in advance, on a time and material basis at Ceridian's then current rates for any time expended for any such audit inquiries. Client shall not be entitled to claim compensation for any kind of audit expenses incurred by Client.

14.6 The Ceridian audit report, any other information to which Client or the aforementioned audit professionals have access pursuant to any audit activities, as well as an attestation of the implementation of the technical and organizational measures to protect Personal Data will be considered Ceridian Confidential Information.

**ARTICLE 15 TERM AND TERMINATION**

15.1 This Data Processing Addendum is effective once incorporated into the Agreement in accordance with the MSA to the Agreement, and remains in force until Processing of Personal Data by Ceridian is no longer required (a) in the framework of or pursuant to the Agreement or (b) for a period after termination of the Agreement or the relevant Services for any reason whatsoever, in accordance with Client's explicit instructions or other legally permissible basis.

**ARTICLE 16 APPLICABLE LAW**

16.1 This Data Processing Addendum and any rights and obligations arising out of it shall be interpreted according to and governed by the law governing the Agreement.

**ANNEXES**

1. Details of the Personal Data Processing
2. Technical and Organizational measures

## ANNEX 1: DETAILS OF THE PERSONAL DATA PROCESSING

### ARTICLE 1 CATEGORIES OF DATA SUBJECTS

Present and former job candidates, employees, contractors, agents and other collaborators of Client, as well as third parties who are appointed by the aforementioned persons as family members or contact persons.

### ARTICLE 2 DURATION OF PROCESSING

The Personal Data shall be processed for the duration of this Agreement.

### ARTICLE 3 CATEGORIES OF PERSONAL DATA

The Personal Data transferred concerns all relevant information that is required to deliver the requested Services, which may include (a subset of) the following categories of data:

(a) Personal details such as name, birth date, etc.
(b) Contact details such as address, e-mail address, telephone number, etc.
(c) Marital status and information on partner and children
(d) Payment details, including bank account number
(e) Employee number
(f) Job (description)
(g) Employee contract data including but not limited to gross salary, compensations and other employee benefits
(h) Social security number (if required for government declarations), or equivalent
(i) Time registration and absence information
(j) Qualifications, including CV and references
(k) Information regarding education, training, etc. the Data Subject has received or will follow
(l) Information regarding personal development and evaluations
(m) Authentication Credentials to use the Services, such as username, IP address, PC Name, etc.
(n) Activities performed by Client users in their use of the Services
(o) Any other category of Personal Data agreed upon between Parties in the relevant service exhibit, service particulars, order form, statement of work or any other document of the Agreement.

Client's data fields can be partly configured as part of the implementation of the Services or as otherwise permitted within the scope of the Services and may include additional categories of personal data.

### ARTICLE 4 PURPOSES OF PROCESSING OF PERSONAL DATA

Personal Data will be processed for the following purposes:

(a) Performance of the Services including but not limited to:
    (i) Talent acquisition
    (ii) Employee HR administration
    (iii) Payroll and employee benefits administration
    (iv) Management of employee development and training plans
    (v) Personal development and performance evaluation of employees
    (vi) Workforce planning and organization
(b) Compliance with Data Protection Legislation and information security requirements
(c) Any other purpose of Processing of Personal Data agreed upon between Parties in the relevant service exhibit, service particulars, order form, statement of work or any other document of the Agreement.
(d) Ceridian may de-identify Personal Data and use De-identified Data (as defined below), in aggregation with others', for the purpose of creating/improving the Services, products and software provided by Ceridian, trend analysis and benchmarks, and performing machine learning tasks such as sentiment analysis. De-identified Data may be utilized to deliver insights and provide analysis to third parties. De-identified Data will not be used to build household or consumer profiles. "De-identified Data" as used herein means data, whether used alone or in combination with other information, that does not allow an individual to be identified and is not capable of being reversed engineered. Ceridian represents that it implements technical safeguards that prohibit re-identification of Data Subjects to whom the data may pertain, business rules that specfically prohibit such re-identification, and business processes and technical safeguards that prevent inadvertent release of De-identified Data. Ceridian represents that it makes no attempt to re-identify De-identified Data.

**ANNEX 2: TECHNICAL AND ORGANIZATIONAL MEASURES**

| Domain | Practices |
|---|---|
| Information Security Policy and Organization of Information Security | **Ownership for Security and Data Protection**. Ceridian has appointed an Information Security Officer responsible for coordinating and monitoring the security rules and procedures as well as data protection compliance.<br><br>**Security Roles and Responsibilities**. Security responsibilities of Ceridian co-workers are formally documented and published in security and privacy policies.<br><br>**Risk Management Program**. Ceridian executes periodical risk assessments of the implemented security controls. |
| Human Resources Security | **Confidentiality obligations**. Ceridian co-workers are subject to written confidentiality obligations<br><br>**Security and privacy training**. Ceridian informs its co-workers about relevant security measures to protect Personal Data.<br><br>**Termination.** Ceridian ensures according to formal security administration procedures that access rights are timely revoked upon termination. |
| Asset Management | **Asset Inventory**. Ceridian maintains an inventory of all computing equipment and media used. Access to the inventories is restricted to authorized Ceridian personnel.<br><br>**Asset Handling**<br><br>• Personal Data on portable devices are encrypted.<br>• Ceridian has procedures for securely disposing of media and printed materials that contain confidential data. |
| Cryptography | Encryption of Personal Data is performed according to formal processes and encryption standards. Encryption mechanisms follow the highest standards available, only using strong ciphers. |
| Physical and Environmental Security | **Physical Access to Facilities**.<br><br>• Ceridian limits access to facilities where Personal Data are processed to identified and authorized individuals.<br>• Physical access to data centers is only granted following a formal authorization procedure and access rights are reviewed periodically<br>**Protection from Disruptions**. Ceridian uses a variety of industry standard systems to protect its data centers against loss of data due to power supply failure, fire and other natural hazards. |
| Access Control | **Access Policy**. Ceridian enforces an access control policy based on least privileges principles.<br><br>**Access Authorization**<br><br>• Ceridian has implemented and maintains an authorization management system that controls access to systems containing Personal Data.<br>• Every individual accessing systems containing Personal Data has a separate, unique identifier/username.<br>• Ceridian restricts access to Personal Data to those individuals who require such access to perform their job function.<br>**Authentication**<br><br>• Ceridian uses industry standard practices to identify and authenticate Users who attempt to access Ceridian network or information systems, including strong authentication.<br>• Where Authentication Credentials are based on passwords, Ceridian requires that the passwords are at least eight characters long and sufficiently complex.<br>• De-activated or expired identifiers/usernames are not granted to other individuals.<br>• Accounts will be locked out in case of repeated attempts to gain access to the information system using an invalid password.<br>• Ceridian maintains practices designed to ensure the confidentiality and integrity of passwords when they are assigned and distributed, and during storage.<br>**Network access**. Ceridian maintains control measures (e.g. firewalls, security appliances, network segmentation) to provide reasonable assurance that access from and to its networks is appropriately controlled. |

**ANNEX 2: TECHNICAL AND ORGANIZATIONAL MEASURES**

| Domain | Practices |
|---|---|
| Operations Security | **Data Recovery Procedures**<br>• On an ongoing basis, but in no case less frequently than once a day (unless no data has been updated during that period), Ceridian maintains backup copies of Personal Data for recovery purposes.<br>• Ceridian stores copies of Personal Data and data recovery procedures in a different place from where the primary computer equipment processing the Personal Data is located.<br>**Malicious Software**. Ceridian maintains anti-malware controls to help avoid malicious software gaining unauthorized access to Personal Data.<br>**Security updates**. Security patches are installed following a documented security patch management process.<br>**Event Logging**. Ceridian logs access and use of its information systems containing Personal Data, registering the access ID, time and relevant activity. |
| Communications Security | **Network Segregation**. Ceridian has implemented a network segmentation policy and controls to avoid individuals gaining access to communication and systems for which they have not been authorized.<br>**Transfer outside own network**. Ceridian encrypts, or provides the mechanisms to Client to encrypt, Client information that is transferred across public networks.<br>**Information Transfer**. Any transfer of Personal Data to third parties is only performed when authorized and following the execution of a formal written non-disclosure agreement. |
| System Acquisition, Development & Maintenance | **Security Requirements**. Requirements for protecting data and systems are analyzed and specified.<br>**Change Control**. Ceridian has implemented a formal change management process to ensure changes to operational systems and applications are performed in a controlled way. |
| Supplier Relationships | **Supplier Selection**. Ceridian maintains a selection process by which it evaluates the security and privacy practices of a subcontractor with regard to data handling.<br>**Contractual Obligations**. Suppliers with access to Personal Data are subject to data protection and security obligations and these are formally integrated into supplier contracts. |
| Information Security Incident Management | **Incident response**. Ceridian maintains a record of security breaches with a description of the breach, the time period, the consequences of the breach, the name of the reporter, and to whom the breach was reported.<br>**Incident notification**. For each security breach that impact the confidentiality or integrity of Personal Data, notification by Ceridian will be made without unreasonable delay. |
| Business Continuity Management | **Disaster Recovery**. Ceridian maintains a disaster recovery program (DRP).<br>**Redundancy**. Ceridian's redundant storage and its procedures for recovering data are designed to attempt to reconstruct Personal Data in its last-replicated state from before the time it was lost or destroyed. |
| Compliance | **Security Reviews**. Information security controls are independently audited and reported to management on a periodical basis. |

CERIDIAN

The following Service Particulars are incorporated into the Order Form between Ceridian and Client and form an integral part of the Agreement and are applicable to all Dayforce clients (which are clients who have purchased a Dayforce bundle as stated on the Order Form).

## SERVICE PARTICULARS
## DAYFORCE GENERAL TERMS

### 1. CAPITALIZED AND DEFINED TERMS

**1.1** All capitalized terms used herein and not defined shall have the same meaning as in the other documents that form part of the Agreement (as defined in the MSA).

**1.2** As used herein:

1.2.1 *"Annual Inflation Index"* means (i) if the currency is USD, the Employment Cost Index for total compensation, for private industry workers, by occupational group and industry (not seasonally adjusted), for all workers (ECI), as published by the Bureau of Labor Statistics, US Department of Labor; (ii) if the currency is CAD, the Consumer Price Index, as published by Statistics Canada, Government of Canada; (iii) if the currency is GBP, the Retail Prices Index excluding mortgage interest, as published by the Office for National Statistics (United Kingdom); (iv) if the currency is AUD, the Consumer Price Index, all groups, non-seasonally adjusted, as published by the Reserve Bank of Australia; (v) if the currency is Euro, the Consumer Price Index (All Items), as published by the Central Statistics Office (Ireland); (vi) if the currency is NZD, the Consumers Price Index, as published by Stats NZ; and (vii) for all other currencies, the applicable price index published by the Organization for Economic Cooperation and Development for the applicable Territory;

1.2.2 *"Business Hours"* means Ceridian's regular business support hours on each Business Day;

1.2.3 *"Core Module"* means Dayforce Core, Dayforce Payroll, Dayforce Benefits Essential, or Dayforce Time and Attendance;

1.2.4 *"Delivery Assurance SOW"* means the Statement of Work detailing the Delivery Assurance Services;

1.2.5 *"Documentation"* means all documentation relating to the Software, whether in machine-readable or printed form, provided by Ceridian to Client, including any updates, revisions, new versions, and supplements to the Documentation;

1.2.6 "*Early Termination Fee*" has the meaning set forth in the Section titled "Early Termination Fee";

1.2.7 *"Go Live Date"* means in respect of the initial Order Form, the date on which a Core Module has been configured for use by Client; in the case of a subsequent Order Form, the date on which a Core Module has been configured for use by Client, or if a Core Module is not in scope, the date on which Client has access to any of the Subscribed Modules and/or Services purchased in such Order Form;

1.2.8 *"Implementation Services"* means the implementation Services and/or deliverables to be provided in respect of the Subscribed Modules and Services, as described in the applicable Implementation SOW;

1.2.9 *"Implementation SOW"* means the Statement of Work detailing the Implementation Services provided by Ceridian;

1.2.10 "*Minimum Monthly Employee Count*" means the greater of 100 Employees or eighty percent (80%) of the Number of Employees as indicated on Client's Order Form(s), which number represents the approximate current Number of Employees of the Client;

1.2.11 *"Modifications"* means any error corrections, modifications or enhancements to the Software that are included by Ceridian in Support of the Software to all clients;

1.2.12 *"New Versions"* means new versions of the Software that may be deployed by Ceridian to Client for license pursuant to these Service Particulars;

1.2.13 *"Number of Employees"* means the number of employee records in the Software that do not have a terminated status, including full-time and part-time employees as well as any contingent labor or contractors, or any other individual in respect of whom information is being recorded in a Subscribed Module, and all administrators or other users who are accessing the Software or database relating to the Services (for the purposes of these Service Particulars, each shall be considered an "Employee");

1.2.14 *"One Time Fees"* means those Fees set forth in the Order Form under the heading "Estimated Implementation and One Time Fees", including those Fees payable for the Delivery Assurance Services / Implementation Services, or are otherwise identified or understood to be one time or non recurring Fees, including any Fees payable with respect to change requests;

1.2.15 *"Planned Maintenance Window"* means Ceridian's planned maintenance hours, currently 2:00 a.m. to 6:00 a.m., Wednesdays and Thursdays, local to the data center in which Client's data is hosted (in the case of the United States and Canada - Eastern Time; in the case of the United Kingdom and Ireland - Greenwich Mean Time; and in the case of Australia and New Zealand - Australia Eastern Time);

1.2.16 *"Recurring Fees"* means those Fees set forth in the Order Form under the heading "Estimated Recurring Fees", or are otherwise identified or understood to be Fees which are payable on the periodic recurring basis stated in the Order Form;

1.2.17 *"Regular Maintenance"* means (i) maintenance performed during the Planned Maintenance Window and (ii) maintenance for which the Client is provided at least 24 hours' prior notice;

1.2.18 *"Service Level Agreement"* means the document attached hereto as Appendix A;

1.2.19 *"Services"* means, collectively, access to the Subscribed Modules, together with all other Services described in these Service Particulars;

1.2.20 *"Software"* means the software program(s) licensed by Ceridian to Client through which the Services will be provided, together with all Modifications and New Versions;

1.2.21 *"Subscribed Module(s)"* means, at a given date, the module(s) to which Ceridian will provide Client access as part of the Services and as set forth in the Order Form;

1.2.22 *"Support"* means the support and maintenance services provided by Ceridian to Client with respect to a Subscribed Module in accordance with these Service Particulars; and

1.2.23 *"Third-party Implementation Provider"* means a third-party trained in the Dayforce product and implementation methodology who Client contracts with to perform the implementation services and/or deliverables to be provided in respect of the Subscribed Modules and Services. For greater certainty, this is not intended to refer to a Ceridian Contractor.

**2. IMPLEMENTATION**

**2.1 General Approach (applicable where Ceridian is providing the Implementation Services).** Ceridian's general project approach to providing the Implementation Services is based on the concept of shared project responsibility, resulting in a cooperative, hands-on project that is jointly managed by Ceridian and Client. Ceridian works with Client to plan the project – its scope, schedule and resources. During the project planning phase, the Parties will agree upon their respective roles and responsibilities, which will be confirmed in writing and need to be completed in accordance with the agreed upon schedule in order for the Implementation Services to be delivered successfully and within the desired timeline set forth in the project plan. Ceridian will educate Client's resources on how to maintain the Subscribed Modules so that Client will become self-sufficient with the functionality of the Subscribed Modules.

**2.2 General Approach (applicable where the Third-Party Implementation Provider is providing the Implementation Services).** Client will contract with the Third-Party Implementation Provider to perform the implementation services and/or deliverables to be provided in respect of the Subscribed Modules and Services and Ceridian will provide Delivery Assurance Services in accordance with the Delivery Assurance SOW. Client resources will complete Dayforce Education Package training in accordance with the project timeline provided by the Third-Party Implementation Provider to become educated on how to maintain the Subscribed Modules and become self-sufficient with the functionality of the Subscribed Modules. Client acknowledges that the Third-Party Implementation Provider is solely responsible for the implementation services and Ceridian assumes no responsibility in that regard.

2.2.1 Ceridian will (as applicable) complete the setup for (i) tax and banking, (ii) Ceridian Clocks, and (iii) Dayforce Managed Services.

2.2.2 Client will be transitioned to Support once training and testing is complete, and Client has provided written acceptance of the completion of the implementation services with the Third-Party Implementation Provider, save for any open items which are material to the delivery of the Services ("Open Items"). All Open Items must be documented in writing by Client and Third-Party Implementation Provider, and upon completion, Client and Third-Party Implementation Provider shall confirm same in writing. For greater certainty, remediation of configuration issues with the Subscribed Modules is outside of Ceridian's Support obligations, as further outlined below.

**2.3 Assumptions.** In addition to the assumptions and requirements set forth herein and in the Implementation SOW / Delivery Assurance SOW, Client acknowledges and agrees that the above approach, One Time Fees and estimated timelines are based on the following assumptions (as applicable):

2.3.1 Client will accurately complete all applicable questionnaires, templates, discovery workbooks, and other documents and requests for data as reasonably required for Ceridian to fulfill its implementation roles and responsibilities;

2.3.2 Client will, where applicable, provide access to Client's personnel with the appropriate knowledge of Client's systems and its configuration, to assist in data analysis for HR data import, exports and configuration.

2.3.3 Client will provide any required data in the manner reasonably prescribed by Ceridian by the agreed upon timelines;

2.3.4 While both Ceridian and Client may have a project manager, Client is responsible for management of its own resources and engaging third-party vendors, as necessary. Lack of access to Client resources or Client's third-party vendor resources, or changes to any individuals filling Client roles identified in the Delivery Assurance / Implementation SOW may impact project timeline and costs;

2.3.5 Client will provide solution feedback and confirmation of acceptance through the prescribed process, and working with resources in a reasonable time frame per the project schedule.

2.3.6 Any changes to scope described in the Delivery Assurance SOW / Implementation SOW will be addressed through a change request;

2.3.7 The CONFIG environment (including all data) will be decommissioned after a period of sixty (60) days from the Go Live Date. In the case of a phased implementation, the CONFIG environment will remain in place until the Go Live Date of the last phase of the project. The TEST environment will remain active for the duration of the Service Term upon request by Client; and

2.3.8 Additional non-production environments may be provided by Ceridian for Client's use, subject to additional costs. Should Client's existing TEST environment be in use for a project at the time that another project / phase is commenced, an additional non-production environment will be required at an additional cost.

2.3.9 The following additional assumptions apply only where Ceridian is providing the Implementation Services:

2.3.10 Client will provide data requested by project team in a timely manner and per the project schedule;

2.3.11 Client Power User will be appointed during project launch stage, will complete necessary training per published curriculum prior to project kick-off, and will be available for the duration of the project;

2.3.12 Client will engage its third-party vendors as required in a timely manner and per the project schedule. Failure by Client's third-party vendors to adhere to project timelines may impact the project timeline and costs;

2.3.13 Client will confirm acceptance for all Implementation Services leveraging Ceridian implementation methodology templates in a timely fashion and per the project schedule;

2.3.14 Client will complete training activities as outlined in the training curriculum provided by Ceridian and per the project schedule prior to Go Live Date;

2.3.15 Client will follow the instructions contained in the training materials;

2.3.16 Client will identify export files by project kick-off. Any additional feed(s) identified thereafter may result in additional Fees;

**3. SOFTWARE FUNCTIONALITY, HOSTING AND SUPPORT**

**3.1 Software Functionality**

3.1.1 Client's election of the Subscribed Modules will be set forth in the Order Form, signed by both Ceridian and Client. Ceridian warrants that the Subscribed Modules and the Software shall substantially perform in accordance with the Software Functionality and Global Use Guide. Ceridian shall not be liable to remedy any failure of the Subscribed Modules and the Software resulting from the acts or omissions of Client, Third-Party Implementation Provider, or any third party (other than Ceridian Contractors), and is provided "as-is" and "as-available". The Subscribed Modules

and the Software may be used by Client outside the Territory in accordance with the terms of the Software Functionality and Global Use Guide. Without limiting the terms of the Software Functionality and Global Use Guide, Client acknowledges and agrees that certain country specific laws (including privacy laws) outside of the Territory may, from time to time, restrict or prohibit Client's use of the Subscribed Modules and the Software, and Client is responsible for ensuring it is complying with such requirements.

**3.2 Software Hosting and Support**

3.2.1 Ceridian's Obligations.

(i) Uptime. Ceridian shall host and provide ongoing support for the Software and supported third party products from data centers accessible via the internet. Ceridian will strive to ensure the web-based application interface for the production environment that will be accessed through Client URL, shall be available in accordance with the service levels set forth in the Service Level Agreement, failing which the Client shall be entitled to the rights and remedies set forth therein.

(ii) Support. For so long as the Services remain in effect, and provided that Client has paid the applicable Fees, Ceridian shall provide Support in accordance with the following:

(a) Ceridian will, commensurate with the severity of the defect, correct any malfunction, defect or non-conformity in the operation of the Software from the Software Functionality and Global Use Guide posted on https://clientcontractportal.ceridian.com (each, a "Defect") to enable the Software to substantially perform in accordance with the Software Functionality and Global Use Guide in effect at the time the Support is provided. Ceridian shall provide Client Named Support Users (as defined below) with access to (1) its toll free customer support telephone line (which rolls over to the emergency help line after Business Hours) and (2) online support portal (the "Help Desk") for reporting to Ceridian any Defects and for inquiries regarding the Services or ordinary use and operation of the Software as may arise from time to time. Live operators at the Help Desk shall be available during Business Hours. Client shall provide reasonable assistance related to Client systems, as required for Ceridian to correct a Defect. Such reasonable assistance may require Client to provide certain Client information, documentation, technical and other feedback related to Client's systems in order to assist Ceridian to correct such Defect;

(b) Support may be provided to Client Named Support Users through one or more of a number of means at Ceridian's reasonable discretion, such as telephone, e-mail, online meeting, or Internet self-service, which includes general technical information and assistance with Defect determination, isolation, verification, and resolution, during Business Hours with regard to in-person telephonic, e-mail and on-line meeting support, or 24/7 (excluding Regular Maintenance hours) with regard to Internet self-service. Support services are not to be used as an alternative to obtaining training. Client shall make commercially reasonable efforts to refer to the Documentation as a first step in answering questions and learning functions of the Services prior to contact with Ceridian with regard to problems or questions;

(c) In the event Client Named Support Users use the Help Desk to describe, categorize (in terms of nature and urgency) and submit requests for Support, Ceridian will provide a first response to such inquiry within the time frames set forth in the Service Level Agreement, failing which Client shall be entitled to the rights and remedies set forth therein;

(d) Only those named persons (as indicated on the Help Desk access list provided from time-to-time by Client to Ceridian) trained on the use and operation of the Software ("Client Named Support Users") may access to the Help Desk for Support. Ceridian reserves the right to establish a maximum number of Client Named Support Users, acting reasonably;

(e) Ceridian will use commercially reasonable efforts to perform all required maintenance to the Software (or any other elements of the hardware or infrastructure necessary for the provision of the Services contemplated under these Service Particulars) during the Planned Maintenance Window. Ceridian will use commercially reasonable efforts to keep the period during which Client's access to the Software is impeded during the Planned Maintenance Window to a minimum. Ceridian will notify Client of all maintenance at least twenty-four (24) hours in advance, provided that, for maintenance for which Ceridian cannot provide twenty-four (24) hour response, Ceridian will provide notice as soon as reasonably practicable. Ceridian will not be responsible for any damages or costs incurred by Client, if any, for scheduled down time. Ceridian may change its Planned Maintenance Window upon thirty (30) days' prior notice to Client; and

(f) support provided under these Service Particulars does not include services provided with respect to the following matters: (1) any problem resulting from configuration or customization of the Services (including any Professional Services) made by a party other than Ceridian, Client, or other party authorized by Ceridian; or (2) any problem caused by modifications of the Software not made or authorized by Ceridian (other than ordinary configuration changes the functionality for which is built into the Software and intended to be made by Client).

(iii) Ceridian may from time to time (but shall not be required to unless a Modification is required to fix a Defect) make Modifications to the Software and/or its functionality, for purposes such as maintenance or upgrades, or otherwise as deemed appropriate by Ceridian. Such Modifications are within the discretion of Ceridian, and are not required to be made, but will not materially adversely affect Clients' Services (when viewed as a whole) or require the payment of additional Fees or costs. Modifications will be pre-announced a reasonable time in advance and Client shall have a reasonable opportunity to interact with modified Services in a non-live (e.g., test, sandbox) environment. Ceridian will only provide Support in respect of Ceridian Clocks as part of the Services, and will not provide Support or other assistance in respect of clocks or other hardware supplied by any other provider.

3.2.2 Client's Obligations.

(i) Client will not: (a) send spam or otherwise duplicative or unsolicited messages in violation of applicable laws; (b) send or store infringing, obscene, threatening, libelous, or otherwise unlawful or tortious material, including material that is harmful to children or violates third party privacy rights; (c) send or store any virus, worm, time bomb, Trojan horse or other harmful or malicious code, file, script, agent or program; (d) interfere with or disrupt the integrity or performance of the Services or the data contained therein; or (e) attempt to gain unauthorized access to the Services or related systems or networks.

(ii) Client will designate Client Named Support Users to triage all internal support incidents reported by end users. Triage occurring by Client Named Support Users includes: checking the Documentation for assistance in dealing with the reported incident, attempting to reproduce the incident in a production copy, and documenting the steps required to reproduce the incident. Upon reporting an incident, Client agrees to cooperate, work closely with, and provide assistance to Ceridian in the investigation, diagnosis, and resolution of the incident.

(iii) Ceridian shall have the right to access Client's account from time to time, for purposes of Support, administration, invoicing and to inspect Client's utilization of the Services so as to ensure Client's compliance with the provisions of this Agreement, as reasonably necessary in Ceridian's sole discretion.

(iv) Client is responsible for meeting the minimum software and system requirements needed to use the Services, as identified by Ceridian.

**4. SERVICE FEES AND PAYMENT**

**4.1 Fees.** The Fees payable by Client to Ceridian for the Services are as set forth in the Order Form. The Fees are exclusive of all Taxes. Except as otherwise stated herein, all invoices will be due and payable by Ceridian supported electronic means (e.g., direct deposit, pre-authorized debit) within thirty (30) days of the date of invoice.

**4.2 One Time Fees**

4.2.1 The One Time Fees for Implementation Services have been calculated taking into account the work and materials Ceridian has reasonably estimated will be required to implement the Service. This estimate has been made by Ceridian in good faith based on the information available to Ceridian at the time of executing the Order Form, including information and representations provided by Client. To the extent that new or additional information becomes available to Ceridian which impacts the estimated One Time Fees, the Parties shall mutually agree to necessary changes to the Implementation SOW (including to corresponding Fees).

4.2.2 (i) The One Time Fees for implementation (including any applicable conversion) Services and setup Services will be invoiced and payable in two (2) installments as follows: (a) in respect of the initial Order Form, fifty percent (50%) at the Subscription Start Date and fifty percent (50%) at Go Live Date; (b) in respect of a subsequent Order Form, (1) if a Core Module is in scope, fifty percent (50%) at the date Implementation Services are started (generally by way of a project kick off meeting) and fifty percent (50%) at Go Live Date; and (2) if a Core Module is not in scope, one hundred percent (100%) at the Subscription Start Date;
(ii) The One Time Fees for Delivery Assurance Services will be invoiced and payable in accordance with the Delivery Assurance SOW;
(iii) The One Time Fees for Dayforce Professional Services Time & Material Service will be invoiced and payable monthly, based on actual hours worked. The estimate in the Order Form / Change Request has been made by Ceridian in good faith based on the information available to Ceridian at the time, including information and representations provided by Client. Following discovery, a refined estimate will be provided in the form of a Software Requirements Specification. In the event that Client cancels the project, Client will be responsible to pay Ceridian for any Fees incurred for hours worked;
(iv) All event-based One Time Fees will be payable upon event completion; and,
(v) All other One Time Fees will be invoiced upon Subscription Start Date.

**4.3 Recurring Fees**

4.3.1 Except as otherwise stated below, the monthly Recurring Fees will be invoiced and payable monthly in advance, commencing as of the Subscription Start Date, based on the number of employees set forth in the Order Form. Upon the Go Live Date, the monthly Recurring Fees will be based on the Number of Employees as at the 15th of each calendar month, or such other date as may be communicated to Client by Ceridian. In no event will the Number of Employees used for calculating the monthly Recurring Fees for any given calendar month be less than the Minimum Monthly Employee Count. A designated bill cycle date will be established by Ceridian at order set-up for Recurring Fees. Services included in the Order Form that are based on a per occurrence (e.g., Fees for ancillary services shown on the Rate Sheet), will be invoiced monthly in arrears. The Recurring Fees for additional non-production environments (if applicable) will be invoiced monthly, commencing upon environment availability.

4.3.2 Where Client's Services include Managed Payroll and / or Managed Benefits Services in addition to Dayforce SaaS Services, the Minimum Monthly Employee Count specific to such managed Services will be calculated separately from the Minimum Monthly Employee Count for Dayforce SaaS Services.

4.3.3 The monthly Recurring Fees for Dayforce Managed Garnishments and Dayforce Managed Garnishments – Employee Contact Center will be invoiced and payable monthly in arrears based on the number of active garnishments each month, commencing after the first payroll processing in accordance with the designated bill cycle date as set forth above.

4.3.4 The monthly Recurring Fees for Dayforce Technical Account Manager, Dayforce Technical Account Manager – Additional, and Dayforce Dedicated Technical Account Manager will commence as of the date Implementation Services are started (generally by way of a project kick off meeting). Fees invoiced and payable prior to the Go Live Date will be discounted by fifty (50%) percent. A minimum of ninety (90) days' prior written notice to Ceridian is required to cancel Dayforce Technical Account Manager, Dayforce Technical Account Manager – Additional, or Dayforce Dedicated Technical Account Manager.

4.3.5 When and if made available by Ceridian, at Client's election, SMS text messaging for "Alerts and Notifications" functionality will be provided to Client at Ceridian's then current rate per message (both outbound and inbound messages shall be counted for the purposes of billing). Other miscellaneous charges may apply for mobile device access. Such Fees shall be billed based on the actual count for the previous month.

**4.4 Training Fees.** All event-based training Fees will be payable upon event completion. Subscription-based training Fees will be payable upon project kick-off (or if subscribed after kick-off, immediately upon subscription) and each renewal date thereof. Consulting-based training Fees will be invoiced on a time and materials basis, billed monthly based on the amount of work completed each month. The Fees stated in the Order Form have been calculated using an hourly rate based on the estimated hours stated therein, as determined by the Parties. The Fees payable will be based on actual hours worked. The training is for use within a twelve (12) month period, effective upon project kick-off of Implementation Services (or upon signing of subsequent Order Forms). The hourly rate will expire at the end of such twelve (12) month period. If Client terminates the Agreement, the associated Services, or the training project, as the case may be, for any reason, Client will be responsible to pay to Ceridian any Fees incurred for hours worked.

**4.5 Hardware Fees.** All One Time Fees in respect of purchased Ceridian Clocks, badges or other tangible items or hardware, will be invoiced upon shipment. Clock annual maintenance Recurring Fees will be invoiced upon shipment of the purchased Ceridian Clocks and each renewal date thereof. Clock subscription Recurring Fees will be invoiced upon shipment and each subsequent month. Recurring Fees with respect to webclocks will be invoiced upon configuration of the webclock and each subsequent month.

**4.6 Annual Fee Increase.** All Fees are subject to annual increases in an amount not to exceed the annual increase in the Annual Inflation Index for the respective billing currency (on a cumulative basis from the Subscription Start Date), the first such increase to be calculated and effective on the first anniversary of the Subscription Start Date.

**5. SERVICE TERM AND TERMINATION**

**5.1 Service Term and Fees payable for Early Termination.** The Agreement for the Services shall be effective and binding immediately upon execution of the Order Form, and unless terminated earlier by a Party as expressly permitted under the termination provisions of the Agreement, shall remain in effect for an initial Service Term equal to the number of months / years set forth in the Order Form calculated from the Subscription Start Date. The Service Term shall automatically continue after the expiration of the initial Service Term, on a month-to-month basis, on the same terms and conditions without the need for any written extension agreement, until terminated by either Party upon ninety (90) days' prior written notice to the other, or until terminated otherwise in accordance with the termination provisions in the Agreement. If Client terminates the Services prior to the expiration of the initial Service Term, in addition to being responsible to pay Ceridian Fees for all work and Services provided up to and including the effective date of termination of the Services (including all One Time Fees for work performed up to such date), Client shall be required to pay Ceridian the Early Termination Fee. Notwithstanding the foregoing, Client shall have the option to renew the initial Service Term for two (2) additional twelve (12) month periods (each a "Renewal Period"), on the same terms and conditions (with the exception that the Annual Fee Increase for each Renewal Period shall be at the Annual Inflation Index minus one percent (1%)), by providing Ceridian written notice not less than ninety (90) days prior to the expiration of the initial Service Term (or the first Renewal Period, as applicable) of its intention to exercise its option to renew.

**5.2 Early Termination Fee.** The early termination fee ("Early Termination Fee") is the fee payable by Client to Ceridian if Client terminates a Service before the end of the initial Service Term (except pursuant to Section 3.2.2 ("Material Breach") or Section 3.2.3 ("Insolvency") of the MSA by Ceridian). The Early

Termination Fee will be equal to the average monthly Recurring Fees (computed based on the average Recurring Fees paid by Client for Services during the three (3) month period preceding cancellation (or where three (3) months have not yet passed since the Go Live Date, then based on estimated annual fees as shown in the Order Form divided by twelve)) multiplied by the number of whole or partial months between the date that the cancellation is effective and the expiration date of the initial Service Term, less a discount equal to 25%.

**5.3 Transition Assistance.** Ceridian shall cooperate reasonably and in a timely manner on a time and materials basis with the efforts by Client, or any other party acting on Client's behalf, to provide for an orderly transition of the applicable Services to Client or another service provider.

**6. ADDITIONAL PROVISIONS**

**6.1 TeamRelate.** The TeamRelate feature made available via the Software is intended to be used as one part of an overall candidate and employee assessment process and is not designed or recommended for standalone use or as a replacement for the professional judgment of Client's employees. If Client becomes dissatisfied with the TeamRelate feature, Client's sole remedy shall be to discontinue its use.

**6.2 Extended Access to Historical Data.** To the extent Client is migrating the Services described hereunder from an existing Ceridian hosted platform (the "Prior Ceridian System"), Ceridian agrees to provide access to Client's data stored in the Prior Ceridian System (the "Historical Data") for a period of six (6) months following the Go Live Date (subject to any shorter retention period as required by applicable privacy or other laws) or on the Prior Ceridian System retirement date, whichever is earlier. Access to the Historical Data will be provided at no charge during such 6 month period. Unless otherwise agreed between the Parties in writing, access will be terminated without further notice upon expiration of the noted period.

**6.3 Dayforce Engagement.** Dayforce Engagement allows Client to conduct engagement surveys using pre-defined and Client-created surveys. Client remains solely responsible for complying with the laws and regulations associated with conducting engagement surveys, including any decisions affecting Employees and the conclusions drawn from the survey results.

**6.4 Dayforce Safety Monitor.** Dayforce Safety Monitor provides tools for collecting data relating to a public health emergency, and it is intended to be used as one part of Client's overall business continuity program. Dayforce Safety Monitor has not been designed or reviewed to comply with any specific application of the law, regulation or other requirement as it relates to Client. Client remains solely responsible for complying with any applicable laws relating to the collection of employee data.

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**Appendix A**
**SERVICE LEVEL AGREEMENT**

This document sets forth the specific performance measures that will be tracked and measured in connection with Ceridian's performance of the Services (the "*Service Levels*"), including the target level of Service which Ceridian strives to meet in delivering the Service (the "*Service Target*"), as well as the minimum acceptable level of Service below which Client shall be entitled to the recourse prescribed (the "*Minimum Acceptable Level*"). Ceridian will treat all Service Level failures as a priority and work diligently to avert or minimize any adverse effect such failure may have, including developing a work around solution. Ceridian will develop and implement a proposal for rectifying any such failure, and identify improved processes to identify, detect and avoid similar failures in the future. Without limiting the generality of anything herein, the Parties agree that in calculating the Service Levels for any period, Ceridian shall exclude any incident or failure which was caused by: (a) the negligence of Client, or Client failing to perform any of its covenants under the Agreement in a timely fashion or at all; and (b) any reason beyond the reasonable control of Ceridian, including (but not limited to) failure of Client's systems, failure of Client's internal network or access to the internet, acts of God, acts of war or terrorism, labor strikes or other act of force majeure.

If Ceridian fails to meet the Minimum Acceptable Level for a Service Level in any calendar month, Ceridian will provide a root cause analysis for the failure and a short-term plan (and long-term plan if appropriate) to return to acceptable Service Levels. If Ceridian fails to meet the Minimum Acceptable Level for the same Service Level any two consecutive calendar months, Ceridian will assign a senior support escalation contact to Client who will meet with the Client on a regular basis (at times and schedule as mutually agreed upon) until the Service Levels are restored.

## *1.0 Client Support Portal Service Levels*

**Objective:** Ceridian will respond in a timely fashion to support enquiries from Client Named Support Users submitted through Ceridian's online support portal.

**Definition:** Client Named Support Users will use Ceridian's online support portal to describe, categorize (in terms of nature and urgency) and submit requests for Support. Ceridian will provide a first response to such inquiry within the time frames set forth below.

**Method:** Case management system tickets opened during the current measurement period will be used to compute the following: Total number of inquiries submitted through the portal and responded to within the corresponding acceptable time frame, divided by the total number of inquiries submitted through the portal.

| Severity | Description | First Response | |
|---|---|---|---|
| | | Application Support Standard | Application Support Premium (if purchased) |
| **Urgent** | A complete inability to use major functionality within the application resulting in a serious impact to the Client's business operations with no existing workaround | Within 1 Business Hour (Monday to Friday) | Within 1 Hour (Monday to Sunday) |
| **High** | Severely limited ability to use major functionality within the application that could impact the Client's business operations, with workarounds that may not fully address the issue | Within 8 Business Hours (Monday to Friday) | Within 4 Business Hours (Monday to Friday) |
| **Medium** | Minor errors in functionality within the application, often accompanied by workarounds | Within 12 Business Hours (Monday to Friday) | Within 12 Business Hours (Monday to Friday) |
| **Low** | General inquiries on the use of the application or;<br>Minor cosmetic errors or incidents which otherwise do not require immediate attention or;<br>Rare errors that appear during unusual conditions or are otherwise unlikely in normal use or;<br>Errors which have a sustainable workaround | Within 24 Business Hours (Monday to Friday) | Within 24 Business Hours (Monday to Friday) |

**Performance Level:**

| Values | Metrics |
|---|---|
| Target Level for First Response | 95% of enquiries will be responded to within the designated time frame |
| Minimum Acceptable Level for First Response | 80% of enquiries responded to within the designated time frame. |

**Service Level Performance Tracking: Monthly**

***2.0 Software Availability***

**Objective:** Ceridian will provide Client's users with 24x7 access to information via the internet, except during scheduled maintenance.

**Definition:** The Client's production environment for the Software will be available 24 hours per day, 7 days a week, 365 days a year ("*Total Minutes*"), excluding:

(a) Regular Maintenance;
(b) unavailability due to improper configuration of the Software caused by the Client or the use of unsupported hardware or software; (collectively, "*Maintenance Minutes*").

The Client will be notified of scheduled maintenance through Ceridian's support notices program. An email will be sent from supportnotices@dayforce.com to all Client Named Support Users.

**Method:** Ceridian hosted services system records will be used to compute "Availability" as follows: (Total Minutes minus Maintenance Minutes) minus unscheduled downtime, divided by (Total Minutes minus Maintenance Minutes).

**Performance Level:**

| Values | Metrics |
|---|---|
| | |
| Target Level | 100% availability, excluding Maintenance Minutes. |
| Minimum Acceptable Level | 99.75% availability, excluding Maintenance Minutes. |

**Service Level Performance Tracking**: Monthly

***Example***

| | | |
|---|---|---|
| April Total Minutes | 30 days x 24 hrs x 60 mins | 43,200 Total Minutes |
| April Maintenance Minutes | 8 days x 4 hours / day x 60 mins | 1,920 |
| April Total Available Minutes | 43,200 – 1920 | 41,280 |
| April additional excused outages (e.g. force majeure) | 0 | 0 |
| April unexcused outages | 30 | 30 |

***Calculation***

**[(41, 280 – 30) / 41,280 = 99.93%**

**Result: Meets Minimum Acceptable Level.**

CERIDIAN

**SERVICE PARTICULARS**
**DAYFORCE PAYROLL TERMS**
(US)

*(APPLICABLE ONLY TO DAYFORCE BUNDLES WHICH CONTAIN DAYFORCE PAYROLL)*

## 1. CAPITALIZED AND DEFINED TERMS

**1.1** All capitalized terms used herein and not defined shall have the same meaning as in the other documents that form part of the Agreement (as defined in the MSA) or the Dayforce General Terms (the Service Terms applicable to all Dayforce bundles), as applicable.

**1.2** As used herein:

1.2.1 *"ACA"* means the Affordable Care Act;

1.2.2 *"ACA Forms"* means IRS Forms 1094-C and 1095-C;

1.2.3 *"Funding Authorization"* means such written authorization, power of attorney or other form executed by Client from time to time as reasonably required by Ceridian to authorize and permit Ceridian to withdraw money, forward payments or take other steps to facilitate the movement of payments as part of the Services;

1.2.4 *"Funds"* means those funds to be received by Ceridian from Client, in an amount equal to the Payments to be made for a particular Payroll;

1.2.5 *"Payments"* means any payments to be made by Ceridian on Client's behalf hereunder, to its Employees statutory remittances, tax filing liabilities and other third-party payments as directed by Client and agreed to by Ceridian;

1.2.6 *"Payroll"* means the Client Payments processed or to be processed by Ceridian with which the Services are associated;

1.2.7 *"Tax Forms"* means those forms, as supported by Ceridian's Software, as prescribed by Taxing Authorities from time to time which are required to be provided by Client to the Employees in connection with the remuneration paid or payable to the Employees;

1.2.8 *"Taxing Authorities"* means those government agencies to which tax remittances are made relating to compensation paid by Client to Employees, and any successors to such agencies; and

1.2.9 *"Trust"* means the trust(s) established pursuant to a written declaration of trust for the purposes of receiving Funds from its clients, or such additional or replacement trust(s) as may hereafter be established by Ceridian for such purposes.

## 2. ONGOING SERVICES

### 2.1 Funds Transfer (Ceridian Bank Account)

2.1.1 Ceridian's Obligations for Ceridian Direct Deposit and Ceridian Check. Where Ceridian is responsible for issuing Payments using the Trust, Ceridian will:

(i) issue the Payments in accordance with the Payroll and Payment processing schedule, as agreed upon by the Parties, to meet Client's Payroll obligations, by way of: (a) submitting Payment information to the appropriate funds transfer network(s) in the form required for the electronic crediting/direct deposit of payment to the designated accounts of Employees; and/or (b) create negotiable paychecks to the order of Employees drawn on the Trust account. Each paycheck will be printed on Ceridian check stock with Ceridian officer's signature and Ceridian logo;
(ii) for Ceridian Direct Deposit and Ceridian Check, process file reversals, request stop payment orders and request direct deposit reversals upon Client's written request
(iii) for Ceridian Direct Deposit and Ceridian Check process stop payments and direct deposit reversals upon Client's written request (subject to any time restrictions reasonably prescribed by Ceridian);
(iv) at the request of Client or at Ceridian's option, provide Client a report identifying un-cashed paychecks considered stale dated, and pay to Client an amount equivalent to any Payroll Funds held on account of Payments against which stop payments have been placed, or which are, according to banking practice, considered to be stale-dated (less a reasonable administration fee; or at the request of Client, such Payroll Funds may be credited to Client's next Payroll);
(v) notify Client of exceptions related to paychecks processing and pre-notification rejections, bank requested notification of change requests, and returned credits, as applicable ("Exceptions");
(vi) notify Client of any errors or other circumstances in the event Ceridian is unable to provide Payments and either re-performs Services (when possible) or arrange return of unpaid funds to Client. Unpaid Payroll Funds will be returned only after verification of available and sufficient fund balances (with time allowances for returned items) by the bank in which such funds are held; and
(vii) monitor and interpret changes to those laws and regulations in the Territory pertaining to payroll gross-to-net calculations (including tax tables / tax rates) and modify the Software and Services as required to incorporate such changes and ensure the Software performs all such calculations in compliance with the applicable laws and regulations.

2.1.2 Client's Obligations for Ceridian Direct Deposit and Ceridian Check. Where Ceridian is responsible for issuing Payments using the Trust, Client will:

(i) enter, maintain and transmit (via the Software) Payroll data to Ceridian, in such number of days as established by Ceridian (acting reasonably) prior to the date the paychecks are to be issued and deposits are to be made, as required to meet agreed upon processing schedules, as set forth in the Funding Authorization;
(ii) review and audit all Payroll data, reports and other materials prior to committing the Payroll. Client shall correct any discrepancies or errors in such materials prior to the next scheduled processing;
(iii) monitor changes to those laws specifically applicable to Client's business, interpreting applicable laws and regulations, determining the requirements for compliance with such laws and regulations, and notifying Ceridian of any changes to the Payroll processing required as a result of such laws;
(iv) be responsible for compliance with earning statement obligations, retirement and benefit election and remittance requirements, garnishment obligations and any incorrect payments made to Employees as a result of incorrect, incomplete, and/or changed data or information received by Ceridian from Client;
(v) correct Exceptions before transmitting Payroll data for Client's next Payroll (otherwise Client could be in breach of applicable laws or regulations);

(vi) be responsible for contacting payees to resolve payment of any voided paychecks and reimburse Ceridian for any losses and fees incurred by Ceridian in circumstances where Ceridian honors Client's request to initiate a stop payment order and issues a replacement check, but the check originally issued is subsequently presented for payment by a holder in due course (including fraud or misconduct on the part of Employees) and Client shall reimburse Ceridian for any payments made or fees resulting from holder in due course claims;
(vii) require Employees to complete, sign and maintain any account funding authorizations or other documents or authorizations necessary for Ceridian to provide Services, including authorizations for the initiation of credit entries. Without limitation, Client shall ensure that each Employee utilizing Ceridian Direct Deposit has authorized the initiation of credit entries and the crediting of the Employee account, as well as the debiting of the Employee account through a file reversal in the event of erroneous transactions (including but not limited to incorrect or duplicate transactions) a returned item from Client's account or any funding deficiency by Client (to extent permitted by law). Client must ensure that such authorizations are operative at the time of transmittal and crediting/debiting of the Employee accounts;
(viii) hereby grant to Ceridian the authority to issue Payments on behalf of Client, and to take such other action as may be necessary from time to time in connection with the provision of the Services, which might authorize to instruct its bank to stop payment and authorize to refuse payment as required to provide the Services;
(ix) forward or make available the Funds to an account established by the Trust as directed by Ceridian. The Funds will be provided by Client in a manner satisfactory to Ceridian (acting reasonably). Client will fully fund such account and as agreed upon by the Parties, shall either timely wire the funds, or shall timely authorize the initiation of debit entries and the debiting of the account in the amount and on the date specified and ensure that such authorization is operative at the time of transmittal and debiting of Client account. Ceridian shall not be obliged to release any Payroll documents or to make or honor any Payments until it has received confirmation that Client's financial institution upon which the Funds have been drawn has irrevocably honored such request for advance of funds. In this regard, Ceridian reserves the right, at its option, to implement such procedures as may reasonably be required to guarantee the irrevocable receipt by it of the Funds prior to Ceridian paying out any such funds;
(x) provide Ceridian with Funds in an amount equal to the tax liability Payments to be made for a particular Payroll; and
(xi) pay for all reasonable expenses incurred by Ceridian as a result of Client errors or omissions.

## 2.2 Payment Solutions (Client Bank Account)

2.2.1 Ceridian's Obligations. Where Client elects to issue Payments using its own checks and / or drawn on its own bank account, Ceridian will:
(i) issue the Payments in accordance with the Payroll and Payment processing schedule, as agreed upon by the Parties, to meet Client's Payroll obligations, by way of: (a) submitting Payment information to the appropriate funds transfer network(s) in the form required for the electronic crediting/direct deposit of payment to Client's bank account; and/or (b) create negotiable paychecks to the order of Employees drawn on the Client's bank account. Each paycheck will be printed on standard check stock with Client officer's signature and, if selected, Client's logo using the check data and account provided by Client;
(ii) process file reversals, and request direct deposit reversals upon Client's written request;
(iii) notify Client of exceptions related to paychecks processing and pre-notification rejections, bank requested notification of change requests, and returned credits related to direct deposit services ("Exceptions");
(iv) notify Client of any errors or other circumstances in the event Ceridian is unable to provide payments and either re-performs Services (when possible) or arrange return of unpaid funds to Client. Unpaid Funds will be returned only after verification of available and sufficient fund balances (with time allowances for returned items) by the bank in which such funds are held; and
(v) monitor and interpret changes to those laws and regulations in the Territory pertaining to payroll gross-to-net calculations (including tax tables / tax rates) and modifying the Software and Services as required to incorporate such changes and ensure the Software performs all such calculations in compliance with the applicable laws and regulations.

2.2.2 Client's Obligations. Where Client elects to issue Payments using its own checks and / or drawn on its own bank account, Client will:
(i) enter, maintain and transmit (via the Software) Payroll data to Ceridian, such number of days as established by Ceridian (acting reasonably) prior to the date the paychecks are to be issued and deposits are to be made, as required to meet agreed upon processing schedules, as set forth in the Funding Authorization;
(ii) review and audit all Payroll data, reports and other materials prior to committing the Payroll. Client shall correct any discrepancies or errors in such materials prior to the next scheduled processing;
(iii) monitor changes to those laws specifically applicable to Client's business, interpreting applicable laws and regulations, determining the requirements for compliance with such laws and regulations, and notifying Ceridian of any changes to the Payroll processing required as a result of such laws;
(iv) be responsible for compliance with earning statement obligations, retirement and benefit election and remittance requirements, garnishment obligations and any incorrect payments made to Employees as a result of incorrect, incomplete, and/or changed data and information received by Ceridian from Client;
(v) correct Exceptions before transmitting Payroll data for Client's next Payroll (otherwise Client could be in breach of applicable laws or regulations);
(vi) be responsible for contacting payees to resolve payment of any voided paychecks and reimburse Ceridian for any losses and fees incurred by Ceridian in circumstances where Ceridian honors Client's request to initiate a stop payment order and issues a replacement check, but the check originally issued is subsequently presented for payment by a holder in due course (including fraud or misconduct on the part of Employees);
(vii) require Employees to complete, sign and maintain any account funding authorizations or other documents or authorizations necessary for Ceridian to provide Services, including authorizations for the initiation of credit entries. Without limitation, Client shall ensure that each Employee utilizing Ceridian's direct deposit service has authorized the initiation of credit entries and the crediting of the Employee account, as well as the debiting of the Employee account through a file reversal in the event of a returned item from Client's account or any funding deficiency by Client (to extent permitted by law). Client must ensure that such authorizations are operative at the time of transmittal and crediting/debiting of the Employee accounts;
(viii) hereby grant to Ceridian the authority to issue Payments on behalf of Client, and to take such other action as may be necessary from time to time in connection with the provision of the Services, which might authorize to instruct its bank to stop payment and authorize to refuse payment as required to provide the Services;
(ix) ensure the Funds are available in the account from which Ceridian is drawing the Client Checks and/or initiating the Payments and authorize the initiation of debit entries and the debiting of the account in the amount and on the date specified and ensure that such authorization is operative at the time of transmittal of Client account; and
(x) pay for all reasonable expenses incurred by Ceridian as a result of Client errors or omissions.

**2.3 Tax Filing Services**

2.3.1 Ceridian's Obligations. Ceridian will:

(i) prepare, deposit, and file Client's Payroll tax returns for those federal, state and local jurisdictions supported by Ceridian and reflected on Client's Tax jurisdictional profile;

(ii) remit Client's tax liabilities to Taxing Authorities as supported by Ceridian;

(iii) provide Client with a regular tax statement for each Client tax registration number processed by Ceridian;

(iv) provide, prepare and file employer Tax Forms in the formats required by each Taxing Authority provided that Ceridian has provided tax filing Services for Client for the entire calendar year or Client has provided year to date or quarterly tax filing data in accordance with Section 2.3.2(vii);

(v) respond to all Taxing Authorities inquiries pertaining to jurisdictions processed by Ceridian for periods of services provided by Ceridian. Ceridian shall provide Client with copies of correspondence sent to Taxing Authorities in the resolution of the inquiry; and

(vi) provide Client with online access to account information, including tax deposit history.

2.3.2 Client's Obligations. Client will:

(i) prior to the first Payroll date, provide Ceridian with such information, forms, Powers of Attorney, written authorizations and other documentation as reasonably required by Ceridian in order to enable Ceridian to determine paid and accrued taxes and tax liabilities, and to remit Client's tax liabilities and otherwise act on Client's behalf in this regard;

(ii) provide accurate account numbers, remittance frequency and all other information required from time to time to permit accurate and timely remittance by Ceridian;

(iii) notify Ceridian in writing immediately of any changes to the frequency with which it must make its statutory remittances and provide Ceridian with any notices it receives from the Taxing Authorities relating to the frequency of such remittances or any other reporting requirements. Client shall continue to receive, review and be the contact for all correspondence and all other communications with the Taxing Authorities, but Client authorizes Ceridian to discuss matters relating to remittance of Client's source deductions with such Taxing Authorities;

(iv) communicate in writing any changes in services or changes that affect the information provided by Client to Ceridian ten (10) Business Days prior to the desired effective date of such change. Any penalty or other charges that result from incorrect, incomplete, or changed tax information provided by Client is Client's sole and exclusive liability and responsibility. Ceridian is not responsible for any matters existing prior to Ceridian's first Payroll date;

(v) review and compare the transmitted liabilities with Ceridian posted liabilities and notify Ceridian of any discrepancies within one (1) Business Day of initial receipt (or such other time period as reasonably established by Ceridian in accordance with its processing schedule

(vi) enter, maintain and transmit (via the Software) Payroll data to Ceridian, such number of days as established by Ceridian (acting reasonably) prior to the date the paychecks are to be issued and deposits are to be made, as required to meet agreed upon processing schedules;

(vii) provide mid quarter data within two (2) weeks of the Go Live Date, or by the 15th day of March, June, September, or December, whichever comes first, if Client's Go Live Date is after tax liabilities have been paid by Client in the quarter of service (or by such other deadlines as reasonably established by Ceridian from time to time in accordance with its processing schedule);

(viii) assist Ceridian in responding to inquiries or in processing amendment requests by providing the information necessary to meet Tax Authority requirements. Client shall provide Ceridian with written approval for amendments or inquiries resulting in additional tax, penalty and/or interest due, and agrees to fund these amounts in full prior to completion and submission;

(ix) retain records according to the schedules established by Taxing Authorities for Client. Ceridian has no responsibility or liability for maintaining or retaining records on behalf of Client;

(x) submit any necessary changes to the year-end tax file in accordance with the time frames reasonably established by Ceridian (such time frames will be established based on the time required, after receipt of such information by Ceridian, for Ceridian to perform its responsibilities within the time prescribed by the Taxing Authorities); and

(xi) provide Ceridian with Funds in an amount equal to the tax liability Payments to be made for a particular Payroll.

**2.4 Year End Employee Tax Forms**

2.4.1 Ceridian's Obligations. Ceridian will:

(i) deliver the Tax Forms to Client no later than five (5) Business Days (or such other deadline as reasonably established by Ceridian from time to time in accordance with its processing schedule) after Client has committed/released to print (through the Software functionality) the Tax Forms in the year immediately following the calendar year for which the Tax Forms are being prepared (subject to Client's obligations to provide data and review output as contemplated herein, in a timely fashion);

(ii) provide support services via Ceridian's designated support portal for Client's technical personnel and primary users of the Services;

(iii) annually publish the Tax Forms production schedule;

(iv) print and/or post the type(s) and quantity of Tax Forms specified by Client and as the data appears in the file transmitted by Client; and

(v) package Tax Forms for shipment within five (5) Business Days (or such other deadline as reasonably established by Ceridian from time to time in accordance with its processing schedule) after Client has committed (through the Software application) to print/release the Tax Forms. Additional charges will apply for any Client requested (a) sorting and/or splitting, or (b) printing of Tax Forms.

2.4.2 Client's Obligations. Client will:

(i) review Tax Forms upon receipt of same and notify Ceridian of any errors in such materials within two (2) Business Days (or such other deadline as reasonably established by Ceridian from time to time in accordance with its processing schedule) of receipt of printed Tax Forms; and

(ii) adhere to the annually published Tax Forms production schedule provided by Ceridian including: (a) completion of any necessary adjustments in the timeframe designated by Ceridian; and (b) committing the Tax Forms to print.

**2.5 Wage Attachment Disbursements**

2.5.1 Ceridian's Obligations. Ceridian will:

(i) timely prepare and deposit Client's wage garnishment liabilities for those federal, state, and local payment processing units and individual third parties supported by Ceridian to which an Employee owes a debt and has agreed or is compelled by appropriate governmental authority to resolve via garnishment of Employee's wages;

(ii) collect funds to cover the total amount of wage garnishment liabilities transmitted by Client in accordance with the terms set forth in the Funding Authorization or in accordance with the timelines established by Ceridian from time to time, acting reasonably; and

(iii) provide a statement of account activity to Client summarizing funds collection and disbursement transactions. Ceridian is not responsible for providing additional administrative services including agency research, account reconciliation, and wage garnishment data input and adjustments except where Ceridian has agreed in writing to provide such services.

2.5.2 Client's Obligations. Client will:

(i) provide wage garnishment data including wage order data, wage garnishment amounts, payee addresses, bank account information in a Ceridian approved format as outlined in user manuals, client communications and service advisories within the timeframes as required in respect of the Payroll data generally;

(ii) provide funds to cover the total amount of wage garnishment liabilities transmitted by Client in accordance with the terms set forth in the Funding Authorization;

(iii) notify Ceridian of any unscheduled and/or special Payroll runs that will impact wage garnishment data including void, manual, and/or adjustment transactions;

(iv) correct any errors before transmitting Client's next Payroll or wage garnishment data transmission. Any penalty or other charges that result from incorrect, incomplete, and/or changed wage garnishment data received by Ceridian from Client, or from Client's changed information or signatures and documents in Client's possession that are not provided to Ceridian in a timely manner are Client's sole and exclusive responsibility; and

(v) compensate Ceridian for any applicable late or miscellaneous fees related to the services. Any penalty or other charges that result from incorrect, incomplete, and/or changed wage garnishment data received by Ceridian from Client, or from Client's changed information that it has not disclosed to Ceridian in a timely manner is Client's sole and exclusive responsibility.

**2.6 ACA Forms Filing Services** *(APPLIES ONLY WHEN ACA MANAGEMENT IS PURCHASED)*

2.6.1 Ceridian will, upon receipt of complete, accurate and properly coded data in the format specified by Ceridian, annually file Client's ACA Forms in the format required by the Taxing Authority.

2.6.2 Client's Obligations. Client will:

(i) prior to the Go Live Date and at appropriate intervals thereafter, provide Ceridian with such information, forms, written authorizations and other documentation as reasonably required by Ceridian to file ACA Forms;

(ii) provide complete and accurate data to Ceridian in a Ceridian specified manner, and promptly review and validate data and correct any incomplete, inaccurate and improperly coded data. Taxing Authorities will not accept a data file that is incomplete or improperly formatted;

(iii) adhere to the annually published ACA Forms production schedule provided by Ceridian including: (a) completion of any validation and necessary adjustments in the timeframe designated by Ceridian; and (b) committing the ACA Forms to Ceridian for processing; and

(iv) respond to Taxing Authority inquiries related to the ACA Forms.

**2.7 ACA Forms Print and Image Services** *(APPLIES ONLY WHEN ACA MANAGEMENT IS PURCHASED)*

2.7.1 Ceridian's Obligations. Ceridian will:

(i) annually publish the ACA Forms production schedule;

(ii) subject to Client's obligations to provide complete, accurate and properly coded data, in a timely fashion, print and package ACA 1095-C Forms for shipment in accordance with its processing schedule. Employees may opt-out of receiving a printed form using the self-service functionality in the Software. Additional charges will apply for printing as well as any Client requested splitting of ACA Forms;

(iii) make available a copy of ACA Forms within the Software for review and approval by Client administrators. Upon approval, ACA Forms may be printed from the system; and

(iv) provide support services via telephone, electronic mail and/or access to Ceridian's designated web site for Client's technical personnel and primary users of the Services.

2.7.2 Client's Obligations. Client will:

(i) complete web setup provided by Ceridian;

(ii) provide complete and accurate data to populate ACA Forms, and promptly review and validate data (including any codes auto-populated by the Software), and correct any incomplete, inaccurate and improperly coded data. Taxing Authorities will not accept a data file that is incomplete or improperly formatted; and

(iii) adhere to the annually published ACA Forms production schedule provided by Ceridian including: (a) completion of any validation and necessary adjustments in the timeframe designated by Ceridian; and (b) committing the ACA Forms to Ceridian for processing.

**2.8 Employment and Salary Verification** *(APPLIES ONLY WHEN EMPLOYMENT AND SALARY VERIFICATION IS PURCHASED)*

2.8.1 Ceridian's Obligations. Ceridian will:

(i) conduct employment, income and other employment status verification searches (at the then current rate, to be confirmed at time of ordering) for Client. The third party contractor through whom Ceridian provides this Service is a Consumer Reporting Agency, as defined by the federal Fair Credit Reporting Act (FCRA). Information about applicable regulations currently in effect can be found at the Consumer Financial Protection Bureau's website: www.consumerfinance.gov/learnmore. The specific obligations of Furnishers of Information under the FCRA can be found at www.federalregister.gov/articles/2012/11/14/2012-27581/fair-credit-reporting-regulation-v-correction#h-14.

2.8.2 Client's Obligations. Client will:

(i) provide Ceridian with the required information in time for Ceridian to complete the Services in accordance with the mutually agreed upon processing schedule;

(ii) as the data furnisher, be solely responsible for the accuracy of all data and information provided to Ceridian, and in this regard will participate (as needed) in consumer dispute resolution process that may occur related to the accuracy of information provided to Ceridian.

**3. DAYFORCE WALLET / CARD PROGRAM.** *(APPLIES ONLY WHEN CLIENT SUBSCRIBES FOR DAYFORCE WALLET IN AN ORDER FORM)*

**3.1** As used in this Section 3:

3.1.1 "*Accountholder Agreement*" means the agreement to be entered into directly between an Employee and the Issuing Bank, with respect to the Employee's use of the Card and Dayforce Account;

3.1.2 "*Advance*" means any advance of monies made by Ceridian DF Licensing to the Trust, on behalf of the Client, in connection with and to fund On-Demand Pay, including:

(i) On-Demand Pay amounts deposited into Dayforce Accounts;

(ii) applicable source deductions payable to Taxing Authorities in respect of Advances made to Employees; and

(iii) payments made to other third parties (in accordance with the rules configured in the Software) in connection with Advances made to Employees, including garnishments and benefit premiums;

3.1.3 "*Card*" means the access device or number associated with a Dayforce Account;

3.1.4 "*Ceridian DF Licensing*" means Ceridian Dayforce Licensing LLC, an Affiliate of Ceridian, licensed to provide the Advances contemplated for On-Demand Pay;

3.1.5 "*Dayforce Account*" means a Ceridian designated prepaid account established by an Employee with the Issuing Bank, into which Ceridian may distribute Payments (on behalf of the Client) to the Employee;

3.1.6 "*Dayforce Card Program*" (referred to as "*Dayforce Wallet*" on the Order Form) means, collectively, the overall program and associated mobile application functionality whereby Payments are made to the Dayforce Accounts, and (if made available by the Client) Employees may request advance payments of their wages or other compensation through On-Demand Pay, all as more particularly described in this Section 3;

3.1.7 *"Issuing Bank*" means the bank with which Ceridian has contracted to issue the Dayforce Accounts and Cards;

3.1.8 *"Line of Credit Agreement"* means the Line of Credit Agreement between Client and Ceridian DF Licensing, pursuant to which Ceridian DF Licensing will make available the Advances, the terms and conditions of which are set forth in Appendix A hereto;

3.1.9 "*Maximum Employee Advance*" means, in respect of each Employee, an amount equal to the Employee's gross wages or other compensation earned (during the then current Payroll period, as reflected in the Software) as of the date of the Advance request,

3.1.10 *"Network*" means the MasterCard, Cirrus and Maestro networks or substitute networks through which the Cards are accepted;

3.1.11 "*Next Scheduled Payroll*" means, at any given time, Client's immediately next scheduled Payroll to be processed hereunder;

3.1.12 *"On-Demand Pay"* means, where made available by Client to its Employees, the feature of the Dayforce Card Program whereby Ceridian (through Ceridian DF Licensing, under the Line of Credit Agreement) makes available to an Employee, an advance of net earned wages (or other earned compensation) prior to the Next Scheduled Payroll, by payment of such net earned amounts into the Employee's Dayforce Account; and

3.1.13 *"Rules"* means the laws, rules, regulations, by-laws or other operating standards or requirements of: (a) any Network; (b) any other card association operating a payment network which is utilized by Ceridian or the Issuing Bank for the purposes of provisioning a Dayforce Account or Card; (c) the National Automated Clearinghouse Association; or (d) other applicable regulators or associations with jurisdiction over activities associated with the Dayforce Card Program.

**3.2 General.** The Dayforce Card Program enables Client to make available to its Employees, the following:

3.2.1 the ability for Employees to establish individualized Dayforce Accounts, into which Payments (including On-Demand Pay) may be deposited, and from which the Employee may store, transfer and distribute funds, all as contemplated in the Accountholder Agreement; and

3.2.2 the ability to request payment of all or a portion of the Employee's wages or other compensation earned to date, prior to the Client's Next Scheduled Payroll.

**3.3 Dayforce Accounts.** In order to participate in the Dayforce Card Program, an Employee must enter into an Accountholder Agreement directly with the Issuing Bank. The Parties acknowledge and agree that the Dayforce Accounts are "payroll card accounts" as defined in Regulation E (12 CFR Part 205). Monies payable to an Employee will be deposited into an omnibus account in the name of the Issuing Bank (and under the issuing Bank's tax identification number), for the benefit of all Accountholders. Employee rights and obligations with respect to the Dayforce Account will be established by, and subject to, the terms and conditions of the Accountholder Agreement made between the Employee and the Issuing Bank, and may be maintained by Employee after his / her employment with Client ends. Ceridian or the Issuing Bank may refuse to issue or distribute a Dayforce Account to any Employee for which Ceridian or the Issuing Bank has not been able to independently verify the identity of the Employee, or where Ceridian has determined, in its sole discretion (acting reasonably), that an Employee represents an unreasonable risk (e.g. the Employee appears on a prohibited persons list).

**3.4 Client Covenants.** Client covenants, represents and warrants as follows:

3.4.1 it will offer Dayforce Accounts in accordance with applicable law; and

3.4.2 it will not distribute Payroll to Employees via Dayforce Accounts without first providing each Employee a copy of the applicable Accountholder Agreement and the Dayforce Accounts Fees disclosure form;

3.4.3 it will distribute to Employees such other program compliance related materials as may be reasonably requested by Ceridian from time to time; and

3.4.4 it will not distribute any materials with respect to the Dayforce Card Program that are not approved by Ceridian in advance.

**3.5 Responsibility for Cards**. To the extent physical Cards are provided to Client, Client accepts full responsibility for such Cards while in its possession or control (including inventory tracking and management), and will comply with all Rules issued at the time of physical card implementation. Client shall notify Ceridian and/or Ceridian's designee immediately upon becoming aware of any loss, theft, unauthorized use or fraudulent use of Cards and shall be fully responsible for the unauthorized or fraudulent use thereof.

**3.6 Program Audit Rights.** Client agrees that Ceridian, the Issuing Bank, and regulatory authorities having jurisdiction over Issuing Bank or Ceridian, will have the right to audit and inspect Client's books and records related to the Dayforce Card Program and Client's performance of its obligations with respect thereto, including: (a) any of Client's records pertaining to the set-up of Employees for participation in the Dayforce Card Program; and (b) marketing materials related to the Program. In the event a communication from a governmental authority regarding the Dayforce Card Program is received: (1) by Client, Client will promptly notify Ceridian; and (2) reasonably cooperate with any such inquiry received by Client, Ceridian or the issuing Bank.

**3.7 On-Demand Pay.**

3.7.1 As and when requested (and initiated) by an Employee through the Software, Ceridian will cause Ceridian DF Licensing to make an Advance (to the Trust) in an amount not to exceed the Maximum Employee Advance, to be distributed by the Trust as follows:

(i) payment of Employee's net wages (or other compensation) earned into the Employee's Dayforce Account.

(ii) withholding, and paying when due, the tax liabilities (as described in Section 2.3.1 above) payable in respect of the Advance, to the Taxing Authorities; and

(iii) withholding, and paying when due, other applicable third party payments (as configured in the Software) payable in respect of the Advance (such as, by way of example only, garnishments), to the respective third parties.

For the avoidance of doubt, certain limits and restrictions with respect to Advances can be configured in the Software, but in no event will an Employee be permitted to receive an Advance in an amount greater than the Maximum Employee Advance.

3.7.2 The Advances will be made by Ceridian DF Licensing on an interest free basis, provided the Advances are repaid in full on the Next Scheduled Payroll from the Payroll Funds provided by Client for the Next Scheduled Payroll. For the avoidance of doubt, Client will not be entitled to carry an ongoing balance beyond the Next Scheduled Payroll. Ceridian reserves the right to charge interest on any Advances not paid in full by the Next Scheduled Payroll, which will accrue from the date of default, at the interest rate as set forth in the Line of Credit Agreement.

3.7.3 Ceridian reserves the right to cease making Advances, in whole or in part, or to institute limits on the Advances, as it considers reasonable and prudent, at any time and from time to time, in its sole discretion. In this regard, Client acknowledges and agrees that while Ceridian (and Ceridian DF Licensing) may provide Advances under the Line of Credit Agreement initially without requiring security for the Line of Credit (by way of example only, during a pilot phase or initial roll out of the Dayforce Card Program), a priority security interest or other form of protection or assurance with respect to the Line of Credit will be required from Client when the On-Demand Pay feature is used by more Employees and / or the aggregate amount of the Advances exceeds the limits established by Ceridian where security is required, in its sole discretion.

3.7.4 In order to facilitate the Advances contemplated in connection with On-Demand Pay, Ceridian has arranged for its Affiliate, Ceridian DF Licensing, to provide Client a short term credit facility, on the terms and conditions as set forth in the Line of Credit Agreement. The Advances to be made by Ceridian DF Licensing under the Line of Credit will be provided directly to the Trust, to be distributed as set forth in Section 3.7.1 above, for and on behalf of the Client. **BY EXECUTING AN ORDER FORM SUBSCRIBING FOR THE DAYFORCE WALLET, IN ADDITION TO AGREEING WITH CERIDIAN TO THE TERMS OF THIS SECTION 3, CLIENT IS ALSO AGREEING WITH CERIDIAN DF LICENSING TO BE BOUND BY AND COMPLY WITH THE TERMS AND CONDITIONS OF THE LINE OF CREDIT AGREEMENT.** Access to the On-Demand Pay feature of the Dayforce Card Program, and the obligation of Ceridian to cause Advances to be made, is subject to Client agreeing to, and complying at all times with, the terms and conditions of the Line of Credit Agreement.

**3.8 Contact with Employees**. Client acknowledges and agrees that Ceridian (and / or the Issuing Bank, as applicable) may directly contact Employees as reasonably required in connection with the Dayforce Program, including: to provide additional information about features and functionality associated with the Dayforce Card Program; requesting information required to set up or maintain a Dayforce Account or Card, including verification of identity; provide support for Employees in connection with the Dayforce Card Program; and otherwise as reasonably required to meet its obligations to Client and the Employees in connection with the Dayforce Card Program.

**3.9 Right to Change or Discontinue the Program**. The Dayforce Card Program may be modified, suspended or discontinued by Ceridian at any time or from time to time, including as necessary to remain compliant with the Rules.

## 4. ADDITIONAL PROVISIONS

**4.1 Client's Acknowledgement Regarding Trust Funds**. Ceridian has established and shall maintain the Trust for the purpose of holding and keeping Funds and other trust funds received from its clients separate from Ceridian's own property. For clarity, the principal amount of the Funds received by Ceridian from Client shall at all times while in the possession or control of Ceridian, be held in the Trust. Client acknowledges that Ceridian is entitled to invest monies held by the Trust in accordance with the investment guidelines established from time to time by Ceridian, and that Ceridian, in its own capacity, is entitled as income beneficiary to all income and gains derived or realized from such investments and is not accountable to Client, the Employees, or any other person for such income or gains. The Trust is entitled to pledge such investments for borrowings of the Trust to facilitate the Payments, rather than converting the investments into cash. Notwithstanding any limitation of liability contained in the MSA, Ceridian shall fully and completely indemnify and save Client and Client's Affiliates harmless from and against any and all loss of any portion of the principal amount of the Funds (including any losses of principal resulting from the investment of the Funds) caused by Ceridian, to the extent such Funds were actually received by Ceridian.

**Appendix A**

**Dayforce Card Program - Line of Credit Agreement**

This line of credit agreement ("*Line of Credit Agreement*") is made between Client and Ceridian Dayforce Licensing LLC ("*Ceridian DF Licensing*"), an Affiliate of Ceridian, as of the date of the Order Form signed by the Client subscribing for the Dayforce Card Program. Capitalized terms used herein are defined below.

**RECITALS**

**WHEREAS:**

**A.** Client and Ceridian HCM, Inc. ("*Ceridian*") have entered into (or are contemporaneously herewith entering into) the Ceridian HCM Agreement, pursuant to which the Parties agree that Ceridian will be providing Client with certain payroll processing services.

B. Client is desirous of its Employees having access to Advances under the On-Demand Pay functionality offered by Ceridian under the Agreement.

C. In order to facilitate the Advances contemplated in connection with On-Demand Pay, Ceridian has arranged for its Affiliate, Ceridian DF Licensing, to provide a short term credit facility to Client, on the terms and conditions as set forth in this Line of Credit Agreement.

**NOW, THEREFORE,** in consideration of the premises and of the mutual covenants contained in this Line of Credit Agreement, Client and Ceridian DF Licensing agree as follows:

**1. CAPITALIZED AND DEFINED TERMS; INCORPORATION OF TERMS**

**1.1. Incorporation of Terms.** This Line of Credit Agreement is entered into between Client and Ceridian Dayforce Licensing, in connection with the Ceridian HCM Agreement. In this regard, the Parties agree that the terms and conditions of the Master Services Agreement shall also apply to this Line of Credit Agreement, and are incorporated herein by reference; provided, however, that Section 8 (Limitation of Remedies) or any other similar provision of the Master Services Agreement limiting a party's liability to a multiple of the Fees paid by the Client thereunder, shall not apply to this Line of Credit Agreement. In the event of any conflict between the terms of the Master Services Agreement and the terms of this Line of Credit Agreement, the terms of this Line of Credit Agreement will prevail. All capitalized terms used herein and not defined shall have the same meaning as in the other documents that form part of the Ceridian HCM Agreement. In this regard, and for ease of reference, certain terms defined in the Ceridian HCM Agreement which are applicable to this Line of Credit Agreement, have been reproduced below, together with additional defined terms used herein.

**1.2. Defined Terms**. As used herein:

**1.2.1.** "*Advance*" means any advance of monies made by Ceridian DF Licensing to the Trust, on behalf of the Client, in connection with and to fund On-Demand Pay, including:

1.2.1.1. On-Demand Pay amounts deposited into Dayforce Accounts;

1.2.1.2. applicable source deductions payable to Taxing Authorities in respect of Advances made to Employees; and

1.2.1.3. payments made to other third parties (in accordance with the rules configured in the Software) in connection with Advances made to Employees, including garnishments and benefit premiums;

**1.2.2.** "*Ceridian HCM Agreement*" means the written agreement between Client and Ceridian pursuant to which Client engaged Ceridian to provide Client with certain payroll processing services, the details of which are known to the parties. The terms and conditions applicable to such agreement are set forth in an Order Form, together with the various terms and conditions incorporated therein by reference, including a Master Services Agreement, Service Particulars, Statement(s) of Work and other applicable documents and funding authorizations;

**1.2.3.** "*Ceridian DF Licensing*" means Ceridian Dayforce Licensing LLC, an Affiliate of Ceridian, licensed to provide the Advances contemplated for On-Demand Pay;

**1.2.4.** "*Dayforce Account*" means a Ceridian designated prepaid account established by an Employee with the Issuing Bank, into which Ceridian may distribute Payments (on behalf of the Client) to the Employee;

**1.2.5.** "*Dayforce Card Program*" means, collectively, the overall program whereby Payments are made to the Dayforce Accounts, and (if made available by the Client) Employees may request advance payments of their wages or other compensation through On-Demand Pay, all as more particularly described in the Ceridian HCM Agreement;

**1.2.6.** *"Issuing Bank*" means the bank with which Ceridian has contracted to issue the Dayforce Accounts and Cards;

**1.2.7.** *"Line of Credit Agreement"* means this Line of Credit Agreement;

**1.2.8.** "*Master Services Agreement"* means the written Master Services Agreement comprising part of the Ceridian HCM Agreement, and any schedules, appendices or other attachments thereto;

**1.2.9.** "*Maximum Credit Limit*" has the meaning set forth in Section 2.1.2 below;

**1.2.10.** "*Maximum Employee Advance*" means, in respect of each Employee, an amount equal to the Employee's gross wages or other compensation earned (during the then current Payroll period, as reflected in the Software) as of the date of the Advance request,

**1.2.11.** "*Next Scheduled Payroll*" means, at any given time, Client's immediately next scheduled Payroll to be processed hereunder;

**1.2.12.** *"On-Demand Pay"* means, where made available by Client to its Employees, the feature of the Dayforce Card Program whereby Ceridian (through Ceridian DF Licensing, under the Line of Credit Agreement) makes available to an Employee, an advance of net earned wages (or other earned compensation) prior to the Next Scheduled Payroll, by payment of such net earned amounts into the Employee's Dayforce Account; and

**1.2.13.** "*Prime Rate*" means the annual rate of interest announced from time to time by Ceridian's primary financial institution as a reference rate then in effect for determining interest rates on U.S. dollar commercial loans in the United States.

**2. TERMS OF ADVANCE**

**2.1. Advances.** Ceridian DF Licensing agrees to provide short term credit facility to Client, by way of Advances to be made to the Trust on behalf of Client to facilitate the On-Demand Pay requests, in accordance with the following:

**2.1.1. Employee Advances.** As and when requested by Ceridian (as initiated by an Employee through the Software), Ceridian DF Licensing will make an Advance to the Trust up to the Maximum Employee Advance, for and on behalf of the Client, for distribution to the Employee and others by the Trust as contemplated under the terms of the Dayforce Card Program. Each Advance processed by Ceridian DF Licensing will be considered an Advance at the end of the Business Day on the date of processing of the Advance.

**2.1.2. Client Advance Limits and Restrictions.** Ceridian DF Licensing reserves the right, in its sole and absolute discretion, to institute a maximum dollar amount (the "*Maximum Credit Limit"),* or to impose other restrictions or limits on the Advances to be made on behalf of the Client to its Employees hereunder. The Maximum Credit Limit and other restrictions and limits are subject to review and revision by Ceridian DF Licensing from time to time, with any such change to be communicated to Client in writing no less than one Payroll period in advance. In addition, this Line of Credit Agreement may be temporarily suspended from time to time, or terminated by Ceridian DF Licensing at any time, in each case in Ceridian DF License's sole discretion.

**2.1.3. Due Diligence.** Prior to the initial Advance and periodically thereafter, Ceridian DF Licensing may conduct due diligence to determine Client's eligibility to participate in the On-Demand Pay program. Client agrees to provide Ceridian DF Licensing with reasonable access to information as reasonably requested from time to time to evaluate Client's suitability for participation in the On-Demand Pay program, or to establish or review limits imposed on the Advances.

**2.2. Notice of Client Default.** Client agrees to immediately notify Ceridian DF Licensing upon becoming aware of the existence of any condition or event which with the lapse of time or failure to give notice would cause Client to be in breach of its obligations under this Line of Credit Agreement, including the ability to repay outstanding Advances. Such written notice will specify the nature and period of the existence of such condition or event, and any action which Client is taking or propose to take with respect thereto.

## 3. REPAYMENT

**3.1. Repayment of Outstanding Advances.** Client agrees to repay all outstanding Advances in full on the Next Scheduled Payroll, from Funds provided in the ordinary course by Client for the Next Scheduled Payroll, or such other payment method as agreed upon by Ceridian or Ceridian DF Licensing. For the avoidance of doubt, Client will not be entitled to carry an ongoing balance beyond the Next Scheduled Payroll. Ceridian DF Licensing reserves the right to charge interest on any Advances not paid in full by the Next Scheduled Payroll, with interest accruing from the date of default, at an interest rate equal to the Prime Rate plus two (2%) percent.

**3.2. Client Breach**. If Client fails to pay the full amount of all outstanding Advances on the Next Scheduled Payroll, Client agrees that Ceridian DF Licensing may:

**3.2.1.** immediately terminate Client's and/or its Employees' participation in On-Demand Pay;
**3.2.2.** subject to any right to notice of default and right to cure required by state law, declare all outstanding Advances immediately due and payable,
**3.2.3.** debit Client's bank account for all outstanding Advances;
**3.2.4.** exercise a right of offset against other Funds held in Trust on behalf of Client; and
**3.2.5.** pursue any and all other remedies available to it at law.

Client waives any and all defenses to liability under this Line of Credit Agreement other than payment in full.

**3.3. Attorneys' Fees and Collection Costs.** To the extent not prohibited by applicable law, Client shall pay Ceridian DF Licensing, on demand, any and all expenses, including, but not limited to, arbitration filing and other fees, collection costs, reasonable attorneys' fees, and all other expenses expended by Ceridian DF Licensing to obtain or enforce payment obligations of Client hereunder.

## 4. ADDITIONAL TERMS

**4.1. Additional Assurance.** Ceridian DF Licensing has agreed to provide an initial Line of Credit to Client, for the purposes Client's pilot participation in the On-Demand Pay Program, without requiring a security interest or other assurances of repayment of the Outstanding ODP amounts. However, the Parties acknowledge and agree that Ceridian DF Licensing shall have the right, in its sole discretion, to require that Client provide additional assurances to continue its participation in the On-Demand Pay Program as the number of potential Employees accessing funds through the On-Demand Pay Program increases, the potential dollar amount of the Credit Limit increases beyond the limit or threshold amount considered reasonable (in Ceridian's sole discretion) for an unsecured credit facility, or otherwise if Ceridian believes that the Client's ability to repay the Outstanding ODP amounts has deteriorated. Ceridian DF Licensing shall provide Client with notice of its intention to require such additional assurance, and the Parties will agree upon the nature and form of security to be provided, failing which Client's participation in the On-Demand Pay Program may be limited to the then current level (or such other limit as Ceridian considers reasonable in the circumstances for an unsecured facility) or terminated. By way of example only, the kinds of assurances reasonably acceptable to Ceridian DF Licensing, include the following: (i) granting Ceridian DF Licensing a security interest, (ii) providing Ceridian DF Licensing a letter of credit, (iii) pre-funding the Maximum Credit Balance or some other amount mutually agreed by the Parties, (iv) placing cash on deposit with Ceridian DF Licensing, or (v) revising the method and timing of funds transfer (*e.g.*, requiring a drawdown wire to be processed at an earlier time than originally stipulated).

**4.2. Transfer and Assignment.** Ceridian DF Licensing reserves the right to sell, transfer, or assign all or any portion of its interest in this Line of Credit Agreement (including, without limitation, any amounts advanced hereunder from time to time) to another entity or person and Client hereby knowingly consents to such sale, transfer, or assignment. This Line of Credit Agreement, and the rights and obligations hereunder, may not be assigned by Client (including by operation of law) without Ceridian's prior written consent and any purported assignment in violation of the foregoing shall be void ab initio. For the avoidance of doubt, no such transfer or assignment shall be effective unless the assignee has agreed to be bound by the terms and conditions of this Agreement.

**4.3. Term and Termination.** This Agreement commences as of the Effective Date, and unless earlier terminated in accordance with the express terms hereof, will continue for so long as Ceridian continues to provide Client with the Dayforce Card Program Services under the Ceridian HCM Agreement. For the avoidance of doubt, this Line of Credit Agreement shall automatically terminate contemporaneously with the expiration or termination (for any reason) of the Ceridian HCM Agreement.

**4.4. Breach, Default, and Termination.** Without limiting the generality of the application of the Master Service Agreement to this Line of Credit Agreement (as contemplated under Section 1.1 above), the parties agree that Section 3.2 (Termination) of the Master Services Agreement shall apply to this Line of Credit Agreement.

## 5. CLIENT'S REPRESENTATIONS AND WARRANTIES.

Client represents and warrants as follows on the date hereof and on the date any advance is made hereunder:

**5.1. Formation.** Client is duly organized, validly existing, and in good standing under the laws of its state of incorporation and is duly qualified or licensed and in good standing to do business as a foreign entity in all jurisdictions in which Client does business.

**5.2. Client's Authorization**. The execution, delivery and performance by Client of this Line of Credit Agreement are within Client's powers, have been authorized by all necessary corporate action and do not and will not contravene Client's Articles of Incorporation or Bylaws, violate any provision of law or result in a breach of or default under any other Line of Credit Agreement to which Client is a party, including any other financing agreements.

**5.3. Litigation**. There is no pending or threatened action, claim, investigation, lawsuit or proceeding affecting Client before any court, governmental agency, arbitrator or arbitration panel, which if decided adversely to Client would have a material adverse effect on the financial condition or operations of Client.

**5.4. Valid Obligations**. This Line of Credit Agreement when delivered hereunder will be legal, valid and binding obligations of Client, enforceable against Client in accordance with their respective terms.

**5.5. Taxes.** Client (i) has filed all tax reports and returns, if any, required to be filed, including but not limited to reports and returns concerning income, franchise, employment, sales and use, and property taxes; (ii) has paid all of its tax liabilities, if any, which were due on or prior to the date hereof; and (iii) is not aware of any pending investigation by any taxing authority nor of any pending assessments or adjustments which would materially increase its tax liability.

**5.6. Solvency.** Client is not in default under any agreement by which it has obtained the right to make and sell any of the services or other products sold and/or provided by it. Client represents that as of the date of this Line of Credit Agreement (i) Client has no present intention to close or cease operating its business, in whole or in part, temporarily or permanently, (ii) Client is solvent and not contemplating any insolvency or bankruptcy proceeding, (iii) during the four (4) months preceding the date hereof, Client has not discussed with or among Client's management, counsel, or any other advisor or creditor, any potential insolvency, voluntary or involuntary bankruptcy, receivership, or assignment for the benefit of creditors with respect to Client and no such action or proceeding has been filed or is pending, and (iv) no eviction or foreclosure is pending or threatened against Client.

**5.7. Business Information**. All information (financial and other) provided by or on behalf of Client to Ceridian and Ceridian DF Licensing in connection with the execution of or pursuant to the Ceridian HCM Agreement and this Line of Credit Agreement and during the term of this Line of Credit Agreement is and will be true, accurate and complete in all respects.

## 6. GENERAL PROVISIONS

**6.1. General Provisions of the Master Services Agreement Apply.** Without limiting the generality of the application of the Master Service Agreement to this Line of Credit Agreement (as contemplated under Section 1.1 above), the parties agree that Section 13 (General) of the Master Services Agreement shall apply to this Line of Credit Agreement.

**6.2. Survival of Repayment Obligations.** Notwithstanding anything herein or in the Master Services Agreement to the contrary, Client's obligation to repay all Advances in full shall continue in full force and effect until all such Advances have been paid in full, notwithstanding the expiration or termination of this Line of Credit Agreement or the Ceridian HCM Agreement. Any Section herein that, by its terms, suggests survival beyond termination hereof, shall so survive until the natural expiration thereof.

CERIDIAN

**SERVICE PARTICULARS**
**DAYFORCE ANCILLARY SERVICES TERMS**

*(APPLICABLE TO THOSE ANCILLARY SERVICES PURCHASED BY CLIENT AS REFLECTED IN THE ORDER FORM)*

Ceridian makes available certain ancillary services for use in connection with the Dayforce Services. Client may elect to use the following ancillary services at any time throughout the Service Term, at the then current Fee charged by Ceridian for such ancillary services (as set forth in the Order Form and/or Rate Sheet, as applicable). All capitalized terms used herein and not defined shall have the same meaning as in the other documents that form part of the Agreement (as defined in the MSA) or the Dayforce General Terms (the Service Terms applicable to all Dayforce bundles), as applicable.

**1.** **INSIGHTS Conference Discounted Annual Pass (the "Pass").** For each annual Pass Fee paid, Client will be entitled to send one representative to the annual INSIGHTS conference. This Fee covers admission to the conference and all sponsored events ordinarily included with such Fee (see INSIGHTS brochure for more details). Should INSIGHTS Plus be chosen, the Fee covers the aforementioned admission as well as Client's access to the hands-on lab sessions offered. Client will be responsible for all travel, accommodations and other expenses incurred. The first year's Fee will be invoiced upon signing this document and payable in accordance with the payment terms for Client's other Services. Client will automatically be renewed to attend the conference each year of the Service Term, for the Fee set forth in the Order Form (which Fee may be increased by Ceridian each year by written notice to Client). The Pass will subsequently be billed each year of the Service Term one (1) year from the date of the original Pass invoice. If the Pass is cancelled sixty (60) days prior to the conference, a refund of the Pass Fee, minus an administrative fee ($150 USD / $195.00 CAD / £112.50 / €135.00 / $220.50 AUD / $232.50 NZD / $201 SGD) (the "Insights Administrative Fee") will be provided to Client. If the Pass is cancelled within 59 days of the conference, a refund of fifty (50%) percent of the Pass Fee, minus the Insights Administrative Fee will be provided to Client. Client acknowledges that the Pass is valid only for the year it is administered and cannot be used for subsequent years of the Service Term.

**2.** **Unemployment Compensation** (Available in the United States only)**.** Ceridian will become the "address of record" on behalf of Client to ensure the appropriate unemployment compensation forms are delivered on behalf of Client, and determine (in consultation with Client) whether or not unemployment claims should be protested and provide consultation on unemployment appeals and hearings. Ceridian will also verify unemployment rates and charges, protest invalid charges, verify annual unemployment tax rate assessment, calculate voluntary contributions when applicable and provide quarterly management reports. Client will deliver the required information in time for Ceridian to complete such services in accordance with the mutually agreed upon processing schedule, and will be solely responsible for the accuracy of all data and information furnished to Ceridian.

**3.** **Block of Hours.** Client may purchase a block of hours for Professional Services (as defined below) at a discounted hourly rate for use within a twenty-four (24) month period, effective upon project kick-off of Implementation Services (or upon signing of subsequent Order Forms). The Fees associated with the Professional Services set forth in the Order Form will be invoiced and payable on a monthly basis, based on actual hours worked, with any balance invoiced upon expiration of the 24-month period. Any Professional Service hours remaining at the end of said 24-month period will lapse and cannot be carried over to the following year. The discounted hourly rate shall apply to additional Professional Services hours upon Client's request during said 24-month period. Once the 24-month period has lapsed, additional hours will be subject to Ceridian's then current rate. If Client terminates the Professional Services for any reason, any remaining outstanding balance will be payable immediately. Client assumes all responsibility for determining the appropriate number of Professional Services hours it will require. While Ceridian provides historical or industry data as context for Client, Ceridian cannot be held liable for over or under estimation of hours Client may need pursuant hereto. In the event Client purchases an additional block of hours while hours remain on an existing block of hours, any inflight projects and any new Client requests for Professional Services will be applied against the existing block of hours until the project is completed (even after the block of hours is exhausted). Once the existing block of hours is exhausted, any new Client requests for Professional Services will be applied against the new block of hours. For the purposes of this section, "Professional Services" is for-fee work performed by Ceridian's Professional Services Team, as determined by Ceridian, which includes projects performed to complement, enhance, or modify Client's configuration and/or data to meet Client's current or future business needs.

**4.** **Additional Environments.** For purposes of conducting ongoing configuration activities in a non-production environment, Ceridian will provide Client with access to the number of additional non-production environments set forth in the Order Form. One Time Fees will be invoiced upon environment availability and Recurring Fees will be invoiced and payable monthly, commencing upon environment availability. Client may cancel an additional non-production environment without an applicable Early Termination Fee upon thirty (30) days' prior written notice to Ceridian.

**5.** **Language Packs.** Language Packs shall be added to the Software. Through this feature, Ceridian, for any given language, will translate labels in the user interface (UI) and may translate all, some, or none of the Dayforce admin & user guides, release notes, and interface specifications.

**6.** **Application Support – Premium.** In addition to the standard support provisions set out in the Dayforce General Terms, Client shall receive the enhanced first response times and hours of first response for urgent matters, as set forth in the following table:

| **7. SEVERITY** | **DESCRIPTION** | **FIRST RESPONSE** |
|---|---|---|
| Urgent | A complete inability to use major functionality within the application resulting in a serious impact to the Client's business operations with no existing workaround | Within 1 hour (Monday to Sunday) |
| High | Severely limited ability to use major functionality within the application that could impact the Client's business operations, with workarounds that may not fully address the issue | Within 4 business hours (Monday to Friday) |

**8.** **Dayforce Managed Garnishments** (Available for United States clients only, including Employees in Canada of such clients)**.**

**8.1** Ceridian's Obligations. Ceridian shall: (i) receive wage garnishment order directly from Client or by Electronic Income Withholding Orders (e-IWO) via the department of Health and Human Services for child support orders; (ii) notify sender if the information that Ceridian has received is insufficient. Ceridian is not responsible for any pre-existing errors or similar matters arising prior to commencement of the Services by Ceridian or for any errors that may occur in the event that Ceridian is not provided with the necessary information by Client in a timely manner; (iii) retain a copy of each order received, subject to Ceridian's data retention policies and as required to execute the Service; (iv) review, set-up, modify or terminate each garnishment in the payroll system as directed in the applicable wage garnishment order; (v) provide garnishment order information to impacted employees if required by applicable state laws; (vi) setup the required calculation method, target, goal, payee information and employee arrear amounts as required in the payroll system; (vii) ensure multiple employee garnishments are properly prioritized as per legislative requirements; (viii) configure garnishment administration fees as directed by the Client business rules; (ix) respond to Client requests regarding the appropriate wage garnishment deductions for bonuses and off cycle checks; (x) remit payment and required reporting to the appropriate payees as specified in the garnishment order; (xi) research and take action on any returned funds and determine if the employee or Client should be reimbursed for such funds; (xii) send notification to the originating party of the garnishment order stating that the payer is no longer an employee of the Client upon employee termination; (xiii) respond to routine agency interrogatories; (xiv) assist with management of garnishments pertaining to void and reissue of payroll checks; (xv) maintain garnishment rules in the system; (xvi) the Services do not include Ceridian appearing in court on behalf of Client or any activity that constitutes the practice of law. If legal representation of Client is required, Ceridian will furnish Client with the relevant wage garnishment data in Ceridian's possession to

support Client's efforts to comply with the request; and (xvii) upon termination of the Services, provide wage garnishment document images to Client at Ceridian's agreed rate as referenced in the Order Form.

**8.2** Client's Obligations. Client shall: (i) submit a completed and signed e-IWO consent form listing each FEIN; (ii) assign a primary point of contact and designated alternate contact responsible for coordinating Service delivery; (iii) provide wage garnishment data including wage order details, wage garnishment amounts, payee addresses, bank account information, within the timeframes as required in respect of the Payroll data generally; (iv) except in the case of e-IWO, receive and retain the original wage garnishment orders and provide Ceridian a copy of wage garnishment orders via email or fax (not in paper form) or SFTP no later than three (3) Business Days after Client's receipt of such documents; (v) be responsible for the accuracy and completeness of wage garnishment orders and information provided to Ceridian; (vi) review garnishment reports to ensure receipt of all garnishments; (vii) notify Ceridian of any unscheduled and/or special payroll runs that will impact wage garnishments; and (viii) notify Ceridian three (3) weeks in advance of any bonus runs or lump sum payment to allow Ceridian adequate lead time to obtain agency direction for wage garnishment deductions from such payments. In the event Client business conditions do not allow adequate time for Ceridian to contact and receive a response from agencies regarding appropriate wage garnishment deductions, Ceridian will contact Client to approve the wage garnishment deduction amount and Client is solely responsible for the accuracy of the payroll deduction amount; any penalty or other charges that result from incorrect, incomplete, and/or changed wage garnishment data received by Ceridian from Client or from Client's changed information or signature and documents in Client's possession that are not provided to Ceridian in a timely manner are Client's sole and exclusive responsibility.

**8.3** Employee Contact Center (Dayforce Managed Garnishments). Upon Client request and for additional Fees, Ceridian will provide authorized Employees with contact center support via phone or email to answer questions concerning the Services. Queries from spouses or third parties will not be honored by Ceridian; the only exceptions being cases for powers of attorney and estates. The contact center will be available Monday through Friday between 8:00 a.m. and 8:00 p.m. Eastern Time (excluding holidays).

**9. Dayforce Technical Account Manager ("TAM")** (Available in the United States, Canada, United Kingdom and Ireland)**.** Client will be assigned a designated TAM to serve as a technical advisory resource to Client commencing at the date Implementation Services are started (generally by way of a project kick off meeting), for purposes of assisting Client with best practices, pre-go live readiness, post-go live activities including adoption of the Software within its organization, providing ongoing support of Software release readiness, optimization and risk reviews, and technical governance between Client and Ceridian. The TAM does not provide legal or tax advice.

**10. Dayforce Technical Account Manager – Additional** (Available in the United States, Canada, United Kingdom and Ireland). Client will be assigned an additional designated TAM to service the region which Client's primary TAM does not service (either the United States / Canada or the United Kingdom / Ireland).

**11. Dayforce Dedicated Technical Account Manager ("DTAM")** (Available in the United States and Canada only)**.** Client will be assigned a named DTAM, dedicated to Client, to serve as a technical advisory resource to Client commencing at the date Implementation Services are started (generally by way of a project kick off meeting), for purposes of assisting Client with best practices, pre-go live readiness, post-go live activities including adoption of the Software within its organization, providing ongoing support of Software release readiness, optimization and risk reviews, and technical governance between Client and Ceridian. The DTAM does not provide legal or tax advice.

**12. Dayforce Education Services.**

**12.1** Dayforce Essentials (applicable when a Core Module is purchased). Ceridian will make a set of tools available for the purposes of creating and executing communication and go-live training plans. The tools include introductory role-based videos, sample email announcements, sample job aids, communication and training project plan templates, and videos that provide an introduction to Dayforce module functionality.

**12.2** Dayforce MyPath. Ceridian will provide pre-built end-user training content accessible via the Dayforce application or loaded in Client's learning management system, as elected by Client, for an additional Fee. All users with access to the Dayforce application will have access to content during the subscription period which includes e-learning, student guides and job aids.

**12.3** Dayforce MyPath Pro. Ceridian will provide pre-built training content accessible via the Dayforce application or loaded into Client's learning management system, as elected by Client, for an additional Fee. All users with access to the Dayforce application will have access to content during the subscription period which includes e-learning, student guides and job aids. Allows a single named user with an active subscription to author content.

**12.4** Dayforce Education Package. Ceridian will provide a certain number of Live Memberships based on the Number of Employees (1-999 Employees – 3 Live Memberships; 1000–4999 Employees - 5 Live Memberships; 5000+ Employees – 10 Live Memberships). Client will be entitled to the Services set forth in the sections titled "Dayforce Live Membership" and "Dayforce MyPath".

**12.5** Dayforce Education Package Pro. Ceridian will provide a certain number of Live Memberships based on the Number of Employees (1-999 Employees – 3 Live Memberships; 1000–4999 Employees - 5 Live Memberships; 5000+ Employees – 10 Live Memberships). Client will be entitled to the Services set forth in the sections titled "Dayforce Live Membership" and "Dayforce MyPath Pro".

**12.6** Dayforce Live Membership. For each Live Membership purchased, a single named member may attend any publicly scheduled training session offered to Dayforce clients or access recorded or self-paced content available through the Ceridian Education Center during the subscription period. Members must register their name and email address with Ceridian. Members must self-enroll using online registration tools. Membership can be transferred to a new user if the current member is no longer accessing the Dayforce application.

**12.7** Instructor-Led Client Exclusive Training. Ceridian will provide instructor-led training delivered exclusively to the Client via onsite or virtual delivery. Standard Dayforce Education training environment and course materials will be used. Client will receive soft copy of course materials for distribution to participants and up to 12 participants may attend a session. Client can create a tailored agenda by selecting relevant course topics available in the standard course offerings.

**12.8** Dayforce Custom Go-Live Training – Employee/Manager. Ceridian will provide go-live training for managers and employees, accessible via the Dayforce application. The course consists of custom-developed content (1-6000 Employees - 15 topics; 6001+ Employees - 25 topics; Retail sector (regardless of the Number of Employees) – 20 topics) using Client's configuration to cover unique business processes and standard content for core functionality being deployed. The content will be developed in one language (English). The content is relevant to employee or manager use of Dayforce and assumes one role each for manager and employee audiences. One day of instructor-led training or content walk-through to serve as Train-the-Trainer session is included (additional days may be purchased). Two review cycles are included: cycle 1 captures client feedback and cycle 2 validates that feedback from cycle 1 was properly implemented. Client must reserve 3 weeks for development following completion of UAT and integration testing, and will assume all risks (time delay and additional costs) associated with configuration changes.

**12.9** Dayforce Custom Training – Other. Ceridian will provide custom training for defined Client users. The course consists of custom-developed content using Client's configuration to cover unique business processes and/or standard content repurposed to focus on core functionality being deployed. A quote setting out details of the training will be approved by the Client in advance of development and delivery of training.

**12.10** Dayforce Reporting Workshop. Ceridian will provide a one-day assessment to evaluate Client's reporting requirements. The assessment includes an analysis of 3 to 5 reports, recommended reporting solutions, and assessment of Client reporting skillset. Client must provide detailed examples of required reports. Following the assessment, Ceridian will provide a two-day workshop to train/coach up to 3 Client representatives to develop reports as identified in the Reporting Assessment. Participants must meet knowledge and skill prerequisites as identified in the Reporting Assessment.

**12.11** Dayforce Education Consulting Services. Ceridian will provide one-on-one informal training/coaching via onsite or virtual delivery (as purchased) on specific tasks/processes as identified by Client. The training/coaching is limited to tasks such as transaction processing, explanation of Dayforce product concepts and processes, and minor administration or configuration updates. Access to training environments or training manuals are not included. Participants must meet pre-requisite knowledge either through attending Dayforce training or equivalent work experience.

**12.12** Dayforce Payroll Administrator Fast Start. Ceridian will work with Client to identify key processes and tasks that need to be completed to review and process pay, using Dayforce Payroll (does not apply to in-country payroll services). Through one-on-one coaching (up to 8 hours), Ceridian will provide an overview of fields on the HR record relevant for payroll and a walk-through of the pay cycle, basic payroll auditing reports, and processing pay. A recommendation will be made for additional training which is available on the Ceridian Education Center. Walk-through will use the Client's environment and standard Dayforce Education reference materials. Client resource is assumed to have payroll domain expertise and experience using payroll software. Services to be delivered virtually.

# City of Independence

AGENDA ITEM COVER SHEET

**Agenda Title:**

Council action is requested authorizing a contract with the Kansas City Area Transportation Authority for the purpose of providing transit services for the period of January 1, 2025 through June 30, 2025 in the amount of $1,165,519.00, and authorizing future minor change orders not to exceed $116,551.00. **Approved**

**Recommendations:**

Staff recommends approval.

**Background:**

The City of Independence currently contracts with the Kansas City Area Transportation Authority (KCATA) to provide fixed route service between the Transit Center and downtown Kansas City as well as the required complementary ADA and non-ADA paratransit within the City limits and ADA paratransit service between Independence and Kansas City.

The contract will continue the same transit services through June 30, 2025, at the same service level and will include the IRIS service, which will replace the fixed route service offered by First Transit that is set to expire on December 31, 2024. Additionally, it does include re-instituting fares for ADA and Non-ADA paratransit trips; these were last charged prior to the COVID-19 pandemic. The fare would be $3 per trip, which is the same as it was pre-COVID.

At the October 14th Council Study Session, staff presented its recommendation on eliminating the fixed route service provided by First Transit and replacing it with the IRIS on-demand service in order to align transit services with budgeted amounts.

IRIS is an on-demand mobility service that allows users to schedule a ride on their time when they need it. The service uses feature point-to-point "virtual stops," strategically selected to maximize coverage and accessibility, which will not exceed a ¼ mile apart and in most instances will be significantly closer together. Rides are scheduled via the app, over the phone or through the website. The hours of IRIS service would be 6 am to 6 pm Monday through Saturday. The fare structure for the IRIS service will feature a flat rate of $5.00 per trip. Riders can pay using a variety of methods, including credit/debit cards through the mobile app or cash. All vehicles will be prominently branded with the IRIS logo.

The City's funding for this year's contract will come from several sources including FTA funds, passenger fare revenue and the general fund.

**Emergency Justification:**

**Fiscal Impact:**

The fiscal impact to the City is $1,165,519.00. Funding for transportation services is included in the Fiscal Year 2024-2025 on page 100 in the Transportation section of the Community Development budget. This approval would also authorize future minor changes order up to $116,551.00 in the event paratransit ridership is higher than projected.

**Council Action:**

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**Department / Contact** Community Development /

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**REVIEWERS**

Tom Scannell
Jeremy Cover
Meagan Borth
Zachary Walker
Susanne Holland

**ATTACHMENTS:**

1. Independence KCATA 2025 6 month contract January to June

**Kansas City Area Transportation Authority and the City of Independence, Missouri**
**A contract for Fixed Route, Paratransit (Inter-jurisdictional and Intra-jurisdictional) and Transit Management Services**

**THIS CONTRACT** entered into this ____ day of _____, 2024 between the **KANSAS CITY AREA TRANSPORTATION AUTHORITY** (hereinafter referred to as the "KCATA"), a body corporate and politic and a political subdivision of both the States of Missouri and Kansas and **THE CITY OF INDEPENDENCE, MISSOURI** (hereinafter referred to as the "Community").

**WITNESSETH:**

**WHEREAS,** a sound, efficient and viable public transportation system is essential to the socio-economic well-being of the Kansas City Area Transportation District (hereinafter referred to as the "District"), including the Counties of Cass, Clay, Jackson, and Platte in Missouri, and the Counties of Johnson, Leavenworth, and Wyandotte in Kansas; and

**WHEREAS,** the KCATA is a public agency authorized by law to plan, own, operate, manage and generally deal with public transportation systems and facilities in the District; and

**WHEREAS,** the Community desires to promote the convenience, comfort, prosperity, general interests, and welfare of its citizens; and

**WHEREAS** KCATA directly operates inter-jurisdictional fixed-route transit services on Route 24, Independence Ave and portions of the route operate within the Community and the Community is desirous of having the KCATA continue to provide this service on Routes 24 within the City of Independence; and.

**WHEREAS** KCATA provides paratransit services via contract providers; and

**WHEREAS,** the Community desires for KCATA to provide inter-jurisdictional and intra-jurisdictional paratransit services; and,

**WHEREAS,** the Community desires for KCATA to provide transit management services that include managing WHC Worldwide's micro transit service within the Community;

**NOW, THEREFORE,** for and in consideration of the promises and the mutual covenants herein contained, the parties hereto agree as follows:

**Section 1. Services To be Provided By KCATA**
**KCATA will provide the following services to the Community:**

**A. Fixed-Route Inter-jurisdictional Transit Service**

1. The Community requests inter-jurisdictional fixed route public transportation services (hereinafter referred to as "Fixed Route Service"), as set forth in Attachment "B," be operated

by the KCATA for the period January 1, 2025, through June 30, 2025 ("Initial Term"), unless sooner terminated per the provisions of this contract.

2. The level of service as generally set forth in Attachment "B" shall not be changed or modified without the consent of the Community.

3. The costs of the fixed route inter-jurisdictional services provided by KCATA are governed by the formula set forth in Attachment "A" adopted in April, l976, modified in August, l977, revised in April, l983, and December 1997. The computations and, more specifically, the formula contained in Attachment "A" attached hereto and made a part hereof, are the accepted methods for the determination of the estimated deficit of the Community.

4. The KCATA and the Community estimate the Community's total payment for the Fixed Route Service directly provided by KCATA (hereinafter referred to as "Local Share") to be **$88,010** for the term. This estimate is based on the following components of cost and revenue to be applied to the Fixed Route Services:

| | |
|---|---|
| Estimated Fixed Route Service Cost | $ 407,048 |
| Estimated Passenger Revenue | ($ 0.00) |
| Estimated Total Deficit | $ 407,048 |
| Indep. Designated Federal Funds | ($ 325,638) |
| | |
| Local Operating Contribution – Fixed Route | $ 81,410 |
| Local Capital Contribution | $ 6,600 |
| **Local Share** | **$ 88,010** |

5. The Community's estimated passenger revenue for Fixed Route Service is $0 for the Initial Term. If the estimated passenger revenue is less than the estimation of $0, the Community shall be responsible to provide additional local contributions to cover any difference. It is the understanding of the parties that, with the exception of passenger revenue falling below $0 the maximum obligation of the Community for these inter-jurisdictional fixed route transit services under this contract shall be the sum of **$88,010**.

6. The method of payment of the Local Share provided for in Paragraph A4 is as follows:

a. The Community's monthly Local Share will be one-sixth of the estimated Community portion of the total deficit amount.

b. The KCATA will invoice the Community for 100% of Community monthly estimated Local Share by the l5th of the month preceding the month service will be provided. The Community is required to remit 100% of the monthly Local Share by the first of the month service will be provided.

c. By the 20th of the month following the month in which service was provided, the KCATA will provide the Community with reports showing service capital and operating costs and revenue for Fixed Route Services. The report will also provide a

reconciliation of subsidy amounts with the advance payment provided to in Sub-paragraph "b". The report will detail the Local Share and Federal, and State Share amount used to cover the month's service deficit. Any balance of Local Share required by the reconciliation will be invoiced at this time, to be paid within twenty days.

d. For the month of December, the monthly report and reconciliation provided for in Sub-paragraph "C" will not be prepared until the completion of the KCATA's annual audit.

e. The KCATA will provide the Community with a final reconciliation of fixed-route service and any outstanding amount due at the end of the Initial Term. The Community shall pay the amount due within twenty days of receipt of the final invoice.

7. When the estimated total deficit of $407,048 is reached, KCATA's obligation to furnish services shall terminate. The Community and KCATA may mutually agree to amend this contract to provide additional Local Share or to adjust the level of service so that the cost of Fixed Route Service will not exceed the contractual Local Share.

8. If for any reason, the KCATA is unable to obtain the federal or state assistance, as provided for in Paragraph A4 of this Contract, the Community will be immediately notified, and this contract will be amended to provide additional Local Share or to adjust the level of service. If a satisfactory amendment providing additional funding is not agreed to by both parties within 30 days of the KCATA's notification to the Community of the loss of federal or state funding, KCATA's obligation to furnish Fixed Route Service will terminate and be of no further effect under this contract.

**B. IRIS Micro Transit Services**

1. The Community requests IRIS transportation services (hereinafter referred to as "Contract Service"), set forth in Attachment "B," be operated by the KCATA for the period January 1, 2025, through June 30, 2025.

2. The level of service, as generally set forth in Attachment "B," shall not be reduced and changed or modified without the consent of the Community or cost will be adjusted. If the Community seeks an increase in IRIS transportation services then the parties will negotiate a new rate and increased contract amounts based on market rates.

3. The KCATA and the Community estimate the Community's total payment for the service (hereinafter referred to as "Local Share") to be **$262,665** paid in advance of the start of any service each month or (based on current contract amount, Community will pay $14,000 to KCATA on the 1st of each month).

| | |
|---|---|
| IRIS Service | $ 402,100 |
| Start Up Fee | $ 6,500 |
| CMAQ MicroTransit Funds | $ (145,935) |
| Total Local Share | $ 262, 665 |

4. It is the understanding of the parties that, notwithstanding any provision of this Agreement, the maximum obligation of the Community under this Contract for public transit service shall be the sum of **$262,665.**

5. The method of payment of the Local Share provided for in Paragraph "3" is as follows:

a. The Community's monthly Local Share will be one-sixth of the Community's portion of the estimated total local share for the six-month period.

b. The KCATA will invoice the Community for Community monthly Local Share by the l5th of the month preceding the month service will be provided. The Community is required to remit the monthly Local Share by the first of the month service will be delivered.

**C. ADA Inter-Jurisdictional Paratransit Services**

1. The Community contracts with KCATA to take ADA inter-jurisdictional trip reservations and to provide ADA complementary paratransit services for inter-jurisdictional trips federally required as a result of fixed-route service operated by KCATA.

2. The reservation telephone line for trips for inter-jurisdictional paratransit service is 816-842-9070.

3. Cost for the operation of ADA inter-jurisdictional paratransit service provided by KCATA is based on two components:

a. Base cost per trip, exclusive of fuel, at the cost of $60.34 during the contract period.

b. Fuel Cost per trip will be invoiced based on a per-trip basis and will change monthly, based on the actual price of fuel and the amount of fuel used. For Contract cost estimation purposes only, fuel is estimated at $2.25 per trip. For invoicing purposes, the fuel cost will be adjusted monthly based on the actual average cost of fuel/trip paid by KCATA for paratransit services during the month of service.

4. KCATA shall invoice the Community by the 30th day of the month following the month in which service was provided. The Community shall reimburse KCATA no later than 30 days after receipt of the invoice.

5. The Community and KCATA agree that in the event the Community fails to remit funds when due to KCATA, the Community shall have breached the agreement, and a notice of Breach of Contract may be issued by the KCATA per this agreement.

6. Invoices shall be based on billable passenger trips, which will be 50% of actual

inter-jurisdictional passenger trips provided that have either the pickup or drop off in the City of Independence. Billable passenger trips will be multiplied by the sum of the cost per trip, as stated in paragraph B5 above.

The total cost for ADA Inter-jurisdictional Paratransit Service shall not exceed $104, 992. The KCATA and the Community estimate the Community's total payment for the service (hereinafter referred to as "Local Share") to be $**83,994**. This estimate is based on the following components of cost and review to be applied to the contract:

| **ADA Inter-jurisdictional Paratransit Service Cost** | |
|---|---|
| Estimated Service | $ 104,992 |
| Estimated Passenger Revenue | ($ 0.00) |
| Estimated Net Service Cost | $ 104,992 |
| | |
| **Source of Funds** | |
| Indep. Designated Federal Funds | ($ 20,998) |
| **Local Share** - ADA Inter-jurisdictional | **$ 83,994** |

7. When the total estimated service cost of $243,065 for ADA inter-jurisdictional services stated in paragraph B8 is met, KCATA's obligation to provide service shall cease unless the contract is amended for additional monies sufficient to cover the federally required services.

8. If for any reason, the KCATA is unable to obtain the federal or state assistance, as provided for in Paragraph B8 of this Contract, the Community will be immediately notified, and this contract will be amended to provide additional Local Share. If a satisfactory amendment is not agreed to within 30 days of KCATA's notice of the need for additional Local Share, KCATA's obligation to furnish ADA Inter-Jurisdictional Paratransit Services pursuant to this contract shall terminate and be of no further effect.

**D. Intra-Jurisdictional Paratransit Services**

1. The Community contracts with KCATA to provide intra-jurisdictional paratransit services – both Intra-jurisdictional ADA complementary paratransit and Intra-jurisdictional Non-ADA paratransit services.

2. These services will be branded as Ride KC Freedom, and vehicles will be marked as such, and the service marketed as such.

3. The reservation telephone line for trips for intra-jurisdictional paratransit service is 816-842-9070.

4. The ADA complementary paratransit services will be operated in compliance with FTA and ADA complementary paratransit requirements. The non-ADA paratransit service will be operated per the requirements of the City of Independence.

7. Cost for the operation of intra-jurisdictional paratransit service provided by KCATA is based on two components:

- Cost per revenue hour rate, exclusive of fuel, at the cost of $83.13 during the contract period.

- Fuel Cost per trip will be invoiced based on a per-trip basis and will change monthly, based on the actual price of fuel and the amount of fuel used. For Contract cost estimation purposes only, fuel is estimated at $2.25 per trip. For invoicing purposes, the fuel cost will be adjusted monthly based on the actual average cost of fuel/trip paid by KCATA for paratransit services during the month of service.

8. KCATA shall invoice the Community by the 30th day of the month following the month in which service was provided. The Community shall reimburse KCATA no later than 30 days after receipt of the invoice.

9. Invoices shall be based on billable passenger trips. Billable passenger trips will be multiplied by the sum of the cost per trip, as stated in paragraph C.7 above. ADA certifications will be billed based on the actual number of certification requests reviewed each month. For the Fixed Costs, one-twelfth of the stated cost will be billed each month.

A. **ADA Complementary Service within the Community (Intra-jurisdictional ADA).** The total cost (direct, fuel, fixed, and certification) for intra-jurisdictional ADA complementary services shall not exceed $690,000 during the contract period. The KCATA and the Community estimate the Community's total payment for the service (hereinafter referred to as "Local Share") to be **$699,750**. This estimate is based on the following components of cost and review to be applied to the contract:

| **Intra-jurisdictional Paratransit Service Cost** | |
|---|---|
| Estimated ATA Intra-jurisdictional Service Cost | $ 690,000 |
| Certifications | $ 9,750 |
| Estimated Passenger Revenue | $ (0.00) |
| Estimated Net Operating Cost | $ 699,750 |

| **Source of Funds** | |
|---|---|
| **Local Share** | **$ 699,750** |

When the total estimated service cost of $690,000 for ADA intra-jurisdictional services is met, KCATA's obligation to provide service shall cease unless the contract is amended for additional monies sufficient to cover the federally required services within 30 days.

B. **Non-ADA Paratransit Service within the Community (Intra-jurisdictional Non-ADA paratransit**). The total cost for intra-jurisdictional Non-ADA services shall not exceed $6,000 during the contract period. The KCATA and the Community estimate the Community's total payment for the service (hereinafter referred to as "Local Share") to be **$1,200**. This estimate is based on the following components of cost and review to be applied to the contract:

| **Non-ADA Intra-jurisdictional Paratransit Service Cost** | |
|---|---|
| Estimated Intra-jurisdictional Non-ADA Paratransit Service Cost | $6,000 |
| Estimated Passenger Revenue | ($ 0) |
| Estimated Net Operating Cost | $6,000 |

| **Source of Funds** | |
|---|---|
| Section 5310 (Federal) | ($4,800) |
| **Local Share** | **$1,200** |

When the total estimated service cost of $6,000 for Intra-jurisdictional Non-ADA services is met, KCATA's obligation to provide service shall cease unless the contract is amended for additional monies sufficient to cover the federally required services

**E. Transit Management Services**

1. KCATA will manage WHC Worldwide's intra-jurisdictional on-demand micro transit and related services within the Community for the Initial Term.

2. KCATA will access federal grant funds for the ADA Complementary paratransit services identified in this contract.

3. KCATA will monitor WHC Worldwide's compliance with the requirements of the contract, and that service is provided in compliance with the Community's contract. The contract will remain between the Community and WHC, and this Contract with KCATA will not alter this arrangement. KCATA will be responsible for notifying the Community of any contract violations, contract issues, or the need for new procurements or renewals. The Community will cooperate with the KCATA on an as-needed basis to enforce the contract with First Transit.

4. KCATA will provide customer service functions.KCATA will coordinate with WHC Worldwide to record, investigate, and respond to customer complaints and inquiries from the public and the Community about Intra-jurisdictional transit services.

5. The Community will take the following actions regarding the service management portions of this contract:

   a. Designate a transit liaison that will serve as the initial point of Community contact for KCATA regarding the transit management services.

b. Respond quickly to issues raised by KCATA and provide necessary guidance as requested by KCATA regarding Community transit services and transit management

c. Remit payment to the KCATA for services rendered under this contract within thirty (30) days of receipt of invoices submitted

6. **KCATA COMPENSATION**. KCATA will provide the transit management services of this section for $30,000 per six months during the agreement term.

**F. Summary of Community Share of Costs**

| | | |
|---|---|---|
| 1. | Inter-jurisdictional Fixed Route Services | $ 88,010 |
| 2. | Inta-Jurisdictional Micro transit Service | $ 262,665 |
| 2. | Inter-jurisdictional ADA Paratransit | $ 83,994 |
| 3. | Intra-jurisdictional ADA Paratransit | $ 699,650 |
| 4. | Intra-jurisdictional Non-ADA Paratransit | $ 1,200 |
| 5. | Transit Management Services | $ 30,000 |
| **Total Community Share of Costs** | | **$ 1,165,519.** |

**Section 2. General Provisions of this Contract**

A. Either party may terminate this contract without cause by giving a sixty (60) day written notice to the other party, specifying such cancellation, and the effective date of the cancellations will be the first Sunday of the calendar quarter following the quarter of notification.

B. The Community recognizes that the KCATA, as the regional transit authority and principal public transportation operator in the region, is obligated to conform to various regulations and requirements of the Federal Transit Administration in order to maintain its eligibility for financial assistance. In this regard, the Community agrees to cooperate with the KCATA in the meeting said regulations and requirements and will not require the KCATA to violate said regulations and requirements.

C. PUBLIC TRANSPORTATION AGENCY SAFETY PLANS.

As a condition of receiving 5307 funds from the FTA, the KCATA and Community must comply with 49 U.S.C. § 5307. The Community will provide any information or certification the KCATA deems necessary to comply with any FTA request, state or federal law, rule or regulation, including but not limited to 49 CFR § 673.11(d), 49 U.S.C. § 5329(d)(1) and 49 CFR § 673.13. The Community provide a copy and certify that it has drafted a public transportation agency safety plan, and that safety plan that has been approved by the provider's Accountable Executive and Board of Directors or Equivalent Authority (as those terms are defined at 49 CFR § 673.5).
Per the FTA, the subrecipient/Community shall timely allow the KCATA to monitor the activities of the subrecipient/Community as necessary to ensure that the subaward is used for

authorized purposes, in compliance with Federal statutes, regulations, and the terms and conditions of the subaward; and that subaward performance goals are achieved. The Community will:

(1) Allow the KCATA to timely review financial and performance reports;
(2) take timely and appropriate action on all deficiencies pertaining to the Federal award provided to the Community from the KCATA that are detected through audits, on-site reviews, and written confirmation from the Community highlighting the status of actions planned or taken to address Single Audit findings related to the particular subaward.
(3) Accept the KCATA issuing a management decision for applicable audit findings pertaining only to the Federal award provided to the subrecipient from the pass-through entity as required by §200.521 and take any required action.
(4) Participate in (monthly) meetings for hazard mitigation updates and review.
(5) Send to the KCATA regular documentation validating timely mitigations and general performance regarding ASP compliance detected through audits, on-site reviews, and written confirmation from the subrecipient, highlighting the status of actions planned or taken to address Single Audit findings related to the particular subaward.
(6) Allow the KCATA to perform scheduled and unscheduled site visits.
(7) Allow the KCATA to participate and approve actions addressing applicable audit findings pertaining only to the Federal award provided to the subrecipient from the pass-through entity as required by §200.521.
(8) Timely send to the KCATA any other related or information, inspection, or audits it deems appropriate, including but not limited to safety and financial information it deems necessary to comply with auditing and safety measures.

D. The Community at its expense shall have the right to cause an audit to be made of the books and records of the KCATA relative to this contract, and the KCATA agrees to make all such records available to the Community for the auditors upon reasonable request of the Community.

E. The Community and KCATA hereby agree that if the Community fails to appropriate funds needed to make payments, the Community shall provide 60 days written notice indicating funding will not be allocated for services provided by KCATA.

F. The KCATA will provide the Community fixed route ridership reports twice per contract year, including July through December and January through June. The reports will include a summary of ridership activity with comparison to the same time period of the previous year. The reports will be provided to the Community no later than 45 days after the end of the Initial Term. KCATA will provide the Community one report per year, reflecting the average annual ridership on an hourly basis for all fixed routes the Community contracts with KCATA. This report will be provided no later than 45 days after the end of the calendar year.

G. The Community and KCATA hereby agree that in the event the Community fails

to remit funds due to KCATA, the Community shall be in breach of this contract. Notice of Breach of Contract will be issued per paragraphs below.

H. In the event the Community fails, refuses or neglects to comply with the terms of this contract, the Community shall be in breach of this contract, and the KCATA shall be entitled to legal recourse against the Community, including the recovery of its costs and other damages and reasonable attorney fees, whether or not suit is commenced.

I. In the event of a breach of the contract by the Community, the KCATA shall notify the Community of a default under this contract, and the Community shall have 30 days in which to cure the default. In such a case, the written notice of termination will state the time period in which a cure is permitted and other appropriate conditions. If the Community fails to remedy to the KCATA's satisfaction the breach or default of any of the terms, covenants, or conditions of this contract within the 30 days, the KCATA shall have the right to terminate the contract without any further obligation to the Community. The KCATA shall also have all other remedies at law and in equity.

J. The duties and obligations imposed by this contract and the rights and remedies available hereunder shall be in addition to and not a limitation of any duties, obligations, rights, and remedies otherwise imposed or available by law or equity. No action or failure to act by KCATA shall constitute a waiver of any right or duty afforded under this contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach hereunder, except as may be specifically agreed in writing.

K. All notices and communications on all matters regarding this contract may be given by delivery or mailing the same postage prepaid, addressed to the following:

If to KCATA: Frank White III, CEO/President
Kansas City Area Transportation Authority
1200 E. 18th St.
Kansas City, Missouri 64108

With copies to Chuck Ferguson and Richard Jarrold at the same above address

If to Community: Zachary Walker, City Manager
City of Independence, Missouri
P.O. Box 1019
111 East Maple
Independence, Missouri 64051-0519

With a copy to Tom Scannell, Community Development Director at the same above address

L. The parties are entering into this contract with an expectation that KCATA shall

manage these services for the foreseeable future. As stated above, the term shall commence on January 1, 2025, and shall expire on June 30, 2025; provided; however, this contract shall automatically renew for successive 1-year terms, beginning July 1, 2025, unless either the Community or the KCATA provides written notice of termination on or before 60 days prior to the Initial Term.

M. Missouri law shall apply to the interpretation and enforcement of this contract.

N. The parties agree to obtain and keep in force during the term of this contract the policies of insurance with the coverage set forth on Attachment D.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed as of the day and year first above written.

**KANSAS CITY AREA TRANSPORTATION AUTHORITY**

By:_____
Reginald Townsend
Board of Commissioners Chair

ATTEST:

By:_____
Witness

**CITY OF INDEPENDENCE, MISSOURI**

By:_____
Zachary Walker
City Manager

ATTEST:

By:_____
Susanne Holland
City Clerk

## ATTACHMENT "A"

## REVENUE AND COST ALLOCATION PROCEDURES
## KCATA INTER-CITY FIXED ROUTE SERVICES

The procedure to be used in determining passengers, direct operating expenses, indirect operating expenses, farebox revenue, and estimated loss for transit service shall be as follows:

**A.** **Direct Operating Expenses** - Each route shall be charged direct labor and benefits on the basis of scheduled pay hours (including allowances, spread, guarantee, and overtime) times the fully burdened operator cost per hour of service for each type of bus used (Large, Small, or RideKC Flex). Each route shall be charged fuel and tire expense for the same type of bus used (Large, Small, or RideKC Flex) in the proportion of route miles per type of bus to total system miles for the same type of bus.

**B.** **Indirect Operating Expenses** - Indirect operating expenses shall be allocated to each route on the ratio of route miles to total system miles for the same type of bus used (Large, Small, or RideKC Flex). Indirect operating expenses include all expenses except direct labor and fuel and tire expense, such as maintenance cost, vanpool operations, administrative and overhead expense, and a contribution to self-insured reserves for revenue vehicle and workers compensation.

**C.** **Allocation of Net Income or Loss on Inter-City Routes.**

1. Suburban Express Routes

    a. A suburban express route is a route or portion of a route that is designed to serve inter-city passengers and suburban community intra-city passengers and does not serve Kansas City, Missouri, intra-city passengers.

    b. Net income or net losses of inter-city routes shall be prorated among the subsidizing jurisdictions by calculating the net loss per passenger (total operating expense less total fare revenue) and then multiplying the net loss per passenger by the number of passengers boarding in each jurisdiction if agreed to by both parties.

2. Local Service Inter-City Routes

    a. A local service inter-city route is a route designed to serve Kansas City, Missouri, intra-city passengers, as well as inter-city passengers and suburban community intra-city passengers.

    b. Revenue shall be credited among subsidizing jurisdictions by assigning intra-city passenger revenue to the jurisdiction in which the trips are made.

Inter-city passenger revenue shall be assigned by calculating the revenue per inter-city passenger and then by multiplying the revenue per inter-city passenger by the number of inter-city passengers boarding in each jurisdiction.

c. Operating costs shall be allocated among subsidizing jurisdictions as follows:

(l) Direct labor costs shall be allocated on the basis of operator cost per hour of service multiplied by the actual time operated in each jurisdiction.

(2) Fuel and tire expense in the proportion of miles in each jurisdiction to total system miles.

(3) Indirect operating expense in the proportion of miles in each jurisdiction to total system miles.

d. The Net Income or Loss for each jurisdiction is calculated as the sum of direct labor cost, fuel and tire expense, and indirect operating expense, less passenger revenue credit.

**D.** **Capital Expense** - Each jurisdiction will be charged capital expense, prorated on community miles to system miles, to be used for the acquisition of buses, facilities, and other equipment. The capital charge may be used for the purchase of vans for a vanpool operation that will facilitate in providing a regional transit system. Such vanpool operation must provide service to or from the Community that is reasonable when compared to the amount of the Community's capital contribution for the vans.

**E.** **Enclave Communities** - Local service inter-city routes operating from a part of Kansas City, Missouri, through another jurisdiction and into another portion of Kansas City, Missouri, will be treated differently for the allocation of Net Income or Loss. The Net Income or Loss for the intermediate (enclave) jurisdiction will be based on 50% of the calculated cost for that jurisdiction per Item "E". The remaining 50% of the calculated cost within the intermediate jurisdiction will be allocated to Kansas City, Missouri.

**F.** **Service Added after December 31, 1997 –** Service implemented after December 31, 1997, that is above the service level that exists as of December 31, 1997, will be allocated costs as stated in other sections of this Appendix, except for Indirect Operating Expenses. Indirect Operating Expenses shall be allocated to such service based on 45 percent of the ratio of route miles to total system miles for each type of bus. Indirect to Operating Expenses include all expenses except direct labor and fuel and tire expense; such as maintenance cost, vanpool operations, administrative and overhead expense, etc

## ATTACHMENT B –

## CITY OF INDEPENDENCE, MISSOURI CONTRACT SERVICES

(Effective January 1, 2025, through June 30, 2025)

Service to Independence will be provided by one route –the 24 Independence Avenue Route via Winner Road.

For the purposes of this contract, rush hour shall be defined generally as that period of the morning and evening when demand for transportation is at its peak from persons commuting to and from their places of business. These times are generally between 6:00 a.m. and 8:30 a.m. during the morning rush hour and between 4:00 p.m. and 6:30 p.m. in the evening.

The one inter-community route will operate as described below:

### #24 INDEPENDENCE ROUTE – MONDAY THROUGH SATURDAY

The route will operate between downtown Kansas City, Missouri, and the Independence Metro Center via Independence Avenue/U.S. 24 Highway, Winner Road, Spring Street, White Oak Avenue, Noland Road, and Truman Road. In addition to the Independence Metro Center, this route would provide service to Van Horn High School, the Englewood Shopping District, and the RLDS Auditorium. On weekdays there will be 15 one-way trips each way on this line, providing service approximately every sixty minutes from 4:19 a.m. to 7:43 p.m. Saturday service provides 14 one-way trips each way approximately every sixty-minutes from 5:40 a.m. to 7:02 p.m.

### MICRO TRANSIT SERVICE

**IRIS** provides a daily demand responsive service from 6 AM to 6 PM within the boundaries of the City of Independence.

## ATTACHMENT D

The Community and KCATA shall carry and maintain in force for the duration of the Contract insurance coverage, underwritten by the insurer(s) lawfully authorized to write insurance in the state of Missouri, of the minimum types and limits as set forth below. Self-Insurance and/or high Retentions, as determined by each party and disclosed to the other party may be substituted for insurance:

A. Commercial General Liability:
$1,000,000 will be the Combined Single Limit for bodily injury, personal injury, and property damage liability per occurrence, and $2,000,000 annual aggregate. Coverage must include Premises and Operations and Products and Completed Operations Liability coverage.

B. Workers' Compensation and Employer's Liability:
1. Statutory

2. Employer's Liability: $100,000 / $500,000 / $100,000 Limits.

C. Commercial Automobile Liability:
$1,000,000 Combined Single Limit for bodily injury and property damage per accident, covering all owned, non-owned, and hired vehicles.

The Community, its Mayor, Council Members, employees, and volunteers shall be named as Additional Insured under the KCATA Commercial General Liability policy, including any Self-Insurance and/or Retentions.

The Kansas City Area Transportation Authority, its Commissioners, officers, employees, and volunteers shall be named as Additional Insured under the Community General Liability policy, including any Self-Insurance and/or Retentions.

Prior to contract execution, each party shall furnish the other party Certificate(s) of Insurance verifying the required insurance is in full force and effect in accordance with this contract. Self-Insurance, deductibles, and retentions must be stated on the Certificate(s) of Insurance. Within five (5) business days of the expiration of any insurance coverage, each party shall provide to the other party renewal Certificate(s) of Insurance as required by this contract. The Certificate Holders shall be as follows:

Zachary C. Walker, City Manager
City of Independence, Missouri
P.O. Box 1019
111 East Maple
Independence, Missouri 64051-0519

Frank White III, CEO/President
Kansas City Area Transportation Authority
1200 East 18th Street
Kansas City, Missouri 64108

# City of Independence

AGENDA ITEM COVER SHEET

**Agenda Title:**

24-767 A Resolution for Directing the City Manager to Modify Provisions in the City's Design and Construction Manual Regarding Traffic Calming *(Requested by Councilmember Stewart)* **Res. No. 7054**

**Recommendations:**

Staff does not recommend approval of this item.

As listed in the Design and Construction Manual, there are several potential disadvantages associated with the installation of certain traffic-calming devices (namely speed humps) including but not limited to:

Additional installation and maintenance costs
Difficulties during winter weather events
Additional difficulty for bicycles and motorcycles
Increased noise pollution
Potential damage to vehicles
Potential increase in damage claims
Increase in emergency response times

Surrounding jurisdictions that do allow speed humps require a 75% petition approval.

**Background:**

**Emergency Justification:**

**Fiscal Impact:**

**Council Action:**

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**Department / Contact** Council and Board /

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**REVIEWERS**

Jeremy Cover
Zachary Walker
Susanne Holland

**ATTACHMENTS:**

1. CM.Traffic Calming Policy 9-6-24 AMENDED
2. CM.Traffic Calming Policy 9-6-24
3. Traffic Calming Policy

BILL NO. _____

RESOLUTION NO. _____

A RESOLUTION DIRECTING THE CITY MANAGER TO MODIFY PROVISIONS IN THE CITY'S DESIGN AND CONSTRUCTION MANUAL REGARDING TRAFFIC CALMING.
*Requested by Councilmember Brice Stewart*

WHEREAS, on September 18th, 2023, the Independence City Council adopted Ordinance 19485, and;

WHEREAS, this ordinance made several updates, including separating the standards for construction and design from Chapter 20 of the City Code into a Design and Construction Manual which will be maintained and updated by City Staff in order to stay current with national standards, and;

WHEREAS, the Design and Construction Manual contains the City's Traffic Calming Policy, and;

WHEREAS, traffic calming treatments are typically the most expensive means of mitigation and have the most significant impact to residents, and;

WHEREAS, for these two reasons, all traffic calming treatments must be overwhelmingly supported by the citizens within the impact area and meet certain qualifications for implementation, and;

WHEREAS, a petition for traffic calming modification/removal must be signed by at least 70% of the property owners within the impact area, and;

WHEREAS, the City Council wishes to see this policy modified;

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

SECTION 1. That the City Council directs the City Manager to modify the City's Traffic Calming Policy by lowering the required number of property owners that must sign a petition for a traffic calming measure from 70% to 51% with the exception of speed bumps.

SECTION 2. That the required number of property owners that must sign a petition for the installation of speed bumps shall remain at 70%.

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. _____

RESOLUTION NO. _____

A RESOLUTION DIRECTING THE CITY MANAGER TO MODIFY PROVISIONS IN THE CITY'S DESIGN AND CONSTRUCTION MANUAL REGARDING TRAFFIC CALMING.
*Requested by Councilmember Brice Stewart*

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WHEREAS, this ordinance made several updates, including separating the standards for construction and design from Chapter 20 of the City Code into a Design and Construction Manual which will be maintained and updated by City Staff in order to stay current with national standards, and;

WHEREAS, the Design and Construction Manual contains the City's Traffic Calming Policy, and;

WHEREAS, traffic calming treatments are typically the most expensive means of mitigation and have the most significant impact to residents, and;

WHEREAS, for these two reasons, all traffic calming treatments must be overwhelmingly supported by the citizens within the impact area and meet certain qualifications for implementation, and;

WHEREAS, a petition for traffic calming modification/removal must be signed by at least 70% of the property owners within the impact area, and;

WHEREAS, the City Council wishes to see this policy modified;

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

SECTION 1. That the City Council directs the City Manager to modify the City's Traffic Calming Policy by lowering the required number of property owners that must approve a petition request from 70% to 51%.

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

**CITY OF INDEPENDENCE, MISSOURI**
**DESIGN MANUAL**

# TRAFFIC CALMING POLICY

## INTRODUCTION

The City of Independence Traffic Calming Program reflects the City's commitment to safe, family-friendly communities and quality neighborhoods and is a guide used by staff to gather information for requests regarding neighborhood traffic safety concerns. This program will be a cooperative effort by four City departments (Municipal Services, Police, Fire, and Community Development) and the public. The Traffic Engineering group of Municipal Services will work with the Police Department and residents in a distinctive, cooperative, and comprehensive effort to identify traffic problems in their neighborhoods and seek appropriate solutions. Citizen participation is encouraged and is an important part of all traffic safety programs.

The purpose of this program is to address neighborhood traffic concerns on residential local and residential collector streets in working towards a safer roadway network. The goal of the program is to promote safe, family-friendly, and quality neighborhoods by reducing the negative impact of traffic in residential areas through education, enforcement, engineering, and emergency response.

### Goals and Objectives

- Promote safe and quality neighborhoods
- Promote open and transparent communication between the City and the public
- Promote family-friendly communities
- Provide a formal application process to be filled out by the public
- Provide direction and expectations to the public making requests
- Provide a clear, consistent approach to address traffic concerns
- Provide engineering, enforcement, and educational solutions
- Provide specific criterion for implementation of traffic calming measures
- Reduce the negative impacts of vehicular traffic
- Reduce traffic crash frequency and severity
- Enhance the street environment

Specific action will be taken to address neighborhood traffic concerns identified through a Traffic Calming Program Study that can be initiated through a request form.

## TRAFFIC STUDY REQUEST

Requests for a Traffic Calming Program study may be initiated by any of the following:

Residents, property owners, or neighborhood associations may request a study be conducted by submitting an application and signed petition to the Municipal Services City Traffic

Engineer. Upon receipt of a valid application, staff will prepare a petition for the applicant to distribute. The petition will list the property ownership facing the street segment(s) listed on the application in the areas of concern and adjacent properties with no other access (i.e. No Outlet or Dead End streets). A street segment is defined as that part of a street between successive intersecting streets and shall be a minimum of 600 feet, measured from the middle of each intersection. The petition must be returned with at least fifty percent (50%) support from property ownership along the impacted area. For impact areas adjacent to more than 20 properties, 10 valid signatures will be required. Petitions will be reviewed by City staff for validity by verifying signatures of property ownership to County maintained records.

Police Department, Fire Department, Schools, or other similar public service agencies may request that studies be undertaken to solve a specific concern with respect to traffic and pedestrian safety.

City staff may initiate a study to solve a specific concern with respect to vehicular traffic, pedestrian, bicycle safety, or operations. This concern may be identified through data collection and monitoring.

At a minimum the request should identify: the applicant; the purpose of the study; location; description of the perceived problem (i.e. excessive traffic speed or traffic volume, time of day the problem occurs, specific location, etc.); and a neighborhood representative (person of contact for the neighborhood). The neighborhood representative may be the applicant or someone designated by the residents to represent the community. This person will also be responsible for the organization of petitions and coordinating any associated neighborhood meetings with the City's Traffic Engineer and other City Departments involved.

Each request will be recorded into the City's database of Traffic Calming Requests. Upon receipt of a valid study request, City staff will contact the neighborhood representative to arrange a neighborhood meeting, if necessary, where City staff, including a representative of the Police Department (when applicable), Fire Department (when applicable), and residents can discuss the Traffic Calming Program, boundaries of the impact area, and solicit their input about the submitted request. The impact area includes properties which may be affected by actions taken to mitigate the concerns expressed in the request. Impact areas may include a single street segment or multiple streets depending on the nature of the concern. City staff will attempt to clarify the nature and extent of the perceived problem at this initial meeting (e.g. excessive speed, high traffic volume, cut-through traffic, and whether the problem is at mid-block or at an intersection).

After discussion with the applicant and/or neighborhood representatives, additional information and data will be gathered to help recognize the concern, rank the priority in relation to other concerns, and identify what action and treatment(s), if any, should be implemented. Data collected may include street width, street classification, availability of parking, fronting land uses, presence of bicycle or pedestrian routes, sidewalks, locations and proximity of parks and schools, vehicular and pedestrian counts, crash records, travel speeds, and other appropriate information to assist in addressing the concern.

When the necessary information and data has been acquired to assess the situation identified in the request and a clear understanding of the concern discussed with the applicant has been established, a study will be completed by City staff to determine which course of action or combination of actions should be taken: education, enforcement, and/or engineering. The results and

recommendations of the study will be presented at a neighborhood meeting to be organized by the neighborhood representative.

One year after the establishment of any safety zone or the installation of physical measures, a follow-up traffic study will be conducted to assess the impact. Depending on the results of this study, additional action may be required in any or all of the three areas. Not all traffic concerns can be mitigated by education, enforcement, engineering, or some combination of the three.

**The Four E's of Traffic Safety**

**Education:** Neighborhood Meetings, Radar Speed Trailer, Changeable Message Signs, Neighborhood Newsletters, Informational pamphlets, City Web-Site, Government Access Channel;

**Enforcement:** Assigned enforcement areas are conducted by all officers of the Traffic Unit, Scheduled return enforcement of completed program areas, Random enforcement of areas with a low volume of violators, Establishment of neighborhood traffic safety zones, Increased traffic fines;

**Engineering:** Review areas for atypical circumstances, perform engineering study of impacted area, investigate geometric modifications to the street which may include construction of recommended traffic calming measures identified by the Institute of Transportation Engineers (ITE) and/or the Federal Highway Administration;

**Emergency Response:** Review impacts related to response times when engineering solutions are under consideration, proposed design or recommended from the engineering study.

## EDUCATION

Whether the study finds a problem exists or not, a neighborhood meeting should be coordinated through the neighborhood representative where City staff has the opportunity to educate the public on the Traffic Calming Program and the results of the study. For any case, these actions promote safe and quality neighborhoods for all users of residential streets.

If the study does not identify an existing problem, City staff will attempt to raise public awareness and convey reasonable traffic expectations in residential neighborhoods through education. The local traffic conditions will be explained to the residents and sources of traffic safety information will be presented (city web-site, informational pamphlets, government access channel, etc). Another application into the program for the same area may not be submitted within two years from the date the traffic study was completed, unless the City Traffic Engineer determines there have been significant changes to the transportation system that would impact future applications.

If there is an occasional problem identified during the course of study that doesn't warrant enforcement or engineering measures, means of improving neighborhoods by reducing the negative impact of traffic through education will be discussed. Typically, most of the vehicles using residential streets are people who reside in the neighborhood. The City in conjunction with the Police Department will attempt to educate the residents on non-invasive methods of deterring traffic problems within a neighborhood. These methods may include traffic safety campaigns,

message boards, and radar speed display units. Neighborhood traffic safety campaigns usually consist of personalized letters or general flyers that are distributed to all residents in the neighborhood. The letters and flyers may cite statistics on speeding, cut-through traffic, or other findings summarized in the study for the area and appeal for compliance with traffic laws. Message boards may be used to raise driver awareness regarding traffic concerns in the area. Radar speed display units can be used to remind drivers that they are speeding, thus encouraging compliance with the speed limit. If an education approach is recommended in the study, but not a traffic enforcement zone or engineered treatments, another application into the program for the same area may not be submitted within two years from the date the traffic study was completed, unless the City Traffic Engineer determines there have been significant changes to the transportation system that would impact future applications.

If the problem is severe enough that enforcement and/or engineering treatments are recommended, the education techniques described above will still be discussed. The combination of education with enforcement and/or engineering is a benefit to the residents and an important aspect of the program. Since enforcement and engineering treatments may be recommended and not be supported, education could be the only initiative explored.

## ENFORCEMENT

Enforcement strategies to relieve traffic concerns validated by the traffic study must be supported by the majority of the residents within the impact area. If the public has indicated a majority interest in enforcement techniques discussed at the neighborhood meeting, City staff may coordinate with the Police Department to pursue increased presence and ticketing in the area.

Assigned enforcement areas are conducted by all officers of the special operations unit with scheduled return enforcement of completed program areas and random enforcement of areas with a low volume of violators.

Some areas where problems persist may be designated Traffic Enforcement Zones by the Municipal Services and Police Department. These areas would have permanent signs installed advising drivers of the area status and increased fines if stopped for traffic violations in that area, for a maximum two-year period. To be designated a Traffic Enforcement Zone, the area must be recommended by City staff, the Police Department, and the local residents. The City will contact the designated applicant or neighborhood representative and request a petition prior to action. The neighborhood representative must submit a signed petition in favor of designating the area a Traffic Enforcement Zone to Municipal Services. The petition must clearly state what it is for (in favor of Traffic Enforcement Zone for the street(s) “location”) and the petition must be signed by at least 70% of the properties within the impact area. The City will review the petition for validity and check the signatures of the property owners against property ownership records maintained by the County. The petition must be submitted within 30 days of the petition request or it shall be considered unsuccessful. A Traffic Enforcement Zone will be removed after two years of installation. At the request of the Police Department or at the request of a resident within the neighborhood with a resident petition signed by at least 70% of the residents within the original impact area the Traffic Enforcement Zone may remain in place.

Upon any applied enforcement technique or unsuccessful petition, another application to the Traffic Calming Program for the same area cannot be submitted within two years from the date the traffic study was completed, unless the City Traffic Engineer determines there have been significant changes to the transportation system that would impact future applications.

## ENGINEERING

### Background

If all education and enforcement initiatives are unsuccessful or inappropriate due to the nature of the concern (e.g. cut-through traffic); the use of traffic calming treatments may be considered. Traffic calming is characterized as the combination of mainly physical measures that reduce the negative effects of motor vehicles, alter driver behavior, and improve conditions for non-motorized street users. It is the retrofitting of physical measures into the roadway to reduce traffic speeds and cut-through traffic, thereby generally making the street environment more safe and pleasant for pedestrians, other drivers, and residents. Traffic calming is not route modification, traffic control devices (notably STOP signs and speed limit signs that require enforcement), and streetscape. By contrast, traffic calming measures are intended to be self-enforcing. Traffic calming, by its nature, will impact neighborhoods and residents within the neighborhood the most. Thus, the implementation of any traffic calming treatment without overwhelming local support can have significant backlash. Traffic calming has several significant benefits, as well as, some drawbacks. Summarized below are a few benefits and disadvantages of traffic calming.

Benefits of Traffic Calming:

- Reducing speed
- Reducing traffic volume
- Reducing collision frequency and severity
- Increased safety for non-motorized users of the street
- Enhancing the street environment
- Reducing cut-through vehicle traffic
- Increase in quality of life
- Incorporates the preferences and requirements of people using the area along street(s)
- Reducing the negative impacts of vehicles on the environment and the neighborhood
- Reducing the need for police enforcement, hence reducing costs (cost is offset by the reduced need for police enforcement)

Disadvantages of Traffic Calming:

- Increased emergency response times
- Vehicles may be damaged and people injured by inappropriate driver behavior (e.g., driving too fast or inattentive)
- Snow removal is more difficult and time consuming
- Installation & maintenance costs
- Additional signs and lighting may be required
- Increased maintenance, especially where landscaping is included
- Annoying to some residents (noise and inconvenience)
- Some treatments can restrict resident access

Traffic calming treatments have been implemented in the United States since before the 1980's. In some countries these same treatments have been used long before the 1970's. Many of the successful traffic calming treatments used are into their second and third generation. There are more than 25 treatments commonly used around the world. Many of these treatments are used in the United States. The most effective traffic calming treatments are those that deflect vehicles vertically, horizontally, or both. Some of the treatments applicable for use are available for viewing online through the Federal Highway Administration, Safety: Toolbox of Individual Traffic Calming Measures. These techniques include Horizontal Deflection, Vertical Deflection, or other measures. City staff may determine to use one or more of these treatments as a possible solution for traffic concerns. However, the Traffic Calming Program Study must show there is a need for traffic calming devices and that the street is suitable for treatment. Temporary devices may be utilized when appropriate to verify suitability of a permanent solution or to gauge public reaction before implementing the permanently recommended solution, when insufficient funds are available for permanent construction, or as a short term initiative due to temporary major traffic generating events or nearby construction on a parallel system.

**Qualification**

Traffic calming treatments are typically the most expensive means of mitigation and have the most significant impact to residents. For these two reasons, all traffic calming treatments must be overwhelmingly supported by the citizens within the impact area and meet certain qualifications for implementation.

Not all streets are suitable for traffic calming treatments. Suitability is based on speed, volume, street classification, and several other criteria. To be qualified for traffic calming treatments a street must meet the following requirements and score more than 50 points on the point rating system described in Tables 1 and 2:

Streets classified as residential "local" or "collector", meeting the following criteria:

- No more than 2 travel lanes or 40 ft pavement width
- Horizontal curve of 300 ft radius or greater
- Vertical curve with adequate stopping sight distance
- Grade of 8 percent or less
- Posted speed limit of 30 mph or less
- No more than 5 percent long wheel-base vehicles
- Not on a primary emergency response route, snow route, or transit route

### Residential Local Street Point Criteria

The point criteria for local streets are described in the following table:

| Criteria | Point Assignments for Residential Local Street |
|---|---|
| Speed | 3 Points shall be assigned for each mph over the posted speed limit based upon the 85$^{th}$ percentile speed [(85th percentile speed – posted speed limit) x 3 points] |
| Volume | 1 Point shall be assigned for every 200 vehicles of daily traffic [ADT/200] |

| | |
|---|---|
| Pedestrian Routes & Bikeway | 10 Points shall be assigned for not having continuous sidewalk on either side of the street<br>5 Points shall be assigned for only having sidewalk on one side of the street<br>5 Points shall be assigned if the street is a bicycle route (signed or unsigned) |
| Correctible Crashes | Correctible crashes shall be evaluated for a 3-year period and should include the Impact Area and all intersecting approaches (within 150 feet) of the study area:<br>1 Points shall be assigned for each Property Damage Only crash<br>3 Points shall be assigned for each Personal Injury crash<br>6 Points shall be assigned for each Fatal crash |
| Pedestrian Generators | 5 Points shall be assigned for every school, park, community center, and church located within 1000' of the project area (10 Points if Elementary or Middle School) |
| Driveway Density | 1 Point shall be assigned for every 20 driveway access points within the impact area |

**TABLE 1**

### Residential Collector Street Point Criteria

The point criteria for collector streets are described in the following table:

| Criteria | Point assignments for Residential Collector Street |
|---|---|
| Speed | 3 Points shall be assigned for each mph over the posted speed limit based upon the 85$^{th}$ percentile speed [(85th percentile speed – posted speed limit) x 3 points] |
| Volume | 1 Point shall be assigned for every 300 vehicles of daily traffic [ADT/300] |
| Pedestrian Route & Bikeway | 15 Points shall be assigned for not having continuous sidewalk on either side of the street<br>5 Points shall be assigned for only having sidewalk on one side of the street<br>5 Points shall be assigned if the street is a bicycle route (signed or unsigned) |
| Correctible Crashes | Correctible crashes shall be evaluated for a 3-year period and should include the Impact Area and all intersecting approaches (within 150 feet) of the study area:<br>1 Points shall be assigned for each Property Damage Only crash<br>3 Points shall be assigned for each Personal Injury crash<br>6 Points shall be assigned for each Fatal crash |
| Pedestrian Generators | 5 Points shall be assigned for every school, park, community center, and church located within 500' of the project area (10 Points if Elementary or Middle School) |
| Driveway Density | 1 Point shall be assigned for every 10 driveway access points within the impact area |

**TABLE 2**

**Concept**

If the residents support the use of traffic calming measures (as indicated at neighborhood meetings), the project meets the requirements for traffic calming, and is recommended by the results of the study; a conceptual traffic calming plan will be developed. The conceptual plan will be presented at a neighborhood meeting to describe/illustrate the recommended treatment(s). The conceptual plan is Staff's recommendation, but should not be considered the only solution or final solution. Upon discussion, residents may desire alternate treatments, modifications to the recommendation, or no treatment at all. Revisions may be made by the City as a result of this meeting and presented in another neighborhood meeting, if required.

**Petition**

After the conceptual plan has been established, the City will contact the designated neighborhood representative and request a petition prior to implementation. The neighborhood representative must submit a signed petition in favor of implementing the conceptual traffic calming measure(s) presented in the last neighborhood meeting to the Municipal Services Traffic Engineering Group. The petition must clearly state what it is for (in favor of implementing/constructing traffic calming measure "type" for the street "location"). The petition must be signed by at least 70% of the properties within the impact area and by each of the property owners immediately adjacent to the proposed traffic calming devices. For instance, if a speed hump is to be installed in front of a resident's house, the resident must agree to it. The City will review the petition for validity and check the signatures of the property owners against property ownership records maintained by the County. The petition must be submitted within 30 days of the petition notice or it shall be considered unsuccessful. If the petition is unsuccessful, another application into the program for the same area may not be submitted within two years from the date the traffic study was completed, unless the City Traffic Engineer determines there have been significant changes to the transportation system that would impact the recommendation.

**Priority**

Traffic calming projects recommended as a result of a study are programmed on an as recommended basis, utilizing funds that would otherwise be available for street improvements. Programming funds for Traffic Calming projects will be based on a ranking system and available funding. A ranking system will prioritize projects based on rating scores received from the study plus points that incorporate funding and time. A project will be awarded 2 points for every year, up to 5 years (10 total points) it remains on the project list. If a project is partially or wholly funded by the applicant/neighborhood residents, a point is awarded for each percent of the total estimated project cost funded above 50%, for a maximum 50 points if 100% funded. If a project does not get programmed within 5 years, it will be dropped from the system and an application may be resubmitted.

**Design**

The project will be designed according to standard City procedures, generally conforming to practices set forth by the Institute of Transportation Engineers (ITE) and/or the American Municipal Services Association (APWA).

**Construction**

The project will be let, constructed, and inspected following standard City procedures.

**Modification/Removal**

Traffic calming measures may be removed or modified after a one-year period for any of the following reasons:

- Resident request, with sufficient supporting documentation

If residents of the impact area feel the strategy has not achieved the goals defined in the public process and are significantly dissatisfied, they can submit a petition for modification or removal that has been signed by over 50% of the properties within the pre-defined impact area. Upon receipt of a valid petition the City will develop a proposal (which may include the removal of the measure or measures) to be presented in a public meeting. After the meeting, the City will request a petition be submitted by the residents within the impact area in favor of the modification/removal proposal to the Municipal Services Traffic Engineering group. The petition must clearly state what it is for (in favor of modification/removal of traffic calming measure "type" for the street "location"). The petition must be signed by at least 70% of the property owners within the impact area. The City will review the petition for validity and check the signatures of the property owners against property ownership records maintained by the County. The petition must be submitted within 30 days of the petition request. If the petition is unsuccessful, the request will be dismissed and further application for modification/removal may be initiated after 12 months. If the request is granted, the neighborhood will be responsible for funding the cost to remove or modify the traffic calming measure. When traffic calming measures are removed the area will not be considered for traffic calming for a minimum of three years after removal.

Traffic calming measures may be removed or modified for any of the following reasons:

- Public Safety issues are identified after installation, with sufficient and supporting documentation; or
- If unacceptable impacts are identified though a subsequent traffic study; or
- If a street improvement project is planned and would significantly alter or improve roadway features

**Emergency Response**

In the event an engineering solution has been recommended by City staff and a conceptual plan has been developed, Police and Fire Departments shall evaluate impacts to response times based on the design concept of the recommended solution. If in the process of evaluation, the recommended devices are deemed overly detrimental to emergency response times the project may be significantly altered or eliminated to provide adequate response times to the Impact Area or surrounding area.

# CITY OF INDEPENDENCE CONSTRUCTION MANUAL

# City of Independence

AGENDA ITEM COVER SHEET

**Agenda Title:**

24-777 A Resolution amending the Comprehensive Plan designating property located at 21101 E. M-78 Highway from Civic/Public to Industrial on the City's Comprehensive Plan. **Res. No. 7055**

**Recommendations:**

Commissioner Nesbitt made a motion to recommend approval of this Comprehensive Plan amendment. A second to the motion was made by Commissioner Ferguson. The Planning Commission voted as follows:
Commissioner Nesbitt - Yes
Commissioner Torres - Yes
Commissioner Wiley - Yes
Commissioner O'Neill - Yes
Commissioner Ashbaugh - Yes
Commissioner Young - Yes
Commissioner Ferguson - Yes

The motion passed with a recommendation for approval to be forwarded to the City Council for consideration. Staff recommends approval.

**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.

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).

**ANAYLSIS**

Most 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.
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.

**Consistency with Independence for All, Strategic Plan:**
Recategorizing this property to industrial is consistent with the *Independence for All,* Strategic Plan. One of the objectives of the plan is to grow business and industry. Recategorizing the property from 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 currently 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.

The proposed land use designation change to industrial is appropriate given the nearby uses along with the Eastgate Commerce Center under construction.

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

**Emergency Justification:**

**Fiscal Impact:**

**Council Action:**

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**Department / Contact** Community Development /

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**REVIEWERS**
Tom Scannell
Jeremy Cover
Zachary Walker
Susanne Holland

**ATTACHMENTS:**

1. Draft Resolution Comp Plan Amendment 24-150-01
2. Staff Report Comp Plan Amendment
3. Zoning Map
4. Comp Plan Map
5. Planning Commission Meeting Minutes 9-10-24

BILL NO. _____

RESOLUTION NO. _____

A RESOLUTION AMENDING THE COMPREHENSIVE PLAN DESIGNATING PROPERTY LOCATED AT 21101 E. M-78 HIGHWAY FROM CIVIC/PUBLIC TO INDUSTRIAL ON THE CITY'S COMPREHENSIVE PLAN.

WHEREAS, planning for future land uses within the City of Independence is important for economic growth and community prosperity; and,

WHEREAS, Article 12, Section 12.4 of the City Charter provides for the adoption of a Comprehensive Plan; and,

WHEREAS, the land use plan, a segment of the City's Comprehensive Plan, requires periodic review and updating; and,

WHEREAS, the City Council of the City of Independence, Missouri did adopt a Comprehensive Plan and Thoroughfare Plan and Map by Resolution 6306; and,

WHEREAS, on September 10, 2024, the City of Independence Planning Commission held a duly advertised public hearing on the proposed plan amendment; and,

WHEREAS, the Planning Commission, on a 7-0 vote, found that designating property located at 21101 E. M-78 Highway, as Industrial land use category was most appropriate.

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

SECTION 1. That the City Council of Independence, Missouri, hereby approves the amendment of the Comprehensive Plan designating a 40.08-acre property in the City of Independence located at 21101 E. M-78 Highway, as Industrial in the City of Independence Comprehensive Plan.

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 ONLY:

_____
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:** Comprehensive Plan Amendment to 21101 E. M-78 Highway

**CASE NUMBER/REQUEST:** **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.

**APPLICANT:** George E. Kapke, Kapke and Willerth, LLC

**OWNER:** Anthony L. Privitera II, Carajoto, LCC

**PROPERTY LOCATION:** 21101 E M-78 Highway, Independence, MO 64057

**PUBLIC NOTICE**:

- Public notice published in Independence Examiner – August 24, 2024

**FURTHER ACTION:**
Following action by the Planning Commission, this Comprehensive Plan amendment request is scheduled for resolution action by the City Council on October 21, 2024.

## RECOMMENDATION

Staff recommends **APPROVAL** of this Comprehensive Plan amendment request.

## PROJECT DESCRIPTION & BACKGROUND INFORMATION

**DESCRIPTION:**
A request by Anthony Privitera to amend the Future Land Use Plan map from Civic/Public to Industrial for 21101 E. M-78 Highway.

**BACKGROUND & HISTORY:**

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.

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).

## ANALYSIS

Most 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.

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.

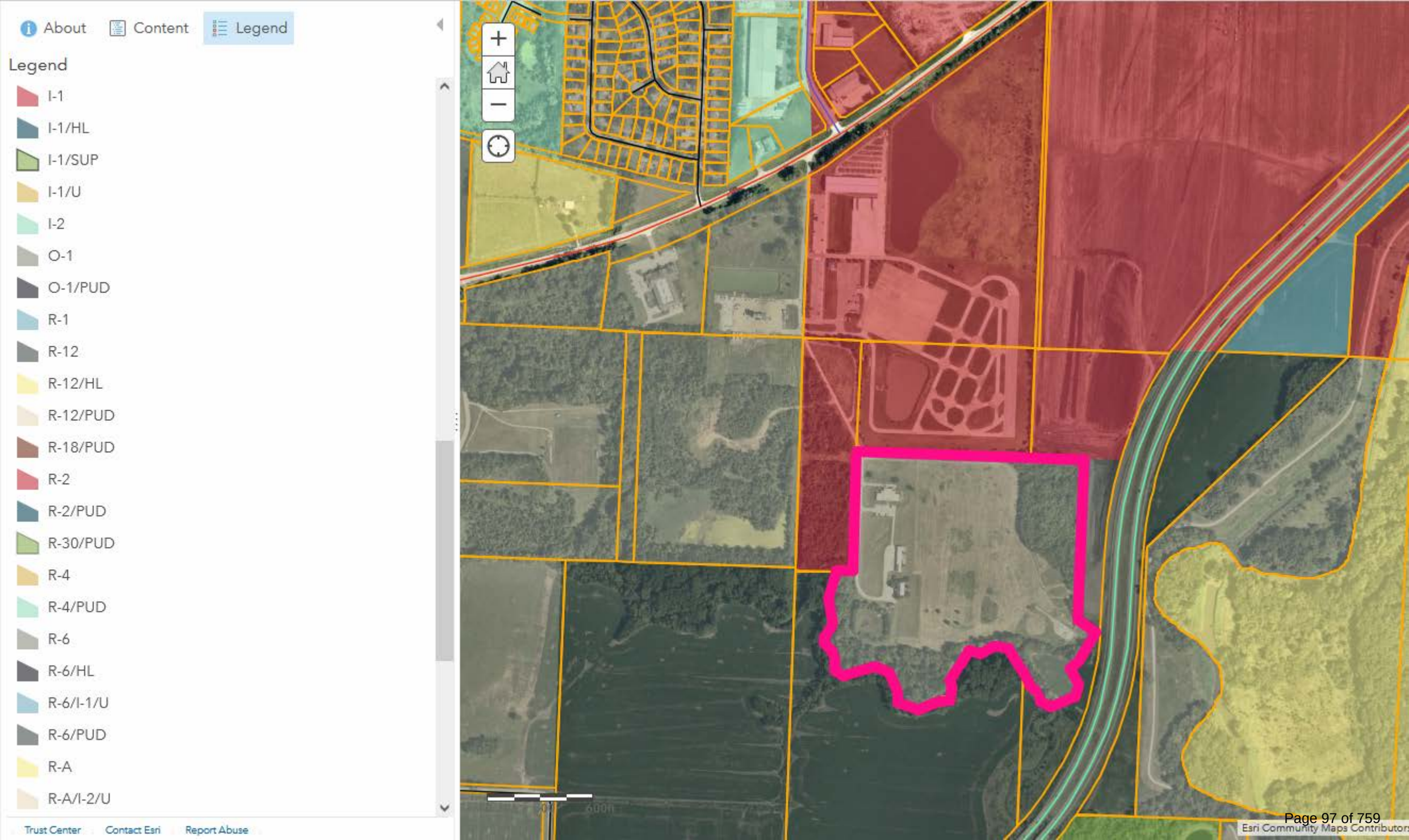
**Consistency with Independence for All, Strategic Plan:**
Recategorizing this property to industrial is consistent with the *Independence for All,* Strategic Plan. One of the objectives of the plan is to grow business and industry. Recategorizing the property from industrial uses will allow Novus Power Products and other local manufacturers to continue to grow and operate within our community.

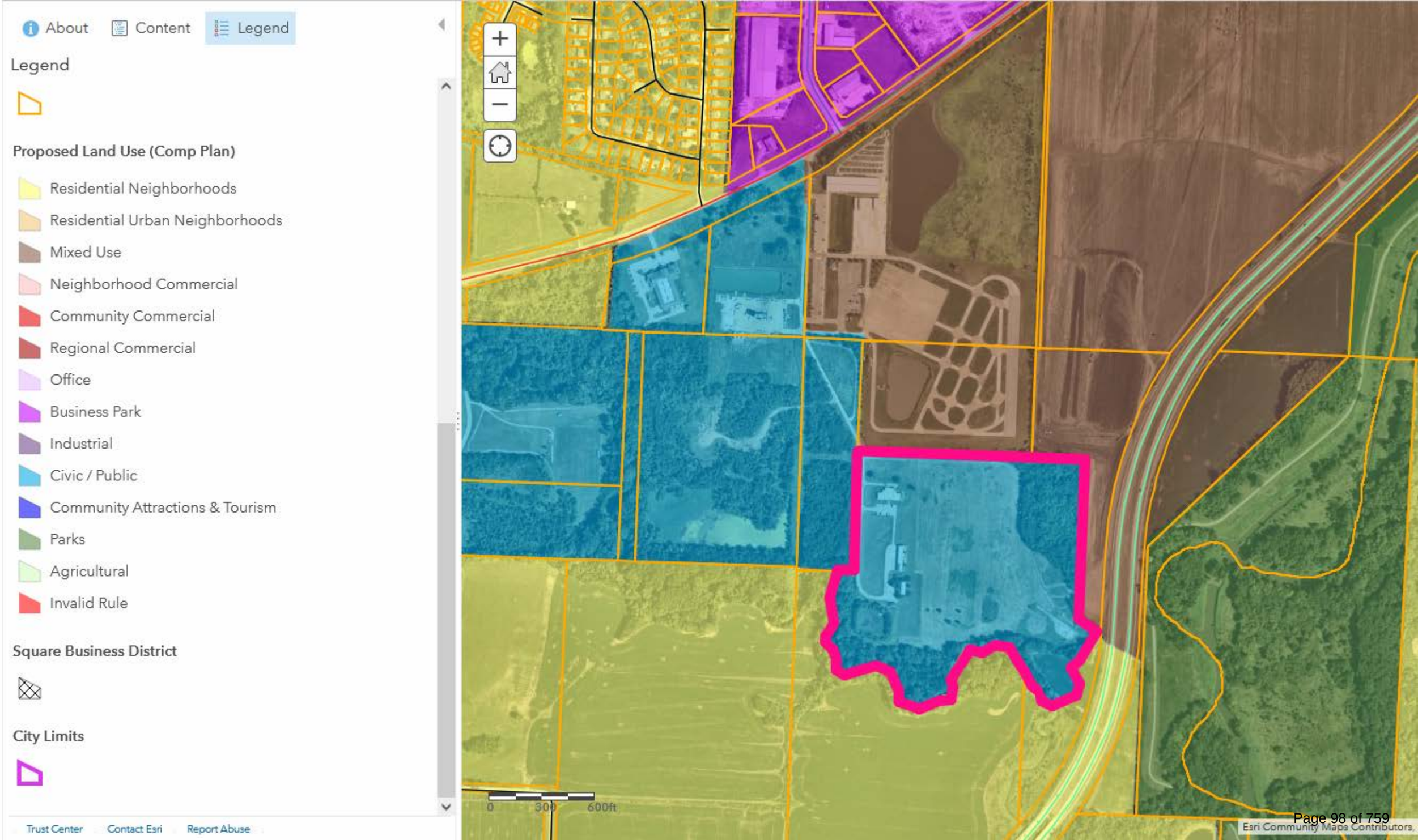
**Comprehensive Plan Guiding Land Use Principles:**
The Comprehensive plan currently envisions the future land use of this property to be Civic/Public. This was likely put in place when the property was owned and used by the Little Blue Valley Sewer District. Now that they have sold the property this future use is unlikely to occur.

The proposed land use designation change to industrial is appropriate given the nearby uses along with the Eastgate Commerce Center under construction.

**EXHIBIT**

1. Zoning Map
2. Comp Plan Map


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


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,

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:**

A public hearing for the application to rezone the property at 21101 E. M-78 Hwy from R-6, Single Family Residential, to I-1, Industrial. ***New Information Only.***

**Recommendations:**

**Background:**

**Emergency Justification:**

**Fiscal Impact:**

**Council Action:**

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**Department / Contact** Community Development /

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**REVIEWERS**

Tom Scannell
Jeremy Cover
Zachary Walker
Susanne Holland

**ATTACHMENTS:**

1. 09-10-24 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**.

Notice ID: fPxGv5m3q408mi3g4Apu | **Proof Updated: Aug. 20, 2024 at 10:38am CDT**
Notice Name: PC 09/10/2024

See Proof on Next Page

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

| FILER | FILING FOR |
|---|---|
| Jodi Baker | Examiner |
| jbaker@indepmo.org | |
| (816) 325-7109 | |

| | | | |
|---|---|---|---|
| **Columns Wide:** | 1 | **Ad Class:** | Legals |
| **Total Column Inches:** | 13.51 | | |
| **Number of Lines:** | 108 | | |

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|---|---|
| 08/24/2024: Other | 174.64 |

| | |
|---|---|
| Subtotal | $174.64 |
| Tax | $0.00 |
| Processing Fee | $0.00 |
| **Total** | **$174.64** |

Notice of Public Hearing

Notice is hereby given that a public hearing will be held by the Independence City **Planning Commission** at 6 p.m., Tuesday, September 10, 2024, and by the Independence **City Council** at 6 p.m., Monday, October 21, 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 24-150-01 – Comprehensive Plan Amendment – 21101 E. M-78 Highway** – A request by Carajoto, LLC amend the Future Land Use Plan map for 21101 E. 78 Hwy.

**Case 24-100-12 – Rezoning – 21101 E. M-78 Highway** – A request by Carajoto, LLC to rezone the property from R-6 (Single Family Residential) to I-1 (Industrial).

**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).

**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).

**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).

**Case 24-100-22 – Rezoning – 1235 & 1239 W. South Street** – A request by Brandon Fryer to rezone the properties from I-1 (Industrial) to R-6 (Single Family Residential).

**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).

**Case 24-125-05 – Rezoning/ PUD – 19300 E. 37th Terrace S.** – 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.

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 20th day of August, 2024.

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

Published in the Examiner, Aug 24, 2024

######

# City of Independence

AGENDA ITEM COVER SHEET

**Agenda Title:**

24-099 **2R** 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. **2R** **Passed 7-0 Ord. No. 19612**

**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:**

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**Department / Contact** Community Development /

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**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:

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.*

**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
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 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<br>☐ PUD Rezoning | ☐ Preliminary Plat<br>☐ Final Plat<br>☐ Minor Subdivision | ☐ Final Site Plan<br>☐ Preliminary Dev Plan<br>☐ Final Dev Plan (PUD) | ☐ Special Use<br>☐ Homebased Business<br>☐ Short-Term Rental | ☐ Admin. Adjustment<br>☐ Variance<br>☐ Street Name Change<br>☐ 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 | X Anthony L Privitera 7/16/2024 |
|---|---|
| Applicant's Signature Date | Owner's Signature Date |
| George E. Kapke | 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

PS Form 3811, July 2020 PSN 7530-02-000-9053 Domestic Return Receipt

KAPKE & WILLERTH L.L.C.
ATTORNEYS AT LAW
3304 NE Ralph Powell Road
Lee's Summit, Missouri 64064

Bolder, LLC
221 W. Lexington Avenue, Suite 400
Independence, MO 64050

KAPKE & WILLERTH L.L.C.
ATTORNEYS AT LAW
3304 NE Ralph Powell Road
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

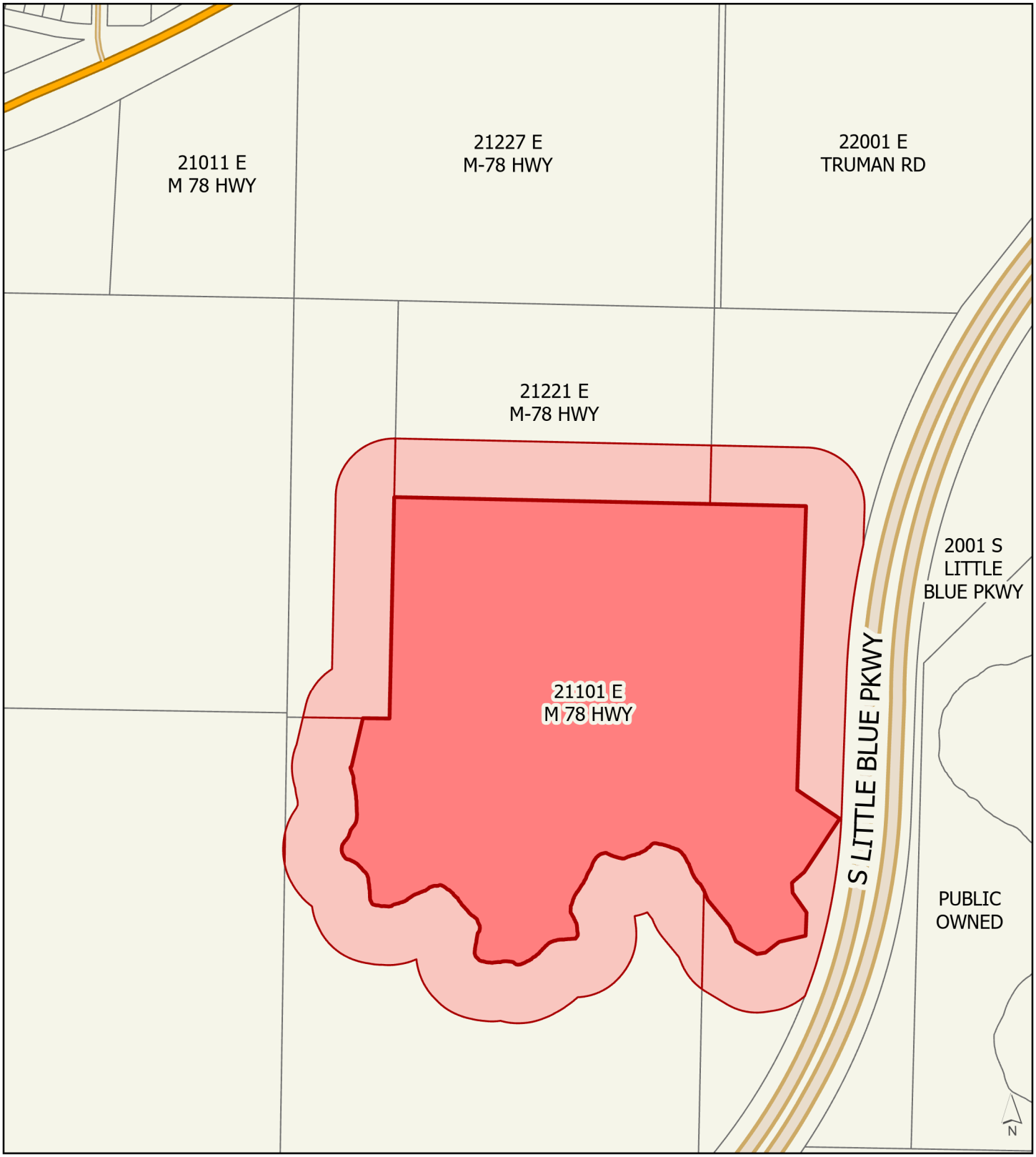
The Junior College District
3200 Broadway
Kansas City, MO 64111

| 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 |
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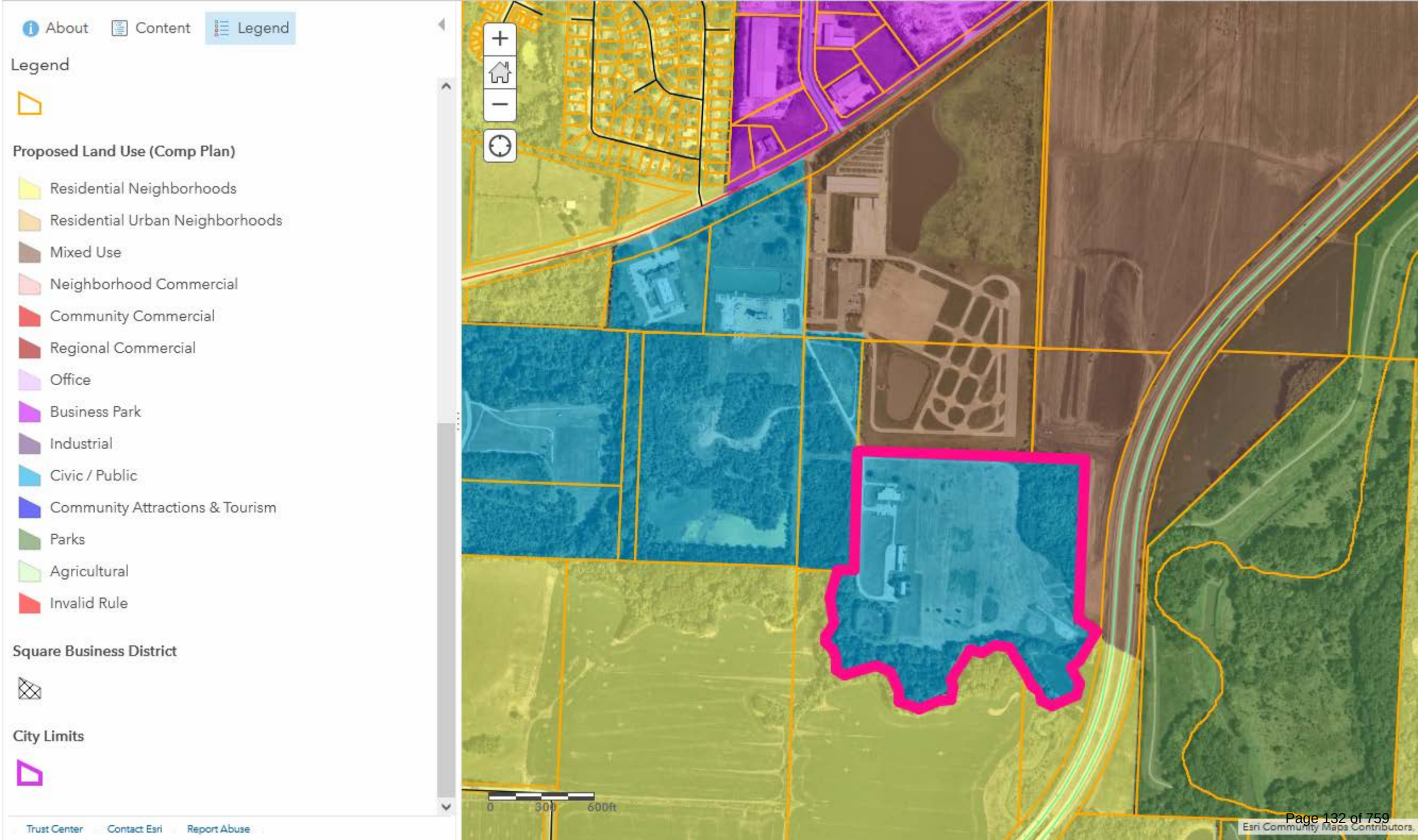
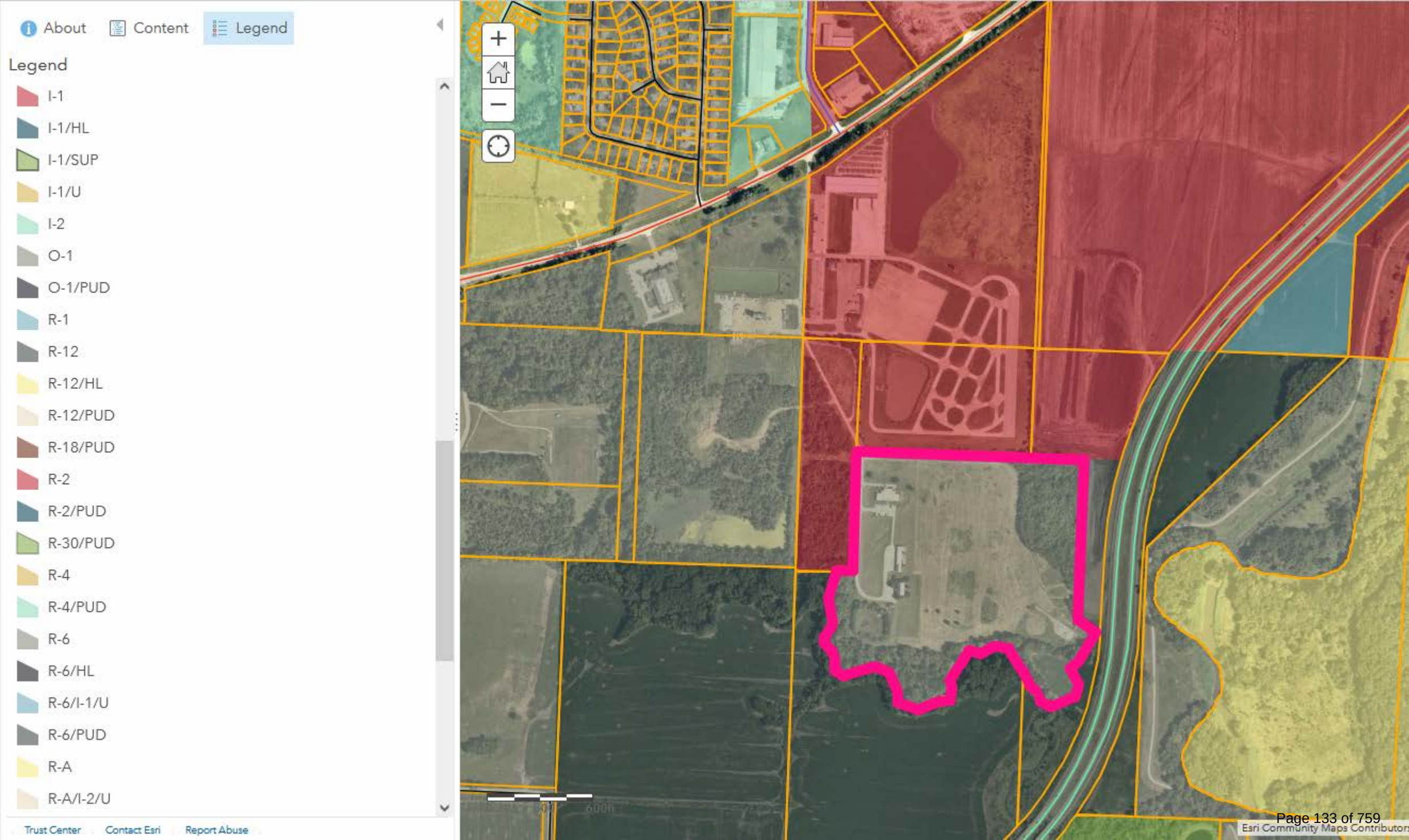

About
Content
Legend
Legend
Proposed Land Use (Comp Plan)
Residential Neighborhoods
Residential Urban Neighborhoods
Mixed Use
Neighborhood Commercial
Community Commercial
Regional Commercial
Office
Business Park
Industrial
Civic / Public
Community Attractions & Tourism
Parks
Agricultural
Invalid Rule
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:**

A public hearing for the application to rezone the property located at the southwest corner of Jackson Drive and R. D. Mize Road from C-2, General Commercial, and R-6, Single Family Residential, to C-2, General Commercial, and R-12, Two-Family Residential. ***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. 09-10-24 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**.

Notice ID: fPxGv5m3q408mi3g4Apu | **Proof Updated: Aug. 20, 2024 at 10:38am CDT**
Notice Name: PC 09/10/2024

See Proof on Next Page

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

| FILER | FILING FOR |
|---|---|
| Jodi Baker | Examiner |
| jbaker@indepmo.org | |
| (816) 325-7109 | |

| | | | |
|---|---|---|---|
| **Columns Wide:** | 1 | **Ad Class:** | Legals |
| **Total Column Inches:** | 13.51 | | |
| **Number of Lines:** | 108 | | |

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| 08/24/2024: Other | 174.64 |

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| Subtotal | $174.64 |
| Tax | $0.00 |
| Processing Fee | $0.00 |
| **Total** | **$174.64** |

Notice of Public Hearing

Notice is hereby given that a public hearing will be held by the Independence City **Planning Commission** at 6 p.m., Tuesday, September 10, 2024, and by the Independence **City Council** at 6 p.m., Monday, October 21, 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 24-150-01 – Comprehensive Plan Amendment – 21101 E. M-78 Highway** – A request by Carajoto, LLC amend the Future Land Use Plan map for 21101 E. 78 Hwy.

**Case 24-100-12 – Rezoning – 21101 E. M-78 Highway** – A request by Carajoto, LLC to rezone the property from R-6 (Single Family Residential) to I-1 (Industrial).

**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).

**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).

**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).

**Case 24-100-22 – Rezoning – 1235 & 1239 W. South Street** – A request by Brandon Fryer to rezone the properties from I-1 (Industrial) to R-6 (Single Family Residential).

**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).

**Case 24-125-05 – Rezoning/ PUD – 19300 E. 37th Terrace S.** – 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.

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 20th day of August, 2024.

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

Published in the Examiner, Aug 24, 2024

######

# City of Independence

AGENDA ITEM COVER SHEET

**Agenda Title:**

24-100 **2R** 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. **2R** **Passed 7-0 Ord. No. 19613**

**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:**

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**Department / Contact** Community Development /

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**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<br>☐ PUD Rezoning | ☐ Preliminary Plat<br>☐ Final Plat<br>☐ Minor Subdivision | ☐ Final Site Plan<br>☒ Preliminary Dev Plan<br>☐ Final Dev Plan (PUD) | ☐ Special Use<br>☐ Homebased Business<br>☐ Short-Term Rental | ☐ Admin. Adjustment<br>☐ Variance<br>☐ Street Name Change<br>☐ 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

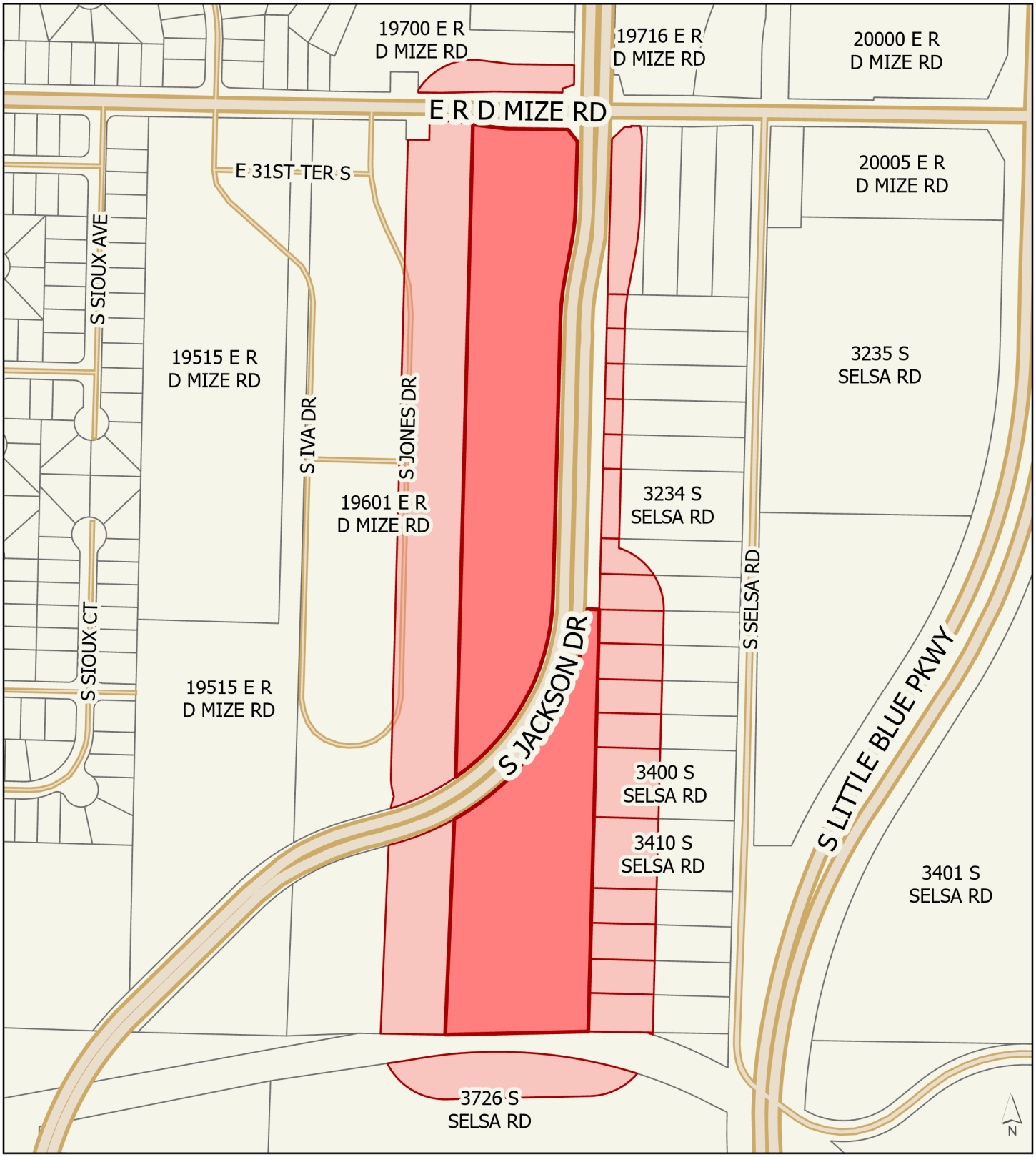
Ashley M. and Tadeo Delfino Yanez
3400 S. Selsa Rd.
Independence, MO 64057

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.

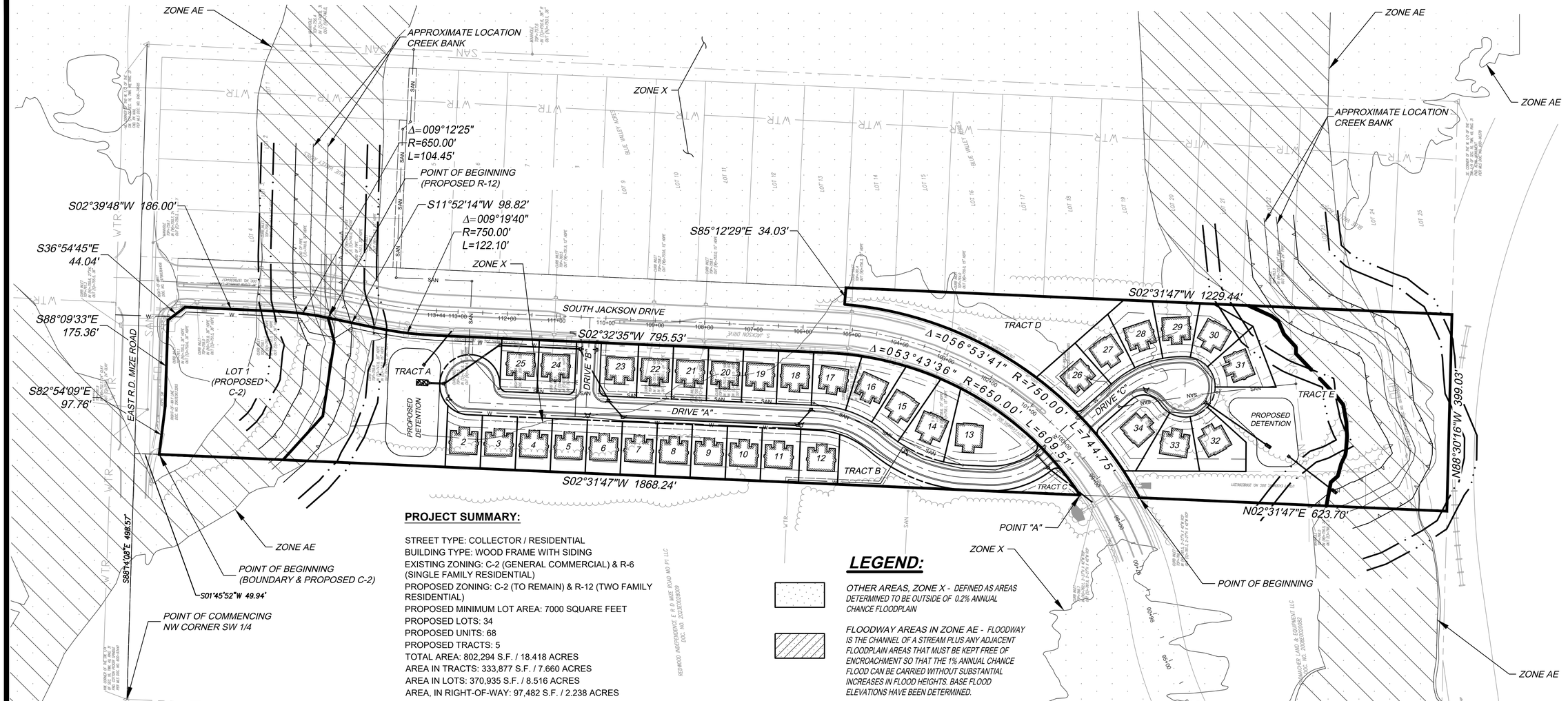
James Pollard
Signature of Agent, Owner or Attorney

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:

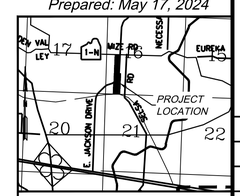
Commencing at the Northwest corner of the Southwest Quarter of said Section 16; thence South 88 degrees 14 minutes 08 seconds West, along the North line of said Southwest Quarter, a distance of 498.57 feet; thence South 01 degrees 45 minutes 52 seconds West, a distance of 49.94 feet to the South right-of-way 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**

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
MATCH LINE
LOT 1
94196 S.F.
2.16 AC.
TRACT A
74734 S.F.
1.72 AC.
PROPOSED DETENTION
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.
DRIVE "A"
DRIVE "B"
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
RIGHT-OF-WAY DOC. NO. 2007E0073265
RIGHT-OF-WAY DOC. NO. 97910364456
DOC. NO. 19791036445?

**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.

60.50' × 55.67' BUILDING TYPE A
55.00' × 60.00' BUILDING TYPE B

## 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 |
|---|---|---|---|---|
| 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 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

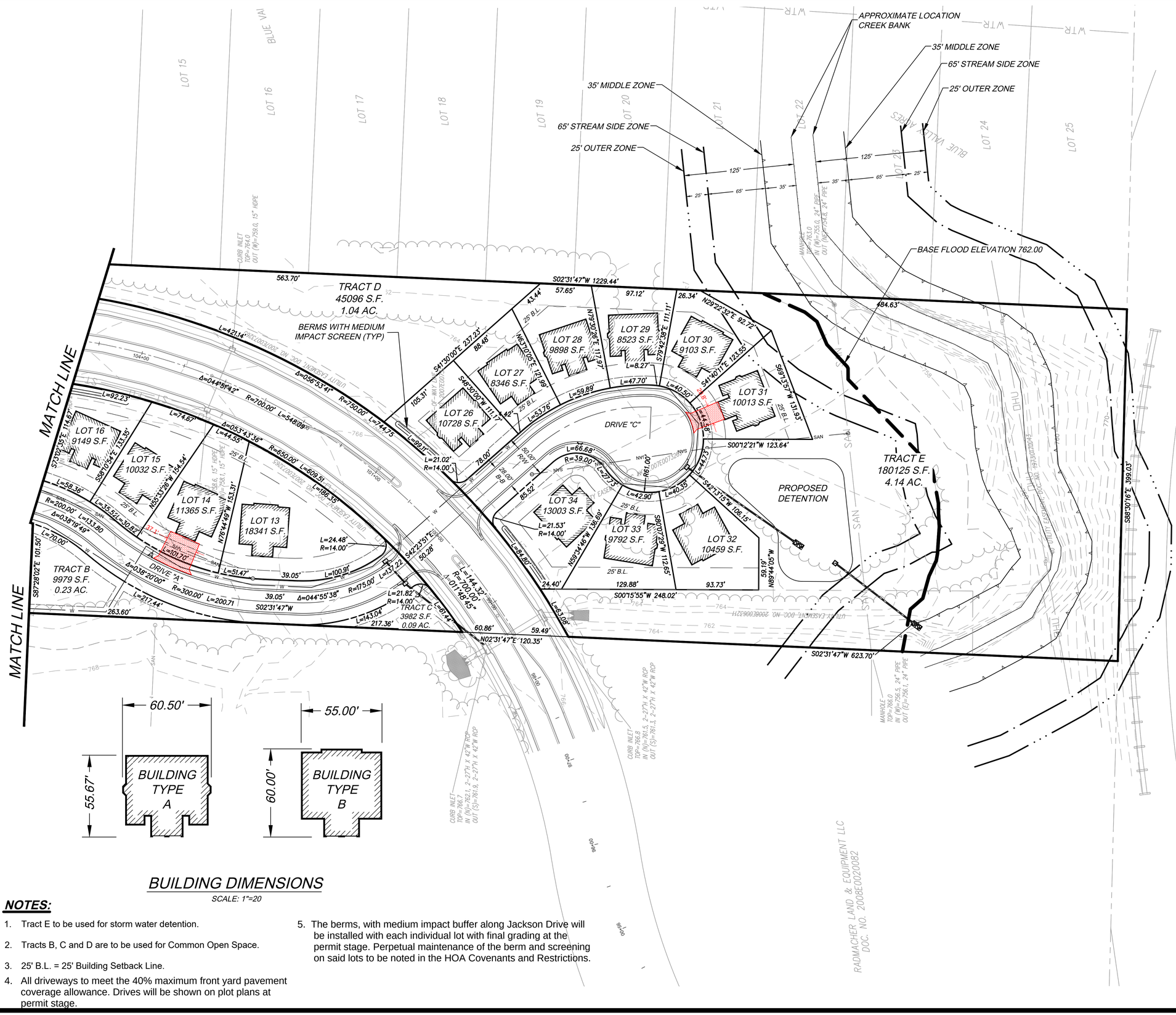

# PRELIMINARY DEVELOPMENT PLAN
# SITE DIMENSION PLAN NORTH

## 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

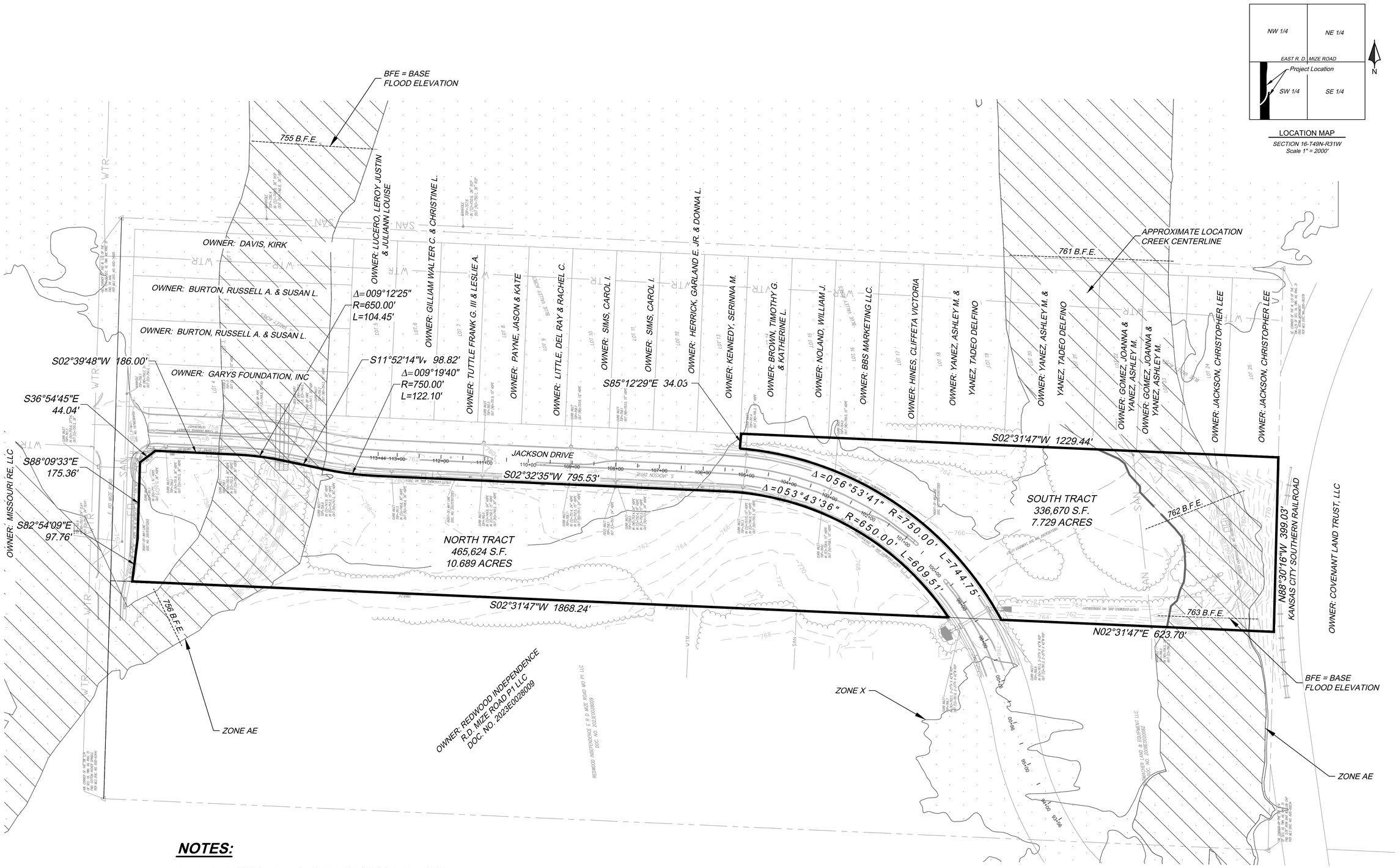
X-REF NO.
23-072 Base

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

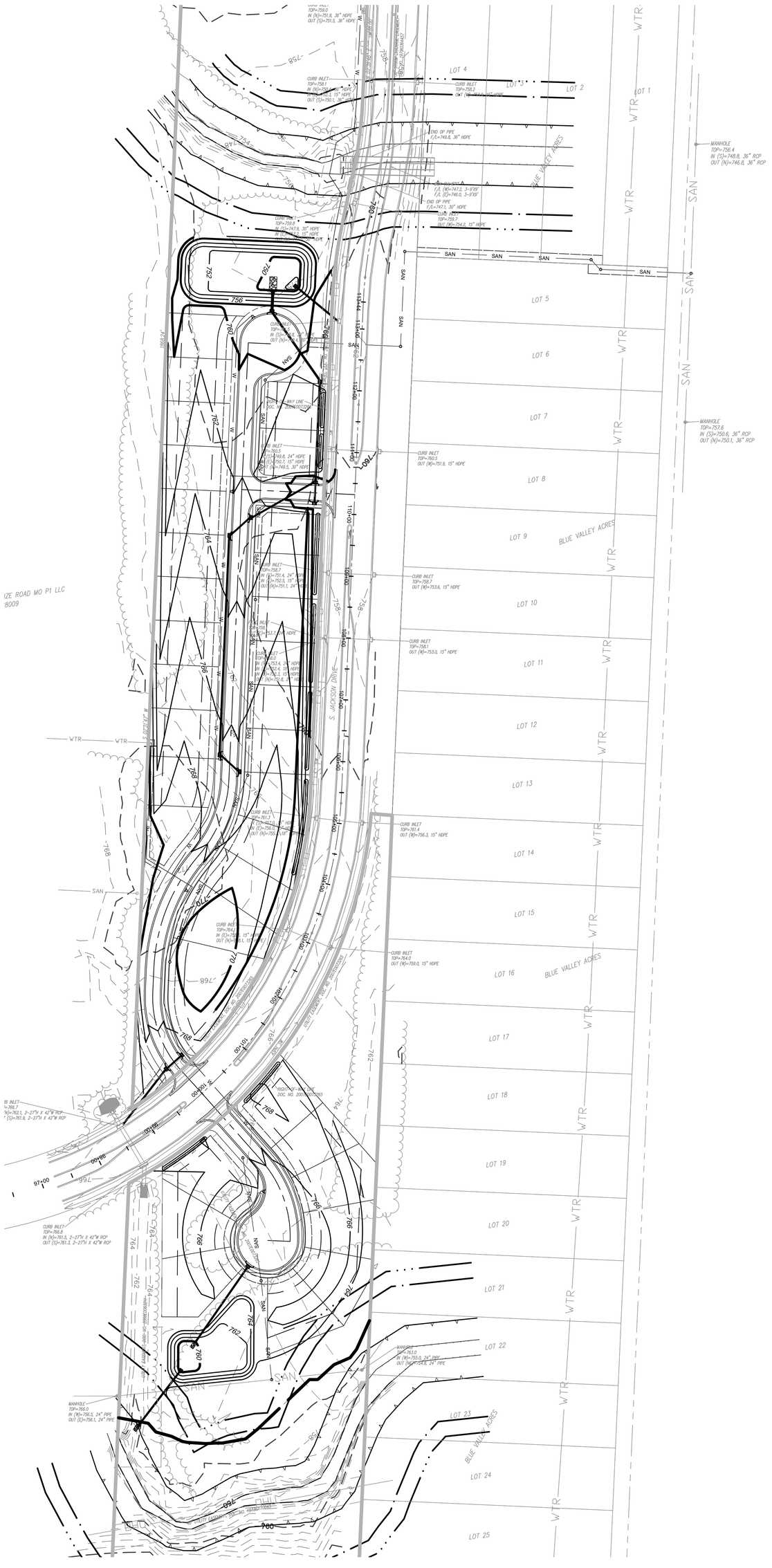

Consult Inc engineers planners
1533 Locust Street, Kansas City, Missouri 64108
CORPORATE LICENSE No. E2010005573 (MO.) / E-1736 (KS.) / LS 2019005467


# 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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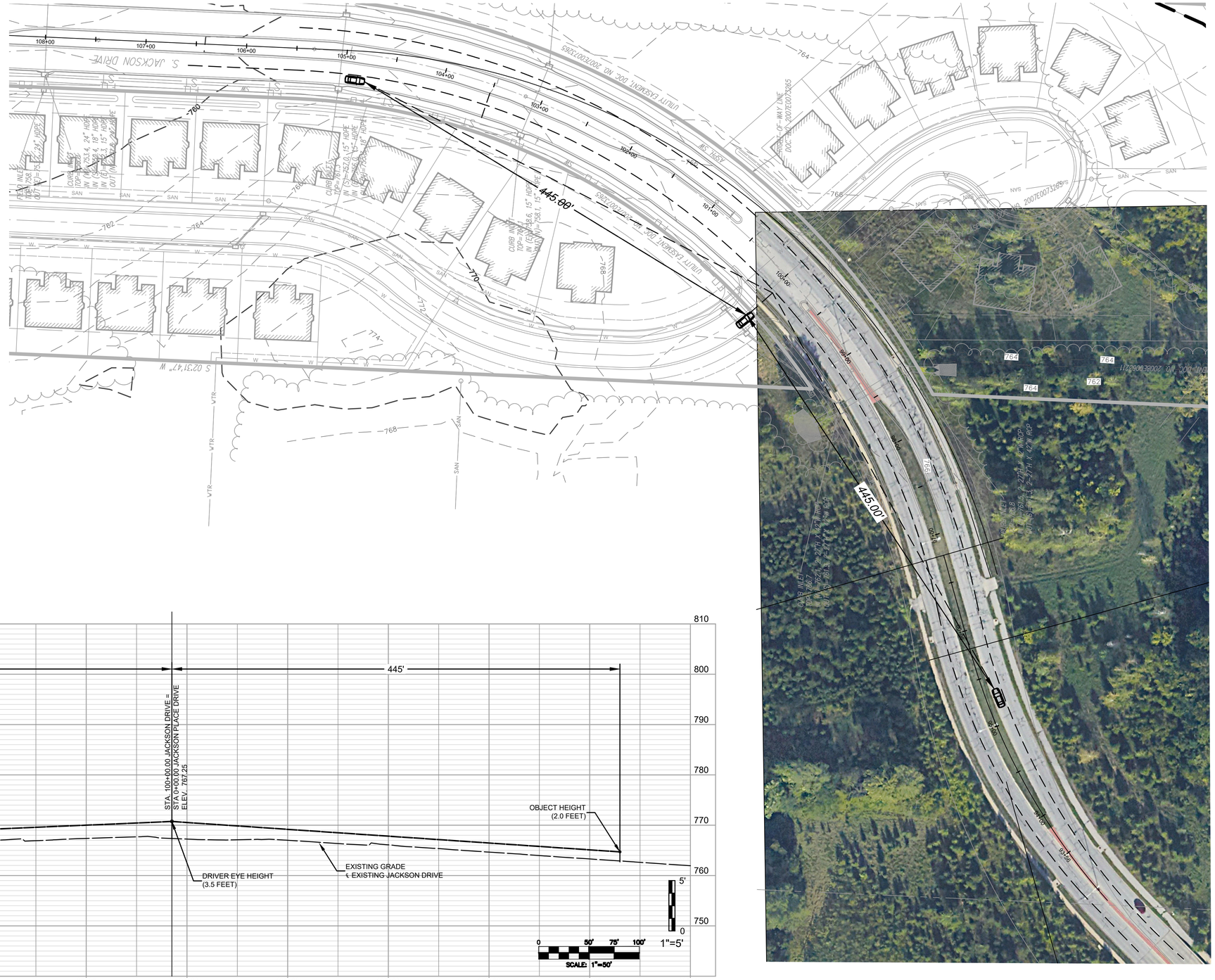
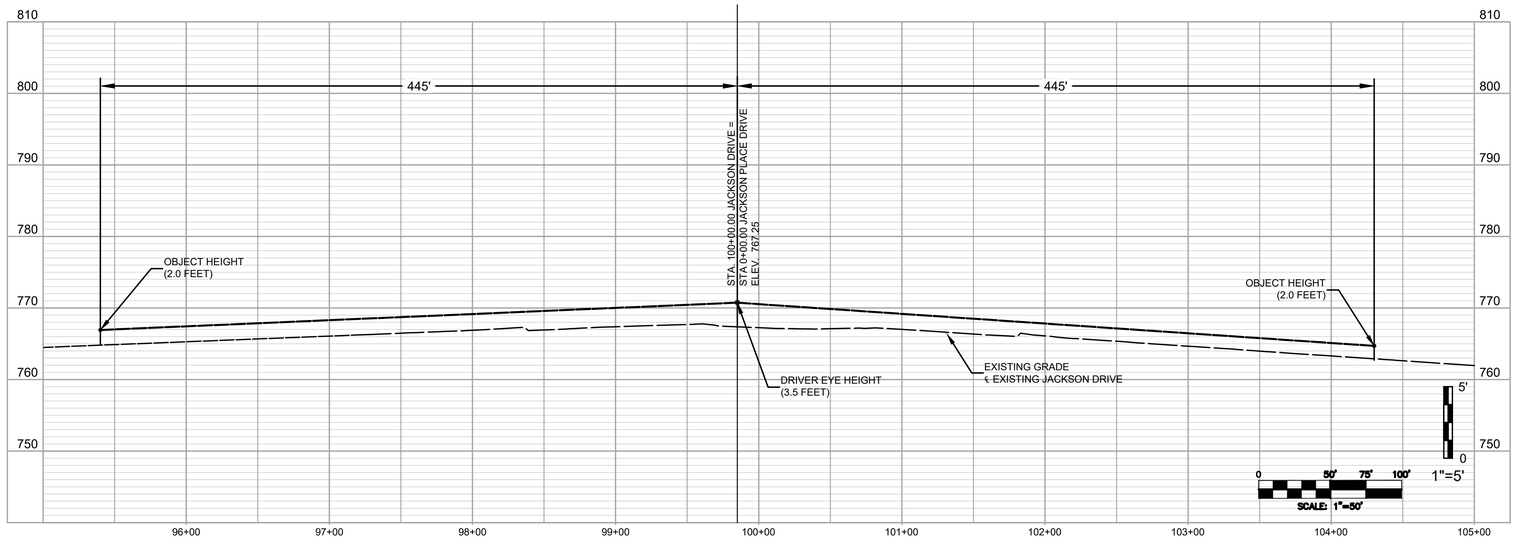
| | |
|---|---|
| PROJECT NO. | 23-072 |
| DRAWING NO. | 23-072PDPs |
| DATE | May 17, 2024 |
| SHEET NO. | 23-072 |

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.




*CENTERLINE EXISTING JACKSON DRIVE*

0 80' 120' 160'

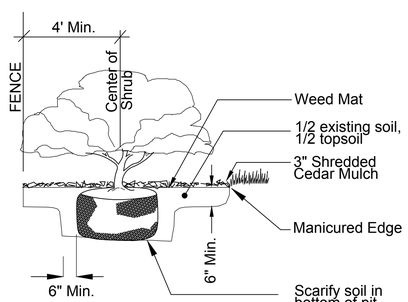
SCALE: 1"=80'

## 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. |

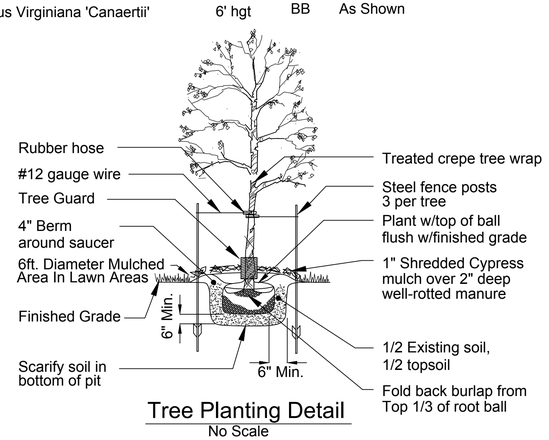
## Tree List

| 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*

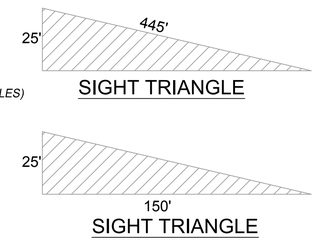
*PROVIDED*

| | |
|---|---|
| *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 |

IF THIS IS NOT A BLUE INK SEAL AND THE SIGNATURE IN BLUE INK, THE PLAN IS A COPY AND MAY CONTAIN UNAUTHORIZED ALTERATIONS. THE CERTIFICATION CONTAINED ON THIS DOCUMENT SHALL NOT APPLY TO ANY COPIES

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 INDEPENDENCE, JACKSON COUNTY, MISSOURI

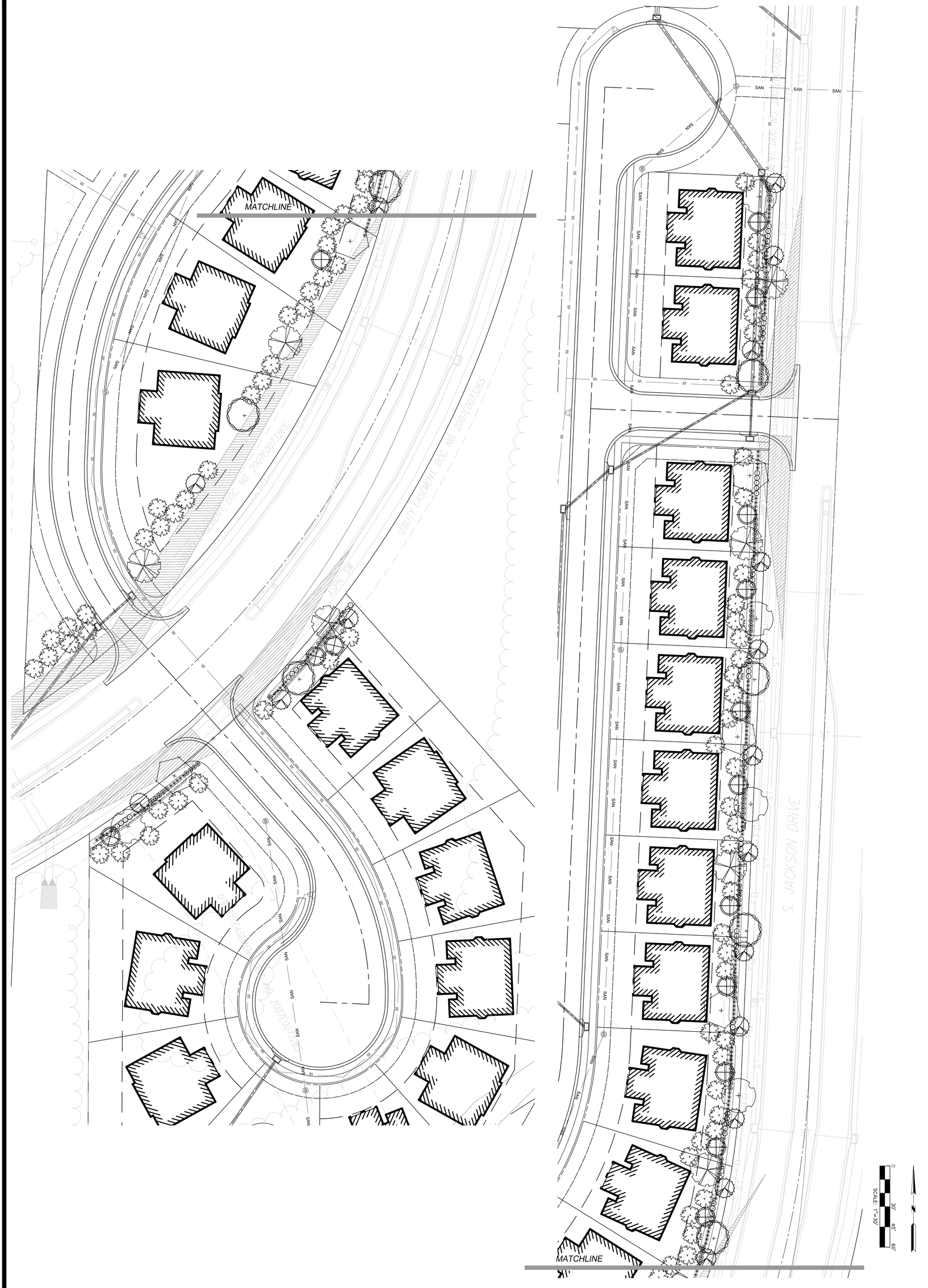
X-REF NO.
23-072 Base

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

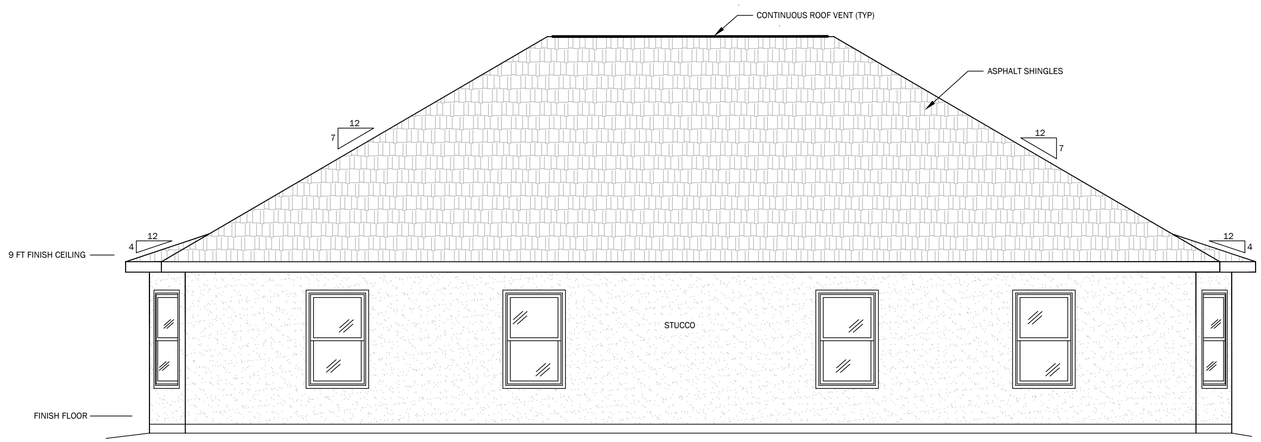

Consult Inc engineers planners
1533 Locust Street, Kansas City, Missouri 64108
CORPORATE LICENSE No. E201000573 (MO.) / E-1736 (KS.) / LS 2019005467


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

IF THIS IS NOT A BLUE INK SEAL AND THE SIGNATURE IN BLUE INK, THE PLAN IS A COPY AND MAY CONTAIN UNAUTHORIZED ALTERATIONS. THE CERTIFICATION CONTAINED ON THIS DOCUMENT SHALL NOT APPLY TO ANY COPIES.

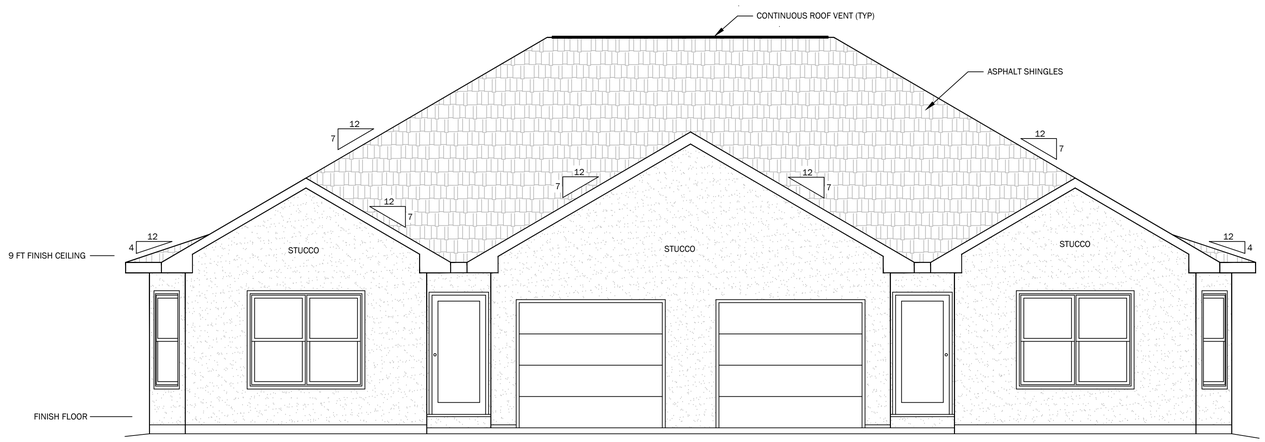
| | |
|---|---|
| SHEET NO. | C3.02 |
| DRAWING NO. | 23-072 Base |
| PLOTTED | 23-072PDPs |
| DATE | May 17, 2024 |
| JOB NO. | 23-072 |


Page 1 of 759




# REAR ELEVATION

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



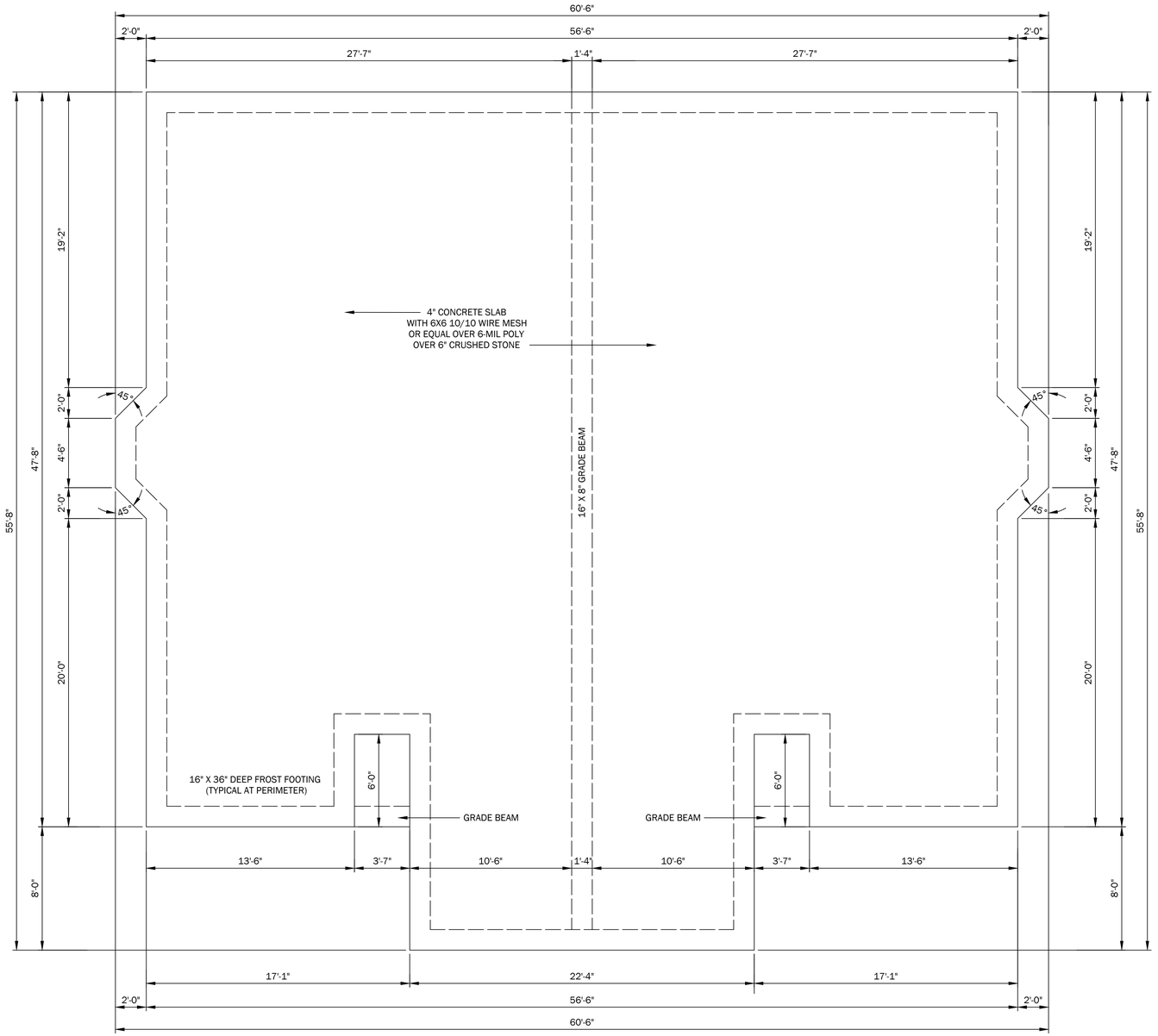

# FRONT ELEVATION

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

DRAWN 11/16/21

DUPLEX - TYBROOK ESTATES - INDEPENDENCE, MO

FRONT & REAR ELEVATIONS




# FOUNDATION PLAN

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

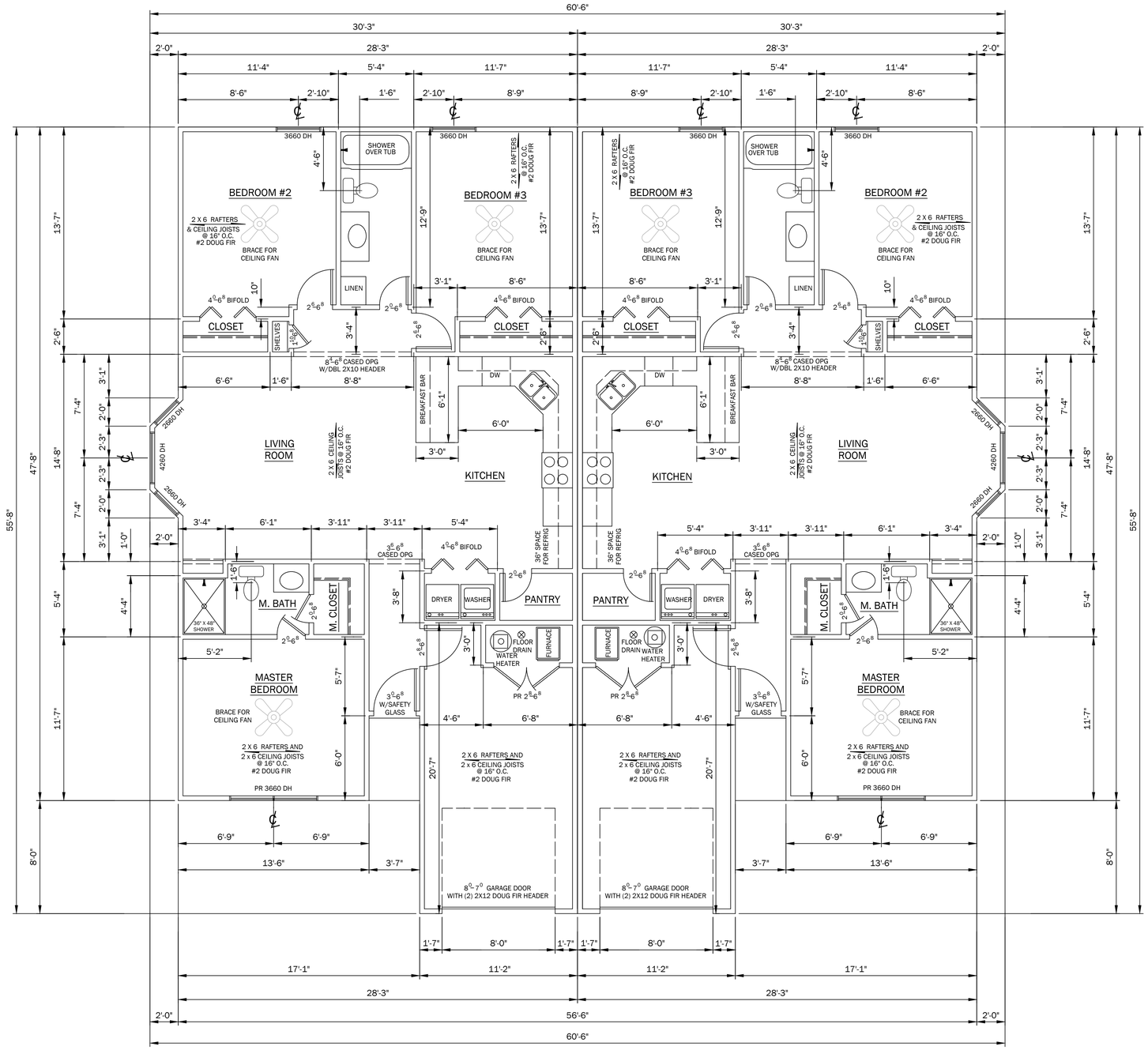
NOTES:

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

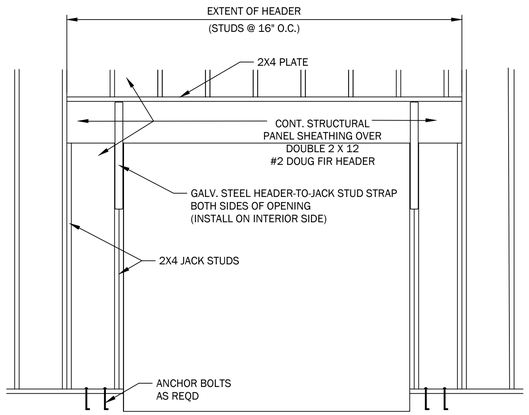
GFCI'S AND EXHAUST FANS TO BE INSTALLED PER 2018 IRC

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

DUPLEX - TYBROOK ESTATES - INDEPENDENCE, MO

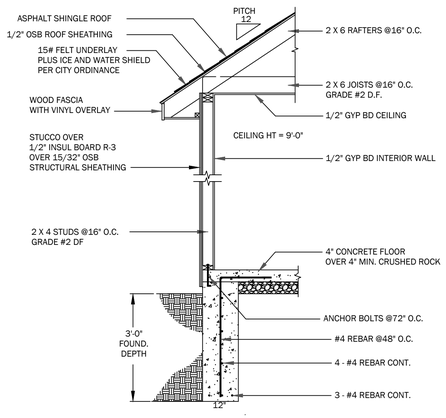
DRAWN 11/16/21

FLOOR PLAN



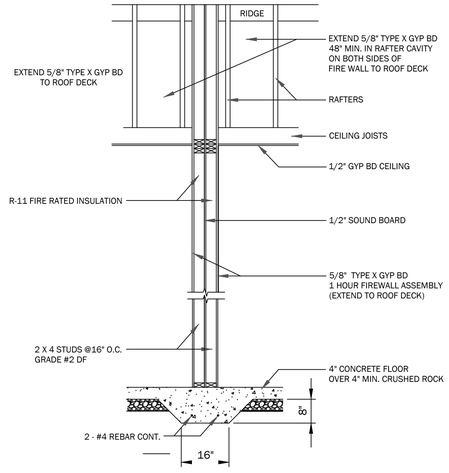

## GARAGE DOOR PORTAL

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



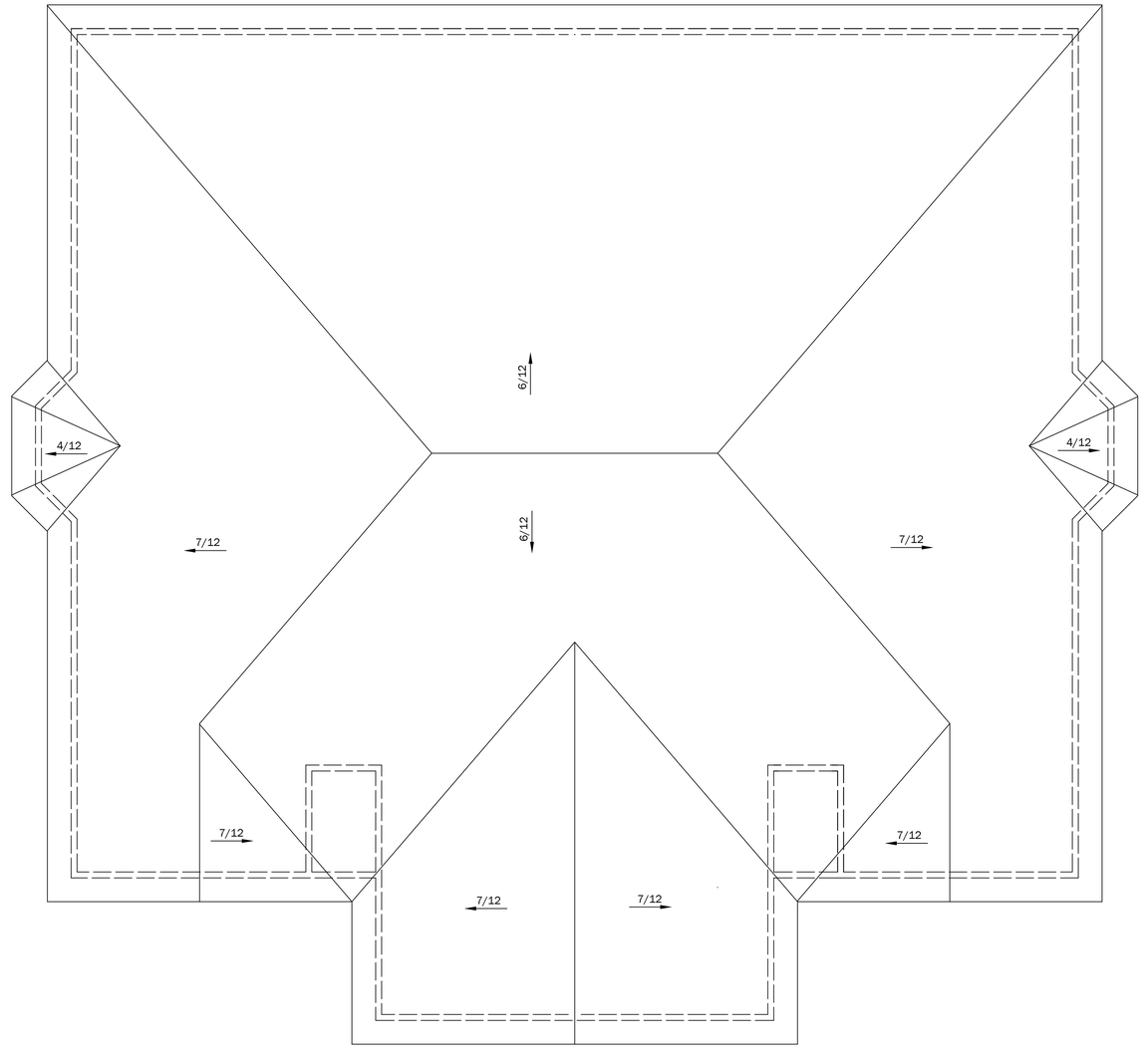

## TYP. WALL SECTION

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




## FIREWALL SECTION

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



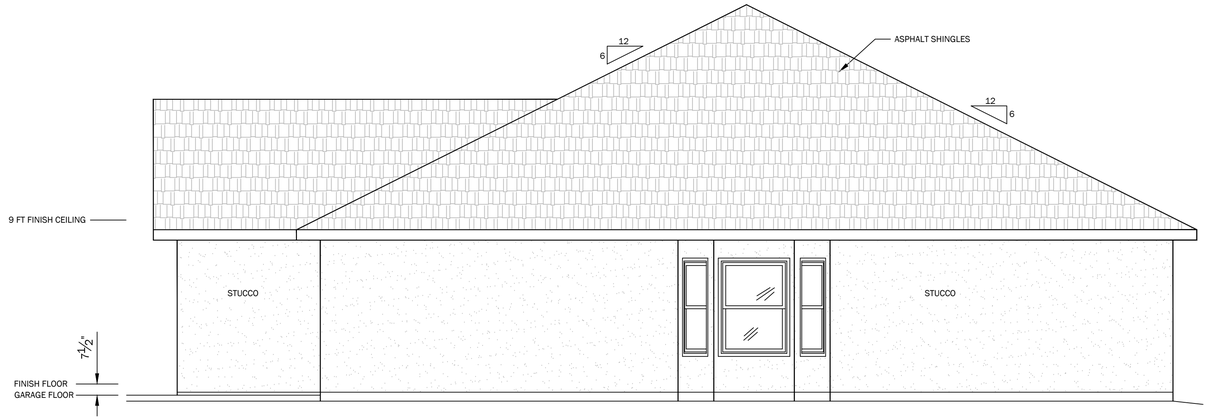

## ROOF PLAN

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

DRAWN 11/16/21

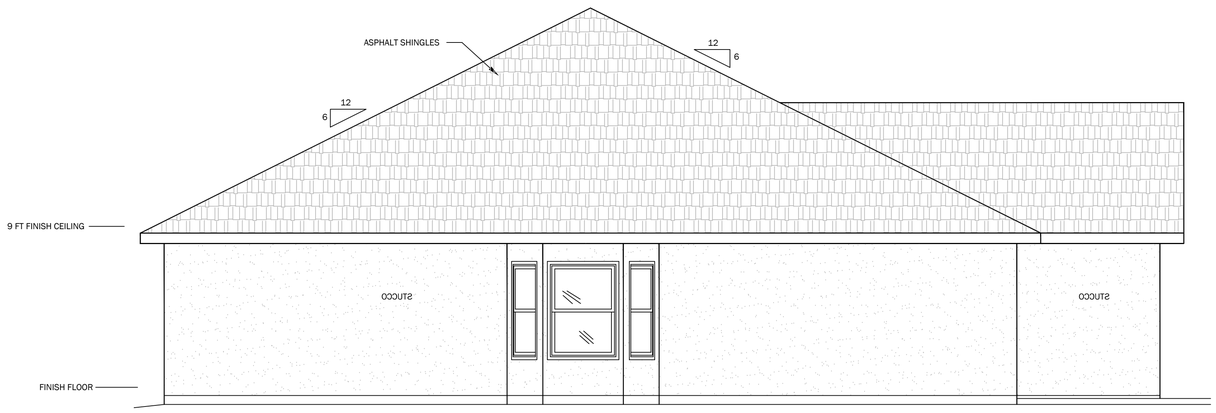
DUPLEX - TYBROOK ESTATES - INDEPENDENCE, MO

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

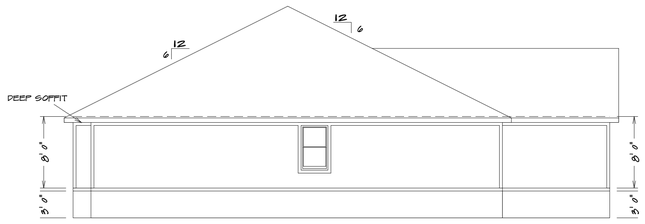
1180 SQ FT.

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

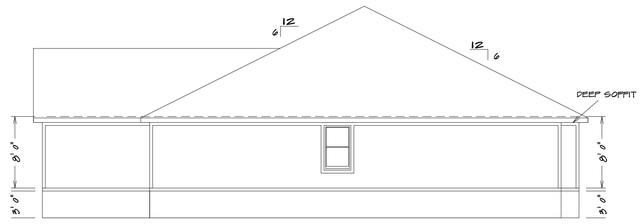
1/4" = 1'0"

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



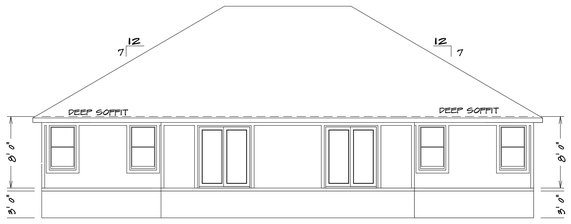

## LEFT ELEVATION

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:

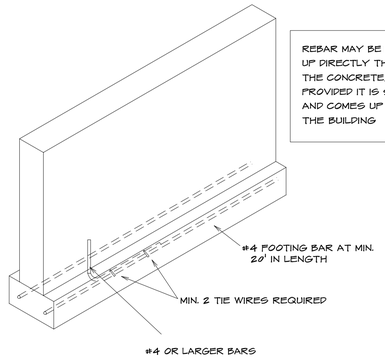
BUILDER&CONTRACTOR IS RESPONSIBLE TO CHECK ALL DIMENSIONS FOR ACCURACY BETWEEN FLOORS, FOUNDATION, AND ELEVATIONS. ALSO VERIFY ALL BEAM, HEADERS, PAD LOCATIONS, AND COLUMN SIZES. BUILDER&CONTRACTOR TO CHECK FOR COMPLIANCE WITH CONTRACTS, CITY, AND NATIONAL CODES. BUILDER&CONTRACTOR ACCEPTS RESPONSIBILITY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

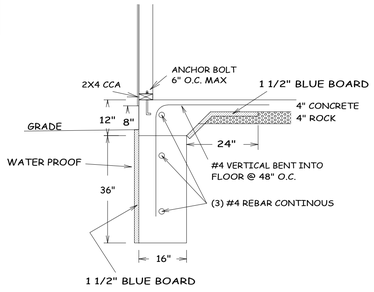
S.D. = SMOKE DETECTOR



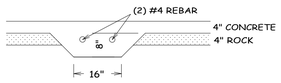

REBAR MAY BE BROUGHT UP DIRECTLY THROUGH THE CONCRETE, PROVIDED IT IS SLEEVED AND COMES UP INSIDE THE BUILDING

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

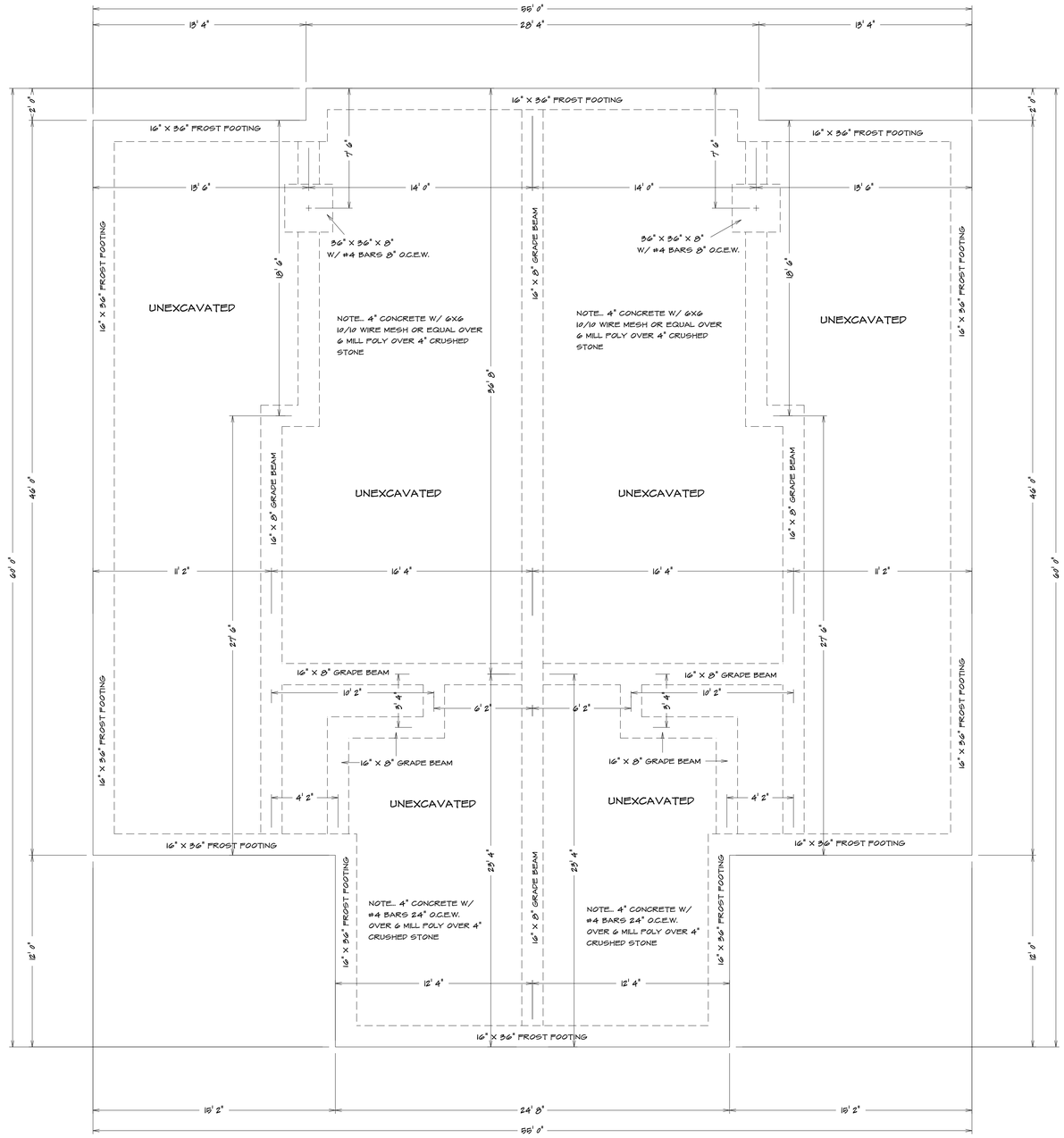



## GRADE PAD

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 |
| APPROX. SQ.FT. | |
| PLAN NO. | DUP-5022 |
| FILE NAME: | 5022 FUND |
| 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 ALL RESPONSIBILITY FOR LOT PLACEMENT, SET-BACKS, AND FLOOR PLANS. 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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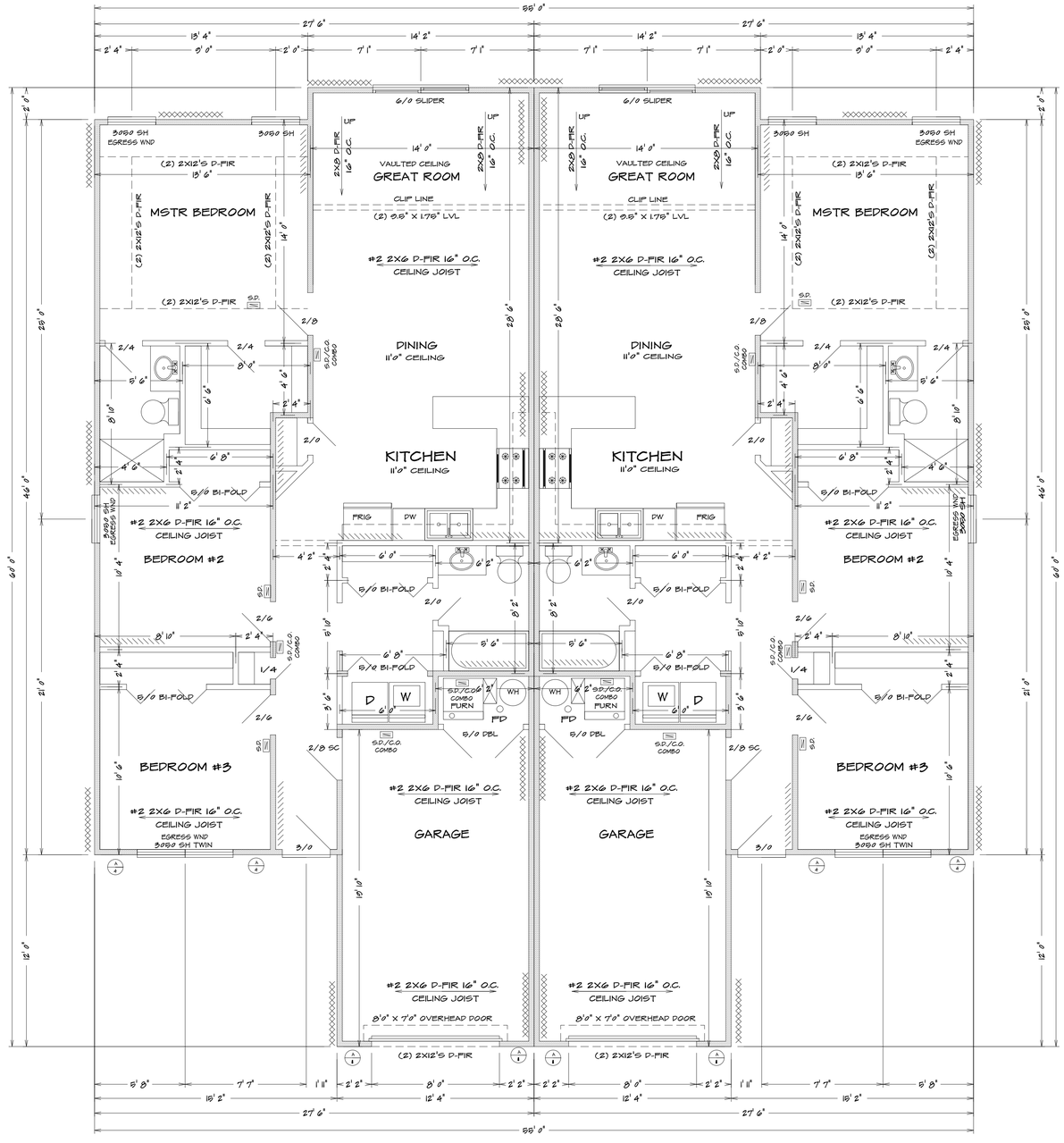



UNIT A

1180 SQ FT.

UNIT B

1180 SQ FT.

BEARING WALL LINES

# FIRST FLOOR PLAN

1/4" = 1'0"

| | |
|---|---|
| SHEET NO. | 3 |
| PLAN NO. | DUP-5022 |
| FILE NAME: | 5022 FLR1 |
| APPROX. SQFT. | |
| PHONE: | |
| DATE DRAWN: | |
| PHONE: | |
| DATE REVISED: | |
| LOT NO. | |
| DESIGNER: | |

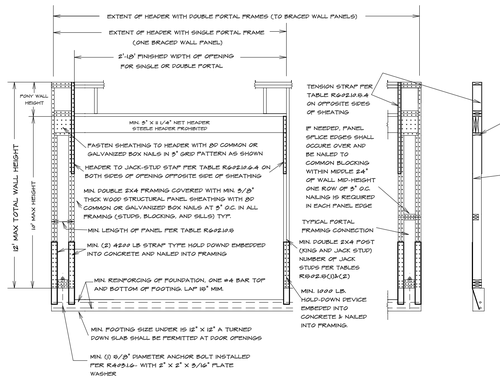
HOME BUYER:

BUILDER:

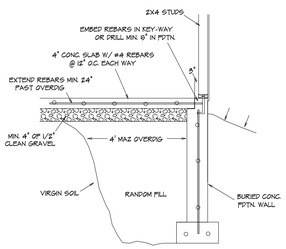
SUB-DIVISION:

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.

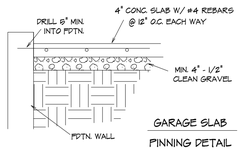
DUP-5022




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

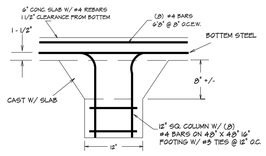
1. PROVIDE ONE WINDOW FROM EACH BEDROOM THAT HAS A MIN. OPENABLE AREA OF 5.7 SR. FT. WITH A MIN. OPENABLE HEIGHT OF 24" AND WIDTH OD 20"

## ELECTRICAL OUTLETS

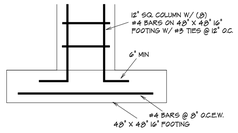
1. ALL OUTLETS TO BE BRANCH CIRCUIT-INTERRUPTER OR GROUND FAULT CIRCUIT-INTERRUPTER PROTECTED

   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)

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 (2) #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+5) |
| 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:

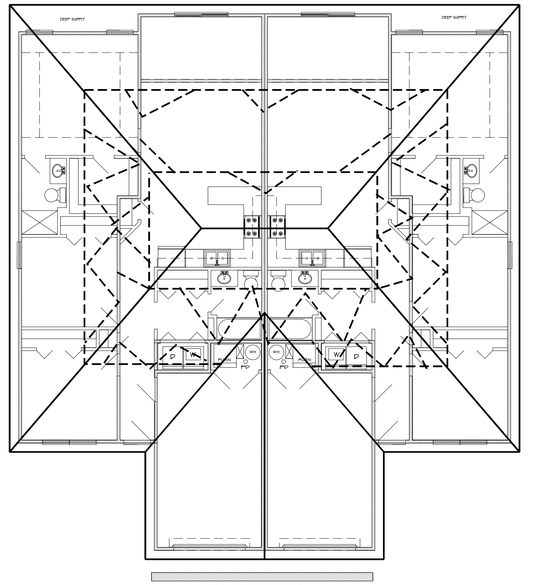
2018 IRC.
PROVIDE SMOKE ALARMS IN EACH SLEEPING ROOM, OUTSIDE OF EACH SLEEPING ROOM AND ON EACH FLOOR, INCLUDING BASEMENT. ALARMS SHALL BE INTERCONNECTED IN SUCH A MANNER THAT THE ACTIVATION OF ONE ALARM WILL ACTIVATE ALL OF THE ALARMS IN THE DWELLING.

## 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.

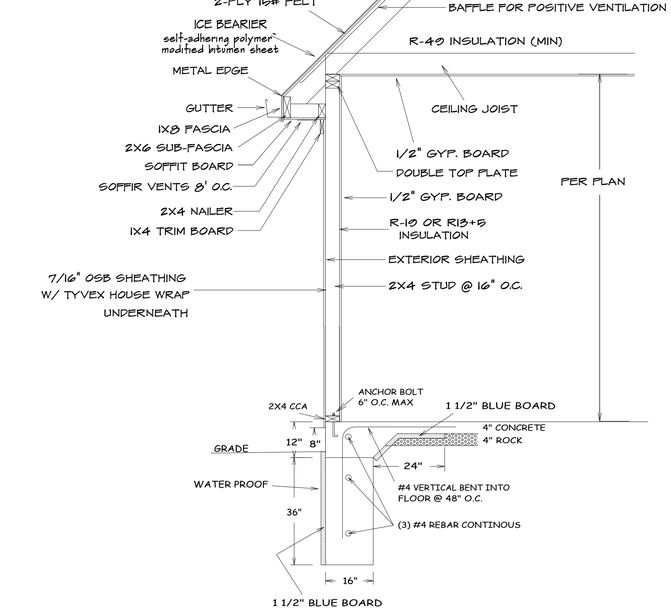



## ROOF ELEVATION

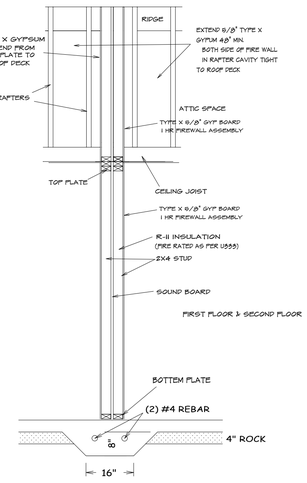
1/8" = 1'0"

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

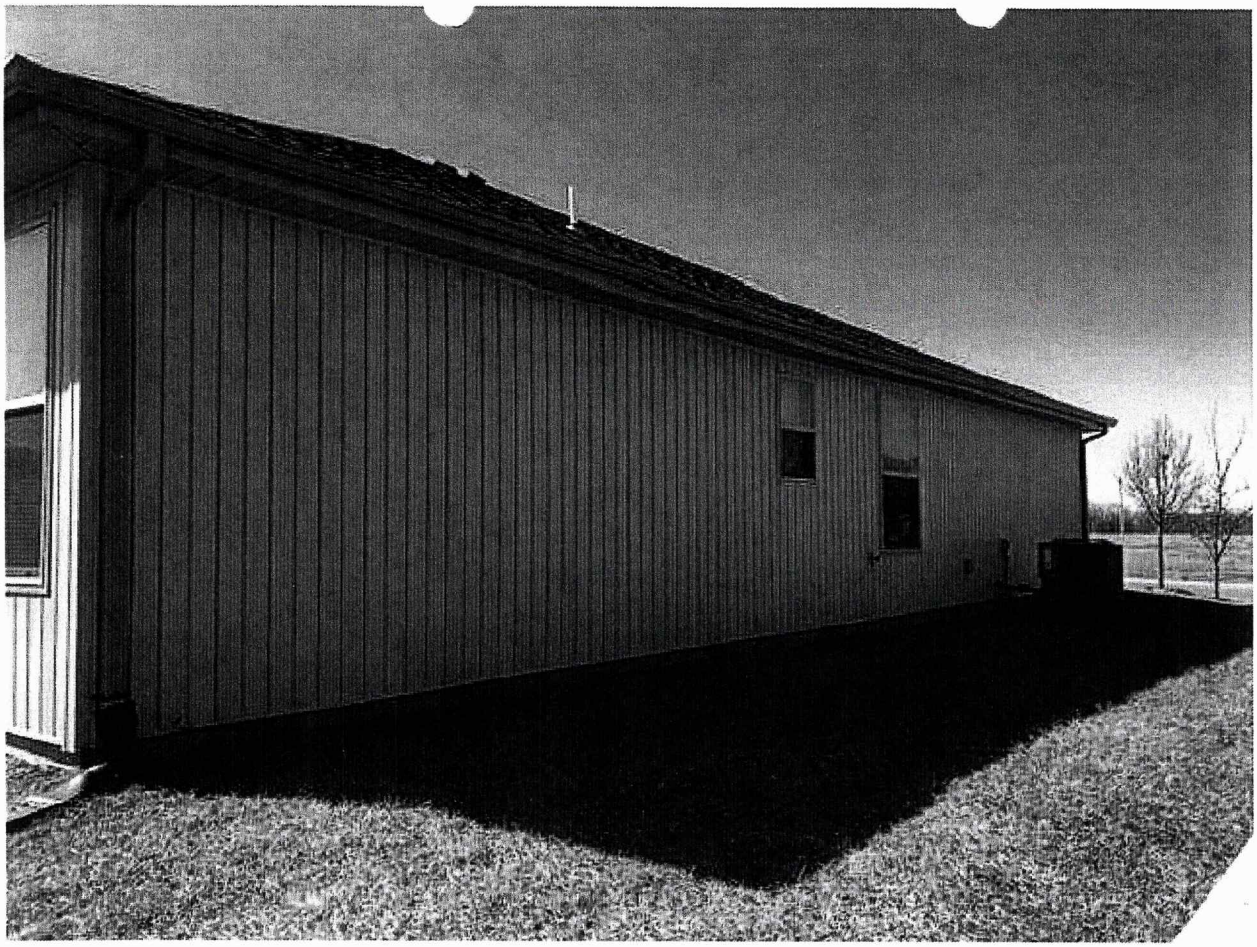


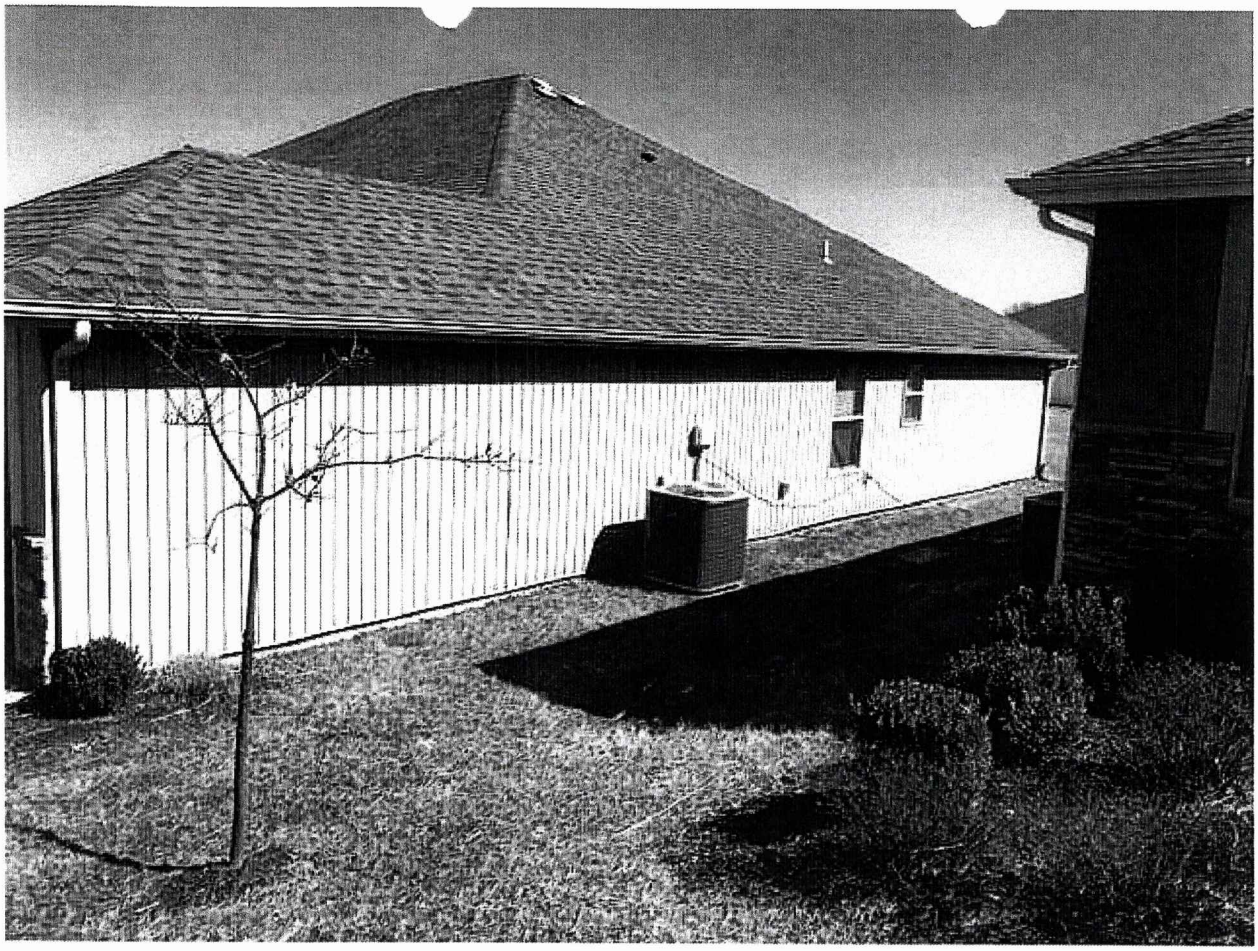

## PARTION WALL

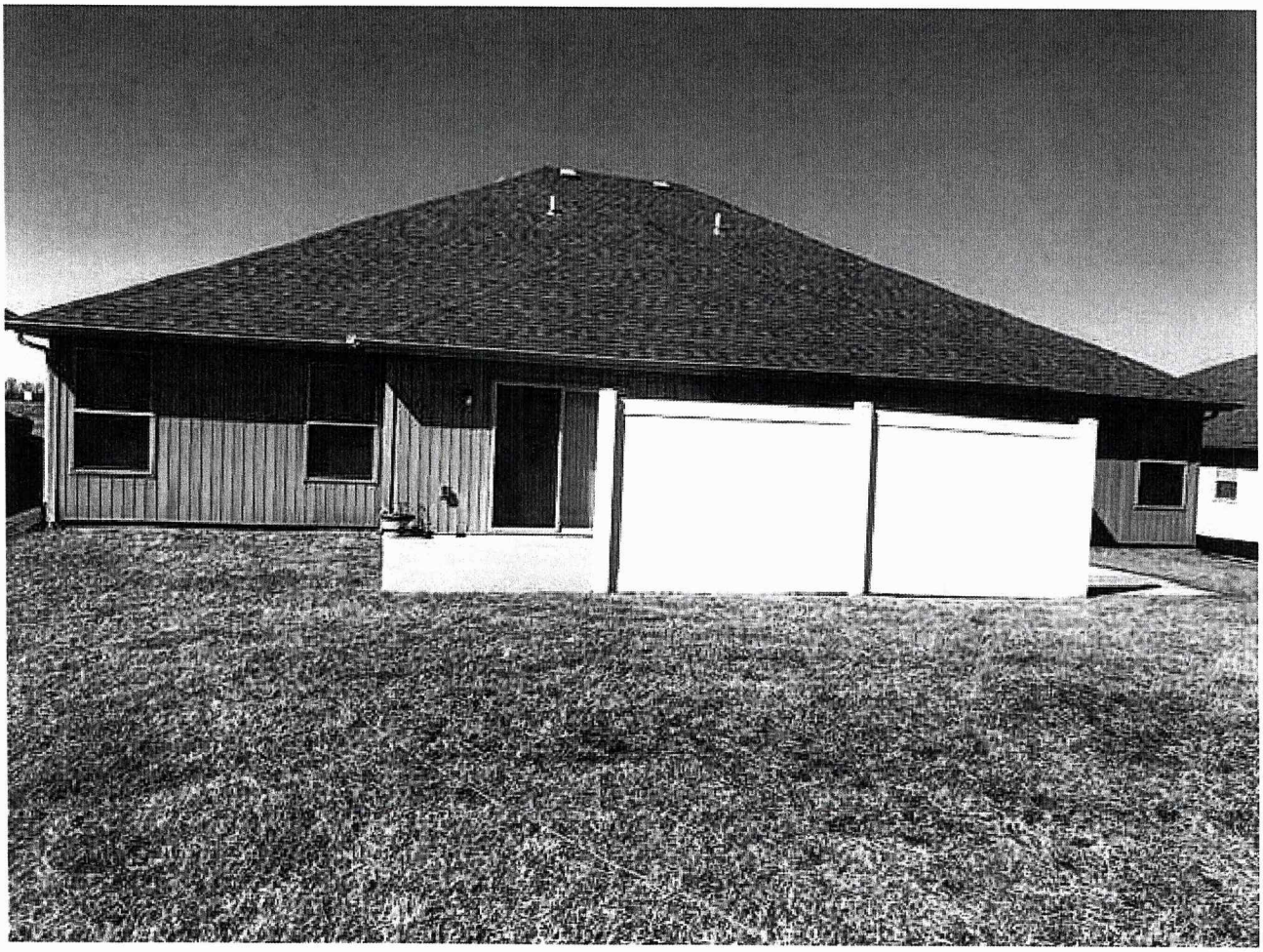
BUILDER&CONTRACTOR IS RESPONSIBLE TO CHECK ALL DIMENSIONS FOR ACCURACY BETWEEN FLOORS, FOUNDATION, AND ELEVATIONS. ALSO VERIFY ALL BEAM, HEADERS, PAD LOCATIONS, AND COLUMN SIZES. BUILDER&CONTRACTOR TO CHECK FOR COMPLIANCE WITH CONTRACTS, CITY, AND NATIONAL CODES. BUILDER&CONTRACTOR ACCEPTS ALL RESPONSIBILITY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

| | | | |
|---|---|---|---|
| SHEET NO. 4 | | | APPROX. SQ.FT. |
| PLAN NO. DUP-5022 | | FILE NAME: 5022 SEC1 | |
| PHONE: | DATE DRAWN: | DATE REVISED: | DESIGNER: |
| PHONE: | | | 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**

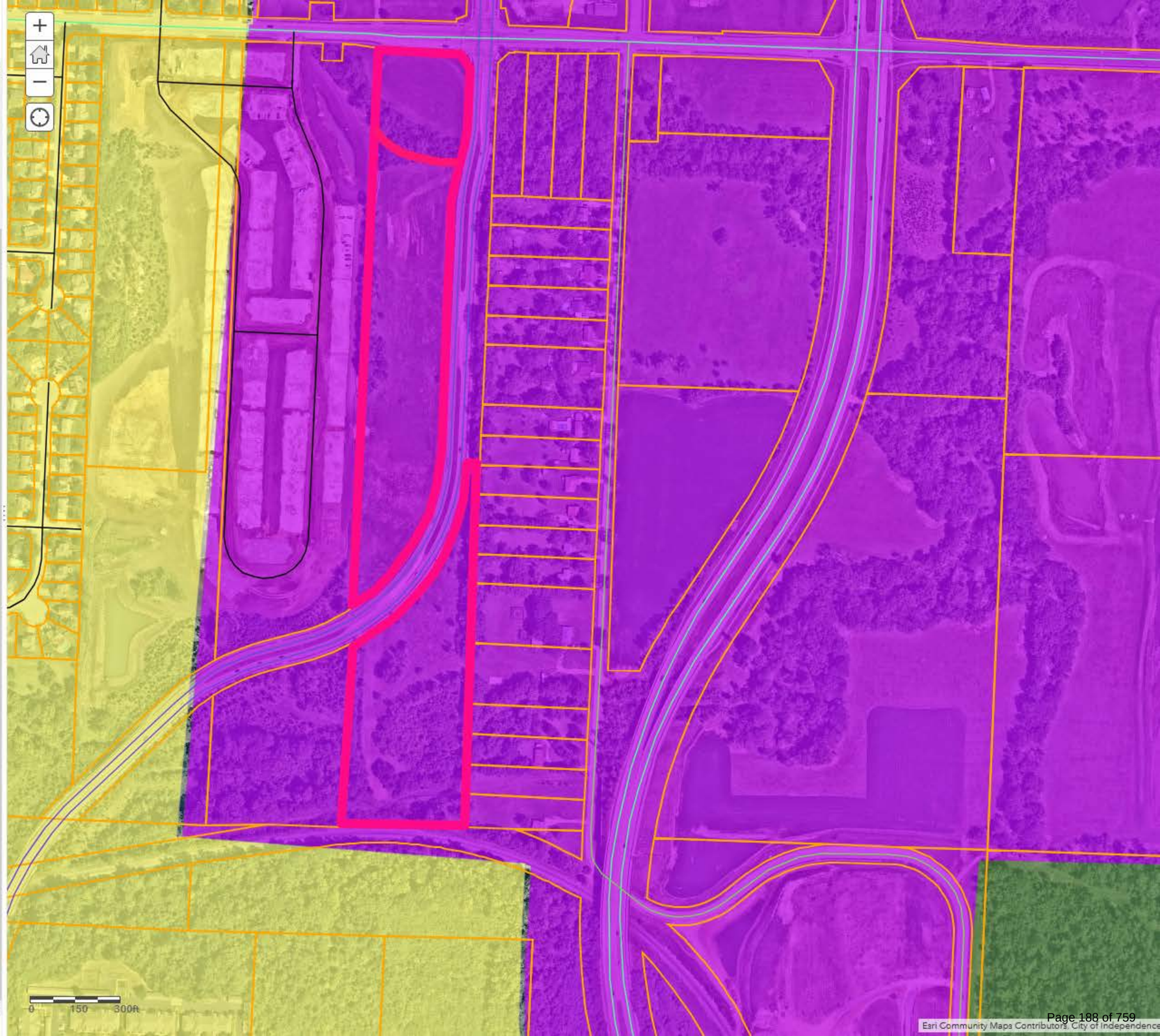
**Proposed Land Use (Comp Plan)**

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





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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:**

A public hearing for the application to rezone the property at 9300 E. 9th Street from R-30/PUD, High Density Residential/Planned Unit Development, to R-6, Single Family Residential. ***New Information Only.***

**Recommendations:**

**Background:**

**Emergency Justification:**

**Fiscal Impact:**

**Council Action:**

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**Department / Contact** Community Development /

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**REVIEWERS**

Tom Scannell
Jeremy Cover
Zachary Walker
Susanne Holland

**ATTACHMENTS:**

1. 09-10-24 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**.

Notice ID: fPxGv5m3q408mi3g4Apu | **Proof Updated: Aug. 20, 2024 at 10:38am CDT**
Notice Name: PC 09/10/2024

See Proof on Next Page

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

| FILER | FILING FOR |
|---|---|
| Jodi Baker | Examiner |
| jbaker@indepmo.org | |
| (816) 325-7109 | |

| | | | |
|---|---|---|---|
| **Columns Wide:** | 1 | **Ad Class:** | Legals |
| **Total Column Inches:** | 13.51 | | |
| **Number of Lines:** | 108 | | |

| | |
|---|---|
| 08/24/2024: Other | 174.64 |

| | |
|---|---|
| Subtotal | $174.64 |
| Tax | $0.00 |
| Processing Fee | $0.00 |
| **Total** | **$174.64** |

Notice of Public Hearing

Notice is hereby given that a public hearing will be held by the Independence City **Planning Commission** at 6 p.m., Tuesday, September 10, 2024, and by the Independence **City Council** at 6 p.m., Monday, October 21, 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 24-150-01 – Comprehensive Plan Amendment – 21101 E. M-78 Highway** – A request by Carajoto, LLC amend the Future Land Use Plan map for 21101 E. 78 Hwy.

**Case 24-100-12 – Rezoning – 21101 E. M-78 Highway** – A request by Carajoto, LLC to rezone the property from R-6 (Single Family Residential) to I-1 (Industrial).

**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).

**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).

**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).

**Case 24-100-22 – Rezoning – 1235 & 1239 W. South Street** – A request by Brandon Fryer to rezone the properties from I-1 (Industrial) to R-6 (Single Family Residential).

**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).

**Case 24-125-05 – Rezoning/ PUD – 19300 E. 37th Terrace S.** – 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.

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 20th day of August, 2024.

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

Published in the Examiner, Aug 24, 2024

######

# City of Independence

AGENDA ITEM COVER SHEET

**Agenda Title:**

24-101 **2R** 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.

**2R Passed 7-0 Ord. No. 19614**

**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:**

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**Department / Contact** Community Development /

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**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<br>☐ PUD Rezoning | ☐ Preliminary Plat<br>☐ Final Plat<br>☐ Minor Subdivision | ☐ Final Site Plan<br>☐ Preliminary Dev Plan<br>☐ Final Dev Plan (PUD) | ☐ Special Use<br>☐ Homebased Business<br>☐ Short-Term Rental | ☐ Admin. Adjustment<br>☐ Variance<br>☐ Street Name Change<br>☐ 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 — JANET@THRASHERTERMITE.COM
Phone — Email

***Owner***

JANET THRASHER
Name — Company

108 CRAIG WAY, LOS GATOS, CA 95032
Address

408-309-5291 — JANET@THRASHERTERMITE.COM
Phone — 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

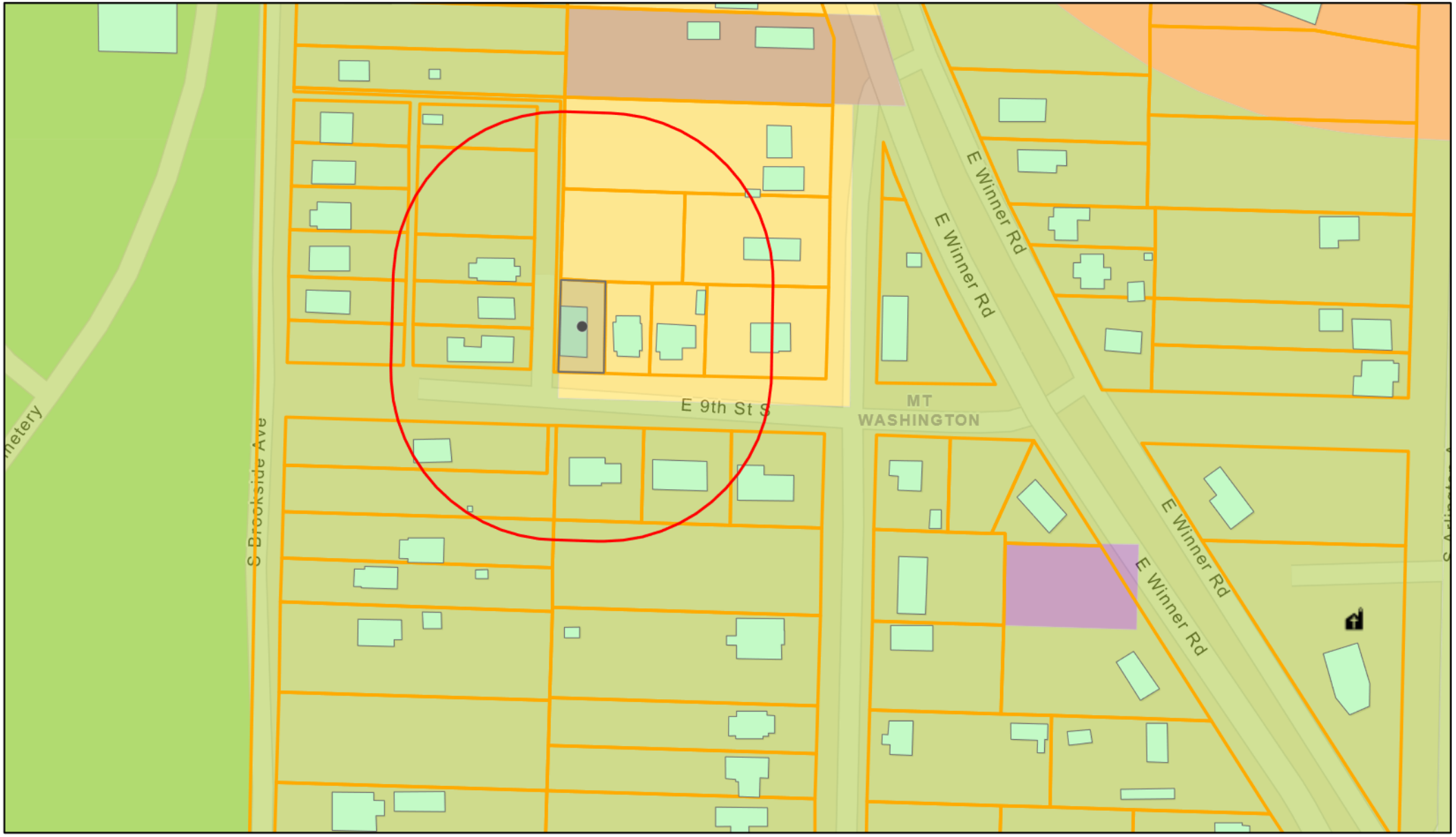
Subscribed and sworn to (or affirmed) before me on this 22 day of August, 2024, by Janet Thrasher,
proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

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

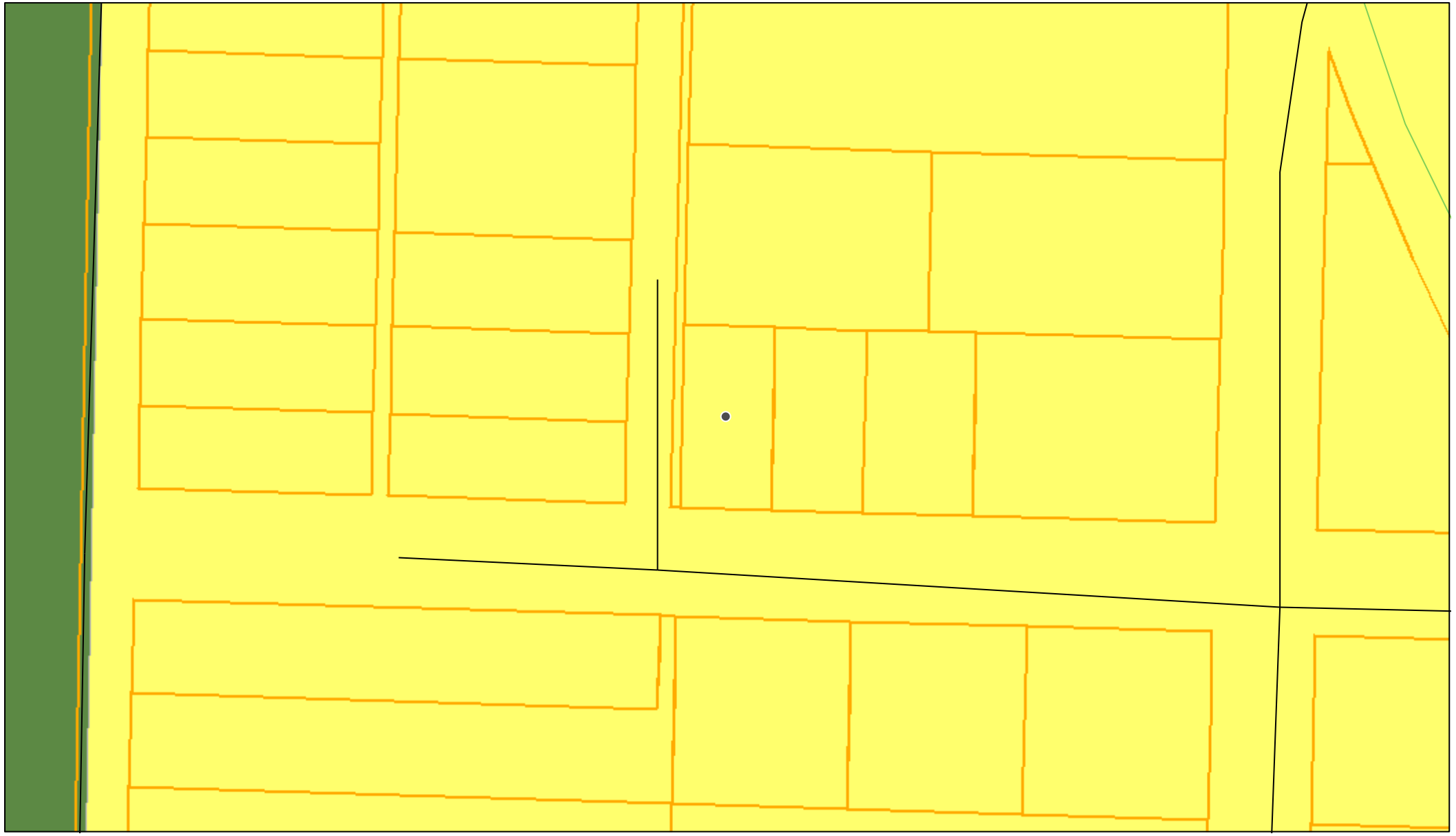
Churches
Building Footprints
Parcels
Zoning
Residential, Two-Family
Residential, Moderate Density/Planned Unit Development
Neighborhood/Light Commercial
Residential, High Density/Planned Unit Development
Office
City Limits

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

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,

# 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

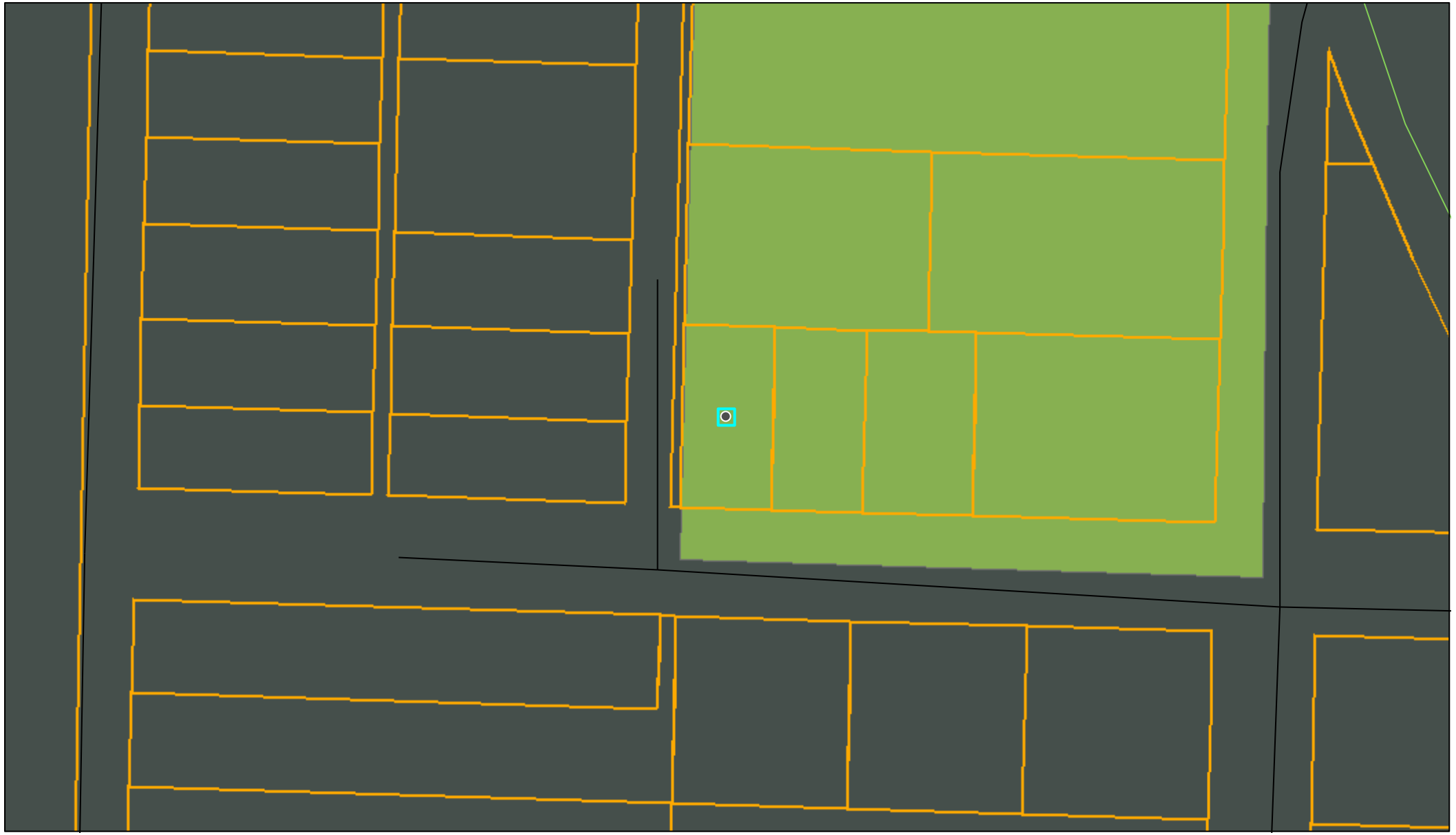
icrosoft, Esri, TomTom, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, EPA, NPS, US Census Bureau, USDA, USFWS | Nearmap | Comm Dev | FEMA | City of Independence Water Pollution Control in conjunction with the Technology Services GIS Department | Bill Reynolds | Bill Reynolds



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
Mike Winkler
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:**
A public hearing for the application to rezone the properties at 1235 & 1239 W. South Avenue from I-1, Industrial, to R-6, Single Family Residential. ***New Information Only.***

**Recommendations:**

**Background:**

**Emergency Justification:**

**Fiscal Impact:**

**Council Action:**

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**Department / Contact** Community Development /

---

**REVIEWERS**
Tom Scannell
Jeremy Cover
Zachary Walker
Susanne Holland

**ATTACHMENTS:**
1. 09-10-24 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**.

Notice ID: fPxGv5m3q408mi3g4Apu | **Proof Updated: Aug. 20, 2024 at 10:38am CDT**
Notice Name: PC 09/10/2024

See Proof on Next Page

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

| FILER | FILING FOR |
|---|---|
| Jodi Baker | Examiner |
| jbaker@indepmo.org | |
| (816) 325-7109 | |

| | | | |
|---|---|---|---|
| **Columns Wide:** | 1 | **Ad Class:** | Legals |
| **Total Column Inches:** | 13.51 | | |
| **Number of Lines:** | 108 | | |

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| 08/24/2024: Other | 174.64 |

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|---|---|
| Subtotal | $174.64 |
| Tax | $0.00 |
| Processing Fee | $0.00 |
| **Total** | **$174.64** |

Notice of Public Hearing

Notice is hereby given that a public hearing will be held by the Independence City **Planning Commission** at 6 p.m., Tuesday, September 10, 2024, and by the Independence **City Council** at 6 p.m., Monday, October 21, 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 24-150-01 – Comprehensive Plan Amendment – 21101 E. M-78 Highway** – A request by Carajoto, LLC amend the Future Land Use Plan map for 21101 E. 78 Hwy.

**Case 24-100-12 – Rezoning – 21101 E. M-78 Highway** – A request by Carajoto, LLC to rezone the property from R-6 (Single Family Residential) to I-1 (Industrial).

**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).

**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).

**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).

**Case 24-100-22 – Rezoning – 1235 & 1239 W. South Street** – A request by Brandon Fryer to rezone the properties from I-1 (Industrial) to R-6 (Single Family Residential).

**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).

**Case 24-125-05 – Rezoning/ PUD – 19300 E. 37th Terrace S.** – 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.

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 20th day of August, 2024.

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

Published in the Examiner, Aug 24, 2024

######

# City of Independence

AGENDA ITEM COVER SHEET

**Agenda Title:**

24-102 **2R** 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. **2R** **Passed 7-0 Ord. No. 19615**

**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<br>☐ PUD Rezoning | ☐ Preliminary Plat<br>☐ Final Plat<br>☐ Minor Subdivision | ☐ Final Site Plan<br>☐ Preliminary Dev Plan<br>☐ Final Dev Plan (PUD) | ☐ Special Use<br>☐ Homebased Business<br>☐ Short-Term Rental | ☐ Admin. Adjustment<br>☐ Variance<br>☐ Street Name Change<br>☐ 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).

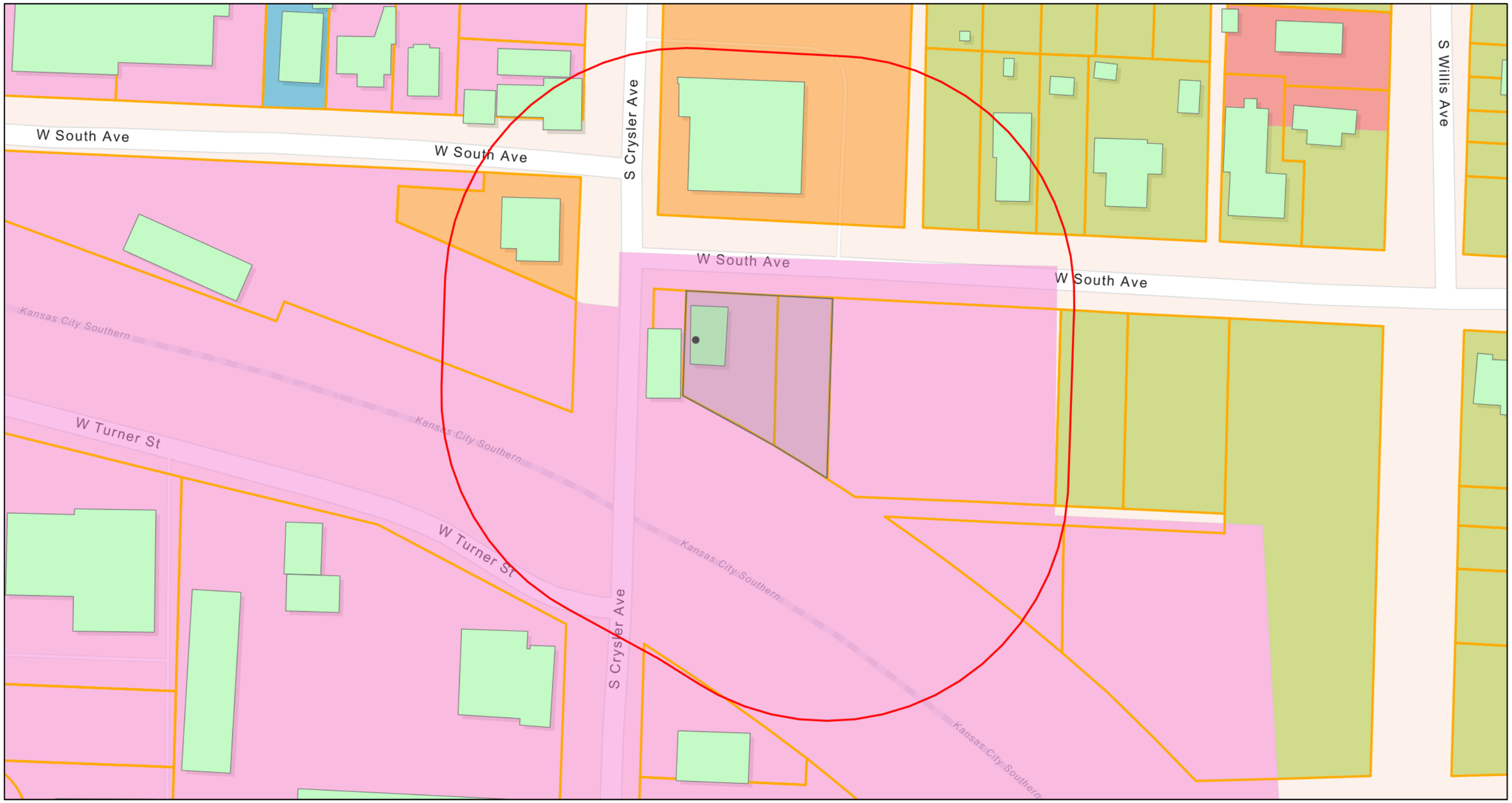
REZONINGS ONLY: You may file a protest petition with the Community Development Department. For more information or to get copies of a petition, please contact Planning staff at 816-325-7421.

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

Building Footprints

Parcels

Zoning

General Commercial

Residential, Single Family

Residential, Two-Family

Neighborhood/Light Commercial

Industrial

City Limits

1:1,128

0 0.01 0.02 0.04 mi

0 0.01 0.03 0.06 km

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ArcGIS Web AppBuilder

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# Appendix C - Property Owner Notification Affidavit

STATE OF MISSOURI

COUNTY OF JACKSON

Case No. 24-100-22

I, Brandon Fryar, 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

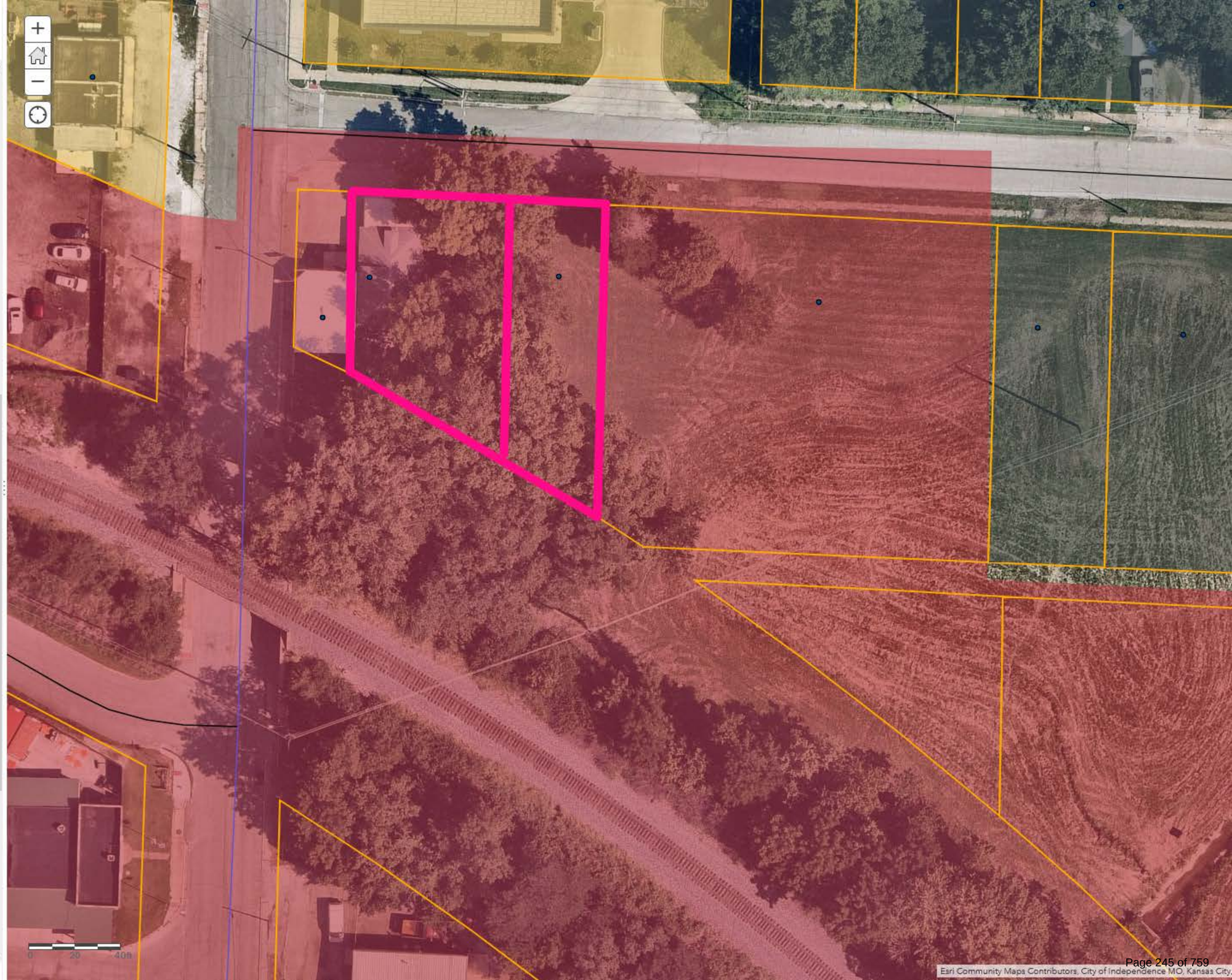
Esri Community Maps Contributors, City of Independence MO, Kansas City,

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:**

A public hearing for the application to rezone the properties at 11300 E. Aaron Lane, 11301 & 11303 E. Truman Road from I-1, Industrial, to C-2, General Commercial. ***New Information Only.***

**Recommendations:**

**Background:**

**Emergency Justification:**

**Fiscal Impact:**

**Council Action:**

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**Department / Contact** Community Development /

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**REVIEWERS**

Tom Scannell
Jeremy Cover
Zachary Walker
Susanne Holland

**ATTACHMENTS:**

1. 09-10-24 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**.

Notice ID: fPxGv5m3q408mi3g4Apu | **Proof Updated: Aug. 20, 2024 at 10:38am CDT**
Notice Name: PC 09/10/2024

See Proof on Next Page

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

| FILER | FILING FOR |
|---|---|
| Jodi Baker | Examiner |
| jbaker@indepmo.org | |
| (816) 325-7109 | |

| | | | |
|---|---|---|---|
| **Columns Wide:** | 1 | **Ad Class:** | Legals |
| **Total Column Inches:** | 13.51 | | |
| **Number of Lines:** | 108 | | |

| | |
|---|---|
| 08/24/2024: Other | 174.64 |

| | |
|---|---|
| Subtotal | $174.64 |
| Tax | $0.00 |
| Processing Fee | $0.00 |
| **Total** | **$174.64** |

Notice of Public Hearing

Notice is hereby given that a public hearing will be held by the Independence City **Planning Commission** at 6 p.m., Tuesday, September 10, 2024, and by the Independence **City Council** at 6 p.m., Monday, October 21, 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 24-150-01 – Comprehensive Plan Amendment – 21101 E. M-78 Highway** – A request by Carajoto, LLC amend the Future Land Use Plan map for 21101 E. 78 Hwy.

**Case 24-100-12 – Rezoning – 21101 E. M-78 Highway** – A request by Carajoto, LLC to rezone the property from R-6 (Single Family Residential) to I-1 (Industrial).

**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).

**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).

**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).

**Case 24-100-22 – Rezoning – 1235 & 1239 W. South Street** – A request by Brandon Fryer to rezone the properties from I-1 (Industrial) to R-6 (Single Family Residential).

**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).

**Case 24-125-05 – Rezoning/ PUD – 19300 E. 37th Terrace S.** – 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.

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 20th day of August, 2024.

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

Published in the Examiner, Aug 24, 2024

######

# City of Independence

AGENDA ITEM COVER SHEET

**Agenda Title:**

24-103 **2R** 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. **2R Passed 7-0 Ord. No. 19616**

**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:**

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**Department / Contact** Community Development /

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**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<br>☐ PUD Rezoning | ☐ Preliminary Plat<br>☐ Final Plat<br>☐ Minor Subdivision | ☐ Final Site Plan<br>☐ Preliminary Dev Plan<br>☐ Final Dev Plan (PUD) | ☐ Special Use<br>☐ Homebased Business<br>☐ Short-Term Rental | ☐ Admin. Adjustment<br>☐ Variance<br>☐ Street Name Change<br>☐ 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).

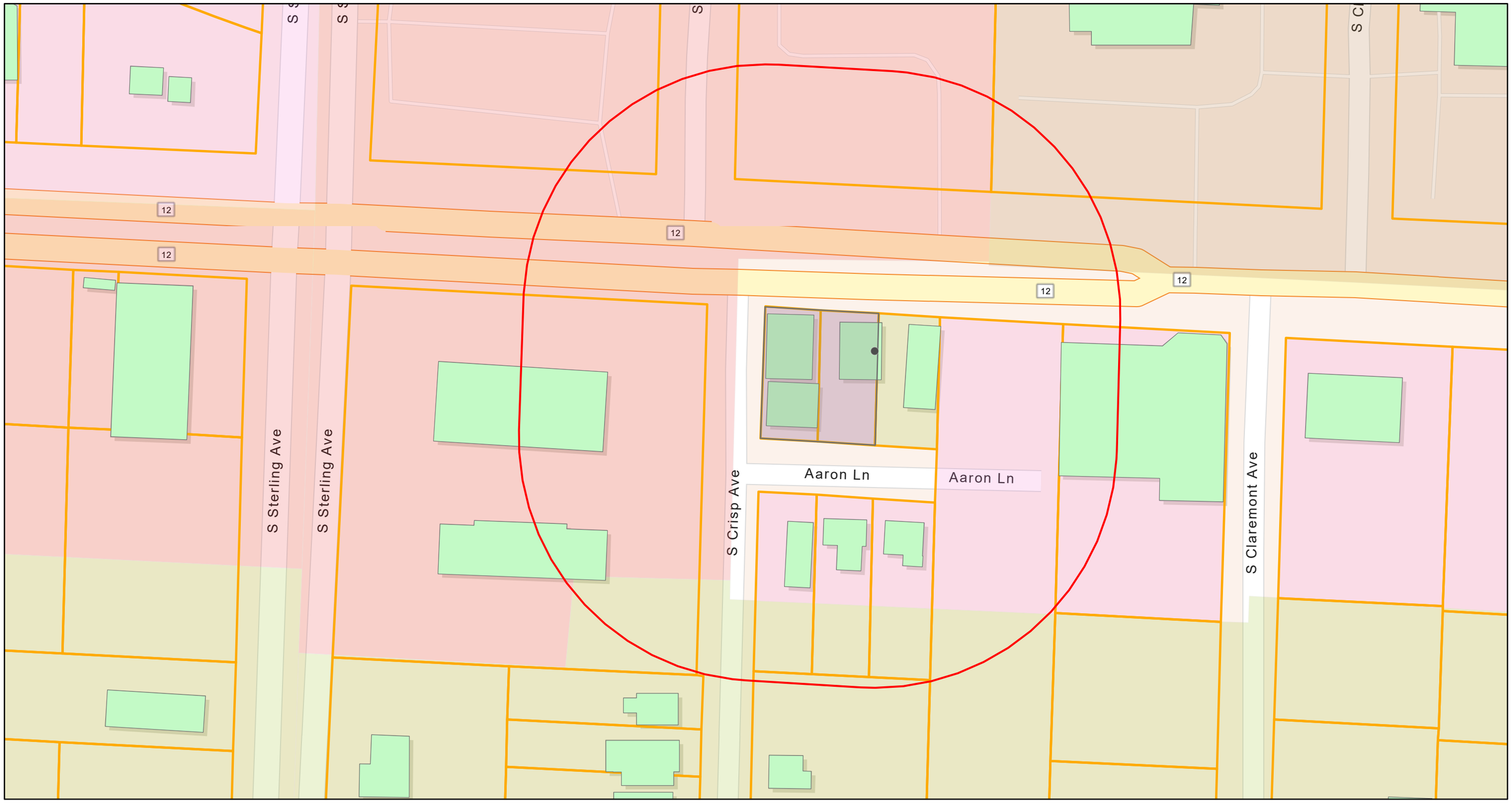
REZONINGS ONLY: You may file a protest petition with the Community Development Department. For more information or to get copies of a petition, please contact Planning staff at 816-325-7421.

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

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

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 | See

# 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

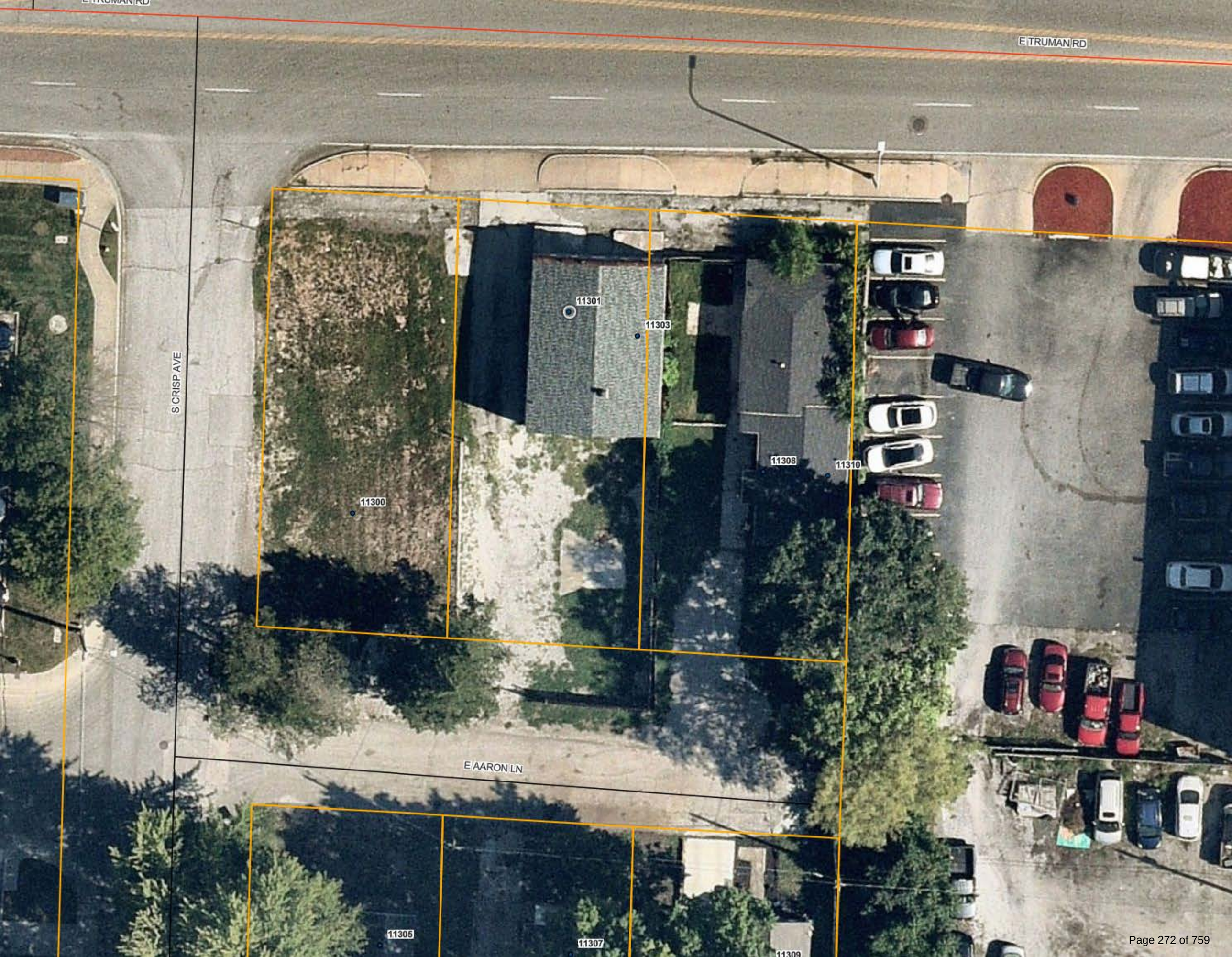
Subscribed and sworn to before me this 23 day of August, 2024.

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**

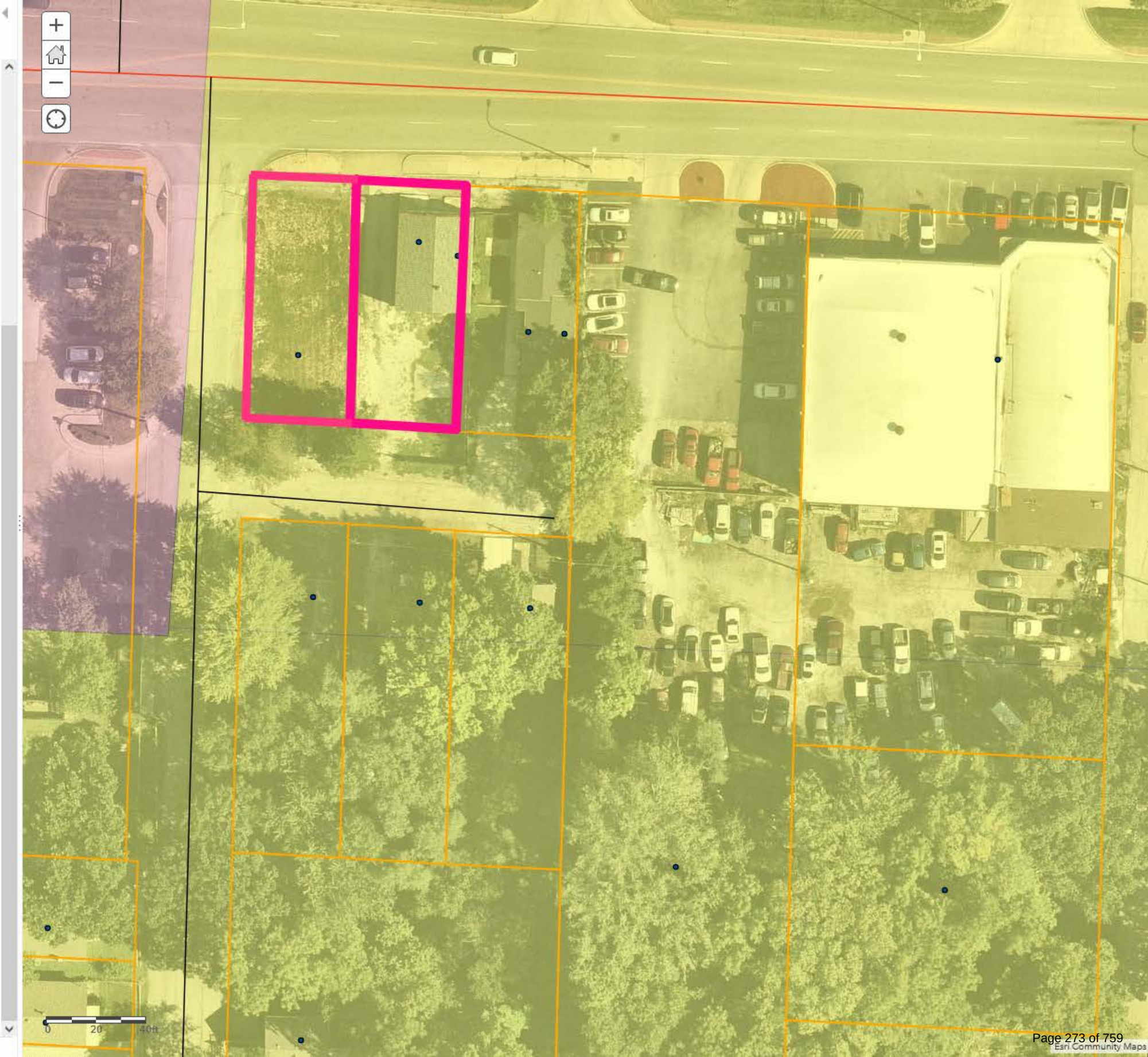
**Parcels**

**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**




Trust Center Contact Esri Report Abuse



Esri Community Maps

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

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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.*

# 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**.

Notice ID: y3rMCi8Ykw1GqCPRGkmT | **Proof Updated: Jul. 01, 2024 at 02:26pm CDT**
Notice Name: PC 07/23/2024

See Proof on Next Page

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

**FILER**

Jodi Baker
jbaker@indepmo.org
(816) 325-7109

**FILING FOR**

Examiner

**Columns Wide:** 1
**Total Column Inches:** 9.38
**Number of Lines:** 75

**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 Passed 7-0 Ord. No. 19617**

**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:**

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**Department / Contact** Community Development /

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**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<br>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<br>☑ PUD Rezoning | ☐ Preliminary Plat<br>☐ Final Plat<br>☐ Minor Subdivision | ☐ Final Site Plan<br>☐ Preliminary Dev Plan<br>☐ Final Dev Plan (PUD) | ☐ Special Use<br>☐ Homebased Business<br>☐ Short-Term Rental | ☐ Admin. Adjustment<br>☐ Variance<br>☐ Street Name Change<br>☐ 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

Owner's Signature — 5-29-24
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

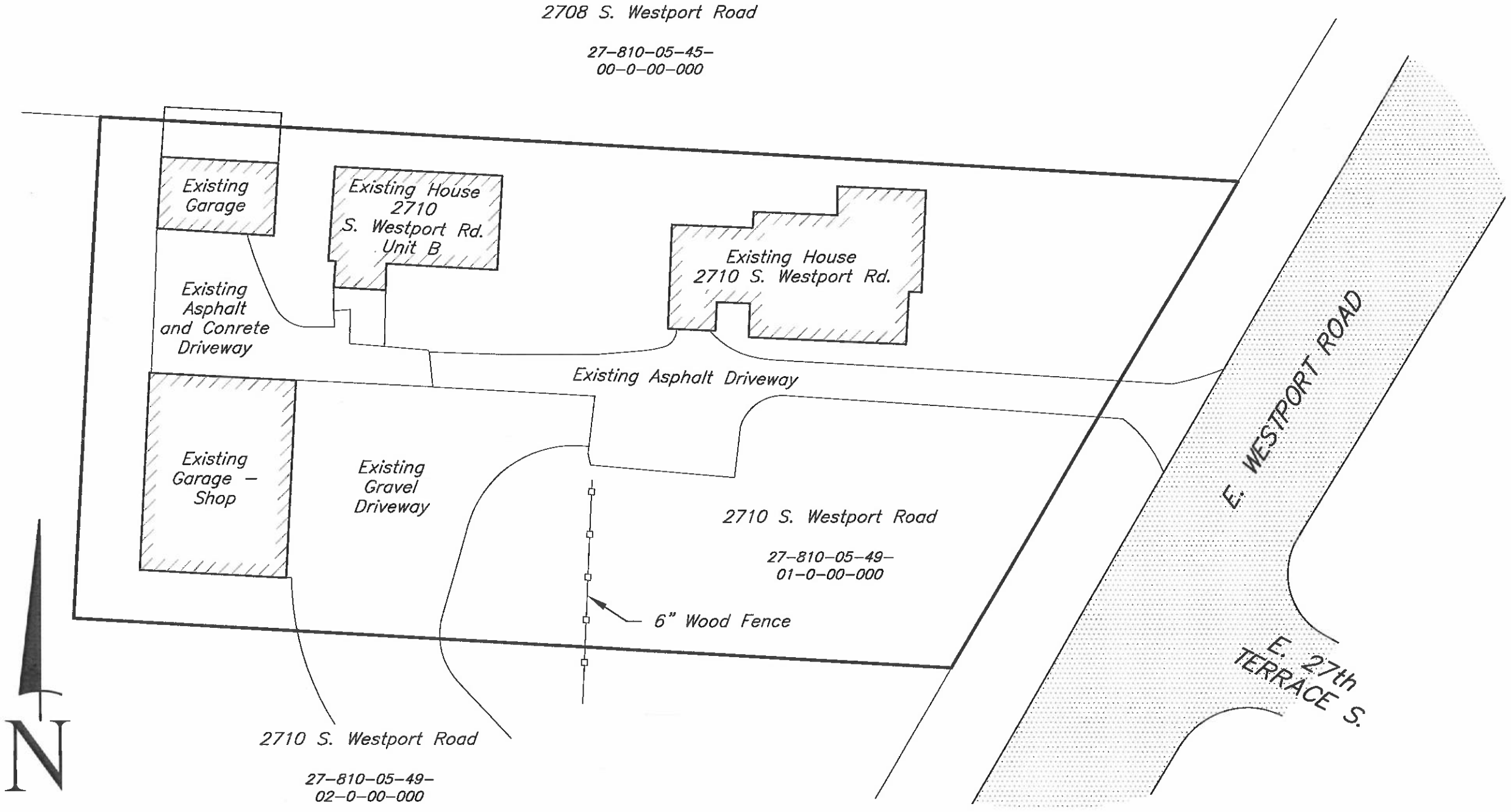
Subscribed and sworn to before me this 19th day of July, 2024.

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

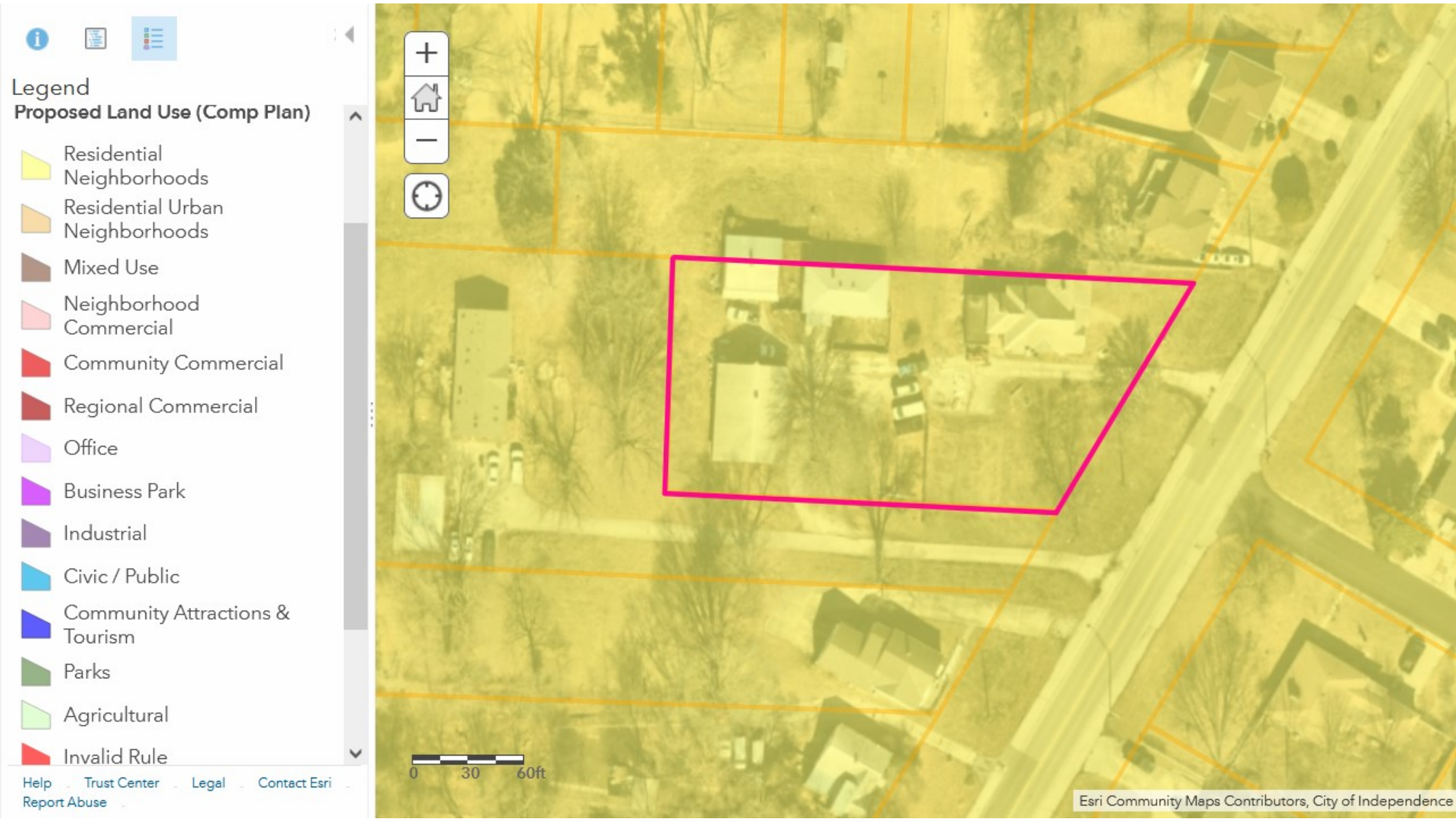


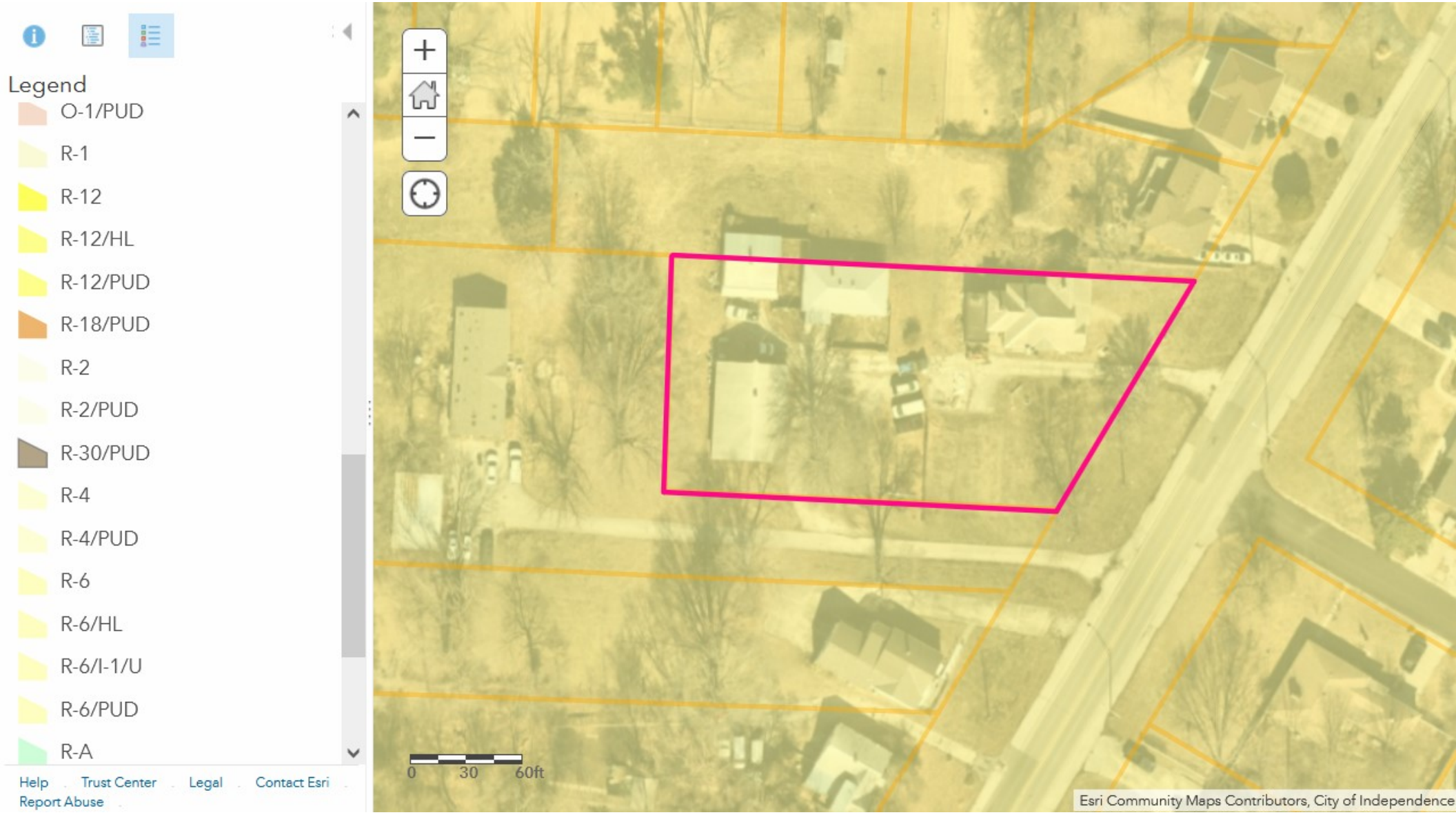

SCALE: 1"=30'

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

\\Wpe_srv\Drafting\4443 - Hoover\PUD.dwg, 2/3/2023 1:31:47 PM, T.K.O.


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
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
Help
Trust Center
Legal
Contact Esri
Report Abuse
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30
60ft
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:**

A public hearing for the amendment to the Unified Development Ordinance, Chapter 14, of the Independence City Code relating to the creation of the Englewood Arts Overlay District. ***Full Public Hearing.***

**Recommendations:**

**Background:**

**Emergency Justification:**

**Fiscal Impact:**

**Council Action:**

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**Department / Contact** Community Development /

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**REVIEWERS**

Tom Scannell
Jeremy Cover
Zachary Walker
Susanne Holland

**ATTACHMENTS:**

1. 08-27-24 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**.

Notice ID: 0ekefg4bRWkIZNhNXGu2 | **Proof Updated: Aug. 06, 2024 at 09:25am CDT**
Notice Name: PC 08/27/2024

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Notice of Public Hearing

Notice is hereby given that a public hearing will be held by the Independence City **Planning Commission** at 6 p.m., Tuesday, August 27, 2024, and by the Independence **City Council** at 6 p.m., Monday, October 21, 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 24-100-21 – 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.

The Planning Commission will conduct full public hearing on this application. The City Council will only hear new information that was not presented at the Planning Commission's public hearing if such facts were not reasonably available at the time of the Planning Commission hearing. Any new information proposed to be presented to the City Council must be submitted in writing to the Community Development Department and Law Department at least seven (7) days prior to the City Council meeting.

**Case 24-175-07 – 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.

The Planning Commission and City Council will conduct a full public hearing on this UDO Amendment.

Witness my hand this 6th day of August, 2024.

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

Published in the Examiner, Aug 10, 2024

######

# City of Independence

AGENDA ITEM COVER SHEET

**Agenda Title:**

24-097 **2R** An ordinance amending the Unified Development Ordinance, Chapter 14, of the City Code adding Section 14-912 Englewood Arts Overlay District. **2R** **Passed 5-2 Ord. No. 19618**

**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.

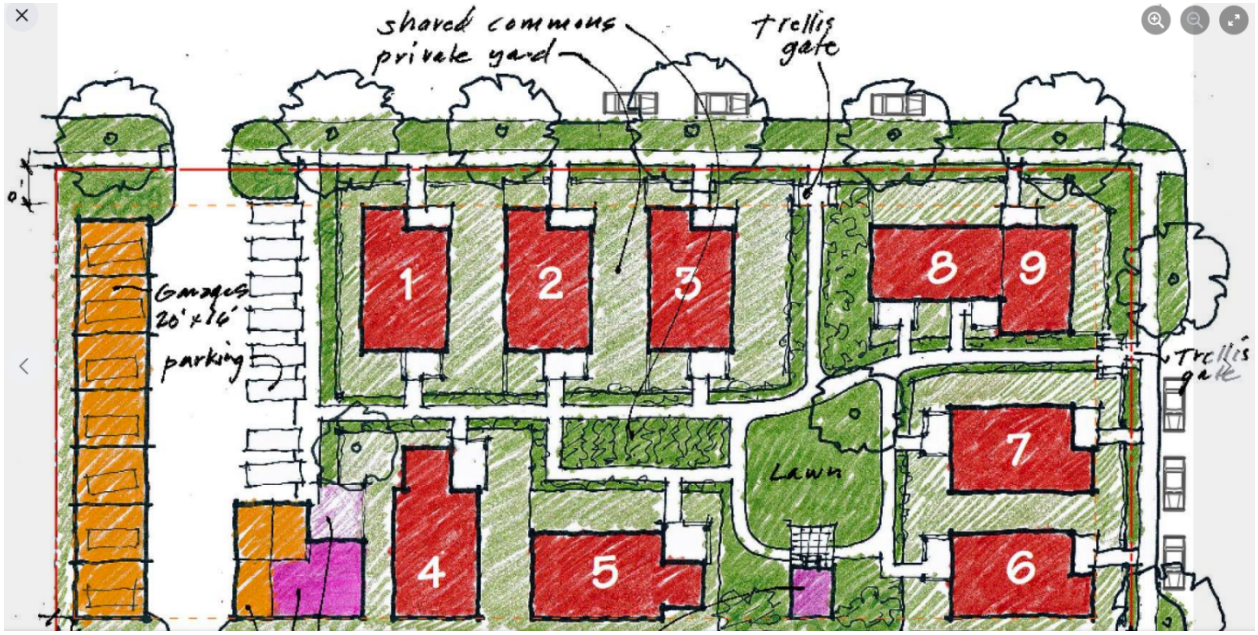
**Cottage Neighborhood Cluster**

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:**

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**Department / Contact** Community Development /

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**REVIEWERS**

Tom Scannell
Jeremy Cover
Zachary Walker
Susanne Holland

**ATTACHMENTS:**

1. Ordinance 24-175-07 EAOD Potential Council Amendment Fears
2. Ordinance 24-175-07 EAOD Potential Council Amendment
3. Staff Report UDO Amendment #70 EAOD
4. 14-912 EAOD Engelwood Arts Overlay District
5. AARP Letter of Support
6. 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 WEST CENTRAL INDEPENDENCE 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 WCIOD, WEST CENTRAL INDEPENDENCE OVERLAY DISTRICT**

**14-912-01 Purpose**

**The West Central Independence Overlay District hereafter referred to as "WCIOD", is an overlay district that is intended to promote robust and sustainable mixed-income neighborhoods within the West Central Independence 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 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 WCIOD district. The WCIOD 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 WCIOD, the WCIOD takes precedence with the exception of the ARTS District zoning of Section 14-910. The ARTS District zoning of Section 14-910 supersedes the WCIOD zoning policy.**

**14-912-02-A. Use Table. Uses are allowed in the WCIOD 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 West Central Independence 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<br>UDO 14-300-01-A | Office and Commercial<br>UDO 14-301-01-A | Industrial<br>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 | S | - | 14-912-04 |
| Attached Accessory Dwelling Unit (ADU) | C/S | - | - | 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

**WCIOD 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 WCIOD 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 | |
|---|---|
| | WCIOD |
| 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 WCIOD 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."**

**14-912-04-O Notice to Neighboring Property Owners**
**All contiguous property owners shall receive 15 days notice of the plan to build an ADU. If more than 50% of contiguous property owners file a letter of protest with the City during the 15 day timeframe, the proposed ADU shall be treated under Section 14-912-02-D Special Uses.**

**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 WCIOD and Section 14-703, the WCIOD 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.**

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<br>UDO 14-300-01-A | Office and Commercial<br>UDO 14-301-01-A | Industrial<br>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.**

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**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."**

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**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.

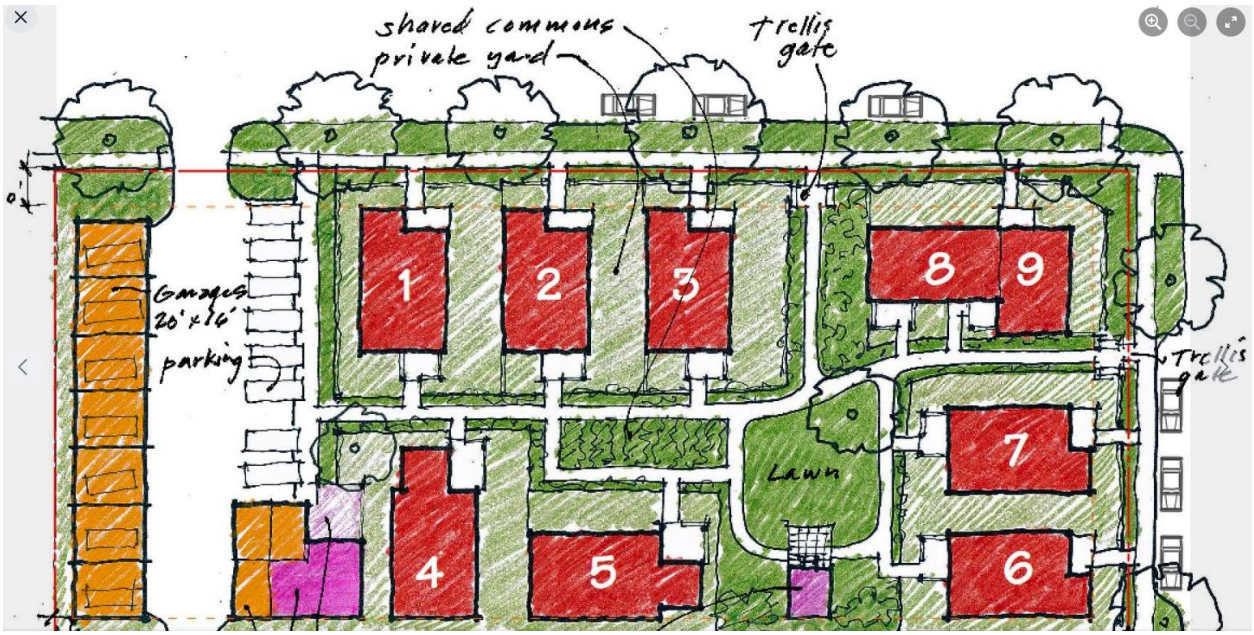
**Cottage Neighborhood Cluster**

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:**

A public hearing on the application to create the 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. ***New Information Only.***

**Recommendations:**

**Background:**

**Emergency Justification:**

**Fiscal Impact:**

**Council Action:**

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**Department / Contact** Community Development /

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**REVIEWERS**

Tom Scannell
Jeremy Cover
Zachary Walker
Susanne Holland

**ATTACHMENTS:**

1. 08-27-24 Public Notice Submitted to Examiner

Column

# INTERIM AD DRAFT

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Notice of Public Hearing

Notice is hereby given that a public hearing will be held by the Independence City **Planning Commission** at 6 p.m., Tuesday, August 27, 2024, and by the Independence **City Council** at 6 p.m., Monday, October 21, 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 24-100-21 – 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.

The Planning Commission will conduct full public hearing on this application. The City Council will only hear new information that was not presented at the Planning Commission's public hearing if such facts were not reasonably available at the time of the Planning Commission hearing. Any new information proposed to be presented to the City Council must be submitted in writing to the Community Development Department and Law Department at least seven (7) days prior to the City Council meeting.

**Case 24-175-07 – 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.

The Planning Commission and City Council will conduct a full public hearing on this UDO Amendment.

Witness my hand this 6th day of August, 2024.

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

Published in the Examiner, Aug 10, 2024

######

# City of Independence

AGENDA ITEM COVER SHEET

**Agenda Title:**

24-098 **2R** 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. **2R** **Passed 5-2 Ord. No. 19619**

**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:**

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**Department / Contact** Community Development /

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**REVIEWERS**

Tom Scannell
Jeremy Cover
Zachary Walker
Susanne Holland

**ATTACHMENTS:**

1. Ordinance 24-100-21 WCIOD Rezoning
2. Ordinance 24-100-21 EAOD Rezoning
3. Staff Report 24-100-21 EAOD Rezoning
4. Cover letter - Planning Commission
5. External EAOD 185 ft buffer Notification Letter
6. External EAOD Property Owner Notification List
7. Internal EAOD Property Owner Notification Letter
8. Internal EAOD Property Owner Extract 2024
9. Notification Map
10. External EAOD Property Owner Notification Affidavit
11. Internal EAOD Property Owner Notification Affidavit
12. Proposed EAOD Rezoning Map
13. Comp Plan Map
14. Zoning Map
15. Planning Commission Meeting Minutes 8-27-24

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE APPROVING THE OVERLAY REZONING TO WCIOD (WEST CENTRAL INDEPENDENCE 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 WCIOD (West Central Independence 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 WCIOD (West Central Independence 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

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.

**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.*

**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

# 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).

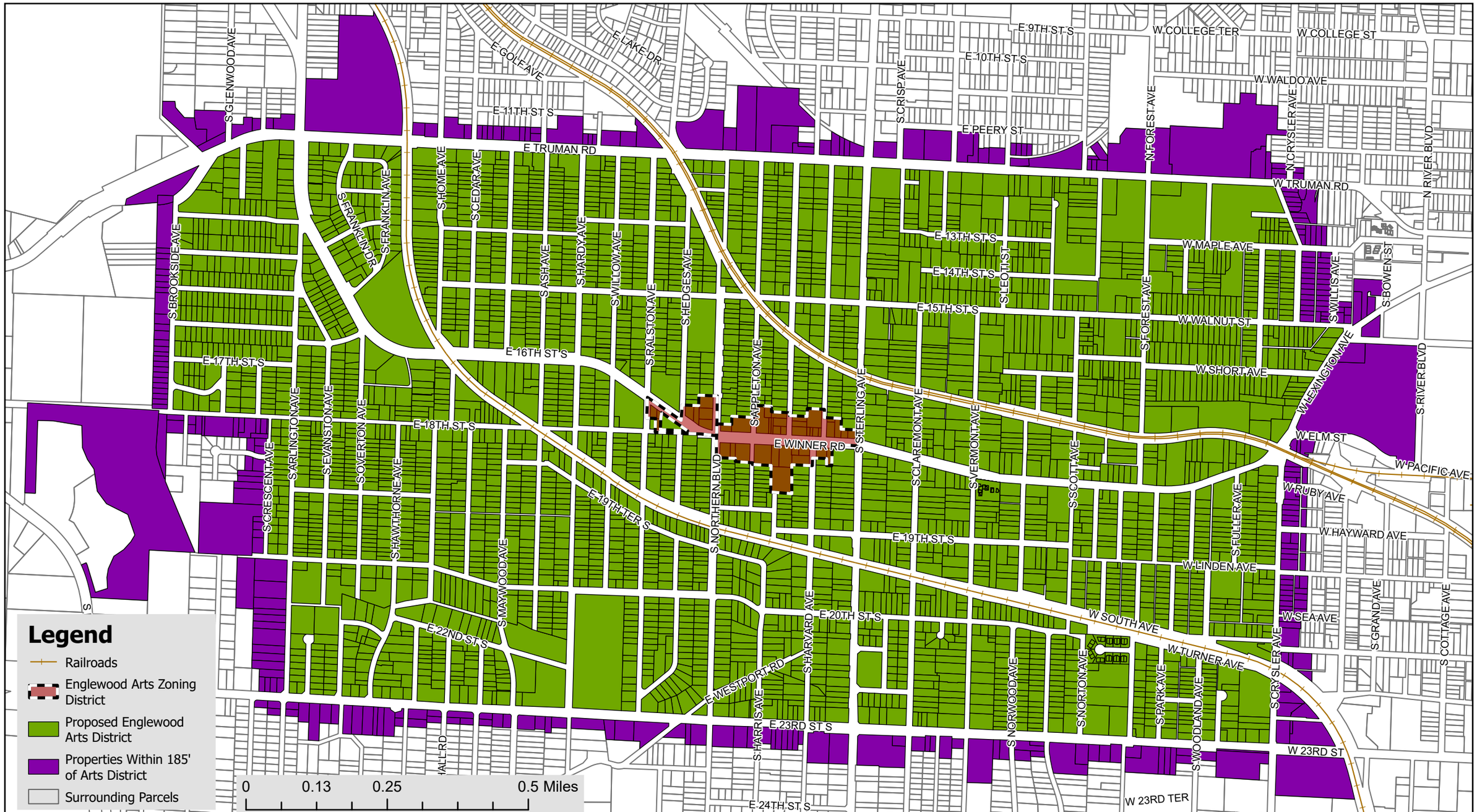
REZONINGS ONLY: You may file a protest petition with the Community Development Department. For more information or to get copies of a petition, please contact Planning staff at 816-325-7421.

Applicant (or Owner/Agent)

For more information, contact the Community Development Department at 816-325-7421.

INDEPENDENCE
MISSOURI

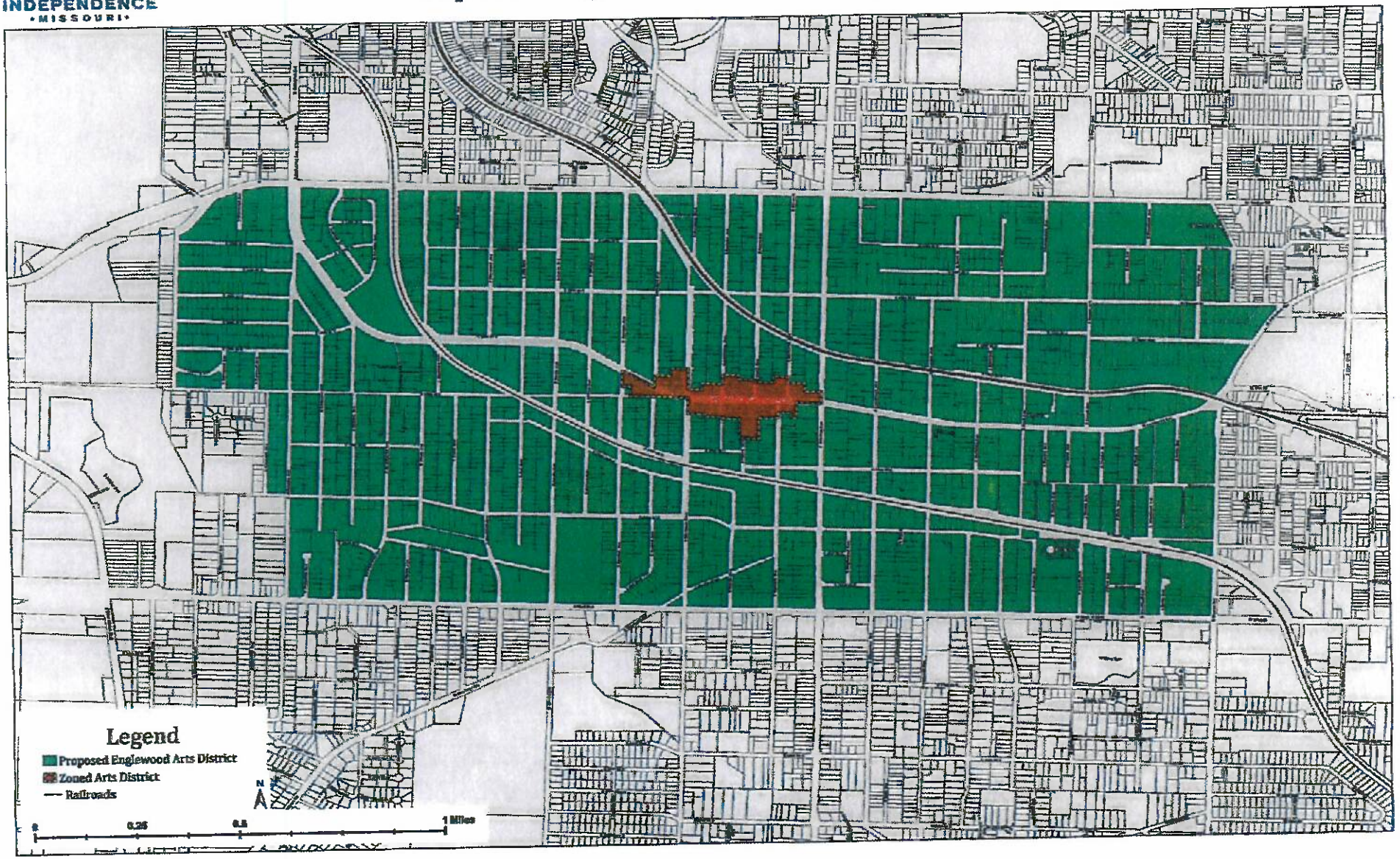
# Proposed Englewood Arts District Overlay



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 |

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| 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 |

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| 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 |

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| 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 |

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| 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 |

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| 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 |

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|---|---|---|---|---|---|---|---|---|---|
| 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 |

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| 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 |

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| 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 |

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|---|---|---|---|---|---|---|---|---|
| 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 |

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| 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 |

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| 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 |

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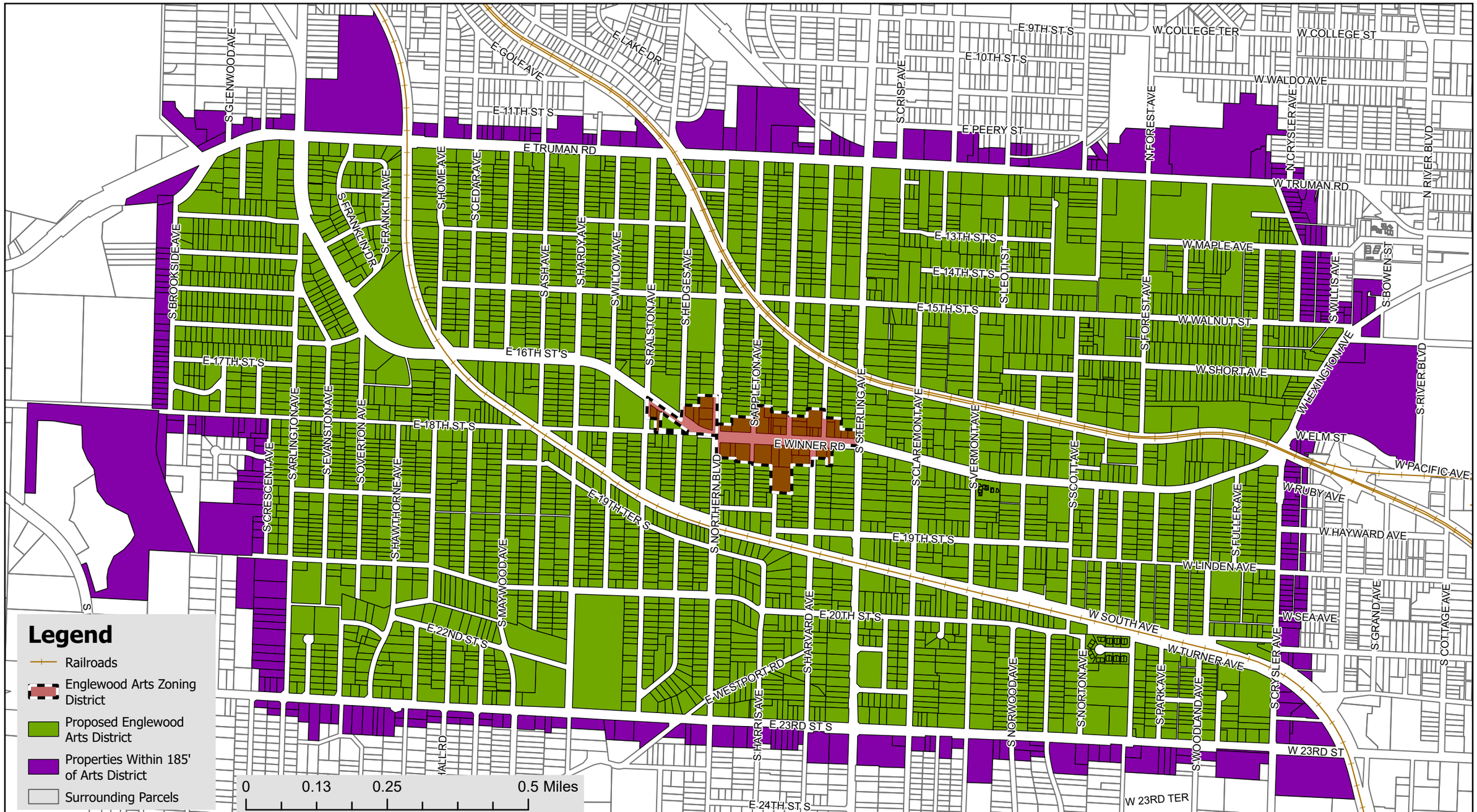
| 441 | 27-610-05-24-00-0-00-000 | FIELDS FRANCES A & JANET F | 1846 HARVARD AVE | INDEPENDENCE | MO | 64052 | 1846 S HARVARD AVE | 64052 |
| 442 | 27-610-05-25-00-0-00-000 | SHEETS RALPH P JR & SANDRA S | 1844 S HARVARD | INDEPENDENCE | MO | 64052 | 1844 S HARVARD AVE | 64052 |
| 443 | 27-610-05-26-00-0-00-000 | 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 |

# 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

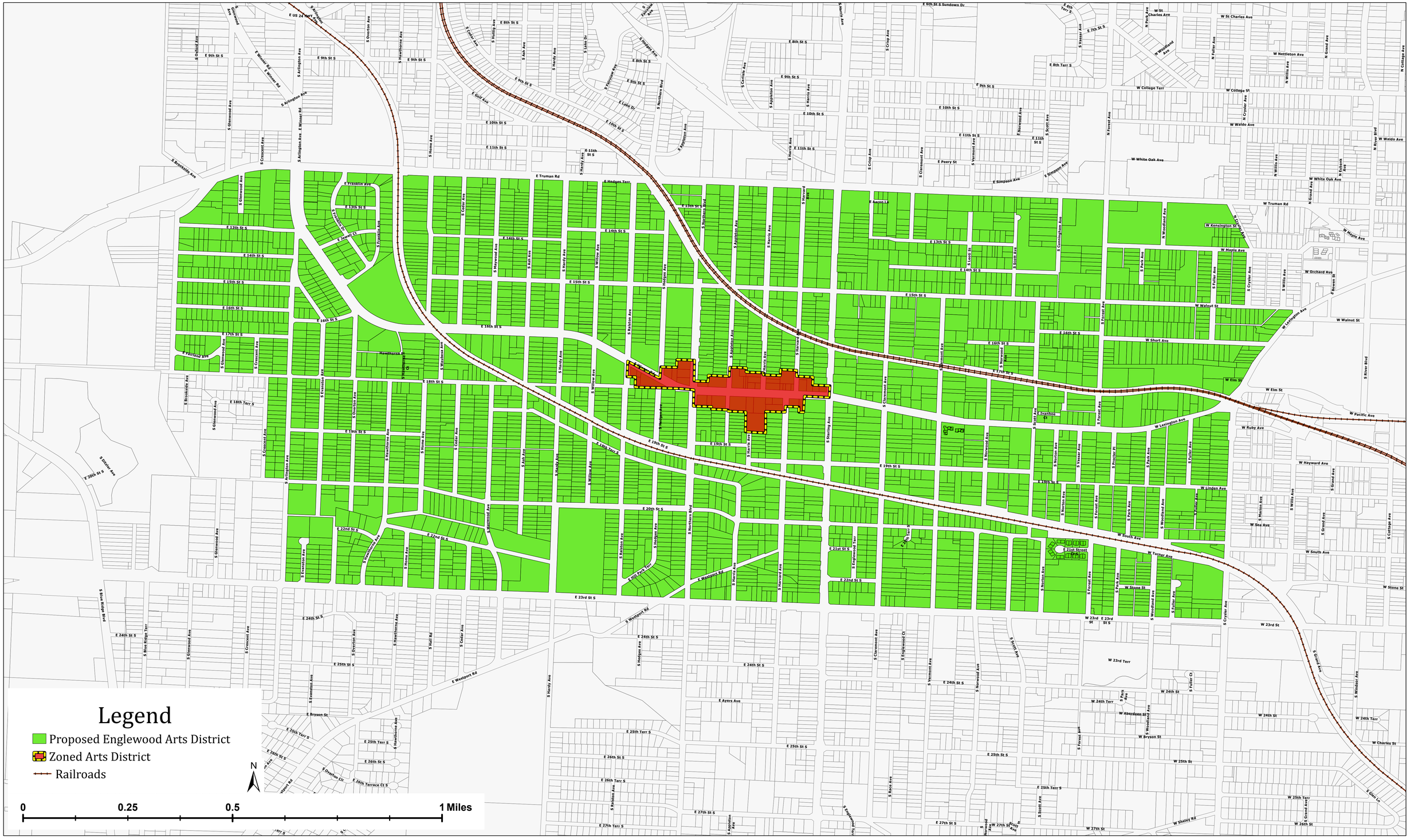
MARGUERITE KARNES
Notary Public-Notary Seal
STATE OF MISSOURI
Jackson County
My Commission Expires: 8/4/2025
Commission # 21262385

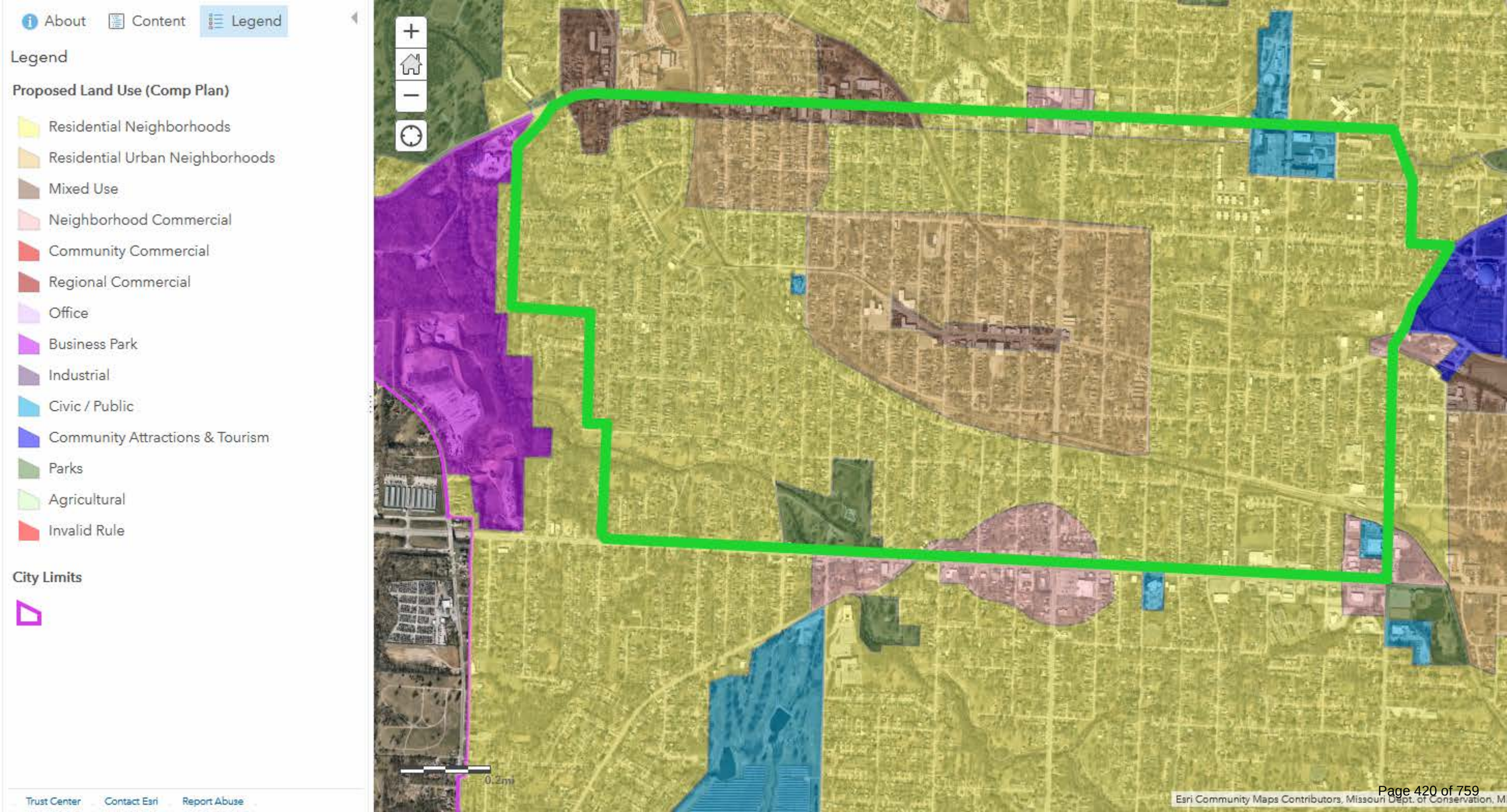
08/04/2025
Commission Expiration Date

INDEPENDENCE
MISSOURI

# Proposed Englewood Arts Overlay District

September 2023




About
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Legend
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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
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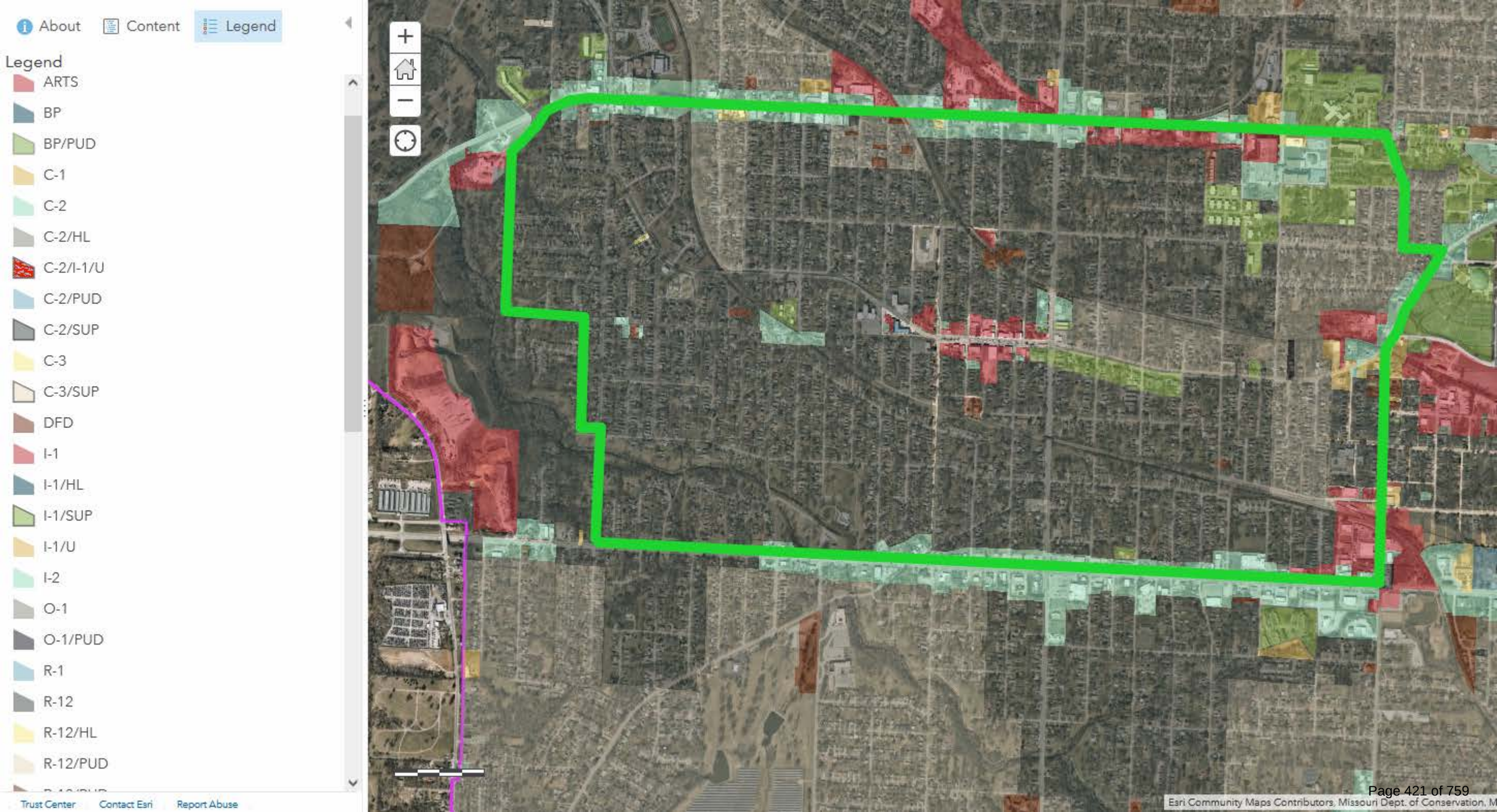
Trust Center
Contact Esri
Report Abuse
Esri Community Maps Contributors, Missouri Dept. of Conservation, M


About
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ARTS
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C-2/SUP
C-3
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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:**

24-096 **2R** An ordinance approving the Intergovernmental Cooperative Agreement between the City of Independence, Missouri and the Fairmount Community Improvement District. **2R** **Passed 7-0 Ord. No. 19620**

**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:**

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**Department / Contact** Community Development /

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**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:**

24-104 **1R** An ordinance creating Section 12.05.017 of the Independence City Code for the prohibition of trespassing on a school bus. **1R** **Read**

**Recommendations:**

Staff recommends approval

**Background:**

This ordinance will officially codify the violation of trespassing on a school bus (i.e., unlawful entry onto a school bus), which has previously been addressed utilizing other, less specific, City Code sections. This ordinance is supported by both the Independence Police Department and the Independence School District.

**Emergency Justification:**

**Fiscal Impact:**

None

**Council Action:**

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**Department / Contact** Legal /

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**REVIEWERS**

Jeremy Cover
Zachary Walker
Susanne Holland

**ATTACHMENTS:**

1. School Bus Trespass ordinance, 10-11-24

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE CREATING SECTION 12.05.017 OF THE INDEPENDENCE CITY CODE FOR THE PROHIBITION OF TRESPASSING ON A SCHOOL BUS

WHEREAS, Article 5 of Chapter 12 of the Code of the City of Independence addresses offenses against property; and,

WHEREAS, the State of Missouri sets forth conduct which constitutes the crime of trespassing on a school bus in Missouri Revised Statutes Section 569.155; and,

WHEREAS, the City of Independence desires to add 12.05.017 to the Code of the City of Independence the prohibited conduct set forth in Missouri Revised Statutes Section 569.155;

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

SECTION 1. Section 12.05.017 of the Independence City Code is hereby created to read as follows:

**SEC. 12.05.017 – Trespassing on a School Bus**

**A. Definitions. As used in this section, the following terms shall have the meaning indicated in this subsection.**

**a. "School bus" shall mean any vehicle designed to carry more than ten (10) passengers including the driver, when used to transport students to or from school or to transport students to or from any place for educational or school purposes.**

**B. Prohibited practice. A person commits the offense of trespassing on a school bus if he or she knowingly and unlawfully enters any part of or unlawfully operates any school bus.**

**C. For the purposes of this section, the terms "unlawfully enters" and "unlawfully operates" refers to any entry or operation of a school bus which is not:**

**a. Approved of and established in a school district's written policy on access to school buses; or**
**b. Authorized by specific written approval of the school board.**

**SECTION 2. That all other parts and provisions of the City Code remain in full force and effect unless previously or subsequently amended or repealed.**

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

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

ATTEST:

_____
City Clerk

APPROVED - FORM AND LEGALITY:

_____
City Counselor

REVIEWED BY:

_____
City Manager

# City of Independence

AGENDA ITEM COVER SHEET

**Agenda Title:**

24-105 **1R** An ordinance adopting amendments to the Fiscal Year 2024-2025 budget, which was approved by Ordinance No. 19561. **1R Read**

**Recommendations:**

Staff recommends approval of this item.

**Background:**

This ordinance will increase appropriations in the amount of $3,531,642 in the 2024-25 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 $3,509,142 for the funds and departments listed below:

| Department | Fund | Amount |
|---|---|---|
| City Manager | 002 | (130,000) |
| City Manager | 095 | 218,600 |
| Human Resources | 095 | 357,500 |
| Police | 002 | 11,152 |
| Parks & Recreation | 004 | 27,000 |
| Events Center | 045 | 1,620 |
| Events Center Capital Fund | 046 | 3,023,270 |

**Council Action:**

**Department / Contact** City Manager /

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**REVIEWERS**

Jeremy Cover
Meagan Borth
Zachary Walker
Susanne Holland

**ATTACHMENTS:**

1. Appropriations Ordinance Q1 FY24-25
2. Appropriations Background Q1

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE ADOPTING AMENDMENTS TO THE FISCAL YEAR 2024-2025 BUDGET, WHICH WAS APPROVED BY ORDINANCE NO. 19561.

WHEREAS, the adopted Operating and Capital budgets for the 2024-25 fiscal year were approved by the City Council by Ordinance No. 19561; 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. Decreased appropriations in the General Fund (002) in the amount of $130,000 for personnel services and increased appropriations in the Enterprise Resource Planning Fund (095) in the amount of $130,000 for personnel services from the Enterprise Resource Planning Fund Unassigned Fund Balance.

SECTION 2. Increased appropriations in the Enterprise Resource Planning Fund (095) in the amount of $88,600 for personnel services from the Enterprise Resource Planning Fund Unassigned Fund Balance.

SECTION 3. Increased appropriations in the General Fund (002) in the amount of $11,152 for police equipment from Police Forfeiture Fund revenues in the General Fund (002).

SECTION 4. Increased appropriations in the Enterprise Resource Planning Fund (095) in the amount of $357,500 for personnel software from interfund service charges.

SECTION 5. Increased appropriations in the Tourism Fund (004) in the amount of $27,000 for SantiCaliGon promotion and sponsorship from the Tourism Fund Unassigned Fund Balance.

SECTION 6. Increased revenues in the amount of $22,500 from the transfer of vehicles in the Parks Improvement Sales Tax Fund (No. 012) and increased appropriations in the amount of $22,500 for equipment and vehicles purchases in the Parks Improvement Sales Tax Fund (No. 012).

SECTION 7. Increased appropriations in the amount of $3,023,270 for transfers out for various projects from the Events Center CID Fund (No. 445) to the Events Center Capital Improvement Fund (No. 046) and increased appropriations in the amount of $1,620 for transfers out from the Events Center CID Fund (No. 445) to the Events Center Fund (No. 045) for fiber connection fees.

SECTION 8. Increased transfers in in the amount of $1,620 from the Events Center CID Fund (No. 445) to the Events Center Fund (No. 045) and increased appropriations in the amount of $1,620 for fiber connection fees in the Events Center Fund (No. 045).

SECTION 9. Increased transfers in in the amount of $3,023,270 from the Events Center CID Fund (No. 445) to the Events Center Capital Improvement Fund (No. 046) and increased appropriations in the amount of $3,023,270 for various capital projects in the Events Center Capital Improvement Fund (No. 046).

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 2024-25**

**Section 1:**

**Fund:** Various

**Department:** City Manager

**Source:** Fund Balance

**Description:** Decreased expenditures in the General Fund in the total amount of $130,000 for personnel expenses.
0024022-5100
0024022-5110
0024022-5111
0024022-5112

Increased appropriations in the amount of $130,000 in the Enterprise Resource Planning Fund in the total amount of $130,000 for personnel expenses.
0954022-5100
0954022-5110
0954022-5111
0954022-5112

**Section 2:**

**Fund:** Enterprise Resource Planning Fund

**Department:** City Manager

**Source:** Fund Balance

**Description:** Increased appropriations in the amount of $88,600 in the Enterprise Resource Planning Fund in the total amount of $88,600 for personnel expenses.
0954021-5100
0954021-5110
0954021-5111
0954021-5112
0954021-5113
0954021-5114
0954021-5115

**Section 3**

**Fund:** General Fund

**Department:** Police

**Source:** Police Forfeiture Funds

**Description:** The Police Department requests the us of Police Forfeiture Funds for additional appropriations in the amount of $11,152 for fingerprinting and mugshot devices.

0024514-5402

**Section 4:**

**Fund:** Enterprise Resource Planning

**Department:** Human Resources

**Source:** Increased Revenues

**Description:** Increased appropriations of $357,500, including a 10% contingency, for Dayforce/Ceridian timekeeping and employee payroll software are requested.
0954220-5225

**Section 5:**

**Fund:** Tourism

**Department:** Parks Recreation and Tourism

**Source:** Fund Balance

**Description:** Increased appropriations of $27,000 for SantiCaliGon promotion and sponsorship are requested.
0046061-5205

**Section 6:**

**Fund:** Parks Improvement Sales Tax

**Department:** Parks Recreation and Tourism

**Source:** Increased Revenues

**Description:** The Parks Department transferred the park patrol vehicle to the Independence Police Department for $22,500. Increased appropriations in the amount of $22,500 from the proceeds for capital outlay purchases is requested.
012-012-3432
0126041-5404

**Section 7:**

**Fund:** Events Center CID

**Department:** Parks Recreation and Tourism

**Source:** Fund Balance

**Description:** Increased appropriations in the amount of $3,024,890 for several projects including a building addition for storage, murals and fiber monthly connections fees for the Independence Events Center is requested.
445-6600-046C
445-6600

**Section 8:**

**Fund:** Events Center Fund

**Department:** Parks Recreation and Tourism

**Source:** Increased Revenues

**Description:** Increased appropriations in the amount of $1,620 for fiber monthly connections fees for the Independence Events Center is requested.
045-045-3503
0454940-5234

**Section 9:**

**Fund:** Events Center Capital Improvement

**Department:** Parks Recreation and Tourism

**Source:** Increased Revenues

**Description:** Increased revenues in the amount of $3,023,270 and increased appropriations in the amount of $3,023,270 for several projects' capital projects for the Independence Events Center is requested.
046-046-3503-445
0467046-5406

# City of Independence

AGENDA ITEM COVER SHEET

**Agenda Title:**

24-106 **1R** An ordinance adopting amendments to the Fiscal Year 2023-2024 budget, which was approved by Ordinance No. 19453. **1R Read**

**Recommendations:**

Staff recommends approval of this item.

**Background:**

This ordinance will increase appropriations in the amount of $1,227,363.51 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 $657,163.68 for the funds and departments listed below:

| Department | Fund | Amount |
|---|---|---|
| Various | 002 | 534,640.33 |
| Police Department | 065 | 13,446.20 |
| Municipal Services | 090 | 45,193.98 |
| Non-Departmental | 092 | 620.12 |
| Non-Departmental | 093 | 63,263.05 |

**Council Action:**

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**Department / Contact** City Manager /

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**REVIEWERS**

Jeremy Cover
Meagan Borth
Zachary Walker
Susanne Holland

**ATTACHMENTS:**

1. Appropriations Background Oct.
2. Appropriations Ordinance Year-End Oct

**City of Independence, Missouri**
**Supplemental Appropriation Ordinance**
**Fiscal Year 2023-24**

**Section 1:**

**Fund:** General Fund

**Department:** Various

**Source:** Fund Balance

**Description:** Increased expenditures in the General Fund in the total amount of $534,640.33 for various operating costs as follows:

Increased appropriations in the amount of $45,425.40 for Voice and Data Systems maintenance services are requested.
0024221-5212

Increased appropriations in the amount of $39,240.25 for the Police Department for Work Comp Medical Cost premiums are requested.
0024511-5107

Increased appropriations in the amount of $449,974.68 for interest expense, maintenance & supplies and utilities for the former GEHA building are requested.
0026505-5511
0026505-5211
0026505-5229
0026505-5231
0026505-5232
0026505-5240
0026505-5209

**Section 2:**

**Fund:** Marijuana Sales Tax Fund

**Department:** Police

**Source:** Fund Balance

**Description:** Increased appropriations in the amount of $13,446.20 for initiation service for Project Advocates related to the Justice Center design are requested.
0654511-5226

**Section 3**

**Fund:** Central Garage

**Department:** Municipal Services

**Source:** Increased Revenues

**Description:** Increased appropriations in the amount of $45,193.98 for maintenance and inventory supplies are requested.
0905121-5312
0905121-5314

**Section 4:**

**Fund:** Workers Compensation Fund

**Department:** Finance/City Manager

**Source:** Increased Revenues

**Description:** Increased appropriations of $620.12 for legal services related to workers compensation claims are requested.
0926592-5226

**Section 5:**

**Fund:** Risk Management Fund

**Department:** Finance/City Manager

**Source:** Fund Balance

**Description:** Increased appropriations of $63,263.05 for insurance and bonds requested.
0934293-5207

**Section 6:**

**Fund:** Grants Fund

**Department:** Various

**Source:** Increased Revenues – Various Grants & donations

**Description:**

The Health and Animal Services Department was awarded funding for the Childcare Health Consultations Grant Program. The Missouri Department of Health and Senior Services, through a contract with the Health Department, provides funding to support health consultation services offered by the City and to enhance child care health, safety, and nutrition practices in order to improve the health status and ensure safety of children in child care. Appropriations for the total amount of these grants and donations, totaling $17,207.15, is requested.
0154755-5100-CCHC
0154755-5110-CCHC
0154755-5111-CCHC
0154755-5112-CCHC
0154755-5113-CCHC
0154755-5114-CCHC
0154755-5115-CCHC
0154755-5309-CCHC
015-3219-CCHC

The city received additional Opioid Settlement funds of $98,813.14. Additional appropriations in the amount of $98,813.14, is requested.
0154755-5309-OPDS
015-3434-OPDS

The Missouri Department of Health and Senior Services, through a contract with the Health Department, provides funding to conduct environmental childcare inspections and enforce expeditious correction of defects in childcare facilities. Appropriations for the total amount of these grants and donations, totaling $3,192.15, is requested.
0154755-5100-SAN23
0154755-5110-SAN23
0154755-5214-SAN23
015-3211-SAN23

The Missouri Department of Health and Senior Services, through a contract with the Health Department, provides funding to conduct environmental childcare inspections and enforce expeditious correction of defects in childcare facilities. Appropriations for the total amount of these grants and donations, totaling $3,000.00, is requested.
0154755-SAN24
015-3211-SAN24

Jackson County, through a cooperative agreement with the Health Department, provides COMBAT funds for the purpose of providing substance use disorder prevention and/or violent crime prevention services. Appropriations for the total amount of these grants and donations, totaling $90,000.00, is requested.
0154755-5100-COMBT
0154755-5110-COMBT
0154755-5111-COMBT
0154755-5309-COMBT
0154755-5218-COMBT
0154755-5214-COMBT
015-3279-COMBT

The City received Cigna Wellness funds to reimburse for various Wellness activities. Appropriations for the total amount of these grants and donations, totaling $14,196.09, is requested.
0154201-5204-Cigna
0154201-5226-Cigna
0154201-5309-Cigna
015-3449-Cigna

The Fire Department received a donation from Mid America Regional Council to purchase various equipment. Appropriations for the total amount of these grants and donations, totaling $12,442.36, is requested.
0154650-5405-MARCD
015-3219-MARCD

Emergency Preparedness received funding from FEMA through the State's Emergency Management Agency for the Emergency Preparedness grant.  Funds are used to support the operation of the City's Emergency Preparedness division. Appropriations for the total amount of these grants and donations, totaling $76,819.05, is requested.
0154023-5140-EP24

015-3210-EP22

The Emergency Preparedness Division received additional supplemental funding on their Medical Reserve Corps grant through the National Association of County and City Health Officials. Appropriations for the total amount of these grants and donations, totaling $26,250, is requested.
0154023-5309-MRISE
015-3219-MRISE

The Emergency Preparedness Division received funding for the Medical Reserve Strong grant through the State of Missouri. The purpose of the award is to increase the capability of Medical Reserve Corps units to support public health incident responses. Appropriations for the total amount of these grants and donations, totaling $48,186.34, is requested.
0154023-5100-STRNG
0154023-5116-STRNG
0154023-5302-STRNG
0154023-5309-STRNG
0154023-5206-STRNG
0154023-5202-STRNG
0154023-5213-STRNG
0154023-5402-STRNG
0154023-5203-STRNG
0154023-5226-STRNG
015-3219-STRNG

The Police Department received reimbursement from the Federal Bureau of Investigation (FBI) for overtime worked by police officers who assist with Federal cases. Appropriations for the total amount of the reimbursed funds, totaling $30,901.64, is requested.
0154550-5102-FBI
015-3219-FBI

The Police Department provides off duty police officers to Hope House, Inc. on an overtime basis for the Guardian program. The objective of the Guardian program is to provide a safe and secure environment for survivors of domestic violence. Appropriations for the total amount of the reimbursed funds, totaling $123,460.74, is requested.
4550-5102-GUARD
4550-5110-GUARD
4550-5111-GUARD
015-3316-GUARD

The Police Department provides police officers to the Hope House Re-Visit Program. Hope House received COMBAT funding for the purposes of conducting re-visits to homes of domestic violence victims. A portion of the funding is designated for police officer overtime. Hope House will be utilizing an officer to assist with re-visits and to serve protection orders and outstanding warrants to domestic violence offenders, as needed. Appropriations for the total amount of reimbursed funds, totaling $18,776.78, are requested.
0154550-5102-VISIT
0154550-5110-VISIT
0154550-5111-VISIT
015-3279-VISIT

The Police Department received a donation from Mid America Regional Council to purchase various equipment. Appropriations for the total amount of these grants and donations, totaling $70,710.60, are requested.
0154550-5405-MARCD
015-3219-MARCD

Community Development received a grant from HCA for intra-city transit for public transportation. Appropriations for the total amount of this grant, totaling $5,396.75, are requested.
0154450-5226-HCATR
015-3398-HCATR

The City received funding from the Health Forward Foundation for the Neck Neighborhood dedication and memorial. Appropriations for the total amount of these grant and/or donations, totaling $14,000, are requested.
0154002-5406-HFWD
0154002-5309-HFWD
015-3279-HFWD

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 General Fund (002) in the amount of $534,640.33 for various programs from the General Fund Unassigned Fund Balance.

SECTION 2. Increased appropriations in the Marijuana Sales Tax Fund (065) in the amount of $13,446.20 for design fees from the Marijuana Sales Tax Unassigned Fund Balance.

SECTION 3. Increased revenues and increased appropriations in the Central Garage Fund (090) in the amount of $45,193.98 for maintenance and inventory supplies.

SECTION 4. Increased appropriations in the Workers Compensation Fund (092) in the amount of $620.12 for legal services from the Workers Compensation Fund Unassigned Fund Balance.

SECTION 5. Increased appropriations in the Risk Management Fund (093) in the amount of $63,263.05 for insurance and bonds from the Risk Management Fund Unassigned Fund Balance.

SECTION 6. Increased revenues in the amount of $654,352.79 from grants and donations for various departmental programs and services in the Grants Fund (No. 015) and appropriated a total of $654,352.79 from various departmental grants account in the Grants Fund (No. 015).

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:

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

_____
City Counselor

REVIEWED BY:

_____
City Manager

_____
Director of Finance and Administration
City of Independence, Missouri

Pending further info from Staff

Awaiting Funds

3rd Business Day Follow Up

Funds Received

Pending Requester

Legal Review

| Date Received | Requester Name | Response Required by Date | Records requested | How request received |
|---|---|---|---|---|
| 3/25/2024 | Shane Carpenter | 3/28/2024 | Crash Report | E-Mail |
| 3/25/2024 | Gustavo Manzanilla | 3/28/2024 | Incident Report | E-Mail |
| 3/25/2024 | David Lloyd | 3/28/2024 | Case Report | E-Mail |
| 3/25/2024 | James Robinson | 3/28/2024 | Case Report | E-Mail |
| 3/25/2024 | Det. Matthew Smith (KCPD) | 3/28/2024 | Case Report | E-Mail |
| 3/25/2024 | Shelter Insurance | 3/28/2024 | Crash Report | E-Mail |
| 3/25/2024 | Sharri Clapp | 3/28/2024 | Crash Report | E-Mail |
| 3/25/2024 | Carly Paul | 3/28/2024 | Case Report | E-Mail |
| 3/25/2024 | Marty Kerr | 3/28/2024 | Case Report | E-Mail |
| 3/25/2024 | Terry Jones | 3/28/2024 | Case Report | E-Mail |
| 3/25/2024 | Brookelyn Morris | 3/28/2024 | Information | E-Mail |
| 3/25/2024 | Michelle Thompson | 3/28/2024 | Case Report | E-Mail |
| 3/25/2024 | Tressa King | 3/28/2024 | Case Report | E-Mail |
| 3/25/2024 | Cassandra Seper | 3/28/2024 | Incident Report | E-Mail |
| 3/25/2024 | Jacob Wilson | 3/28/2024 | Case Report | E-Mail |
| 3/25/2024 | Devin Callahan | 3/28/2024 | Case Report | E-Mail |
| 3/25/2024 | Deanna Woods | 3/28/2024 | Case Report | E-Mail |
| 3/25/2024 | Danielle Cole | 3/28/2024 | Audio/Video | E-Mail |
| 3/25/2024 | Ruth McNeal | 3/28/2024 | Audio/Video | E-Mail |
| | | | | |
| 3/25/2024 | James Woods | 3/28/2024 | Case Report | Window |
| 3/25/2024 | James Woods | 3/28/2024 | Case Report | Window |
| 3/25/2024 | Linda Woods | 3/28/2024 | Case Report | Window |
| 3/25/2024 | Lenny Vandevelde | 3/28/2024 | Case Report | Window |
| 3/25/2024 | Travis Riener | 3/28/2024 | Case Report | Window |
| 3/25/2024 | Lashaun Brown | 3/28/2024 | Case Report | Window |
| 3/25/2024 | Stacy Shockey | 3/28/2024 | Case Report | Window |
| 3/25/2024 | Jim Raddatz | 3/28/2024 | Case Report | Window |
| 3/25/2024 | Chong Hooks | 3/28/2024 | Case Report | Window |
| | | | | |
| 3/25/2024 | FBI NICS | 3/28/2024 | Final Disposition | Fax |
| 3/25/2024 | FBI NICS | 3/28/2024 | Final Disposition | Fax |
| | | | | |
| 3/26/2024 | Jennifer Jimenez | 3/29/2024 | Case Report | E-Mail |
| 3/26/2024 | Matt Barr | 3/29/2024 | Case Report | E-Mail |
| 3/26/2024 | Robert Byrne | 3/29/2024 | Case Report | E-Mail |
| 3/26/2024 | Marty Kerr | 3/29/2024 | Case Report | E-Mail |
| 3/26/2024 | Det. Janna Webber | 3/29/2024 | Records Check | E-Mail |
| 3/26/2024 | Jared Borsa | 3/29/2024 | Case Report | E-Mail |

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|---|---|---|---|---|
| 3/26/2024 | Josiah Harper | 3/29/2024 | Reports / Video | E-Mail |
| 3/26/2024 | Angela Rock | 3/29/2024 | Reports | E-Mail |
| 3/26/2024 | Matthew Gass | 3/29/2024 | Case Report | E-Mail |
| 3/26/2024 | Will Gibson | 3/29/2024 | Case Report | E-Mail |
| 3/26/2024 | Remona Miller | 3/29/2024 | Case Report | E-Mail |
| 3/26/2024 | Robert Patterson | 3/29/2024 | Case Report | E-Mail |
| | | | | |
| 3/26/2024 | Shanell Leigh | 3/29/2024 | Case Report | Window |
| 3/26/2024 | Shanell Leigh | 3/29/2024 | Incident Report | Window |
| 3/26/2024 | Shanell Leigh | 3/29/2024 | Incident Report | Window |
| 3/26/2024 | Mason Vankuiken | 3/29/2024 | Case Report | Window |
| 3/26/2024 | Zahirah Williams | 3/29/2024 | Case Report | Window |
| 3/26/2024 | Vincent Grosso | 3/29/2024 | Case Report | Window |
| 3/26/2024 | Jeffrey Stanley | 3/29/2024 | Crash Report | Window |
| 3/26/2024 | Tori Harris | 3/29/2024 | Crash Report | Window |
| 3/26/2024 | Tanya Warren | 3/29/2024 | Case Report | Window |
| | | | | |
| 3/26/2024 | Capt. Santaniello | 3/29/2024 | Records Check | Mail |
| | | | | |
| 3/27/2024 | Tia Rooks | 4/1/2024 | Case Report | E-Mail |
| 3/27/2024 | Jaira Murillo | 4/1/2024 | Case Report | E-Mail |
| 3/27/2024 | Norma Tlles | 4/1/2024 | Case Report | E-Mail |
| 3/27/2024 | Tressa King | 4/1/2024 | Case Report | E-Mail |
| 3/27/2024 | Ebony Harrison | 4/1/2024 | Case Report | E-Mail |
| 3/27/2024 | Susan Melin | 4/1/2024 | Reports | E-Mail |
| 3/27/2024 | Austyn1994 | 4/1/2024 | Case Report | E-Mail |
| 3/27/2024 | Jay N | 4/1/2024 | Case Report | E-Mail |
| 3/27/2024 | Ashlee Tyler-Lemos | 4/1/2024 | Case Report | E-Mail |
| 3/27/2024 | Michelle Herndon | 4/1/2024 | Case Report | E-Mail |
| 3/27/2024 | Melody Smith | 4/1/2024 | Case Report | E-Mail |
| 3/27/2024 | Doug Weishar | 4/1/2024 | Report / Videos | E-Mail |
| | | | | |
| 3/27/2024 | Mason Russell | 4/1/2024 | Case Report | Window |
| 3/27/2024 | Eugene Owens | 4/1/2024 | Case Report | Window |
| 3/27/2024 | Daniel Espinosa | 4/1/2024 | Case Report | Window |
| 3/27/2024 | James Barbour | 4/1/2024 | Crash Report | Window |
| 3/27/2024 | Rachel Uttley | 4/1/2024 | Case Report | Window |
| 3/27/2024 | George Brestogianis | 4/1/2024 | Crash Report | Window |
| 3/27/2024 | Trisha Murray | 4/1/2024 | Reports | Window |
| 3/27/2024 | Paige Waits | 4/1/2024 | Case Report | Window |
| 3/27/2024 | W. K. Jennings | 4/1/2024 | Case Report | Window |
| 3/27/2024 | Nelson Miranda-Gomez | 4/1/2024 | Case Report | Window |
| | | | | |
| 3/27/2024 | Jennifer Trapp | 4/1/2024 | Records Check | Mail |
| | | | | |
| 3/28/2024 | Tricia Wadell | 4/2/2024 | Case Report | E-Mail |
| 3/28/2024 | Jessica Ohler | 4/2/2024 | Case Report | E-Mail |

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|---|---|---|---|---|
| 3/28/2024 | Hannah Shine | 4/2/2024 | Videos | E-Mail |
| 3/28/2024 | Holly Mackey | 4/2/2024 | Crash Reprot | E-Mail |
| 3/28/2024 | Julie Berry | 4/2/2024 | Case Report | E-Mail |
| | | | | |
| 3/28/2024 | Pat Cahill | 4/2/2024 | Case Report | Window |
| 3/28/2024 | Rolando Sallinas | 4/2/2024 | Crash Report | Window |
| 3/28/2024 | Wesley Smith | 4/2/2024 | Crash Report | Window |
| 3/28/2024 | Jennifer Iliff | 4/2/2024 | Case Report | Window |
| | | | | |
| 3/29/2024 | Chadwick Hawthorne | 4/3/2024 | Case Report | E-Mail |
| 3/29/2024 | Jerri Nye | 4/3/2024 | Case Report | E-Mail |
| 3/29/2024 | Ronald VanHoecke | 4/3/2024 | Case Report | E-Mail |
| 3/29/2024 | Kevin Harwood | 4/3/2024 | Case Report | E-Mail |
| 3/29/2024 | Samantha Floyd | 4/3/2024 | Crash Report | E-Mail |
| 3/29/2024 | Benjamin Arnold | 4/3/2024 | Case Report | E-Mail |
| 3/29/2024 | Daniel Childress | 4/3/2023 | Case Report | E-Mail |
| 3/29/2024 | Benjamin Arnold | 4/3/2023 | Case Report | E-Mail |
| | | | | |
| 3/29/2024 | Connie Lattimer | 4/3/2023 | Case Report | Window |
| 3/29/2024 | Cindy Pritchard | 4/3/2024 | Crash Report | Window |

**IPD Records Request Log**

| Requester email | 1st Response Date | Est. Cost/ provided Date | Payment Date |
|---|---|---|---|
| shanec@morgancontractors.com | | | |
| g.t.manzanilla2@gmail.com | | | |
| lloydlawoffice64093@gmail.com | | | |
| cmns4x4@gmail.com | | | |
| matthew.smith@kcpd.org | | | |
| shelterinsuranceclaims@shelterinsurance.com | 3/27/2024 | | |
| sharri@a1hf.com | | | |
| lethaduane1126@icloud.com | | | |
| martykerr@sbcglobal.net | | | |
| jonesterryl@gmail.com | | | |
| brookelyn.morris@doc.mo.gov | | | |
| michelle.thompson@ks.gov | | | |
| tressa@tottalaw.com | | | |
| moondragonjayne@gmail.com | | | |
| jakesburg@hotmail.com | | | |
| devin.callahan@doc.mo.gov | | | |
| dwoods@dysarttaylor.com | 3/28/2024 | $34.40 | 4/3/2024 |
| danielle.irene.cole@gmail.com | 3/27/2024 | | |
| ruthannemcneal19@gmail.com | 3/26/2024 | $17.20 | 3/26/2024 |
| lashaunbrown@yahoo.com | | | |
| fbinicsrequest@services.fbi.gov | | | |
| fbinicsrequest@services.fbi.gov | | | |
| jjimenez@devkotalawfirm.com | | | |
| matt.barr@doc.mo.gov | | | |
| robert.byrne@doc.mo.gov | | | |
| martykerr@sbcglobal.net | | | |
| janna.webber@phoenix.gov | | | |
| jared@stigallwhitworth.com | | | |

harperlawkc@gmail.com
arock@gatesshields.com
matthewgasslaw@gmail.com
wgibson@bluespringsgov.com
remona97@gmail.com
rpatterson1403@yahoo.com

shanell_leigh@yahoo.com
shanell_leigh@yahoo.com
shanell_leigh@yahoo.com

3/27/2024 $25.80 4/8/2024

cmckinney1@cmpd.org

rookstiam1990@gmail.com
jairamurillo85@yahoo.com
tellesnorma96@gmail.com
tressa@tottalaw.com
ebony.harrison@dss.mo.gov
susanworkshere@gmail.com
austyn1994@gmail.com
jnye20@gmail.com
atyler-lemos@monseesmayer.com
mherndon85@yahoo.com
msmith@midwestadp.net
dweishar@therobisongroup.com

3/29/2024 $43.00 4/9/2024

russell.mason34@yahoo.com

kcarrowheadproperties@gmail.com
brestoghonisgeorge@gmail.com

paigewaits@hotmail.com
wkarljennings@gmail.com
nelsonmirandagomez@gmail.com

tricia.wadell@doc.mo.gov
jessica.ohler@doc.mo.gov

| | | | |
|---|---|---|---|
| hannahs@bruninglegal.com<br>hollymackey@nashfranciskato.com<br>julie.berry@doc.mo.gov | 3/29/2024 | $34.40 | 4/12/2024 |
| pjcinc45@gmail.com | | | |
| jenniliff@gmail.com | | | |
| chadwick.hawthorne@doc.mo.gov<br>jerrinye@comcast.net<br>ronald.vanhoecke@doc.mo.gov<br>kevin.harwood@doc.mo.gov<br>samantha@holombkclaw.com<br>ben@kcdui.com<br>tallerthetree@gmail.com<br>ben@kcdui.com | 4/1/2024 | | |
| momcindyp9000@gmail.com | | | |

| Payment Amount | Final response Date | Departments involved | Comments |
|---|---|---|---|
| | 3/25/2024 | Police | |
| | 3/25/2024 | Police | |
| | 3/25/2024 | Police | Referred to Federal Prosecutor / Initial Only |
| | 3/25/2024 | Police | |
| | 3/25/2024 | Police | |
| | 4/10/2024 | Police | Report Not Ready |
| | 3/25/2024 | Police | |
| | 3/25/2024 | Police | |
| | 3/25/2024 | Police | |
| | 3/25/2024 | Police | |
| | 3/26/2024 | Police | |
| | 3/28/2024 | Police | Open Case - Initial Only |
| | 3/26/2024 | Police | |
| | 3/26/2024 | Police | |
| | 3/26/2024 | Police | |
| | 3/26/2024 | Police | |
| $34.40 | 4/3/2024 | Police | Sent Through Axon (evidence.com) |
| | 3/28/2024 | Police | |
| $17.20 | 3/28/2024 | Police | 2024-17253 |
| | | | |
| | 3/25/2024 | Police | |
| | 3/25/2024 | Police | |
| | 3/25/2024 | Police | |
| | 3/25/2024 | Police | |
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| | 3/25/2024 | Police | |
| | 3/25/2024 | Police | |
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| | 3/26/2024 | Police | |
| | 3/26/2024 | Police | |
| | 3/26/2024 | Police | |
| | 3/26/2024 | Police | |
| | 3/26/2024 | Police | No Record Found For Subject |
| | 3/26/2024 | Police | Open Case - Crash Report Provided Only |

| | | | |
|---|---|---|---|
| | 3/27/2024 | Police | |
| $25.80 | 4/8/2024 | Police | |
| | 3/27/2024 | Police | Referred to State Prosecutor / Initial Only |
| | 3/27/2024 | Police | |
| | 3/27/2024 | Police | |
| | 3/26/2024 | Police | |
| | 3/26/2024 | Police | |
| | 3/26/2024 | Police | |
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| | 3/26/2024 | Police | |
| | 3/26/2024 | Police | |
| | 3/27/2024 | Police | |
| | 3/27/2024 | Police | |
| | 3/27/2024 | Police | |
| | 3/27/2024 | Police | |
| | 3/27/2024 | Police | |
| | 3/28/2024 | Police | |
| | 3/28/2024 | Police | |
| | 3/28/2024 | Police | |
| | 3/28/2024 | Police | |
| | 3/28/2024 | Police | |
| | 4/1/2024 | Police | |
| $43.00 | 4/9/2024 | Police | Sent Through Axon |
| | 3/27/2024 | Police | |
| | 3/27/2024 | Police | |
| | 3/27/2024 | Police | |
| | 3/27/2024 | Police | |
| | 3/27/2024 | Police | |
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| | 3/27/2024 | Police | |
| | 3/27/2024 | Police | |
| | 3/27/2024 | Police | |
| | 3/27/2024 | Police | |
| | 3/27/2024 | Police | Faxed to Nebraska Probation and Parole |
| | 3/28/2024 | Police | No Record Found |
| | 3/28/2024 | Police | |

| | | | |
|---|---|---|---|
| $34.40 | 4/12/2024 | Police | Sent Through Axon |
| | 3/29/2024 | Police | |
| | 3/29/2024 | Police | Report Not Ready - Initial Provided |
| | 3/28/2024 | Police | E-Mailed Report |
| | 3/28/2024 | Police | |
| | 3/28/2024 | Police | |
| | 3/28/2024 | Police | |
| | 3/29/2024 | Police | |
| | 3/29/2024 | Police | |
| | 3/30/2024 | Police | |
| | 3/29/2024 | Police | |
| | 3/29/2024 | Police | |
| | 4/4/2024 | Police | Report Not Ready |
| | 4/1/2024 | Police | |
| | 4/1/2024 | Police | |
| | 3/29/2024 | Police | |
| | 3/29/2024 | Police | |

| Clerk Staff Assigned |
| --- |
| E. Doherty |
| T. Hurley |
| T. Hurley |
| J. Whitfield |
| E. Doherty |
| T. Hurley |
| E. Doherty |
| J. Whitfield |
| E. Doherty |
| T. Hurley |
| T. Hurley |
| T. Hurley |
| K. Bailey |
| K. Bailey |
| K. Bailey |
| K. Bailey |
| K. Bailey |
| K. Bailey |
| K. Bailey |
| S. Pendleton |
| S. Pendleton |
| S. Pendleton |
| S. Pendleton |
| E. Doherty |
| E. Doherty |
| T. Hurley |
| T. Hurley |
| J. Whitfield |
| M. Cook |
| M. Cook |
| T. Hurley |
| K. Bailey |
| J. Whitfield |
| J. Whitfield |
| J. Whitfield |
| K. Bailey |

K. Bailey
E. Doherty
K. Bailey
T. Hurley
K. Bailey
K. Eichost

S. Pendleton
S. Pendleton
S. Pendleton
S. Pendleton
S. Pendleton
S. Pendleton
J. Whitfield
J. Whitfield
T. Hurley

J. Whitfield

J. Whitfield
T. Hurley
T. Hurley
J. Whitfield
J. Whitfield
T. Hurley
E. Doherty
T. Hurley
E. Doherty
T. Hurley
T. Hurley
K. Bailey

K. Bailey
J. Whitfield
J. Whitfield
J. Whitfield
T. Hurley
T. Hurley
T. Hurley
T. Hurley
S. Pendleton
S. Pendleton

J. Whitfield

E. Doherty
T. Hurley

K. Bailey
K. Bailey
E. Doherty

K. Bailey
E. Doherty
T. Hurley
T. Hurley

E. Doherty
T. Hurley
E. Doherty
E. Doherty
K. Bailey
E. Doherty
T. Hurley
T. Hurley

E. Doherty
E. Doherty

Pending further info from Staff

Awaiting Funds

3rd Business Day Follow Up

Funds Received

Pending Requester

Legal Review

| Date Received | Requester Name | Response Required by Date | Records requested | How request received |
|---|---|---|---|---|
| 4/1/2024 | Amanda LeClaire | 4/4/2024 | Case Report | E-Mail |
| 4/1/2024 | Shawn Crabtree | 4/4/2024 | Case Report | E-Mail |
| 4/1/2024 | Jeffrey Forster | 4/4/2024 | Report / Video | E-Mail |
| 4/1/2024 | Ryan Melton | 4/4/2024 | Crash Report | E-Mail |
| 4/1/2024 | Devyn Horsley | 4/4/2024 | Reports | E-Mail |
| 4/1/2024 | Nathan Anderson | 4/4/2024 | Case Report | E-Mail |
| 4/1/2024 | Aisha Rainey | 4/4/2024 | Case Report | E-Mail |
| 4/1/2024 | Aisha Rainey | 4/4/2024 | Case Report | E-Mail |
| 4/1/2024 | Patricia Majors | 4/4/2024 | Case Report | E-Mail |
| 4/1/2024 | Katie Garten | 4/4/2024 | Case Report | E-Mail |
| 4/1/2024 | Andrew Testerman | 4/4/2024 | Case Report | E-Mail |
| 4/1/2024 | Deann Smith | 4/4/2024 | Incident Report | E-Mail |
| 4/1/2024 | Stevie Mulsoff | 4/4/2024 | Incident Report | E-Mail |
| 4/1/2024 | Sandy Butzler | 4/4/2024 | Case Report | E-Mail |
| 4/1/2024 | Lauri Laughland | 4/4/2024 | Report / Photos | Mail |
| 4/1/2024 | Kristi Schowengerdt | 4/4/2024 | Case Report | Window |
| 4/1/2024 | Chris Chrisco | 4/4/2024 | Case Report | Window |
| 4/1/2024 | Jack Gregory | 4/4/2024 | Case Report | Window |
| 4/1/2024 | Gloria Barajas | 4/4/2024 | Crash Report | Window |
| 4/1/2024 | MaryAlice Johnson-Roderick | 4/4/2024 | Case Report | Window |
| 4/1/2024 | Patrick Rice | 4/4/2024 | Crash Report | Window |
| 4/1/2024 | John Spencer | 4/4/2024 | Crash Report | Window |
| 4/1/2024 | Barry Poston | 4/4/2024 | Case Report | Window |
| 4/1/2024 | Brian Stolfa | 4/4/2024 | Case Report | Window |
| 4/2/2024 | Erika Cosentino | 4/5/2024 | Case Report | E-Mail |
| 4/2/2024 | Jessica Ohler | 4/5/2024 | Case Report | E-Mail |
| 4/2/2024 | Andrew Crick | 4/5/2024 | Case Report | E-Mail |
| 4/2/2024 | Jonathan Summerskill | 4/5/2024 | Case Report | E-Mail |
| 4/2/2024 | Addison Cole | 4/5/2024 | Case Report | E-Mail |
| 4/2/2024 | Jim Bishop | 4/5/2024 | Case Report | E-Mail |
| 4/2/2024 | Melissa Testrake | 4/5/2024 | Report / Video | E-Mail |
| 4/2/2024 | Crystal Lowry | 4/5/2024 | Case Report | Window |
| 4/2/2024 | Kanyon Salyer | 4/5/2024 | Case Report | Window |
| 4/2/2024 | Tyler Roltgen | 4/5/2024 | Intial Report | Window |
| 4/2/2024 | Tyler Roltgen | 4/5/2024 | Case Report | Window |

| | | | | |
|---|---|---|---|---|
| 4/2/2024 | Fred Stroup | 4/5/2024 | Case Report | Window |
| 4/2/2024 | Eric White | 4/5/2024 | Case Report | Window |
| 4/2/2024 | Freddy Taylor | 4/5/2024 | Crash Report | Window |
| 4/2/2024 | Mariah Long | 4/5/2024 | Case Report | Window |
| 4/2/2024 | Mariah Long | 4/5/2024 | Case Report | Window |
| 4/2/2024 | Christopher Allen | 4/5/2024 | Crash Report | Window |
| 4/2/2024 | Tyler Johnson | 4/5/2024 | Report / Video | Window |
| 4/2/2024 | Captain Aly Abdelgawad | 4/5/2024 | Records Check | Fax |
| 4/3/2024 | Morgan Nash | 4/8/2024 | Reports | E-Mail |
| 4/3/2024 | Danya Elizardo | 4/8/2024 | Reports | E-Mail |
| 4/3/2024 | Seth Ozsoy | 4/8/2024 | Crash Report | Mail |
| 4/3/2024 | Bob Ross | 4/8/2024 | Crash Report | Window |
| 4/3/2024 | Joseph Black | 4/8/2024 | Case Report | Window |
| 4/3/2024 | D'Vante Lewis | 4/8/2024 | Case Report | Window |
| 4/3/2024 | Angel Allen | 4/8/2024 | Crash Report | Window |
| 4/3/2024 | Daniel Gabriele | 4/8/2024 | Case Report | Window |
| 4/3/2024 | Daniel Gabriele | 4/8/2024 | Case Report | Window |
| 4/3/2024 | Terrace George | 4/8/2024 | Crash Report | Window |
| 4/3/2024 | Felicia Slater | 4/8/2024 | Case Report | Window |
| 4/3/2024 | Halei Willard | 4/8/2024 | Reports | Window |
| 4/4/2024 | Savanna Bauer | 4/9/2024 | Call Notes | E-Mail |
| 4/4/2024 | Miranda Norman | 4/9/2024 | Case Report | E-Mail |
| 4/4/2024 | Jasmine Gant | 4/9/2024 | Case Report | E-Mail |
| 4/4/2024 | Alena Boese | 4/9/2024 | Crash Report | E-Mail |
| 4/4/2024 | Zachary Bode | 4/9/2024 | Case Report | E-Mail |
| 4/4/2024 | Luciana Santiago-Lewis | 4/9/2024 | Crash Report | E-Mail |
| 4/4/2024 | Erik Porzelt | 4/9/2024 | Crash Report | E-Mail |
| 4/4/2024 | Yildi Rios | 4/9/2024 | Case Report | E-Mail |
| 4/4/2024 | Taylor Jonas | 4/9/2024 | Case Report | E-Mail |
| 4/4/2024 | Daniel Gabriele | 4/9/2024 | Case Report | Window |
| 4/4/2024 | John Spencer | 4/9/2024 | Case Report | Window |
| 4/4/2024 | Leslie McIntyre | 4/9/2024 | Case Report | Window |
| 4/4/2024 | Janell Dilday | 4/9/2024 | Incident Report | Window |
| 4/4/2024 | Linda Leaver | 4/9/2024 | Case Report | Window |
| 4/5/2024 | Alena Boese | 4/10/2024 | Crash Report | E-Mail |
| 4/5/2024 | Travis Roth | 4/10/2024 | Case Report | E-Mail |
| 4/5/2024 | Andrew Testerman | 4/10/2024 | Case Report | E-Mail |
| 4/5/2024 | Det. Nathan Anderson | 4/10/2024 | Case Report | E-Mail |
| 4/5/2024 | Miranda Norman | 4/10/2024 | Case Report | E-Mail |
| 4/5/2024 | Andrea Harris | 4/10/2024 | Case Report | E-Mail |

| | | | | |
|---|---|---|---|---|
| 4/5/2024 | Jana Campbell | 4/10/2024 | Reports | E-Mail |
| 4/5/2024 | Alena Boese | 4/10/2024 | Case Report | E-Mail |
| 4/5/2024 | Yildi Rios | 4/10/2024 | Case Report | E-Mail |
| 4/5/2024 | Yildi Rios | 4/10/2024 | Case Report | E-Mail |
| 4/5/2024 | Elizabeth Ellis | 4/10/2024 | Reports | E-Mail |
| 4/5/2024 | Branid Ashby | 4/10/2024 | Reports | E-Mail |
| 4/5/2024 | Calli Delgado | 4/10/2024 | Reports | E-Mail |
| | | | | |
| 4/5/2024 | Dawn Howle | 4/10/2024 | Case Report | Window |
| 4/5/2024 | Kenneth Deathrage | 4/10/2024 | Case Report | Window |
| 4/5/2024 | Luis Carcamo | 4/10/2024 | Case Report | Window |
| 4/5/2024 | Rebecca Ferreira | 4/10/2024 | Case Report | Window |
| 4/5/2024 | Roland Stuart | 4/10/2024 | Case Report | Window |
| 4/5/2024 | Kim Schwart | 4/10/2024 | Case Report | Window |
| 4/5/2024 | Mark Kellough | 4/10/2024 | Crash Report | Window |
| 4/5/2024 | Leah Haskell | 4/10/2024 | Reports | Window |
| 4/5/2024 | Delores Santellan | 4/10/2024 | Case Report | Window |
| 4/5/2024 | Krystina Crawford | 4/10/2024 | Crash Report | Window |
| 4/5/2024 | Rebecca Carmack | 4/10/2024 | Incident Report | Window |
| 4/5/2024 | William Perry | 4/10/2024 | Crash Report | Window |
| 4/5/2024 | Ronnie Story | 4/10/2024 | Case Report | Window |
| | | | | |
| 4/8/2024 | Pam Fulmer | 4/11/2024 | Case Report | E-Mail |
| 4/8/2024 | Jane Johnson | 4/11/2024 | Case Report | E-Mail |
| 4/8/2024 | Katie Garten | 4/11/2024 | Case Report | E-Mail |
| 4/8/2024 | Travis Roth | 4/11/2024 | Case Report | E-Mail |
| 4/8/2024 | Jessica Godoy | 4/11/2024 | Crash Report | E-Mail |
| 4/8/2024 | Leticia Felix | 4/11/2024 | Case Report | E-Mail |
| 4/8/2024 | Phillip Stewart | 4/11/2024 | Case Report | E-Mail |
| 4/8/2024 | Joe Lampert | 4/11/2024 | Reports | E-Mail |
| 4/8/2024 | Andrew S. Talge | 4/11/2024 | Video | E-Mail |
| 4/8/2024 | Jana Campbell | 4/11/2024 | Case Report | E-Mail |
| 4/8/2024 | Katia Gordillo Casrellano | 4/11/2024 | Case Report | E-Mail |
| 4/8/2024 | Charles Scott | 4/11/2024 | Case Report | E-Mail |
| | | | | |
| 4/8/2024 | Brooke Floyd | 4/11/2024 | Case | Window |
| 4/8/2024 | Delmy Valladares | 4/11/2024 | Crash Report | Window |
| 4/8/2024 | William Mahurin | 4/11/2024 | Crash Report | Window |
| 4/8/2024 | John Walden | 4/11/2024 | Crash Report | Window |
| 4/8/2024 | McKayla Rykiel | 4/11/2024 | Case Report | Window |
| 4/8/2024 | Daniel Gabriele | 4/11/2024 | Case Report | Window |
| 4/8/2024 | Rocio Nunez | 4/11/2024 | Case Report | Window |
| 4/8/2024 | Hayvon Fernandez-Posados | 4/11/2024 | Case Report | Window |
| 4/8/2024 | Christina Scribner | 4/11/2024 | Crash Report | Window |
| 4/8/2024 | George Englezos | 4/11/2024 | Case Report | Window |
| | | | | |
| 4/9/2024 | Dennis Waits | 4/12/2024 | Case Report | E-Mail |

| | | | | |
|---|---|---|---|---|
| 4/9/2024 | James Walton | 4/12/2024 | Case Report | E-Mail |
| 4/9/2024 | Stephanie Ward | 4/12/2024 | Case Report | E-Mail |
| 4/9/2024 | Ryan Jackson | 4/12/2024 | Reports / Photos | E-Mail |
| 4/9/2024 | Janny Alvarez | 4/12/2024 | Case Report | E-Mail |
| 4/9/2024 | Jana Campbell | 4/12/2024 | Case Report | E-Mail |
| 4/9/2024 | Tressa King | 4/12/2024 | Case Report | E-Mail |
| 4/9/2024 | Darren Crow | 4/12/2024 | Crash Report | E-Mail |
| 4/9/2024 | Bree Leyland | 4/12/2024 | Case Report | E-Mail |
| 4/9/2024 | Marvin Wade | 4/12/2024 | Case Report | E-Mail |
| 4/9/2024 | David Roth | 4/12/2024 | Case Report | E-Mail |
| | | | | |
| 4/9/2024 | Bob Alumbaugh | 4/12/2024 | Case Report | Window |
| 4/9/2024 | Katie Gordillo-Castellanos | 4/12/2024 | Crash Report | Window |
| 4/9/2024 | Rose Burke | 4/12/2024 | Case Report | Window |
| 4/9/2024 | Pat Cahill | 4/12/2024 | Crash Report | Window |
| 4/9/2024 | Josiah Harper | 4/12/2024 | Case Report | Window |
| 4/9/2024 | Terri Golding | 4/12/2024 | Case Report | Window |
| 4/9/2024 | Pamela Sly | 4/12/2024 | Case Report | Window |
| 4/9/2024 | Maynard McDonald | 4/12/2024 | Case Report | Window |
| 4/9/2024 | LaTisha Terrell | 4/12/2024 | Crash Report | Window |
| 4/9/2024 | Jodi Foster | 4/12/2024 | Crash Report | Window |
| | | | | |
| 4/10/2024 | Angela Rock | 4/15/2024 | Case Report | E-Mail |
| 4/10/2024 | Julie Berry | 4/15/2024 | Case Report | E-Mail |
| 4/10/2024 | Julie Scott | 4/15/2024 | Case Report | E-Mail |
| 4/10/2024 | Elaina Wolzak | 4/15/2024 | Case Report | E-Mail |
| 4/10/2024 | Walter Stansell | 4/15/2024 | Case Report | E-Mail |
| 4/10/2024 | Jana Campbell | 4/15/2024 | Case Report | E-Mail |
| 4/10/2024 | Mark Androes | 4/15/2024 | Case Report | E-Mail |
| 4/10/2024 | Katie Garten | 4/15/2024 | Case Report | E-Mail |
| 4/10/2024 | Melissa Luzader-Gibson | 4/15/2024 | Case Report | E-Mail |
| | | | | |
| 4/10/2024 | Damian Bakula | 4/15/2024 | Reports | Window |
| 4/10/2024 | Damian Bakula | 4/15/2024 | Case Report | Window |
| 4/10/2024 | Damian Bakula | 4/15/2024 | Case Report | Window |
| 4/10/2024 | Damian Bakula | 4/15/2024 | Case Report | Window |
| 4/10/2024 | Damian Bakula | 4/15/2024 | Case Report | Window |
| 4/10/2024 | Damian Bakula | 4/15/2024 | Case Report | Window |
| 4/10/2024 | Damian Bakula | 4/15/2024 | Case Report | Window |
| 4/10/2024 | Damian Bakula | 4/15/2024 | Case Report | Window |
| 4/10/2024 | Marty Kerr | 4/15/2024 | Crash Report | Window |
| 4/10/2024 | Todd Mattson | 4/15/2024 | Case Report | Window |
| 4/10/2024 | Pam Hill | 4/15/2024 | Crash Report | Window |
| 4/10/2024 | Tonra Potts | 4/15/2024 | Crash Report | Window |
| 4/10/2024 | Jessica Pisano | 4/15/2024 | Case Report | Window |
| 4/10/2024 | Willa Nichols | 4/15/2024 | Incident Report | Window |

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|---|---|---|---|---|
| 4/11/2024 | Austin Prindle | 4/16/2024 | Case Report | E-Mail |
| 4/11/2024 | Thomas Menziuso | 4/16/2024 | Photos/Videos | E-Mail |
| 4/11/2024 | Stephanie Ward | 4/16/2024 | Case Report | E-Mail |
| 4/11/2024 | Andrew Testerman | 4/16/2024 | Case Report | E-Mail |
| 4/11/2024 | Brookelyn Morris | 4/16/2024 | Case Report | E-Mail |
| 4/11/2024 | Gisselle Pacheco | 4/16/2024 | Reports / Videos | E-Mail |
| 4/11/2024 | Tressa King | 4/16/2024 | Case Report | E-Mail |
| 4/11/2024 | Kayla Robinson | 4/16/2024 | Case Report | E-Mail |
| 4/11/2024 | Angelique Johnson | 4/16/2024 | Incident Report | E-Mail |
| 4/11/2024 | Rodger Watkins | 4/16/2024 | Case Report | E-Mail |
| | | | | |
| 4/11/2024 | John Haskins | 4/16/2024 | Crash Report | Window |
| 4/11/2024 | Tonia Potts | 4/16/2024 | Crash Report | Window |
| 4/11/2024 | David Rosenberg | 4/16/2024 | Crash Report | Window |
| 4/11/2024 | Josh Danielsen | 4/16/2024 | Crash Report | Window |
| 4/11/2024 | Daniel Gabriele | 4/16/2024 | Case Report | Window |
| | | | | |
| 4/12/2024 | Jack Stauffer | 4/17/2024 | Case Report | E-Mail |
| 4/12/2024 | Nathan Russell | 4/17/2024 | Case Report | E-Mail |
| 4/12/2024 | Jason McTheeney | 4/17/2024 | Records Check | E-Mail |
| 4/12/2024 | Nathan Russell | 4/17/2024 | Case Report | E-Mail |
| 4/12/2024 | Maxyne Davis | 4/17/2024 | Reports | E-Mail |
| 4/12/2024 | Kylie Durkee | 4/17/2024 | Case Report | E-Mail |
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| 4/12/2024 | David Junveblut | 4/17/2024 | Crash Report | Window |
| 4/12/2024 | Roy Lee Gillespie | 4/17/2024 | Case Report | Window |
| 4/12/2024 | Eleazar Espino Diaz | 4/17/2024 | Reports | Window |
| 4/12/2024 | Patrick Burns | 4/17/2024 | Crash Report | Window |
| 4/12/2024 | Dave Muolo | 4/17/2024 | Reports | Window |
| 4/12/2024 | Robert Jones | 4/17/2024 | Case Report | Window |
| 4/12/2024 | Cynthia Wade | 4/17/2024 | Incident Report | Window |
| 4/12/2024 | Deborah Miles | 4/17/2024 | Case Report | Window |
| 4/12/2024 | Deborah Miles | 4/17/2024 | Case Report | Window |
| 4/12/2024 | Jazmin Garcia | 4/17/2024 | Case Report | Window |
| 4/12/2024 | Jazmin Garcia | 4/17/2024 | Incident Report | Window |
| | | | | |
| 4/15/2024 | Angela Vanderslice | 4/18/2024 | Case Report | E-Mail |
| 4/15/2024 | Genoveva Quinones | 4/18/2024 | Reports | E-Mail |
| 4/15/2024 | Stevie Mulsoff | 4/18/2024 | Case Report | E-Mail |
| 4/15/2024 | Clifford Courneya | 4/18/2024 | Case Report | E-Mail |
| 4/15/2024 | Brookelyn Morris | 4/18/2024 | Case Report | E-Mail |
| 4/15/2024 | Heidi Morgan | 4/18/2024 | Case Report | E-Mail |
| 4/15/2024 | Mark Yates | 4/18/2024 | Crash Report | E-Mail |
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| 4/15/2024 | April Phipps | 4/18/2024 | Case Report | Window |
| 4/15/2024 | Robert Murphy | 4/18/2024 | Case Report | Window |
| 4/15/2024 | Robert Murphy | 4/18/2024 | Case Report | Window |

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|---|---|---|---|---|
| 4/15/2024 | Delores Woodard | 4/18/2024 | Case Report | Window |
| 4/15/2024 | Brandon Jackson | 4/18/2024 | Case Report | Window |
| 4/15/2024 | Donna Vanhoye | 4/18/2024 | Case Report | Window |
| 4/15/2024 | Jason Heitzman | 4/18/2024 | Case Report | Window |
| 4/16/2024 | Randy Greene | 4/19/2024 | Case Report | E-Mail |
| 4/16/2024 | Det. Anderson (KCPD) | 4/19/2024 | Case Report | E-Mail |
| 4/16/2024 | Det. Anderson (KCPD) | 4/19/2024 | Dash Cam Video | E-Mail |
| 4/16/2024 | Tressa Totta | 4/19/2024 | Case Report | E-Mail |
| 4/16/2024 | Chris Waters | 4/19/2024 | Case Report | E-Mail |
| 4/16/2024 | Chad Phillips | 4/19/2024 | Crash Report | E-Mail |
| 4/16/2024 | Phillip Stewart | 4/19/2024 | Case Report | E-Mail |
| 4/16/2024 | Connor Pace | 4/19/2024 | Case Report | E-Mail |
| 4/16/2024 | Jozie Blomquist | 4/19/2024 | Case Report | E-Mail |
| 4/16/2024 | Christopher McCarrison | 4/19/2024 | Reports | Window |
| 4/16/2024 | Deandre Ramos | 4/19/2024 | Case Report | Window |
| 4/16/2024 | Gloria Zepeda Garcia | 4/19/2024 | Crash Report | Window |
| 4/17/2024 | James Fears | 4/22/2024 | Incident Report | E-Mail |
| 4/17/2024 | Maxyne Davis | 4/22/2024 | Case Report | E-Mail |
| 4/17/2024 | Tressa Totta | 4/22/2024 | Case Report | E-Mail |
| 4/17/2024 | Jesse Weddle | 4/22/2024 | Case Report | E-Mail |
| 4/17/2024 | Maxyne Davis | 4/22/2024 | Case Report | E-Mail |
| 4/17/2024 | Madison Northup | 4/22/2024 | Reports | E-Mail |
| 4/17/2024 | Jay N | 4/22/2024 | Case Report | E-Mail |
| 4/17/2024 | Conrad Amirof | 4/22/2024 | Crash Report | Window |
| 4/17/2024 | Griselda Peri | 4/22/2024 | Case Report | Window |
| 4/17/2024 | Xiao Bing | 4/22/2024 | Crash Report | Window |
| 4/17/2024 | Eleazar Espino Diaz | 4/22/2024 | Incident Report | Window |
| 4/17/2024 | Raul Aguilar | 4/22/2024 | Case Report | Window |
| 4/17/2024 | Frank Coffey | 4/22/2024 | Reports | Window |
| 4/17/2024 | Whitney Walker | 4/22/2024 | Case Report | Window |
| 4/17/2024 | John Lawson | 4/22/2024 | Crash Report | Window |
| 4/17/2024 | Cynthia Deason | 4/22/2024 | Crash Report | Window |
| 4/18/2024 | Taylor Marshall | 4/23/2024 | Reports | E-Mail |
| 4/18/2024 | Amber Bult | 4/23/2024 | Crash Report | E-Mail |
| 4/18/2024 | Dennis Waits | 4/23/2024 | Case Report | E-Mail |
| 4/18/2024 | Jesse Peterson | 4/23/2024 | Case Report | E-Mail |
| 4/18/2024 | Jim Young | 4/23/2024 | Case Report | E-Mail |
| 4/18/2024 | Dean France | 4/23/2024 | Case Report | E-Mail |
| 4/18/2024 | Sgt Spurlock-Patterson | 4/23/2024 | Reports | E-Mail |
| 4/18/2024 | Vanessa Flores | 4/23/2024 | Crash Report | Window |
| 4/18/2024 | William Lawless | 4/23/2024 | Crash Report | Window |

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|---|---|---|---|---|
| 4/18/2024 | Melanie Valdes | 4/23/2024 | Incident Report | Window |
| 4/18/2024 | David Halphin | 4/23/2024 | Case Report | Window |
| 4/18/2024 | Kermit Glasgow | 4/23/2024 | Case Report | Window |
| 4/18/2024 | Adam Rhoades | 4/23/2024 | Reports | Window |
| | | | | |
| 4/19/2024 | Shelly Powell | 4/24/2024 | Case Report | E-Mail |
| 4/19/2024 | Kathryn Moore | 4/24/2024 | Crash Report | E-Mail |
| 4/19/2024 | Scarlett Halverson | 4/24/2024 | Case Report | E-Mail |
| 4/19/2024 | Whitney Forrest | 4/24/2024 | Reports | E-Mail |
| 4/19/2024 | Derek McFerrin | 4/24/2024 | Case Report | E-Mail |
| 4/19/2024 | Tressa King | 4/24/2024 | Case Report | E-Mail |
| 4/19/2024 | Savana Watkins | 4/24/2024 | Case Report | E-Mail |
| 4/19/2024 | KC Defense Counsel | 4/24/2024 | Case Report | E-Mail |
| 4/19/2024 | Tressa King | 4/24/2024 | Case Report | E-Mail |
| 4/19/2024 | Jim Young | 4/24/2024 | Case Report | E-Mail |
| 4/19/2024 | Ray Leiker | 4/24/2024 | Case Report | E-Mail |
| 4/19/2024 | Det. Katelyn Chastain | 4/24/2024 | Case Report | E-Mail |
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| 4/19/2024 | Sean Reilly | 4/24/2024 | Case Report | Window |
| 4/19/2024 | Daniel Gabriele | 4/24/2024 | Reports | Window |
| 4/19/2024 | Sydney Rosiak | 4/24/2024 | Incident Report | Window |
| 4/19/2024 | Robert Kern | 4/24/2024 | Case Report | Window |
| 4/19/2024 | Deb Miles | 4/24/2024 | Case Report | Window |
| 4/19/2024 | Richard Lopez | 4/24/2024 | Case Report | Window |
| 4/19/2024 | John Gruber | 4/24/2024 | Crash Report | Window |
| 4/19/2024 | Cathy Aceves | 4/24/2024 | Incident Report | Window |
| 4/19/2024 | John Beaird | 4/24/2024 | Crash Report | Window |
| 4/19/2024 | Dominique Hamon | 4/24/2024 | Crash Report | Window |
| 4/19/2024 | Jemel Mims | 4/24/2024 | Crash Report | Window |
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| 4/22/2024 | Toni Kenna | 4/25/2024 | Case Report | E-Mail |
| 4/22/2024 | Andrea Clasen | 4/25/2024 | Case Report | E-Mail |
| 4/22/2024 | Jana Campbell | 4/25/2024 | Case Report | E-Mail |
| 4/22/2024 | Whitney Forrest | 4/25/2024 | Case Report | E-Mail |
| 4/22/2024 | Darian Frazier | 4/25/2024 | Case Report | E-Mail |
| 4/22/2024 | Cody Lewis | 4/25/2024 | Case Report | E-Mail |
| 4/22/2024 | Andrea Clasen | 4/25/2024 | Case Report | E-Mail |
| 4/22/2024 | Therese Speers | 4/25/2024 | Case Report | E-Mail |
| 4/22/2024 | Madison Northup | 4/25/2024 | Case Report | E-Mail |
| 4/22/2024 | Donna Ludden | 4/25/2024 | Photos | E-Mail |
| 4/22/2024 | Yildi Rios | 4/25/2024 | Case Report | E-Mail |
| 4/22/2024 | Darren Kearns | 4/25/2024 | Incarceration Letter | E-Mail |
| 4/22/2024 | Angela Wheaton | 4/25/2024 | Case Report | E-Mail |
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| 4/22/2024 | Madison Stilts | 4/25/2024 | Case Report | Window |
| 4/22/2024 | Rickey Searie | 4/25/2024 | Case Report | Window |
| 4/22/2024 | Christina Thurber | 4/25/2024 | Case Report | Window |

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|---|---|---|---|---|
| 4/22/2024 | Marisha Lewis | 4/25/2024 | Crash Report | Window |
| 4/22/2024 | Gustavo Montoya | 4/25/2024 | Case Report | Window |
| 4/22/2024 | Jesse Weddle | 4/25/2024 | Case Report | Window |
| 4/22/2024 | Christopher Chrisco | 4/25/2024 | Case Report | Window |
| 4/22/2024 | Katie Gilpin | 4/25/2024 | Incident Report | Window |
| 4/22/2024 | Jennifer Lennox | 4/25/2024 | Case Report | Window |
| 4/22/2024 | Gina Slack | 4/25/2024 | Case Report | Fax Request |
| 4/22/2024 | Davashae Thompson | 4/25/2024 | Case Report | Fax Request |
| 4/22/2024 | Captain Joe Loring | 4/25/2024 | Case Report | Fax Request |
| 4/22/2024 | Angela Stiffler | 4/25/2024 | Reports | Fax Request |
| 4/22/2024 | FBI NICS | 4/25/2024 | Reports | Fax Request |
| 4/23/2024 | Robert Kern | 4/26/2024 | Case Report | E-Mail |
| 4/23/2024 | Lexi Thomas | 4/26/2024 | Case Report | E-Mail |
| 4/23/2024 | Isabel Blehm | 4/26/2024 | Case Report | E-Mail |
| 4/23/2024 | Joe Lampert | 4/26/2024 | Case Report | E-Mail |
| 4/23/2024 | Michelle McAfee | 4/26/2024 | Reports | E-Mail |
| 4/23/2024 | Michelle McAfee | 4/26/2024 | Reports | E-Mail |
| 4/23/2024 | Jamal Mahrukh | 4/26/2024 | Incident Report | E-Mail |
| 4/23/2024 | Mareda | 4/26/2024 | Case Report | E-Mail |
| 4/23/2024 | J Rollins | 4/26/2024 | Crash Report | Mail |
| 4/23/2024 | Tonya Hampton | 4/26/2024 | Case Report | Window |
| 4/23/2024 | John Carnes | 4/26/2024 | Case Report | Window |
| 4/23/2024 | Johnny Pryor | 4/26/2024 | Case Report | Window |
| 4/23/2024 | Molly Hastings | 4/26/2024 | Case Report | Window |
| 4/23/2024 | Molly Hastings | 4/26/2024 | Crash Report | Window |
| 4/23/2024 | Glenda Williams | 4/26/2024 | Incident Report | Window |
| 4/24/2024 | Walter Stansell | 4/29/2024 | Case Report | E-Mail |
| 4/24/2024 | Nicole Boss | 4/29/2024 | Crash Report | E-Mail |
| 4/24/2024 | Yildi Rios | 4/29/2024 | Case Report | E-Mail |
| 4/24/2024 | Samantha Thompson | 4/29/2024 | Incident Report | E-Mail |
| 4/24/2024 | Jacoby Law Firm | 4/29/2024 | Case Report | E-Mail |
| 4/24/2024 | Tyresha Martin | 4/29/2024 | Crash Report | E-Mail |
| 4/24/2024 | Barbara Puckett | 4/29/2024 | Case Report | E-Mail |
| 4/24/2024 | Madison Northup | 4/29/2024 | Case Report | E-Mail |
| 4/24/2024 | Devin Callahan | 4/29/2024 | Case Report | E-Mail |
| 4/24/2024 | Aisha Rainey | 4/29/2024 | Case Report | E-Mail |
| 4/24/2024 | Claudia Ortega | 4/29/2024 | Crash Report | E-Mail |
| 4/24/2024 | Justine Johns | 4/29/2024 | Crash Report | E-Mail |
| 4/24/2024 | Brookelyn Morris | 4/29/2024 | Case Report | E-Mail |
| 4/24/2024 | Jamie Hansen | 4/29/2024 | Case Report | E-Mail |
| 4/24/2024 | Kristie Caskey | 4/29/2024 | Crash Report | E-Mail |
| 4/24/2024 | Claudia Jimenez | 4/29/2024 | Case Report | E-Mail |

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|---|---|---|---|---|
| 4/24/2024 | Lindsay Emmot | 4/29/2024 | Incident Report | E-Mail |
| 4/24/2024 | Taylor Gifford | 4/29/2024 | Case Report | E-Mail |
| 4/24/2024 | Essence Nelson | 4/29/2024 | Case Report | E-Mail |
| 4/24/2024 | Randy Ownes | 4/29/2024 | Crash Report | E-Mail |
| 4/24/2024 | Gina Love | 4/29/2024 | Case Report | E-Mail |
| | | | | |
| 4/24/2024 | James Greenwood | 4/29/2024 | Case Report | Window |
| 4/24/2024 | Terri Golding | 4/29/2024 | Case Report | Window |
| 4/24/2024 | Mary Drape | 4/29/2024 | Case Report | Window |
| 4/24/2024 | Stephanie George | 4/29/2024 | Crash Report | Window |
| 4/24/2024 | Virginia Kilburn | 4/29/2024 | Crash Report | Window |
| 4/24/2024 | Selma Johnson | 4/29/2024 | Case Report | Window |
| 4/24/2024 | John Bragg | 4/29/2024 | Case Report | Window |
| 4/24/2024 | Bruce Strauss | 4/29/2024 | Case Report | Window |
| | | | | |
| 4/25/2024 | Monica Holsteen | 4/30/2024 | Case Report | E-Mail |
| 4/25/2024 | Nick Rippey | 4/30/2024 | Crash Report | E-Mail |
| 4/25/2024 | Shelly Reeves | 4/30/2024 | Crash Report | E-Mail |
| 4/25/2024 | Melanie Adlich | 4/30/2024 | Crash Report | E-Mail |
| 4/25/2024 | Andrea Clasen | 4/30/2024 | Case Report | E-Mail |
| 4/25/2024 | Thomas Clark | 4/30/2024 | Case Report | E-Mail |
| 4/25/2024 | Christopher Bonar | 4/30/2024 | Dash Cam Video | E-Mail |
| 4/25/2024 | Lindsey Neer | 4/30/2024 | Case Report | E-Mail |
| 4/25/2024 | Justin Joyce | 4/30/2024 | Case Report | E-Mail |
| 4/25/2024 | Jennifer Jensen | 4/30/2024 | Case Report | E-Mail |
| 4/25/2024 | Yildi Rios | 4/30/2024 | Case Report | E-Mail |
| 4/25/2024 | Yildi Rios | 4/30/2024 | Case Report | E-Mail |
| 4/25/2024 | Rodger Watkins | 4/30/2024 | Reports | E-Mail |
| | | | | |
| 4/25/2024 | Randy Warren | 4/30/2024 | Case Report | Window |
| 4/25/2024 | Linda Luker | 4/30/2024 | Crash Report | Window |
| 4/25/2024 | Brittany H arris | 4/30/2024 | Incident Report | Window |
| 4/25/2024 | Phillip Weisback | 4/30/2024 | Case Report | Window |
| 4/25/2024 | Chad Lewis | 4/30/2024 | Case Report | Window |
| 4/25/2024 | Orquidea Valeriano | 4/30/2024 | Crash Report | Window |
| 4/25/2024 | Vera Bullard | 4/30/2024 | Case Report | Window |
| 4/25/2024 | Pamela Monshower-Bennett | 4/30/2024 | Case Report | Window |
| 4/25/2024 | Ken Shipley | 4/30/2024 | Case Report | Window |
| | | | | |
| 4/26/2024 | Bud Fears | 5/1/2024 | Incident Report | E-Mail |
| 4/26/2024 | Samantha Taylor | 5/1/2024 | Crash Report | E-Mail |
| 4/26/2024 | Angelique Johnson | 5/1/2024 | Incident Report | E-Mail |
| 4/26/2024 | Kevin McAninch | 5/1/2024 | Case Report | E-Mail |
| 4/26/2024 | Daniel Morgan | 5/1/2024 | Case Report | E-Mail |
| 4/26/2024 | Malena Phegley | 5/1/2024 | Incident Report | E-Mail |
| 4/26/2024 | Jacob Vochatzer | 5/1/2024 | Case Report | E-Mail |
| 4/26/2024 | Samuel Crone | 5/1/2024 | Crash Report | E-Mail |

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|---|---|---|---|---|
| 4/26/2024 | Michelle Sherer | 5/1/2024 | Case Report | E-Mail |
| 4/26/2024 | Caleb Bruner | 5/1/2024 | Case Report | E-Mail |
| 4/26/2024 | Angelia Lett | 5/1/2024 | Crash Report | E-Mail |
| 4/26/2024 | Rodger Watkins | 5/1/2024 | Reports | E-Mail |
| 4/26/2024 | Kathleen McKechnie | 5/1/2024 | Case Report | Window |
| 4/26/2024 | Lindsey Masters | 5/1/2024 | Crash Report | Window |
| 4/26/2024 | Tammy Cook | 5/1/2024 | Case Report | Window |
| 4/26/2024 | David Smith | 5/1/2024 | Crash Report | Window |
| 4/26/2024 | Oscar Rivas Rivera | 5/1/2024 | Incident Report | Window |
| 4/29/2024 | Mark Dunn | 5/2/2024 | Case Report | E-Mail |
| 4/29/2024 | Robin Rockhold | 5/2/2024 | Case Report | E-Mail |
| 4/29/2024 | Rebecca Renner | 5/2/2024 | Crash Report | E-Mail |
| 4/29/2024 | Bernard Stanley | 5/2/2024 | Case Report | E-Mail |
| 4/29/2024 | Harry O'Dell | 5/2/2024 | Case Report | E-Mail |
| 4/29/2024 | Jana Campbell | 5/2/2024 | Case Report | E-Mail |
| 4/29/2024 | Marty Kerr | 5/2/2024 | Case Report | E-Mail |
| 4/29/2024 | Jill Ulrich | 5/2/2024 | Case Report | E-Mail |
| 4/29/2024 | Sarah Craig | 5/2/2024 | Case Report | E-Mail |
| 4/29/2024 | Kathy Lewis | 5/2/2024 | Crash Report | E-Mail |
| 4/29/2024 | Tressa King | 5/2/2024 | Case Report | E-Mail |
| 4/29/2024 | Tyler Fehringer | 5/2/2024 | Crash Report | E-Mail |
| 4/29/2024 | Tammy Courtney | 5/2/2024 | Case Report | E-Mail |
| 4/29/2024 | Madison Northup | 5/2/2024 | Case Report | E-Mail |
| 4/29/2024 | Kathleen Lee | 5/2/2024 | Crash Report | Window |
| 4/29/2024 | Marion Lewey | 5/2/2024 | Incident Report | Window |
| 4/29/2024 | Cloine Smith | 5/2/2024 | Case Report | Window |
| 4/29/2024 | Roger Grenawalt | 5/2/2024 | Case Report | Window |
| 4/29/2024 | Jennifer M. Ermey | 5/2/2024 | Crash Report | Window |
| 4/29/2024 | Terry Plumb | 5/2/2024 | Crash Report | Window |
| 4/29/2024 | Loy Williams | 5/2/2024 | Incident Report | Window |
| 4/29/2024 | Jennifer Lennox | 5/2/2024 | Case Report | Window |
| 4/29/2024 | William Swafford Jr | 5/2/2024 | Incident Report | Window |
| 4/29/2024 | Lawanda Smith | 5/2/2024 | Crash Report | Window |
| 4/29/2024 | Aaleeyah Brechbuehler | 5/2/2024 | Case Report | Window |
| 4/29/2024 | Emma Pollice | 5/2/2024 | Case Report | Fax |
| 4/29/2024 | Beth Smith | 5/2/2024 | Case Report | Fax |
| 4/29/2024 | Brian Lucas | 5/2/2024 | Case Report | Mail |
| 4/29/2024 | Sydney Wilson | 5/2/2024 | Case Report | Mail |
| 4/29/2024 | Mark E. Meyer | 5/2/2024 | Reports | Mail |
| 4/30/2024 | Julie Berry | 5/3/2024 | Case Report | E-Mail |
| 4/30/2024 | Tammy Courtney | 5/3/2024 | Case Report | E-Mail |

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|---|---|---|---|---|
| 4/30/2024 | Cindy Vann | 5/3/2024 | Case Report | E-Mail |
| 4/30/2024 | Jacqueline Thorne | 5/3/2024 | Crash Report | E-Mail |
| 4/30/2024 | Andrea Clasen | 5/3/2024 | Case Report | E-Mail |
| 4/30/2024 | Elizabeth Fraser | 5/3/2024 | Case Report | E-Mail |
| 4/30/2024 | Stephanie Russell | 5/3/2024 | Reports | E-Mail |
| 4/30/2024 | Macy Mackison | 5/3/2024 | Case Report | E-Mail |
| 4/30/2024 | Josiah Harper | 5/3/2024 | Case Report | E-Mail |
| 4/30/2024 | Ray Onwuemegbulem | 5/3/2024 | Reports | E-Mail |
| 4/30/2024 | Mike Murphy | 5/3/2024 | Photos / Video | E-Mail |
| | | | | |
| 4/30/2024 | Michael Mann III | 5/3/2024 | Crash Report | Window |
| 4/30/2024 | Lynn McMillan | 5/3/2024 | Case Report | Window |
| 4/30/2024 | Lindsey Mangels | 5/3/2024 | Case Report | Window |
| 4/30/2024 | Bret Macklin | 5/3/2024 | Case Report | Window |

**IPD Records Request Log**

| Requester email | 1st Response Date | Est. Cost/ provided Date | Payment Date |
|---|---|---|---|
| tramanda1@comcast.net<br>scrabtree@kumc.edu<br>jf@realtyaq.com<br>ryanmelton00@gmail.com<br>devyn.horsley@cityofls.net<br>nathan.anderson@kcpd.org<br>aisha.rainey@doc.mo.gov<br>aisha.rainey@doc.mo.gov<br>patricia.majors@doc.mo.gov<br>katie.garten@doc.mo.gov<br>andrew.testerman@doc.mo.gov<br>deann.smith@ks.gov<br>stevie@riverfronthomebuyers.com<br>sbutzler@kansascity.edu | 4/1/2024 | $34.40 | 4/1/2024 |
| llaughland@aol.com | 4/1/2024 | $5.00 | 4/1/2024 |
| cchrisco10@gmail.com | | | |
| gloriaaguilar1027@gmail.com<br>aliiiroderick@gmail.com<br>patangrice@yahoo.com<br>jrc-jls@sbcglobal.net<br>barry.poston@velocitiservices.com<br>brianstolfa229@gmail.com | | | |
| erikacosentino@gmail.com<br>jessica.ohler@doc.mo.gov<br>andrew.crick@health.mo.gov<br>jskill88@gmail.com<br>acole@fsmlawfirm.com<br>jim.bishop@crackerbarrel.com<br>mtestrak@amfam.com | | | |
| kcrentpartners@gmail.com<br>salyorkanyon@gmail.com<br>tylerroltgen@yahoo.com<br>tylerroltgen@yahoo.com | | | |

fredstroup5@gmail.com
whiero13@gmail.com
mdude1520@gmail.com

shakybastards@gmail.com
tbj19730@gmail.com

aabdelgawad@raymore.com

| | | | |
|---|---|---|---|
| morgan@gordonlawkc.com | 4/3/2024 | $34.40 | 4/9/2024 |
| danya.elizardo@sdcounty.ca.gov | 4/10/2024 | | |

sozsoy@amerisafe.com

rross7677@sbcglobal.net
joeblack7974@gmail.com
lewisdvante@gmail.com
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| | |
|---|---|
| alena.boese@dmlawusa.com | |
| travis.lj.roth@gmail.com | |
| andrew.testerman@doc.mo.gov | 4/5/2024 |
| nathan.anderson@kcpd.org | |
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callidanielle90@gmail.com 4/8/2024 $17.20

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jana_campbell@mow.uscourts.gov
markpandroes@gmail.com
kartie.garten@doc.mo.gov
mgibson@shelterinsurance.com

damian@bakulalaw.com 4/10/2024 $94.60 4/19/2024
damian@bakulalaw.com
damian@bakulalaw.com
damian@bakulalaw.com
damian@bakulalaw.com
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vandersliceangela@gmail.com
genoveva.quinones@doc.mo.gov
stevie@riverfronthomebuyers.com 4/15/2024
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tressa@tottalaw.com
cw007bond@gmail.com
chad.phillips@dss.mo.gov
phillip.stewart@cityofls.net
cpace@bkwflaw.com 4/16/2024 $17.20 4/23/2024
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brookelyn.morris@doc.mo.gov
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jimenezclaudia14@gmail.com

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|---|---|---|
| lemmot@northlandinjurylaw.com | | |
| gifford_taylor@yahoo.com | | |
| essence.nelson2@gmail.com | | |
| rcowensbnb@gmail.com | | |
| ginia1970@gmail.com | | |
| | | |
| maryanndrape@gmail.com | | |
| stephanie.george@altec.com | | |
| gingjr@att.net | | |
| selmajohnson234@yahoo.com | | |
| jbraggatty@yahoo.com | | |
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| madlich@shelterinsurance.com | | |
| andra.clasen@dmlawusa.com | | |
| tomclark06@comcast.net | | |
| chrisbonar87@gmail.com | 4/25/2024 | $17.20 |
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| jjoyce@topeka.org | | |
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| yildo.riostecoriche@dss.mo.gov | | |
| rodger.watkins@doc.mo.gov | | |
| | | |
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| lindagluker@gmail.com | | |
| | | |
| | | |
| | | |
| kcshipley@hotmail.com | | |
| | | |
| jwbud547@yahoo.com | | |
| s.taylor@lowelawgroup.com | | |
| angelique_johnson@mow.uscourts.gov | | |
| kevin.mcaninch@doc.mo.gov | 4/29/2024 | |
| zitci559107@gmail.com | | |
| malena@bruninglegal.com | | |
| spiritualwarrior75@gmail.com | | |
| samuel_crone@progressive.com | 4/29/2024 | |

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robinrockhold@comcast.net
rjrenner@auw.com 5/1/2024
b.stan816@gmail.com
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jana_campbell@mow.uscourts.gov
martykerr@sbcglobal.net
julrich@rubensteinre.com
sarah_loves_you0213@yahoo.com
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tressa@tottalaw.com
tfehringer@olsson.com
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aaleeyahjb@gmail.com

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sydney@millerterrylaw.com
meyerlaw78@yahoo.com 4/29/2024 $1,393.20

julie.berry@doc.mo.gov
serenity2135@proton.met

| | |
|---|---|
| cindyvann5@gmail.com | 4/30/2024 |
| jthorne@huntercassidylaw.com | 4/30/2024 |
| andrea.clasen@dmlawusa.com | |
| elizabeth.fraser@doc.mo.gov | |
| stephanie@kansascityfamilylaw.com | |
| m3mackison@gmail.com | |
| harlerlawkc@gmail.com | |
| ray.onwuemegbulem@doc.mo.gov | |
| mmurphy@etkclaw.com | |
| | |
| karenmann74@gmail.com | |
| lumcmillan@comcast.net | |
| | |
| nilkcam@netzero.net | |

| Payment Amount | Final response Date | Departments involved | Comments |
|---|---|---|---|
| | 4/1/2024 | Police | |
| | 4/1/2024 | Police | |
| $34.40 | 4/1/2024 | Police | |
| | 4/1/2024 | Police | |
| | 4/1/2023 | Police | |
| | 4/1/2024 | Police | |
| | 4/1/2024 | Police | |
| | 4/1/2024 | Police | |
| | 4/2/2024 | Police | |
| | 4/2/2024 | Police | |
| | 4/2/2024 | Police | |
| | 4/2/2024 | Police | |
| | 4/2/2024 | Police | |
| | 4/10/2024 | Police | |
| $5.00 | 4/1/2024 | Police | Provided SASE |
| | 4/1/2024 | Police | |
| | 4/1/2024 | Police | |
| | 4/1/2024 | Police | |
| | 4/1/2024 | Police | |
| | 4/1/2024 | Police | |
| | 4/1/2024 | Police | |
| | 4/1/2024 | Police | |
| | 4/1/2024 | Police | |
| | 4/1/2024 | Police | |
| | 4/2/2024 | Police | |
| | 4/4/2024 | Police | Open Case - Initial Provided Only |
| | 4/10/2024 | Police | Open Case - Initial Provided Only |
| | 4/2/2024 | Police | |
| | 4/2/2024 | Police | |
| | 4/2/2024 | Police | |
| | 4/3/2024 | Police | |
| | 4/2/2024 | Police | |
| | 4/2/2024 | Police | |
| | 4/2/2024 | Police | |
| | 4/2/2024 | Police | |

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|---|---|---|---|
| | 4/2/2024 | Police | |
| | 4/2/2024 | Police | |
| | 4/2/2024 | Police | |
| | 4/2/2024 | Police | |
| | 4/2/2024 | Police | |
| | 4/2/2024 | Police | |
| | 4/2/2024 | Police | |
| | 4/2/2024 | Police | No Record Found |
| $34.40 | 4/9/2024 | Police | |
| | 4/19/2024 | Police | Open Case - Waiting on Detective Reponse |
| | 4/3/2024 | Police | E-Mailed Crash Report |
| | 4/3/2024 | Police | |
| | 4/3/2024 | Police | |
| | 4/3/2024 | Police | |
| | 4/3/2024 | Police | |
| | 4/3/2024 | Police | |
| | 4/3/2024 | Police | |
| | 4/3/2024 | Police | |
| | 4/3/2024 | Police | Open Case - Initial Provided Only |
| | 4/3/2024 | Police | |
| | 4/4/2024 | Police | |
| | 4/4/2024 | Police | |
| | 4/4/2024 | Police | |
| | 4/6/2024 | Police | |
| | 4/5/2024 | Police | |
| | 4/5/2024 | Police | |
| | 4/5/2024 | Police | |
| | 4/5/2024 | Police | Open Case - Initial Provided Only |
| | 4/5/2024 | Police | |
| | 4/4/2024 | Police | |
| | 4/4/2024 | Police | |
| | 4/4/2024 | Police | |
| | 4/4/2024 | Police | |
| | 4/4/2024 | Police | |
| | 4/6/2024 | Police | |
| | 4/5/2024 | Police | |
| | 4/19/2024 | Police | Report Not Complete |
| | 4/5/2024 | Police | |
| | 4/5/2024 | Police | |
| | 4/5/2024 | Police | |

| | | |
|---|---|---|
| 4/5/2024 | Police | |
| 4/5/2024 | Police | |
| 4/8/2024 | Police | |
| 4/8/2024 | Police | |
| 4/8/2024 | Police | |
| 4/8/2024 | Police | |
| | Police | |
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| 4/5/2024 | Police | |
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| 4/8/2024 | Police | |
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| 4/8/2024 | Police | |
| 4/8/2024 | Police | |
| 4/8/2024 | Police | |
| 4/8/2024 | Police | Open Case - Initial Provided Only |
| 4/8/2024 | Police | |
| 4/9/2024 | Police | Sent Through Axon |
| 4/9/2024 | Police | |
| 4/9/2024 | Police | |
| 4/9/2024 | Police | |
| | | |
| 4/8/2024 | Police | |
| 4/8/2024 | Police | |
| 4/8/2024 | Police | |
| 4/8/2024 | Police | |
| 4/8/2024 | Police | |
| 4/8/2024 | Police | |
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| 4/9/2024 | Police | |

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| | 4/9/2024 | Police | |
| | 4/9/2024 | Police | |
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| | 4/10/2024 | Police | |
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| | 4/9/2024 | Police | |
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| | 4/9/2024 | Police | |
| | 4/9/2024 | Police | |
| | 4/9/2024 | Police | |
| | 4/9/2024 | Police | |
| | 4/9/2024 | Police | |
| | 4/9/2024 | Police | |
| | 4/9/2024 | Police | |
| | | | |
| | 4/11/2024 | Police | |
| | 4/10/2024 | Police | |
| | 4/10/2024 | Police | |
| | 4/10/2024 | Police | |
| | 4/10/2024 | Police | |
| | 4/10/2024 | Police | |
| | 4/10/2024 | Police | |
| | 4/11/2024 | Police | No Record Found |
| | 4/11/2024 | Police | |
| | | | |
| $94.60 | 4/25/2024 | Police | Picked Up At Records Window |
| | 4/10/2024 | Police | |
| | 4/10/2024 | Police | |
| | 4/10/2024 | Police | |
| | 4/10/2024 | Police | |
| | 4/10/2024 | Police | |
| | 4/10/2024 | Police | |
| | 4/10/2024 | Police | Open Case - Initial Provided Only |
| | 4/10/2024 | Police | |
| | 4/10/2024 | Police | |
| | 4/10/2024 | Police | |
| | 4/10/2024 | Police | |
| | 4/10/2024 | Police | |
| | 4/10/2024 | Police | |

| | | |
|---|---|---|
| 4/15/2024 | Police | Open Case - Initial Provided Only |
| | Police | Whitney Gray Homicide 2016-78951 |
| 4/11/2024 | Police | |
| 4/11/2024 | Police | |
| 4/11/2024 | Police | |
| 4/11/2024 | Police | Sent Through Axon |
| 4/11/2024 | Police | |
| 4/12/2024 | Police | |
| 4/11/2024 | Police | |
| 4/12/2024 | Police | Open Case - Initial Provided Only |
| | | |
| 4/11/2024 | Police | |
| 4/11/2024 | Police | |
| 4/11/2024 | Police | |
| 4/11/2024 | Police | |
| 4/11/2024 | Police | |
| | | |
| 4/15/2024 | Police | Open Case - Initial Provided Only |
| 4/12/2024 | Police | |
| 4/12/2024 | Police | |
| 4/12/2024 | Police | |
| 4/12/2024 | Police | No Records Found |
| 4/15/2024 | Police | |
| | | |
| 4/12/2024 | Police | |
| 4/12/2024 | Police | |
| 4/12/2024 | Police | |
| 4/12/2024 | Police | |
| 4/12/2024 | Police | |
| 4/12/2024 | Police | |
| 4/12/2024 | Police | |
| 4/12/2024 | Police | |
| 4/12/2024 | Police | Open Case - Initial Provided Only |
| 4/12/2024 | Police | |
| 4/12/2024 | Police | Call Notes Requested |
| | | |
| 4/15/2024 | Police | |
| 4/15/2024 | Police | |
| 4/19/2024 | Police | Report Not Ready |
| 4/16/2024 | Police | |
| 4/17/2024 | Police | No Records Found |
| 4/16/2024 | Police | |
| 4/16/2024 | Police | |
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| 4/15/2024 | Police | |
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| | 4/15/2024 | Police | |
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| | 4/16/2024 | Police | |
| | 4/16/2024 | Police | |
| | 4/16/2024 | Police | Sent Through Axon |
| | 4/16/2024 | Police | |
| | 4/16/2024 | Police | |
| | 4/16/2024 | Police | Open Case - Crash Report Provided Only |
| | 4/16/2024 | Police | Open Case - Initial Provided Only |
| $17.20 | 4/23/2024 | Police | Sent Through Axon |
| | 4/16/2024 | Police | |
| | 4/16/2024 | Police | |
| | 4/16/2024 | Police | |
| | 4/16/2024 | Police | |
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| | 4/18/2024 | Police | |
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| | 4/17/2024 | Police | |
| | 4/17/2024 | Police | |
| $43.00 | 4/30/2024 | Police | |
| | 4/18/2024 | Police | |
| | 4/18/2024 | Police | Open Case - Initial Provided Only |
| | 4/18/2024 | Police | Open Case - Initial Provided Only |
| | 4/19/2024 | Police | |
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| 4/18/2024 | Police | |
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| 4/19/2024 | Police | Open Case - Initial Provided Only |
| 4/19/2024 | Police | |
| 4/19/2024 | Police | Open Case - Initial Provided Only |
| 4/22/2024 | Police | |
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| 4/22/2024 | Police | |
| 4/25/2024 | Police | |
| 4/22/2024 | Police | |
| 4/22/2024 | Police | |
| 4/22/2024 | Police | No Record Found |
| 4/22/2024 | Police | |
| 4/22/2024 | Police | |
| 4/23/2024 | Police | Report Not Ready |
| 4/22/2024 | Police | |
| 4/23/2024 | Police | Sent Through Axon |
| 4/23/2024 | Police | |
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| 4/22/2024 | Police | |
| 4/22/2024 | Police | Faxed Reports To Requestor |
| 4/22/2024 | Police | Faxed Reports To Requestor |
| 4/23/2024 | Police | |
| 4/23/2024 | Police | |
| 4/23/2024 | Police | |
| 4/23/2024 | Police | |
| 4/23/2024 | Police | No Reports Found |
| 4/23/2024 | Police | |
| 4/23/2024 | Police | |
| 4/23/2024 | Police | |
| 4/23/2024 | Police | E-Mailed To Requestor |
| 4/23/2024 | Police | |
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| 4/24/2024 | Police | Open Case - Initial Provided Only |

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| 4/25/2024 | Police | Sent Through Axon |
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| 4/25/2024 | Police | Open Case - Initial Provided Only |
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| 4/26/2024 | Police | |
| 4/29/2024 | Police | |
| 4/29/2024 | Police | |
| 5/7/2024 | Police | Report Not Ready |
| 4/29/2024 | Police | Open Case - Initial Provided Only |
| 4/29/2024 | Police | |
| 5/1/2024 | Police | |
| 5/16/2024 | Police | Report Not Ready |

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| 4/29/2024 | Police | |
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| 4/26/2024 | Police | Open Case - Initial Provided Only |
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| 4/29/2024 | Police | |
| 4/29/2024 | Police | |
| | Police | Report Not Ready |
| 4/29/2024 | Police | |
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| 4/29/2024 | Police | |
| 4/29/2024 | Police | Open Case - Initial Provided Only |
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| 4/29/2024 | Police | Open Case - Initial Provided Only |
| 4/29/2024 | Police | |
| | Police | All Private Tows 2023-Present |
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| 4/30/2024 | Police | |
| 4/30/2024 | Police | |

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| 5/10/2024 | Police | Report Not Ready |
| 5/7/2024 | Police | Report Not Ready |
| 4/30/2024 | Police | |
| 4/30/2024 | Police | |
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| 4/30/2024 | Police | |
| 4/30/2024 | Police | |
| 4/30/2024 | Police | |
| 5/2/2024 | Police | Sent Through Axon |
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| 4/30/2024 | Police | |
| 4/30/2024 | Police | |
| 4/30/2024 | Police | |
| 4/30/2024 | Police | |

| Clerk Staff Assigned |
| --- |
| E. Doherty |
| T. Hurley |
| K. Bailey |
| E. Doherty |
| J. Whitfield |
| J. Whitfield |
| K. Eichost |
| K. Eichost |
| T. Hurley |
| T. Hurley |
| J. Whitfield |
| J. Whitfield |
| K. Bailey |
| E. Doherty |
| |
| K. Bailey |
| |
| J. Whitfield |
| J. Whitfield |
| J. Whitfield |
| E. Doherty |
| E. Doherty |
| T. Hurley |
| T. Hurley |
| S. Pendleton |
| S. Pendleton |
| |
| J. Whitfield |
| T. Hurley |
| J. Whitfield |
| S. Pendleton |
| S. Pendleton |
| S. Pendleton |
| K. Bailey |
| |
| J. Whitfield |
| J. Whitfield |
| J. Whitfield |
| J. Whitfield |

T. Hurley
T. Hurley
S. Pendleton
S. Pendleton
S. Pendleton
S. Pendleton
J. Whitfield

J. Whitfield

J. Whitfield
J. Whitfield

K. Bailey

R. Stivers
S. Pendleton
S. Pendleton
S. Pendleton
J. Whitfield
J. Whitfield
J. Whitfield
J. Whitfield
J. Whitfield

J. Whitfield
E. Doherty
T. Hurley
E. Doherty
T. Hurley
K. Bailey
T. Hurley
E. Doherty
T. Hurley

T. Hurley
T. Hurley
E. Doherty
J. Whitfield
J. Whitfield

E. Doherty
T. Hurley
J. Whitfield
J. Whitfield
T. Hurley
J. Whitfield

E. Doherty
T. Hurley
E. Doherty
E. Doherty
J. Whitfield
E. Doherty

J. Whitfield
J. Whitfield
J. Whitfield
T. Hurley
T. Hurley
E. Doherty
E. Doherty
E. Doherty
S. Pendleton
S. Pendleton
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S. Pendleton
S. Pendleton

E. Doherty
E. Doherty
J. Whitfield
J. Whitfield
K. Bailey
E. Doherty
E. Doherty
J. Whitfield
K. Bailey
E. Doherty
T. Hurley
E. Doherty

J. Whitfield
J. Whitfield
J. Whitfield
J. Whitfield
J. Whitfield
E. Doherty
E. Doherty
E. Doherty
M. Cook
M. Cook

E. Doherty

T. Hurley
J. Whitfield
K. Bailey
T. Hurley
E. Doherty
E. Doherty
K. Bailey
J. Whitfield
T. Hurley
E. Doherty

M. Cook
J. Whitfield
J. Whitfield
E. Doherty
E. Doherty
E. Doherty
T. Hurley
T. Hurley
M. Cook
S. Pendleton

T. Hurley
E. Doherty
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J. Whitfield

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T. Hurley
T. Hurley
E. Doherty
M. Cook
S. Pendleton
J. Whitfield

T. Hurley
K. Bailey 1352
E. Doherty
T. Hurley
E. Doherty
K. Bailey
T. Hurley
T. Hurley
K. Bailey
J. Whitfield

J. Whitfield
J. Whitfield
T. Hurley
T. Hurley
E. Doherty

T. Hurley
K. Bailey
K. Bailey
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J. Whitfield
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J. Whitfield
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J. Whitfield
J. Whitfield
T. Hurley
T. Hurley
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S. Pendleton
S. Pendleton
S. Pendleton
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T. Hurley
E. Doherty
T. Hurley
E. Doherty
J. Whitfield
K. Bailey
E. Doherty

T. Hurley
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E. Doherty
E. Doherty
E. Doherty
S. Pendleton

E. Doherty
E. Doherty
K. Bailey
E. Doherty
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K. Bailey
K. Eichost
K. Eichost
K. Eichost

J. Whitfield
E. Doherty
M. Cook

K. Bailey
E. Doherty
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K. Bailey
E. Doherty
E. Doherty
T. Hurley

J. Whitfield
J. Whitfield
J. Whitfield
E. Doherty
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J. Whitfield
K. Bailey
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T. Hurley
E. Doherty
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M. Cook
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K. Bailey
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S. Pendleton
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J. Whitfield
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E. Doherty
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S. Pendleton

M. Cook
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E. Doherty
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E. Doherty
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E. Doherty
S. Pendleton
S. Pendleton
K. Bailey

J. Whitfield
E. Doherty
E. Doherty
E. Doherty

Pending further info from Staff

Awaiting Funds

3rd Business Day Follow Up

Funds Received

Pending Requester

Legal Review

| Date Received | Requester Name | Response Required by Date | Records requested | How request received |
|---|---|---|---|---|
| 5/1/2024 | Lisa Autry | 5/6/2024 | Case Report | E-Mail |
| 5/1/2024 | Diane Hansen | 5/6/2024 | Case Report | E-Mail |
| 5/1/2024 | Debi Perry | 5/6/2024 | Case Report | E-Mail |
| 5/1/2024 | Holly Gilmore | 5/6/2024 | Case Report | E-Mail |
| 5/1/2024 | Joseph Smith | 5/6/2024 | Crash Report | E-Mail |
| 5/1/2024 | Tressa King | 5/6/2024 | Case Report | E-Mail |
| 5/1/2024 | Yildi Rios | 5/6/2024 | Case Report | E-Mail |
| 5/1/2024 | Tamera Allen | 5/6/2024 | Case Report | E-Mail |
| 5/1/2024 | Justine Robinson | 5/6/2024 | Reports | E-Mail |
| 5/1/2024 | Donald Main | 5/6/2024 | Reports | E-Mail |
| | | | | |
| 5/1/2024 | Kristen McMillian | 5/6/2024 | Case Report | Window |
| 5/1/2024 | Alayna Orsini | 5/6/2024 | Incident Report | Window |
| 5/1/2024 | Willie Golden | 5/6/2024 | Case Report | Window |
| 5/1/2024 | Angela Douglas | 5/6/2024 | Incident Report | Window |
| 5/1/2024 | Tiffany Williams | 5/6/2024 | Case Report | Window |
| 5/1/2024 | Eugenia Abernathy | 5/6/2024 | Case Report | Window |
| 5/1/2024 | Jack Wickizer | 5/6/2024 | Crash Report | Window |
| 5/1/2024 | Shane Trusty | 5/6/2024 | Crash Report | Window |
| 5/1/2024 | Angelica De La Cruz | 5/6/2024 | Case Report | Window |
| 5/1/2024 | Sean Shelton | 5/6/2024 | Crash Report | Window |
| | | | | |
| 5/1/2024 | FBI NCIS | 5/6/2024 | Case Report | Fax |
| | | | | |
| 5/2/2024 | Sarah Caswell | 5/7/2024 | Case Report | E-Mail |
| 5/2/2024 | Tressa King | 5/7/2024 | Case Report | E-Mail |
| 5/2/2024 | Andrew Couch | 5/7/2024 | Case Report | E-Mail |
| 5/2/2024 | Tressa King | 5/7/2024 | Case Report | E-Mail |
| 5/2/2024 | Megan McCartney | 5/7/2024 | Crash Report | E-Mail |
| 5/2/2024 | Keith Rouse | 5/7/2024 | Case Report | E-Mail |
| 5/2/2024 | Anna Blanck | 5/7/2024 | Case Report | E-Mail |
| 5/2/2024 | Alvin Jones | 5/7/2024 | Case Report | E-Mail |
| | | | | |
| 5/2/2024 | Vickie Thompson | 5/7/2024 | Case Report | Window |
| 5/2/2024 | Imran Ayub | 5/7/2024 | Case Report | Window |
| 5/2/2024 | Patricia Haislip | 5/7/2024 | Case Report | Window |
| 5/2/2024 | Laura Gomez | 5/7/2024 | Case Report | Window |
| 5/2/2024 | Patricia Crease | 5/7/2024 | Case Report | Window |

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|---|---|---|---|---|
| 5/3/2024 | Daniel Wansing | 5/8/2024 | Case Report | E-Mail |
| 5/3/2024 | Karlie Murray | 5/8/2024 | Case Report | E-Mail |
| 5/3/2024 | Andy Keil | 5/8/2024 | Case Report | E-Mail |
| 5/3/2024 | Ashley Linder | 5/8/2024 | Case Report | E-Mail |
| 5/3/2024 | Desira Casper | 5/8/2024 | Case Report | E-Mail |
| 5/3/2024 | Stephanie Sharp | 5/8/2024 | Case Report | E-Mail |
| 5/3/2024 | Dennis Waits | 5/8/2024 | Case Report | E-Mail |
| 5/3/2024 | Dima Abu Maria | 5/8/2024 | Incident Reports | E-Mail |
| 5/3/2024 | KC Defense Counsel | 5/8/2024 | Case Report | E-Mail |
| 5/3/2024 | Sarah Weter | 5/8/2024 | Case Report | E-Mail |
| 5/3/2024 | Mike Fatino | 5/8/2024 | Crash Report | E-Mail |
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| 5/3/2024 | Anthony Summer | 5/8/2024 | Case Report | Window |
| 5/3/2024 | Charlie Cervas | 5/8/2024 | Case Report | Window |
| 5/3/2024 | Tautala Manino | 5/8/2024 | Crash Report | Window |
| 5/3/2024 | Kevin Coryell | 5/8/2024 | Case Report | Window |
| 5/3/2024 | Daniel Gabriele | 5/8/2024 | Case Report | Window |
| 5/3/2024 | Breann Butler | 5/8/2024 | Reports | Window |
| 5/3/2024 | Annjeanette Cooper | 5/8/2024 | Case Report | Window |
| 5/3/2024 | Giovana Solar | 5/8/2024 | Case Report | Window |
| | | | | |
| 5/3/2024 | Cindy Bisges | 5/8/2024 | Case Report | Mail |
| | | | | |
| 5/6/2024 | Quentin Leibold | 5/9/2024 | Crash Report | E-Mail |
| 5/6/2024 | Stephanie Brown | 5/9/2024 | Case Report | E-Mail |
| 5/6/2024 | BK Kennedy | 5/9/2024 | Case Report | E-Mail |
| 5/6/2024 | Holly Rockley | 5/9/2024 | Case Report | E-Mail |
| 5/6/2024 | Larryn Lewis | 5/9/2024 | Case Report | E-Mail |
| 5/6/2024 | John Lunn | 5/9/2024 | Crash Report | E-Mail |
| 5/6/2024 | Ashley Lindner | 5/9/2024 | Case Report | E-Mail |
| 5/6/2024 | Maria Aponte-Ramose | 5/9/2024 | Case Reports | E-Mail |
| 5/6/2024 | Ariana Adams | 5/9/2024 | Crash Report | E-Mail |
| 5/6/2024 | Fabiola Camacho | 5/9/2024 | Case Report | E-Mail |
| 5/6/2024 | Mary Malicoat | 5/9/2024 | Case Report | E-Mail |
| 5/6/2024 | Ashley Lindner | 5/9/2024 | Case Report | E-Mail |
| 5/6/2024 | Tressa King | 5/9/2024 | Case Report | E-Mail |
| 5/6/2024 | Michelle Brown | 5/9/2024 | Case Report | E-Mail |
| 5/6/2024 | Michelle Brown | 5/9/2024 | Case Report | E-Mail |
| | | | | |
| 5/6/2024 | Manus Tarau | 5/9/2024 | Case Report | Window |
| 5/6/2024 | Doris Lion | 5/9/2024 | Crash Report | Window |
| 5/6/2024 | Raquel Reyna | 5/9/2024 | Case Report | Window |
| 5/6/2024 | Bill Carnes | 5/9/2024 | Case Report | Window |
| 5/6/2024 | Yuli Wong | 5/9/2024 | Case Report | Window |
| 5/6/2024 | Barbara Harris | 5/9/2024 | Crash Report | Window |
| 5/6/2024 | Bob Yancey | 5/9/2024 | Case Report | Window |
| 5/6/2024 | Jennifer Flores | 5/9/2024 | Case Report | Window |

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|---|---|---|---|---|
| 5/6/2024 | Janae Westmorland | 5/9/2024 | Crash Report | Window |
| 5/6/2024 | Mikail Lopez | 5/9/2024 | Crash Report | Window |
| 5/6/2024 | Andrea Perez-Dominguez | 5/9/2024 | Crash Report | Window |
| 5/6/2024 | Christine Wesley | 5/9/2024 | Reports | Window |
| 5/6/2024 | Amanda Porter | 5/9/2024 | Incident Reports | Window |
| 5/6/2024 | Kermit Glasgow | 5/9/2024 | Case Report | Window |
| 5/6/2024 | Vernan West | 5/9/2024 | Case Report | Window |
| | | | | |
| 5/7/2024 | Robert Martin | 5/10/2024 | Case Report | E-Mail |
| 5/7/2024 | Pam Mitchell | 5/10/2024 | Case Report | E-Mail |
| 5/7/2024 | Russ Atwell | 5/10/2024 | Case Report | E-Mail |
| 5/7/2024 | Ahmed Hasanovic | 5/10/2024 | Case Report | E-Mail |
| 5/7/2024 | William Wagner | 5/10/2024 | Crash Report | E-Mail |
| 5/7/2024 | Yildi Rios | 5/10/2024 | Case Report | E-Mail |
| 5/7/2024 | Jodie Blackburn | 5/10/2024 | Case Report | E-Mail |
| 5/7/2024 | Michelle Avery | 5/10/2024 | Case Report | E-Mail |
| 5/7/2024 | Phillip Stewart | 5/10/2024 | Case Report | E-Mail |
| 5/7/2024 | Yildi Rios | 5/10/2024 | Case Report | E-Mail |
| 5/7/2024 | Haley Arnel | 5/10/2024 | Case Report | E-Mail |
| 5/7/2024 | Nick Stobbart | 5/10/2024 | Case Report | E-Mail |
| | | | | |
| 5/7/2024 | David Becker | 5/10/2024 | Crash Report | Window |
| 5/7/2024 | John Spencer | 5/10/2024 | Case Report | Window |
| 5/7/2024 | Samuel Buccero | 5/10/2024 | Case Report | Window |
| 5/7/2024 | Gary King | 5/10/2024 | Case Report | Window |
| 5/7/2024 | Maria Escobar | 5/10/2024 | Case Report | Window |
| | | | | |
| 5/7/2024 | Captain Aly Abdelgawad | 5/10/2024 | Background Check | Fax |
| 5/7/2024 | Det. Kevin White | 5/10/2024 | Case Report | Fax |
| 5/7/2024 | FBI NICS | 5/10/2024 | Case Report | Fax |
| 5/7/2024 | Yildi Rios | 5/10/2024 | Case Report | Fax |
| 5/7/2024 | Melissa May | 5/10/2024 | Case Report | Fax |
| | | | | |
| 5/8/2024 | Susanne Keeton | 5/13/2024 | Reports | E-Mail |
| 5/8/2024 | Jana Campbell | 5/13/2024 | Case Report | E-Mail |
| 5/8/2024 | Mark Forest | 5/13/2024 | Case Report | E-Mail |
| 5/8/2024 | Jana Campbell | 5/13/2024 | Case Report | E-Mail |
| 5/8/2024 | Jason Holt | 5/13/2024 | Case Report | E-Mail |
| 5/8/2024 | Jana Campbell | 5/13/2024 | Case Report | E-Mail |
| 5/8/2024 | Susan Richart | 5/13/2024 | Background Check | E-Mail |
| | | | | |
| 5/9/2024 | Cathy Brooks | 5/14/2024 | Crash Report | E-Mail |
| 5/9/2024 | Brookelyn Morris | 5/14/2024 | Incarceration Letter | E-Mail |
| 5/9/2024 | Fatima De La Torre | 5/14/2024 | Case Report | E-Mail |
| 5/9/2024 | Alena Boese | 5/14/2024 | Case Report | E-Mail |
| 5/9/2024 | Charles Stinger | 5/14/2024 | Case Report | E-Mail |
| 5/9/2024 | Jennifer Khan | 5/14/2024 | Crash Report | E-Mail |

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|---|---|---|---|---|
| 5/9/2024 | Jana Campbell | 5/14/2024 | Case Report | E-Mail |
| 5/9/2024 | Jennifer Jimenez | 5/14/2024 | Case Report | E-Mail |
| 5/9/2024 | Joseph Lampert | 5/14/2024 | Case Report | E-Mail |
| 5/9/2024 | Annika Mitchell | 5/14/2024 | Case Report | E-Mail |
| 5/9/2024 | Mimi | 5/14/2024 | Case Report | E-Mail |
| 5/9/2024 | Terron Winkley | 5/14/2024 | Case Report | E-Mail |
| 5/9/2024 | Rod Ford | 5/14/2024 | Crash Report | E-Mail |
| 5/9/2024 | Brookelyn Morris | 5/14/2024 | Case Report | E-Mail |
| 5/9/2024 | Noelle Dickson | 5/14/2024 | Reports | E-Mail |
| 5/9/2024 | Christa Lane | 5/14/2024 | Crash Report | Window |
| 5/9/2024 | Sharon Neal | 5/14/2024 | Incident Reports | Window |
| 5/9/2024 | Ashley Lambros Quinn | 5/14/2024 | Case Report | Window |
| 5/9/2024 | Paige Waits | 5/14/2024 | Crash Report | Window |
| 5/9/2024 | Jesse King | 5/14/2024 | Case Report | Window |
| 5/9/2024 | Steven Kohn | 5/14/2024 | Case Report | Window |
| 5/9/2024 | Victoria Johnson | 5/14/2024 | Case Report | Window |
| 5/9/2024 | Moenisha Shelley | 5/14/2024 | Case Report | Window |
| 5/9/2024 | Samuel J. Buccero | 5/14/2024 | Case Report | Window |
| 5/9/2024 | Carol Dobson | 5/14/2024 | Crash Report | Window |
| 5/9/2024 | Taylor Invictus | 5/14/2024 | Incident Report | Window |
| 5/10/2024 | David Wansing | 5/15/2024 | Case Report | E-Mail |
| 5/10/2024 | Neil Harmon | 5/15/2024 | Case Report | E-Mail |
| 5/10/2024 | Britany West | 5/15/2024 | Case Report | E-Mail |
| 5/10/2024 | Stephanie Bray | 5/15/2024 | Crash Report | E-Mail |
| 5/10/2024 | Maria Aponte-Ramos | 5/15/2024 | Case Report | E-Mail |
| 5/10/2024 | Britny Smith | 5/15/2024 | Crash Report | E-Mail |
| 5/10/2024 | Beth Anne Wilson | 5/15/2024 | Case Report | E-Mail |
| 5/10/2024 | Heather Rohrbach | 5/15/2024 | Case Report | Window |
| 5/10/2024 | Michael Ward | 5/15/2024 | Case Report | Window |
| 5/10/2024 | Elier Gonzalez | 5/15/2024 | Case Report | Window |
| 5/10/2024 | Daniel Sterling | 5/15/2024 | Case Report | Window |
| 5/10/2024 | Frankie Moreland | 5/15/2024 | Crash Report | Window |
| 5/10/2024 | Kathy Martinson | 5/15/2024 | Crash Report | Window |
| 5/10/2024 | Danny Thomas | 5/15/2024 | Case Report | Window |
| 5/10/2024 | Joseph Williams | 5/15/2024 | Case Report | Window |
| 5/10/2024 | Amanda Hogan | 5/15/2024 | Case Report | Window |
| 5/10/2024 | Lawrence Paxton | 5/15/2024 | Case Report | Window |
| 5/10/2024 | FBI NICS | 5/15/2024 | Reports | Fax |
| 5/13/2024 | Jessica Ohler | 5/16/2024 | Reports | E-Mail |
| 5/13/2024 | No Name | 5/16/2024 | Case Report | E-Mail |
| 5/13/2024 | Maria Aponte Ramos | 5/16/2024 | Case Report | E-Mail |
| 5/13/2024 | Wally Stansell | 5/16/2024 | Case Report | E-Mail |

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|---|---|---|---|---|
| 5/13/2024 | Lisa Pietzsch | 5/16/2024 | Crash Report | E-Mail |
| 5/13/2024 | Cindy Stuck | 5/16/2024 | Case Report | E-Mail |
| 5/13/2024 | Melinda Hailey | 5/16/2024 | Case Report | E-Mail |
| 5/13/2024 | Richard Wells | 5/16/2024 | Crash Report | E-Mail |
| 5/13/2024 | Gary Dupin | 5/16/2024 | Dash Cam Video | E-Mail |
| 5/13/2024 | Dennis Waits | 5/16/2024 | Report / Video | E-Mail |
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| 5/13/2024 | Joanne Beighley | 5/16/2024 | Incident Reports | Window |
| 5/13/2024 | Mikayla Garcia | 5/16/2024 | Case Report | Window |
| 5/13/2024 | Nicholas Marquez | 5/16/2024 | Crash Report | Window |
| 5/13/2024 | Sue Spotwood | 5/16/2024 | Incarceration Letter | Window |
| 5/13/2024 | Gary Graves | 5/16/2024 | Incident Report | Window |
| 5/13/2024 | Robert Warmer | 5/16/2024 | Case Report | Window |
| 5/13/2024 | Carlos Sanchez | 5/16/2024 | Case Report | Window |
| 5/13/2024 | Kim Pyles | 5/16/2024 | Case Report | Window |
| 5/13/2024 | Randall Houston | 5/16/2024 | Case Report | Window |
| 5/13/2024 | Guadalupe Banuelos | 5/16/2024 | Incident Report | Window |
| | | | | |
| 5/14/2024 | Jessica Ohler | 5/17/2024 | Case Report | E-Mail |
| 5/14/2024 | Kortni Brown | 5/17/2024 | Case Report | E-Mail |
| 5/14/2024 | Meredith Hall | 5/17/2024 | Crash Report | E-Mail |
| 5/14/2024 | Alex Fox | 5/17/2024 | Case Report | E-Mail |
| 5/14/2024 | Yildi Rios | 5/17/2024 | Case Report | E-Mail |
| 5/14/2024 | Holly Rockley | 5/17/2024 | Case Report | E-Mail |
| 5/14/2024 | Bonnie Wells | 5/17/2024 | Case Report | E-Mail |
| 5/14/2024 | Benjamin Arnold | 5/17/2024 | Reports | E-Mail |
| 5/14/2024 | Melissa Corcoran | 5/17/2024 | Case Report | E-Mail |
| 5/14/2024 | Cathy Brooks | 5/17/2024 | Case Report | E-Mail |
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| 5/14/2024 | Rocio Salgado | 5/17/2024 | Case Reports | Window |
| 5/14/2024 | Brandi Bishop | 5/17/2024 | Reports | Window |
| 5/14/2024 | David Arnold | 5/17/2024 | Crash Report | Window |
| 5/14/2024 | Mark Wegenka | 5/17/2024 | Case Report | Window |
| 5/14/2024 | Jena Worthley | 5/17/2024 | Crash Report | Window |
| 5/14/2024 | Steven Abasta | 5/17/2024 | Case Report | Window |
| 5/14/2024 | K. Louis Caskey | 5/17/2024 | Case Report | Window |
| 5/14/2024 | Jimmy Smith | 5/17/2024 | Incident Report | Window |
| 5/14/2024 | Abel Santiago | 5/17/2024 | Crash Report | Window |
| 5/14/2024 | Robert Kreeger | 5/17/2024 | Case Report | Window |
| 5/14/2024 | Barbara Harris | 5/17/2024 | Crash Report | Window |
| 5/14/2024 | Marjorie McIntosh | 5/17/2024 | Case Report | Window |
| 5/14/2024 | Alexander Tomell | 5/17/2024 | Case Report | Window |
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| 5/14/2024 | Medical Examiner | 5/17/2024 | Case Report | Fax |
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| 5/15/2024 | Nancy Bennatts | 5/20/2024 | Crash Report | E-Mail |
| 5/15/2024 | Travis Roth | 5/20/2024 | Case Report | E-Mail |

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|---|---|---|---|---|
| 5/15/2024 | Tommy Taulbee | 5/20/2024 | Case Report | E-Mail |
| 5/15/2024 | Stephanie Brisk | 5/20/2024 | Case Report | E-Mail |
| 5/15/2024 | Brookelyn Morris | 5/20/2024 | Incident Report | E-Mail |
| 5/15/2024 | Mary Malicoat | 5/20/2024 | Case Report | E-Mail |
| 5/15/2024 | Jana Campbell | 5/20/2024 | Reports | E-Mail |
| 5/15/2024 | Deborah Stoner | 5/20/2024 | Case Report | E-Mail |
| 5/15/2024 | Briana Corso | 5/20/2024 | Case Report | E-Mail |
| 5/15/2024 | Emmy Rubsam | 5/20/2024 | Case Report | E-Mail |
| 5/15/2024 | Jeff Crow | 5/20/2024 | Reports | Window |
| 5/15/2024 | Jill Webb | 5/20/2024 | Case Report | Window |
| 5/15/2024 | Mike Kinder | 5/20/2024 | Case Report | Window |
| 5/15/2024 | Les Wight | 5/20/2024 | Case Report | Window |
| 5/15/2024 | Colleen Lamoreaux | 5/20/2024 | Case Report | Window |
| 5/15/2024 | Samuel Chavarria | 5/20/2024 | Crash Report | Window |
| 5/15/2024 | Son Tinder | 5/20/2024 | Crash Report | Window |
| 5/15/2024 | Donna Dilley | 5/20/2024 | Crash Report | Window |
| 5/15/2024 | Ruth Rios | 5/20/2024 | Incident Reports | Window |
| 5/15/2024 | Adam Rhodes | 5/20/2024 | Incident Report | Window |
| 5/15/2024 | Yesica Garcia Hernandez | 5/20/2024 | Case Report | Window |
| 5/16/2024 | Jacob Navarrete | 5/21/2024 | Case Report | E-Mail |
| 5/16/2024 | Sherry Mansur | 5/21/2024 | Case Report | E-Mail |
| 5/16/2024 | Geri Reece | 5/21/2024 | Case Report | E-Mail |
| 5/16/2024 | John Beghtol | 5/21/2024 | Case Report | E-Mail |
| 5/16/2024 | Janet Cullison | 5/21/2024 | Crash Report | E-Mail |
| 5/16/2024 | Timberly Lappin | 5/21/2024 | Crash Report | E-Mail |
| 5/16/2024 | Amanda Graham | 5/21/2024 | Crash Report | E-Mail |
| 5/16/2024 | Jana Campbell | 5/21/2024 | Reports | E-Mail |
| 5/16/2024 | Donald Main | 5/21/2024 | Dash Cam Video | E-Mail |
| 5/16/2024 | Eric Cejka | 5/21/2024 | Case Report | E-Mail |
| 5/16/2024 | Narahari Flores | 5/21/2024 | Case Report | E-Mail |
| 5/16/2024 | Patricia Batson | 5/21/2024 | Case Report | Window |
| 5/16/2024 | Colleen Lamoreaux | 5/21/2024 | Case Report | Window |
| 5/16/2024 | Leandro Gallo | 5/21/2024 | Case Report | Window |
| 5/16/2024 | Rene Vicuna | 5/21/2024 | Case Report | Window |
| 5/16/2024 | Jacob Hensley | 5/21/2024 | Reports | Window |
| 5/16/2024 | Aprille Davis | 5/21/2024 | Case Report | Window |
| 5/16/2024 | Destiney Harrison | 5/21/2024 | Case Report | Window |
| 5/16/2024 | Raymond Pocock | 5/21/2024 | Incident Report | Window |
| 5/17/2024 | Alison Cook | 5/22/2024 | Case Report | E-Mail |
| 5/17/2024 | Estrella Andrade | 5/22/2024 | Case Report | E-Mail |
| 5/17/2024 | Robert Calbi | 5/22/2024 | Case Report | E-Mail |
| 5/17/2024 | Cerrina Griffin | 5/22/2024 | Case Report | E-Mail |
| 5/17/2024 | Zakk Strange | 5/22/2024 | Crash Report | E-Mail |

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| 5/17/2024 | Charlie Piane | 5/22/2024 | Case Report | E-Mail |
| 5/17/2024 | Adam Bailey | 5/22/2024 | Case Report | E-Mail |
| 5/17/2024 | Robert Poindexter | 5/22/2024 | Case Report | E-Mail |
| 5/17/2024 | Yildi Rios | 5/22/2024 | Case Report | E-Mail |
| 5/17/2024 | Yildi Rios | 5/22/2024 | Case Report | E-Mail |
| 5/17/2024 | Donald Main | 5/22/2024 | Dash Cam Video | E-Mail |
| 5/17/2024 | James Mackay | 5/22/2024 | Incident Report | Window |
| 5/17/2024 | Andrei Antonets | 5/22/2024 | Case Report | Window |
| 5/17/2024 | Elizabeth Alvarez | 5/22/2024 | Case Report | Window |
| 5/17/2024 | Ronald Anders | 5/22/2024 | Case Report | Window |
| 5/17/2024 | FBI NICS | 5/22/2024 | Case Report | Fax |
| 5/17/2024 | Richard Kessler | 5/22/2024 | Case Report | Fax |
| 5/17/2024 | Beth McConnell | 5/22/2024 | Case Report | Fax |
| 5/17/2024 | Jennifer Crump | 5/22/2024 | Case Report | Fax |
| 5/20/2024 | Maxyne Davis | 5/23/2024 | Incident Report | E-Mail |
| 5/20/2024 | Denny Dobbins | 5/23/2024 | Case Report | E-Mail |
| 5/20/2024 | Ka-Nor Geeston | 5/23/2024 | Incident Report | E-Mail |
| 5/20/2024 | Autumn Zweygardt | 5/23/2024 | Case Report | E-Mail |
| 5/20/2024 | Christie Sparrow | 5/23/2024 | Photos | E-Mail |
| 5/20/2024 | Kelly Blake | 5/23/2024 | Case Report | E-Mail |
| 5/20/2024 | Magan Gutierrez | 5/23/2024 | Case Report | E-Mail |
| 5/20/2024 | Jose Gonzales | 5/23/2024 | Case Report | Window |
| 5/20/2024 | Lakisa Williams | 5/23/2024 | Case Report | Window |
| 5/20/2024 | Lakisa Williams | 5/23/2024 | Incident Reports | Window |
| 5/20/2024 | Deanthony King | 5/23/2024 | Case Report | Window |
| 5/20/2024 | Cortezz Hughes | 5/23/2024 | Case Report | Window |
| 5/20/2024 | Teres Smetana | 5/23/2024 | Crash Report | Window |
| 5/20/2024 | Brandon Marcille | 5/23/2024 | Case Report | Window |
| 5/20/2024 | Carl Bouchard | 5/23/2024 | Crash Report | Window |
| 5/20/2024 | William Schulte | 5/23/2024 | Crash Report | Window |
| 5/20/2024 | Brandy Saunders | 5/23/2024 | Crash Report | Window |
| 5/20/2024 | David Rosenberg | 5/23/2024 | Crash Report | Window |
| 5/20/2024 | Salvador Gonzalez | 5/23/2024 | Crash Report | Window |
| 5/20/2024 | Yuli Wong | 5/23/2024 | Case Report | Window |
| 5/20/2024 | Ashley Sullivan | 5/23/2024 | Crash Report | Window |
| 5/20/2024 | Kemberly Tubbs | 5/23/2024 | Crash Report | Window |
| 5/21/2024 | Carlos Quezada | 5/24/2024 | Case Report | E-Mail |
| 5/21/2024 | Joey Stephens | 5/24/2024 | Case Report | E-Mail |
| 5/21/2024 | John Johnson | 5/24/2024 | Case Report | E-Mail |
| 5/21/2024 | Miranda Norman | 5/24/2024 | Case Report | E-Mail |
| 5/21/2024 | Pattrick Potter | 5/24/2024 | Reports | E-Mail |
| 5/21/2024 | Yildi Rios | 5/24/2024 | Case Report | E-Mail |

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|---|---|---|---|---|
| 5/21/2024 | Ka-Nor Geeston | 5/24/2024 | Incident Report | E-Mail |
| 5/21/2024 | Magan Gutierrez | 5/24/2024 | Case Reports | E-Mail |
| 5/21/2024 | Luciana Santiago | 5/24/2024 | Crash Report | E-Mail |
| 5/21/2024 | Aaron Walsh | 5/24/2024 | Incident Report | E-Mail |
| 5/21/2024 | Kirstyn Wentzel | 5/24/2024 | Case Report | E-Mail |
| 5/21/2024 | Francis Swainston | 5/24/2024 | Case Report | E-Mail |
| 5/21/2024 | Marty Kerr | 5/24/2024 | Case Report | E-Mail |
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| 5/21/2024 | Melina Hallman | 5/24/2024 | Case Report | Window |
| 5/21/2024 | Ricky Ehmore | 5/24/2024 | Case Report | Window |
| 5/21/2024 | Vanessa Flores | 5/24/2024 | Case Report | Window |
| 5/21/2024 | Kayela Littrell | 5/24/2024 | Case Report | Window |
| 5/21/2024 | Robbin Abram | 5/24/2024 | Case Report | Window |
| | | | | |
| 5/22/2024 | Doug Mitchell | 5/27/2024 | Crash Report | E-Mail |
| 5/22/2024 | Dylan Allison | 5/27/2024 | Crash Report | E-Mail |
| 5/22/2024 | Rachel Garza | 5/27/2024 | Crash Report | E-Mail |
| 5/22/2024 | Hannah Reedy | 5/27/2024 | Crash Report | E-Mail |
| 5/22/2024 | Lindsay Parris | 5/27/2024 | Case Report | E-Mail |
| 5/22/2024 | Gary Lind | 5/27/2024 | Case Report | E-Mail |
| 5/22/2024 | Ariana | 5/27/2024 | Case Report | E-Mail |
| 5/22/2024 | Angie Holtz | 5/27/2024 | Reports | E-Mail |
| 5/22/2024 | Missy French | 5/27/2024 | Case Report | E-Mail |
| | | | | |
| 5/22/2024 | Sheila Carroll | 5/27/2024 | Case Report | Window |
| 5/22/2024 | Elioberto Espinosa | 5/27/2024 | Crash Report | Window |
| 5/22/2024 | Angelique Robbins | 5/27/2024 | Crash Report | Window |
| 5/22/2024 | Nann Ingham | 5/27/2024 | Case Report | Window |
| 5/22/2024 | Tiffany Williams | 5/27/2024 | Case Report | Window |
| 5/22/2024 | Ka-Nor Geeston | 5/27/2024 | Case Report | Window |
| 5/22/2024 | Jonathan Swafford | 5/27/2024 | Case Report | Window |
| 5/22/2024 | Marcus Wigfall | 5/27/2024 | Case Report | Window |
| 5/22/2024 | Raymond Dement | 5/27/2024 | Case Report | Window |
| 5/22/2024 | Kimberly Vincent | 5/27/2024 | Case Report | Window |
| | | | | |
| 5/23/2024 | Bryan Thompson | 5/28/2024 | Case Reports | E-Mail |
| 5/23/2024 | Brett Morris | 5/28/2024 | Case Report | E-Mail |
| 5/23/2024 | Francis Swainston | 5/28/2024 | Case Report | E-Mail |
| 5/23/2024 | Kim Mann | 5/28/2024 | Case Report | E-Mail |
| 5/23/2024 | Aaliyah House | 5/28/2024 | Case Report | E-Mail |
| 5/23/2024 | Robert Poindexter | 5/28/2024 | Case Report | E-Mail |
| 5/23/2024 | William Goggin | 5/28/2024 | Case Report | E-Mail |
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| 5/23/2024 | Bryan Etter | 5/28/2024 | Case Report | Window |
| 5/23/2024 | Damian Burnett | 5/28/2024 | Incident Report | Window |
| 5/23/2024 | Russell Tubbs | 5/28/2024 | Crash Report | Window |

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|---|---|---|---|---|
| 5/24/2024 | Genoveva Quinones | 5/29/2024 | Case Report | E-Mail |
| 5/24/2024 | Stacy Wilmes | 5/29/2024 | Case Report | E-Mail |
| 5/24/2024 | Andrew Akers | 5/29/2024 | Case Report | E-Mail |
| 5/24/2024 | Tim Hrenchir | 5/29/2024 | Case Report | E-Mail |
| 5/24/2024 | Jennifer Johnson | 5/29/2024 | Case Report | E-Mail |
| 5/24/2024 | Brandon Murry | 5/29/2024 | Case Report | E-Mail |
| 5/24/2024 | Robert Martin | 5/29/2024 | Case Report | E-Mail |
| 5/24/2024 | Sal Sawyer | 5/29/2024 | Cased Report | E-Mail |
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| 5/24/2024 | Harold Lyons | 5/29/2024 | Crash Report | Window |
| 5/24/2024 | Sandra Perez | 5/29/2024 | Case Report | Window |
| 5/24/2024 | Matthew Turner | 5/29/2024 | Crash Report | Window |
| 5/24/2024 | Pamela Palmer | 5/29/2024 | Crash Report | Window |
| 5/24/2024 | Jessica Cerna | 5/29/2024 | Case Report | Window |
| 5/24/2024 | Jaclynn Baumann | 5/29/2024 | Incident Report | Window |
| 5/24/2024 | Shelly Jones | 5/29/2024 | Crash Report | Window |
| | | | | |
| 5/24/2024 | FBI NICS | 5/29/2024 | Case Report | Fax |
| | | | | |
| 5/26/2024 | Diane Hansen | 5/29/2024 | Case Report | E-Mail |
| 5/26/2024 | Jennifer Combs | 5/29/2024 | Case Report | E-Mail |
| 5/26/2024 | Jennifer Combs | 5/29/2024 | Case Report | E-Mail |
| 5/26/2024 | Jennifer Combs | 5/29/2024 | Case Report | E-Mail |
| 5/26/2024 | Jennifer Combs | 5/29/2024 | Case Report | E-Mail |
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| 5/26/2024 | FBI NICS | 5/29/2024 | Case Report | Fax |
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| 5/27/2024 | Joseph Richter | 5/30/2024 | Case Report | E-Mail |
| 5/27/2024 | Robert Martin | 5/30/2024 | Case Report | E-Mail |
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| 5/28/2024 | Randy Adair | 5/31/2024 | Case Report | E-Mail |
| 5/28/2024 | Randy Adair | 5/31/2024 | Case Report | E-Mail |
| 5/28/2024 | Randy Adair | 5/31/2024 | Case Report | E-Mail |
| 5/28/2024 | Randy Adair | 5/31/2024 | Case Report | E-Mail |
| 5/28/2024 | Karmilla Daniels | 5/31/2024 | Case Report | E-Mail |
| 5/28/2024 | Sylvia Koss | 5/31/2024 | Crash Report | E-Mail |
| 5/28/2024 | Deann Smith | 5/31/2024 | Case Report | E-Mail |
| 5/28/2024 | Eddie Talmadge | 5/31/2024 | Case Report | E-Mail |
| 5/28/2024 | Mehmood Panja | 5/31/2024 | Crash Report | E-Mail |
| 5/28/2024 | Ashley Oliver | 5/31/2024 | Case Report | E-Mail |
| 5/28/2024 | Rose Edwards | 5/31/2024 | Case Report | E-Mail |
| 5/28/2024 | Andrew Crick | 5/31/2024 | Case Report | E-Mail |
| 5/28/2024 | Andrew Crick | 5/31/2024 | Case Report | E-Mail |
| 5/28/2024 | Andrew Crick | 5/31/2024 | Case Report | E-Mail |
| 5/28/2024 | Andrew Crick | 5/31/2024 | Case Report | E-Mail |
| 5/28/2024 | Andrew Crick | 5/31/2024 | Case Report | E-Mail |
| 5/28/2024 | Melody Smith | 5/31/2024 | Case Report | E-Mail |

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|---|---|---|---|---|
| 5/28/2024 | Melody Smith | 5/31/2024 | Case Report | E-Mail |
| 5/28/2024 | Izaak Latta | 5/31/2024 | Crash Report | E-Mail |
| 5/28/2024 | Michelle Ashley | 5/31/2024 | Case Report | E-Mail |
| 5/28/2024 | Maria Aponte-Ramos | 5/31/2024 | Case Report | E-Mail |
| 5/28/2024 | Judy Chassey | 5/31/2024 | Case Report | E-Mail |
| | | | | |
| 5/28/2024 | George Englezos | 5/31/2024 | Case Report | Window |
| 5/28/2024 | Timmothy Sudduth | 5/31/2024 | Case Report | Window |
| 5/28/2024 | Traci Edson | 5/31/2024 | Case Report | Window |
| 5/28/2024 | Terrence Green Jr | 5/31/2024 | Case Report | Window |
| 5/28/2024 | Sarah Rellihan | 5/31/2024 | Case Report | Window |
| 5/28/2024 | Karen Sue Andrews | 5/31/2024 | Case Report | Window |
| 5/28/2024 | Lakedra Freeman | 5/31/2024 | Case Report | Window |
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| 5/28/2024 | Metro Reporting | 5/31/2024 | Crash Report | Mail |
| 5/28/2024 | Lexis Nexis | 5/31/2024 | Case Report | Mail |
| 5/28/2024 | Lexis Nexis | 5/31/2024 | Case Report | Mail |
| 5/28/2024 | Lexis Nexis | 5/31/2024 | Case Report | Mail |
| 5/28/2024 | Lexis Nexis | 5/31/2024 | Crash Report | Mail |
| 5/28/2024 | Lexis Nexis | 5/31/2024 | Crash Report | Mail |
| 5/28/2024 | Lexis Nexis | 5/31/2024 | Crash Report | Mail |
| 5/28/2024 | Lexis Nexis | 5/31/2024 | Crash Report | Mail |
| 5/28/2024 | Lexis Nexis | 5/31/2024 | Case Report | Mail |
| 5/28/2024 | Lexis Nexis | 5/31/2024 | Case Report | Mail |
| 5/28/2024 | Lexis Nexis | 5/31/2024 | Crash Report | Mail |
| 5/28/2024 | Lexis Nexis | 5/31/2024 | Crash Report | Mail |
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| 5/28/2024 | Lexis Nexis | 5/31/2024 | Crash Report | Mail |
| 5/28/2024 | Lexis Nexis | 5/31/2024 | Crash Report | Mail |
| 5/28/2024 | Lexis Nexis | 5/31/2024 | Crash Report | Mail |
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| 5/29/2024 | Eric Ward | 6/3/2024 | Case Report | E-Mail |
| 5/29/2024 | Kristy Travillion | 6/3/2024 | Case Reports | E-Mail |
| 5/29/2024 | Brandon Murry | 6/3/2024 | Case Report | E-Mail |
| 5/29/2024 | Andrew Couch | 6/3/2024 | Case Report | E-Mail |
| 5/29/2024 | Jana Campbell | 6/3/2024 | Case Report | E-Mail |
| 5/29/2024 | Maxyne Davis | 6/3/2024 | Case Report | E-Mail |
| 5/29/2024 | Taylor Sales | 6/3/2024 | Case Report | E-Mail |
| 5/29/2024 | Samantha Colhour | 6/3/2024 | Case Report | E-Mail |
| 5/29/2024 | Jana Campbell | 6/3/2024 | Case Report | E-Mail |
| 5/29/2024 | Joshua Woods | 6/3/2024 | Crash Report | E-Mail |
| 5/29/2024 | Carissa Lisee | 6/3/2024 | Case Report | E-Mail |
| 5/29/2024 | Kelly Campbell | 6/3/2024 | Case Report | E-Mail |
| 5/29/2024 | Audrey Ghani | 6/3/2024 | Case Report | E-Mail |

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|---|---|---|---|---|
| 5/29/2024 | John Spencer | 6/3/2024 | Case Report | Window |
| 5/29/2024 | Michael Gatrost | 6/3/2024 | Case Report | Window |
| 5/29/2024 | Dante Anderson | 6/3/2024 | Case Report | Window |
| 5/29/2024 | Christian Jameson | 6/3/2024 | Case Report | Window |
| 5/29/2024 | Jessica Ross | 6/3/2024 | Case Report | Window |
| 5/29/2024 | Detective Werges | 6/3/2024 | Case Report | Window |
| 5/29/2024 | Merrill Joy | 6/3/2024 | Case Report | Window |
| 5/29/2024 | Marc Snighman | 6/3/2024 | Case Report | Window |
| 5/29/2024 | David Talley | 6/3/2024 | Case Report | Window |
| 5/29/2024 | Essence Alexander | 6/3/2024 | Crash Report | Window |
| 5/29/2024 | Amanda Woods | 6/3/2024 | Crash Report | Window |
| 5/29/2024 | Kip Denton | 6/3/2024 | Crash Report | Window |
| 5/29/2024 | Patricia Lee Warren | 6/3/2024 | Case Report | Window |
| 5/29/2024 | Rhonda Hohenstein | 6/3/2024 | Crash Report | Window |
| 5/29/2024 | Floyd Hood | 6/3/2024 | Crash Report | Window |
| 5/29/2024 | Shawniece Locke | 6/3/2024 | Case Report | Window |
| 5/29/2024 | William Harbaugh | 6/3/2024 | Case Report | Window |
| 5/29/2024 | Thomas Silkwood | 6/3/2024 | Case Report | Window |
| 5/29/2024 | James Grable | 6/3/2024 | Reports | Window |
| 5/29/2024 | Gerald Farrell | 6/3/2024 | Case Report | Window |
| 5/29/2024 | Vatyian Madison | 6/3/2024 | Incident Report | Window |
| 5/29/2024 | John Widodo | 6/3/2024 | Case Report | Mail |
| 5/30/2024 | Sgt. Kaniecki | 6/4/2024 | Reports | E-Mail |
| 5/30/2024 | Jordan Jurgensen | 6/4/2024 | Case Report | E-Mail |
| 5/30/2024 | Brookelyn Morris | 6/4/2024 | Case Report | E-Mail |
| 5/30/2024 | Danny Gonzalez | 6/4/2024 | Crash Report | E-Mail |
| 5/30/2024 | Frank Flaspohler | 6/4/2024 | Crash Report | E-Mail |
| 5/30/2024 | Shaldon Henley | 6/4/2024 | Case Report | E-Mail |
| 5/30/2024 | Jana Campbell | 6/4/2024 | Reports | E-Mail |
| 5/30/2024 | Gina Spriggs | 6/4/2024 | Case Report | E-Mail |
| 5/30/2024 | Heather Rhoads | 6/4/2024 | Reports | E-Mail |
| 5/30/2024 | Steve Aguilar | 6/4/2024 | Case Report | E-Mail |
| 5/30/2024 | Kimberly Sandoval | 6/4/2024 | Reports | E-Mail |
| 5/30/2024 | Ketty Ponce | 6/4/2024 | Case Report | Window |
| 5/30/2024 | Martin Visnich | 6/4/2024 | Case Report | Window |
| 5/30/2024 | Lillie Edwards | 6/4/2024 | Case Report | Window |
| 5/30/2024 | Steven VanVeen | 6/4/2024 | Crash Report | Window |
| 5/30/2024 | Ray Richards | 6/4/2024 | Case Report | Window |
| 5/30/2024 | Lou Caskey | 6/4/2024 | Case Report | Window |
| 5/30/2024 | Chris Hopkins | 6/4/2024 | Case Report | Window |
| 5/31/2024 | Toni Tillman | 6/5/2024 | Reports | E-Mail |
| 5/31/2024 | Briana Dawson | 6/5/2024 | Case Report | E-Mail |
| 5/31/2024 | Josie Keyrouz | 6/5/2024 | Crash Report | E-Mail |

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|---|---|---|---|---|
| 5/31/2024 | Eric Phillips | 6/5/2024 | Case Report | E-Mail |
| 5/31/2024 | Jenny Johnson | 6/5/2024 | Case Report | E-Mail |
| 5/31/2024 | Jenny Johnson | 6/5/2024 | Case Report | E-Mail |
| 5/31/2024 | Jenny Johnson | 6/5/2024 | Case Report | E-Mail |
| 5/31/2024 | Becky Story | 6/5/2024 | Photos | E-Mail |
| 5/31/2024 | Gal Elbaum | 6/5/2024 | Videos | E-Mail |
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| 5/31/2024 | Thomas Fields | 6/5/2024 | Case Report | Window |
| 5/31/2024 | Clayton Whitworth | 6/5/2024 | Case Report | Window |
| 5/31/2024 | Brandon Mareda | 6/5/2024 | Case Report | Window |
| 5/31/2024 | Cathline Cox | 6/5/2024 | Case Report | Window |
| 5/31/2024 | Tim Kinsgbury | 6/5/2024 | Reports | Window |
| 5/31/2024 | Jonathan Lewis | 6/5/2024 | Case Report | Window |
| 5/31/2024 | Charles F. Gerle | 6/5/2024 | Case Report | Window |
| | | | | |
| 5/31/2024 | FBI NICS | 6/5/2024 | Case Report | Fax |

**IPD Records Request Log**

| Requester email | 1st Response Date | Est. Cost/ provided Date | Payment Date |
|---|---|---|---|
| lautry@city.cu.com | | | |
| diane.hansen@doc.mo.gov | | | |
| debi.perryhome@sbcglobal.net | | | |
| holly@boatright-law.com | | | |
| joseph.smith1243@gmail.com | | | |
| tressa@tottalaw.com | | | |
| yildi.riostecoriche@dss.mo.gov | | | |
| tamera@higherlevellegal.com | | | |
| justinenekko@yahoo.com | 5/1/2024 | $430.00 | |
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| dtstoner@publicnetworking.org | | | |
| brianna@wrabeclaw.com | 5/16/2024 | $137.60 | 5/29/2024 |
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| cru.incoming@lexisnexisrisk.com | | | |
| cru.incoming@lexisnexisrisk.com | | | |
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| cru.incoming@lexisnexisrisk.com | | | |
| eward1986@gmail.com | | | |
| kristy.d.travillion@dss.mo.gov | | | |
| brandon.murry@doc.mo.gov | | | |
| andrew.couch@doc.mo.gov | | | |
| jana_campbell@mow.uscourts.gov | | | |
| maxyne.davisd24@dosc.mo.gov | | | |
| taylor.sales@doc.mo.gov | 5/31/2024 | | |
| scolhour@whmlaw.net | | | |
| jana_campbell@mow.uscourts.gov | | | |
| mrswoods333@comast.net | | | |
| lisee1025@gmail.com | | | |
| contact@816propertymanagement.com | | | |
| audreylawson9560@gmail.com | 5/31/2024 | $51.60 | 6/7/2024 |

jrc-jls@sbcglobal.net

jessica.ross@fosteradopt.org
jwerges@grainvalleypolice.org

marc@saighmanlaw.com
dtalley284@gmail.com
essence1534@gmail.com
mrswoods333@comcast.net

saintpatty54@gmail.com

tes1735@gmail.com

madison-vatyian@yahoo.com

john.widodo@doj.ca.gov

amanda.kaniecki@parmajustice.net
jordan@stockmanlawkc.com
brookelyn.morris@doc.mo.gov 5/30/2024
danny@alawfirm.net
fwflaspo@gmail.com
shaldon@estey-bomberger.com
jana_campbell@doc.mo.gov
gspriggs@rogersehrhardt.com
heather.rhoads@dss.mo.gov
steve_aguilar@mow.uscourts.gov
kimberly0522.ks@gmail.com

kponce992@gmail.com

lillieedwards112@gmail.com
stevenvanveen55@gmail.com
paco12251962@gmail.com

chris.s.hopkins.jr@gmail.com

tonitillman@hotmail.com
tbdawson20@sbcglobal.net
josie.keyrouz@forthepeople.com 6/3/2024

| | | | |
|---|---|---|---|
| eric.phillips@doc.mo.gov | 6/3/2024 | | |
| jennifer.a.johnson@dss.mo.gov | | | |
| jennifer.a.johnson@dss.mo.gov | | | |
| jennifer.a.johnson@dss.mo.gov | | | |
| bstory@harrisandhart.com | | | |
| contactstrangerstudios@gmail.com | 6/3/2024 | $172.00 | 6/24/2024 |
| | | | |
| trflicen@swbell.net | | | |
| cwhitworth@jacksongov.org | | | |
| brandon.mareda.bm@gmail.com | | | |
| cathlinelouise@gmail.com | | | |
| tjk@hfmlegal.com | | | |
| johnnyrl830@gmail.com | | | |
| | | | |
| fbinicsrequest@services.fbi.gov | | | |

| Payment Amount | Final response Date | Departments involved |
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| | 5/1/2024 | Police |
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| Comments | Clerk Staff Assigned |
|---|---|
| 2024-26242 | E. Doherty |
| 2024-24665 | E. Doherty |
| 2024-8680 | J. Whitfield |
| 2024-21886 | J. Whitfield |
| 2024-18866 | K. Bailey |
| 2023-76101 | T. Hurley |
| 2024-26337 | T. Hurley |
| 2024-7972 / 2024-13086 | K. Bailey |
| | J. Whitfield |
| | K. Bailey |
| 2024-24489 | J. Whitfield |
| 2024-26285 | J. Whitfield |
| 2024-1039 | J. Whitfield |
| 2024-26325 | J. Whitfield |
| 2024-24270 | E. Doherty |
| 2023-53871 | E. Doherty |
| 2024-24822 | E. Doherty |
| 2024-16163 | E. Doherty |
| 2024-23959 | M. Cook |
| 2024-23082 | J. Whitfield |
| 1999-108233 / 2024-6571 | M. Cook |
| 2019-87578 / 2019-98052 | J. Whitfield |
| 2023-51167 | T. Hurley |
| 2024-25392 | J. Whitfield |
| 2023-81594 / 2023-79456 | T. Hurley |
| 2024-19308 | K. Bailey |
| 2023-87037 | K. Bailey |
| 2024-25898 | T. Hurley |
| Report Not Ready 2024-26421 | T. Hurley |
| 2024-25052 | T. Hurley |
| 2024-26198 - Open - Initial Only | S. Pendleton |
| 2024-18832 | J. Whitfield |
| 2024-6340 | J. Whitfield |
| 2023-5204 | J. Whitfield |

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|---|---|
| 2024-25063 | T. Hurley |
| 2017-48920 | J. Whitfield |
| 2008-109127 | T. Hurley |
| 2024-11650 | T. Hurley |
| 2019-78252 / 2022-80291 | T. Hurley |
| 2023-78846 | J. Whitfield |
| 2024-21820 - Open - Initial Only | K. Bailey |
| 2024-25538 / 2024-25547 | K. Bailey |
| 2023-61049 | J. Whitfield |
| 2023-52753 | J. Whitfield |
| 2024-25502 | K. Bailey |
| | |
| 2024-22482 - Open - Initial Only | S. Pendleton |
| 2023-16567 | J. Whitfield |
| 2024-25641 | J. Whitfield |
| 2024-25825 | J. Whitfield |
| 2022-2600 | J. Whitfield |
| 2006-115399 / 2009-90922 / 2017-2671 | J. Whitfield |
| 2024-13948 - Open - Initial Only | S. Pendleton |
| 2024-25325 | S. Pendleton |
| | |
| 2024-24822 - Open - Initial Only | K. Bailey |
| | |
| 2024-22637 | K. Bailey |
| 2024-26949 | K. Bailey |
| 2023-87680 | J. Whitfield |
| 2024-23783 | J. Whitfield |
| 2024-47 / 2023-72338 | K. Bailey |
| 2024-26279 | K. Bailey |
| 2023-36746 | J. Whitfield |
| 2024-2020 / 2023-28970 - Referred to State Proc | J. Whitfield |
| 2020-23572 | K. Bailey |
| 2024-25226 | K. Bailey |
| 2024-10056 | T. Hurley |
| 2024-1810 | J. Whitfield |
| 2024-7772 | E. Doherty |
| 2024-26912 - Report Not Ready | J. Whitfield |
| 2024-1006 | J. Whitfield |
| | |
| 2024-25607 - Open - Initial Only | S. Pendleton |
| 2024-26196 | S. Pendleton |
| 2024-26817 | S. Pendleton |
| 2024-1388 | S. Pendleton |
| 2024-26977 - Open - Initial Only | J. Whitfield |
| 2024-25054 | J. Whitfield |
| 2024-5867 | J. Whitfield |
| 2024-26633 - Open - Initial Only | J. Whitfield |

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| 2024-25307 | J. Whitfield |
| 2024-25825 | J. Whitfield |
| 2024-22603 | J. Whitfield |
| 2024-16506 /2024-16541 / 2024-16652 | J. Whitfield |
| 2024-27137 / 2024-27118 | J. Whitfield |
| 2024-22386 | J. Whitfield |
| 2023-81288 | J. Whitfield |
| | |
| 2024-11471 | E. Doherty |
| 2024-22193 - Sent Through Axon | K. Bailey |
| 2024-23431 | T. Hurley |
| 2024-22252 / 2024-22253 | J. Whitfield |
| 2024-21186 | K. Bailey |
| 2024-26337 | M. Cook |
| 2023-48421 | K. Bailey |
| 2024-26751 | K. Bailey |
| 2024-27696 | D. Schmidli |
| 2023-88803 | S. Pendleton |
| 2015-14632 - Incident Report Only | S. Pendleton |
| 2023-76282 | K. Bailey |
| | |
| 2024-8811 | E. Doherty |
| 2024-16290 | E. Doherty |
| 2021-48807 | E. Doherty |
| 2024-20047 | T. Hurley |
| 2023-70623 - Open - Initial Only | S. Pendleton |
| | |
| 2020-34370/2021-42714/2022-57958/2022-58540 | M. Cook |
| 2023-23289 | M. Cook |
| 2017-47611/2017-48920/2022-85683/2017-65415 | M. Cook |
| 2024-26337 | M. Cook |
| No Record Found | M. Cook |
| | |
| 2024-2498/2024-4635/2024-17610/2024-28104 | E. Doherty |
| Sent Report List | T. Hurley |
| 2023-84986 Open - Initial Only | K. Bailey |
| No Reports Found | E. Doherty |
| 2024-7055 Open - Initial Only | K. Bailey |
| 2020-65358 / 2023-7334 | T. Hurley |
| 2021-61813 | J. Whitfield |
| | |
| 2024-25256 | K. Bailey |
| Adan Gallegos | E. Doherty |
| 2023-45870 | J. Whitfield |
| 2024-20003 | E. Doherty |
| 2023-19125 | K. Bailey |
| 2023-73972 | K. Bailey |

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|---|---|
| Sent Report List | E. Doherty |
| 2024-16090 | T. Hurley |
| 2018-24726 / 2018-18777 | T. Hurley |
| 2024-22637 | K. Bailey |
| 2024-25298 | E. Doherty |
| 2024-28501 - Report Not Ready | E. Doherty |
| 2024-26752 | E. Doherty |
| 2002-16104 / 2002-16367 | E. Doherty |
| | T. Hurley |
| 2022-18417 | J. Whitfield |
| 2023-36492/2023-49356/2023-47897/2023-34299 | J. Whitfield |
| 2024-24932 Open - Initial Only | T. Hurley |
| 2024-7328 | T. Hurley |
| 2024-23840 | E. Doherty |
| 2024-27167 | E. Doherty |
| 2024-27283 | E. Doherty |
| 2024-27283 | E. Doherty |
| 2024-16246 | E. Doherty |
| 2024-23556 | S. Pendleton |
| 2024-8955 | S. Pendleton |
| 2024-26830 Open - Initial Only | E. Doherty |
| 2024-3263 | E. Doherty |
| 2024-24720 | E. Doherty |
| 2024-26966 - Report Not Ready | E. Doherty |
| 2024-10692 Open - Initial Only | E. Doherty |
| 2024-25401 | E. Doherty |
| 2024-12427 | E. Doherty |
| 2024-28710 | E. Doherty |
| 2024-24111 | E. Doherty |
| 2024-5630 | E. Doherty |
| 2021-65006 Open - Initial Only | E. Doherty |
| 2024-23290 | E. Doherty |
| 2024-21136 | E. Doherty |
| 2024-20866 | E. Doherty |
| 2024-28312 | J. Whitfield |
| 2024-27013 | M. Cook |
| 2024-25032 | M. Cook |
| 2021-11441/1999-53014/2001-118019/2001-118051 | |
| 2024-28958 / 2024-18387 / 2024-6278 | T. Hurley |
| 2024-28948 | E. Doherty |
| 2023-85131 Open - Initial Only | E. Doherty |
| 2023-33076 | T. Hurley |

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|---|---|
| 2024-28524 Open - Initial Only | E. Doherty |
| 2024-28686 | T. Hurley |
| 2024-25515 | S. Pendleton |
| 2024-28991 | S. Pendleton |
| 2024-28649 - Sent Through Axon | K. Bailey |
| 2023-78532 - Sent Through Axon | K. Bailey |
| | |
| 2024-28942/2024-18818/2024-13394 | T. Hurley |
| 2023-76722 | T. Hurley |
| 2024-12568 | E. Doherty |
| Wendell Woods | E. Doherty |
| 2024-28765 | E. Doherty |
| 2024-28196 | E. Doherty |
| 2024-29064 | E. Doherty |
| 2021-4006 | E. Doherty |
| 2024-28668 | M. Cook |
| 2023-80173 | S. Pendleton |
| | |
| 2024-16999 | T. Hurley |
| 2024-20024 | T. Hurley |
| 2024-25307 | K. Bailey |
| 2024-28442 | J. Whitfield |
| 2024-26922 Open - Initial Only | J. Whitfield |
| 2024-28774 Open - Initial Only | T. Hurley |
| 1999-102771 | K. Eichost |
| 2024-22949 / 2024-15024 | T. Hurley |
| 2023-24232 Referred To State Pros. - Initial Only | J. Whitfield |
| 2024-29064 Report Not Ready | T. Hurley |
| | |
| 2024-23983 / 2024-20679 | T. Hurley |
| 2024-27292/2024-29472/2024-21423 | T. Hurley |
| 2024-27260 | T. Hurley |
| 2024-26429 | T. Hurley |
| 2024-28018 | S. Pendleton |
| 2021-71561 | S. Pendleton |
| 2022-5111 | S. Pendleton |
| 2023-72525 / 2023-63140 / 2024-27611 | S. Pendleton |
| 2024-23791 | S. Pendleton |
| 2024-29488 | J. Whitfield |
| 2024-25054 | J. Whitfield |
| 2024-28510 | J. Whitfield |
| 2024-27229 | J. Whitfield |
| | |
| 2024-25607 | K. Eichost |
| | |
| 2024-27054 | T. Hurley |
| 2024-26741 | T. Hurley |

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|---|---|
| 2024-24466 | T. Hurley |
| 2024-23025 | J. Whitfield |
| 2024-29708 | T. Hurley |
| 2024-57120 | E. Doherty |
| 1990-155/1995-8123/2001-2528 | E. Doherty |
| 2024-28903 | E. Doherty |
| 2024-23067 | K. Bailey |
| 2022-19841 | J. Whitfield |
| | |
| 2015-37181/2018-29044/2019-22868 | T. Hurley |
| 2001-49005 | T. Hurley |
| 2024-2455 | T. Hurley |
| 2024-23951 | T. Hurley |
| 2024-26689 | T. Hurley |
| 2024-27049 | J. Whitfield |
| 2024-26752 | J. Whitfield |
| 2024-21610 | J. Whitfield |
| 2024-18425/2024-21420/2023-51421/2024-3630 | S. Pendleton |
| 2024-16111 | S. Pendleton |
| 2024-27224 | S. Pendleton |
| | |
| 2017-90734 | J. Whitfield |
| 2024-21891 Open - Initial Only | E. Doherty |
| 2023-24232 Open - Initial Only | J. Whitfield |
| 2024-23791 | T. Hurley |
| 2024-28520 / 2024-28524 | E. Doherty |
| 2024-28812 Report Not Ready | T. Hurley |
| 2024-28812 Report Not Ready | T. Hurley |
| 2002-89363/2002-108070/2004-101713 | T. Hurley |
| 2024-23919 / 2024-24278 | K. Bailey |
| 2024-28451 | T. Hurley |
| 2024-27022 - Not Ready | J. Whitfield |
| | |
| 2024-10817 | J. Whitfield |
| 2024-26689 | E. Doherty |
| 2024-27016 | E. Doherty |
| 2024-26883 | E. Doherty |
| 2023-72688/2023-33660/2021-34291 | E. Doherty |
| 2024-21730 | E. Doherty |
| 2024-29289 | S. Pendleton |
| 2024-29663 | S. Pendleton |
| | |
| 2024-10415 | E. Doherty |
| 2023-41489 | T. Hurley |
| 2023-72890 | E. Doherty |
| 2023-69626 | T. Hurley |
| 2024-17570 | K. Bailey |

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| 2024-29444 Open - Initial Only | E. Doherty |
| 2024-30048 | T. Hurley |
| 2024-30011 | E. Doherty |
| 2024-30219 Open - Initial Only | T. Hurley |
| 2024-29709 Open - Initial Only | E. Doherty |
| 2024-21179 | K. Bailey |
| | |
| 2024-20663 | E. Doherty |
| 2024-23454 Open - Initial Only | E. Doherty |
| 2024-16620 | T. Hurley |
| 2024-27726 | T. Hurley |
| | |
| 2022-54587 / 2004-86547 / 2014-25413 | M. Cook |
| 2024-28689 - Faxed Report To Requestor | M. Cook |
| 2024-27172 - Faxed Report To Requestor | M. Cook |
| 2024-27152 - Emailed Report To Requestor | M. Cook |
| | |
| 2024-20840 | E. Doherty |
| 2024-28709 | E. Doherty |
| 2024-29201 | E. Doherty |
| 2024-25076 | T. Hurley |
| 2024-16567 - Sent Through Axon | K. Bailey |
| 2024-21759 | K. Eichost |
| 2024-9709 Open - Initial Only | T. Hurley |
| | |
| 2024-30260 | E. Doherty |
| 2024-27668 | E. Doherty |
| 2024-25652 / 2024-26657 | E. Doherty |
| 2014-85367 | E. Doherty |
| 2024-29983 | E. Doherty |
| 2024-17570 | T. Hurley |
| 2024-27048 | T. Hurley |
| 2024-25641 | J. Whitfield |
| 2024-28686 | J. Whitfield |
| 2024-27376 | S. Pendleton |
| 2024-27283 | S. Pendleton |
| 2024-25523 | S. Pendleton |
| 2024-28907 | S. Pendleton |
| 2024-25934 | S. Pendleton |
| 2024-27736 | S. Pendleton |
| | |
| 2019-21935 | T. Hurley |
| 2024-30349 | T. Hurley |
| 2022-29017 | J. Whitfield |
| 2024-31109 - Report Not Ready | T. Hurley |
| | J. Whitfield |
| 2024-30787 Open - Initial Only | T. Hurley |

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|---|---|
| 2024-29201 | K. Bailey |
| 2024-26912/2023-75298/2022-1131/2023-64965 | T. Hurley |
| 2024-29616 | K. Bailey |
| 2023-63391 | K. Bailey |
| Referred to Sate Prosecutor | J. Whitfield |
| 2023-34691 - | T. Hurley |
| 2024-25502 | K. Bailey |
| | |
| 2024-4527 | T. Hurley |
| 2024-28781 | T. Hurley |
| 2024-26062 | T. Hurley |
| 2024-26562 | S. Pendleton |
| 2024-30763 | S. Pendleton |
| | |
| 2024-24300 - No Report Taken - Incident Provided | K. Bailey |
| 2024-25244 | K. Bailey |
| 2024-25539 Open - Initial Only | J. Whitfield |
| 2024-87491 No Report Taken - Incident Provided | T. Hurley |
| 2024-31207 | T. Hurley |
| 2023-56517 -Referred to State Pros - Initial Only | K. Eichost |
| 2024-26590 Open - Initial Only | K. Eichost |
| | J. Whitfield |
| 2024-30753 Open - Initial Only | T. Hurley |
| | |
| 2024-28258 Open - Initial Only | J. Whitfield |
| 2024-28676 | J. Whitfield |
| 2024-31081 | J. Whitfield |
| 2024-27667 | J. Whitfield |
| 2024-24270 | T. Hurley |
| 2024-29199 | T. Hurley |
| 2024-27874 | T. Hurley |
| 2024-29167 | S. Pendleton |
| 2024-22370 | S. Pendleton |
| 2024-28896 | S. Pendleton |
| | |
| 2023-57546 / 2024-12461 | E. Doherty |
| 2024-23804 | J. Whitfield |
| 2023-56517 - Referred to State Pros - Initial Only | T. Hurley |
| 2024-24027 | E. Doherty |
| 2023-37999 | E. Doherty |
| 2023-23389 | T. Hurley |
| 2024-25539 - Referred to State Pros - Initial Only | T. Hurley |
| | |
| 2024-29291 | T. Hurley |
| 2024-27557 | S. Pendleton |
| 2024-27736 | J. Whitfield |

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| 2022-76689 | E. Doherty |
| 2024-28196 | E. Doherty |
| 2023-82211 | T. Hurley |
| 2024-30544 Open - Initial Only | J. Whitfield |
| 2023-52753 | E. Doherty |
| 2024-39961 | D. Schmidli |
| 2023-52732 | J. Whitfield |
| 2024-30310 | |
| | |
| 2024-16299 | S. Pendleton |
| 2024-31772 | J. Whitfield |
| 2024-29612 | J. Whitfield |
| 2024-29847 | J. Whitfield |
| 2024-19702 | J. Whitfield |
| 2024-31638 | E. Doherty |
| 2024-14456 | E. Doherty |
| | |
| 2023-30693 | M. Cook |
| | |
| 2024-31270 | D. Schmidli |
| 2024-26265 | K.Eichost |
| 2024-27492 | K.Eichost |
| 2024-17251 | K.Eichost |
| 2024-59308 | K.Eichost |
| | |
| 2023-58824 | M. Cook |
| | |
| 2024-30594 | T.Hurley |
| 2024-405 | T.Hurley |
| | |
| 2011-37203 | K.Eichost |
| 2011-37214 | K.Eichost |
| 2012-46514 | K.Eichost |
| 2016-62634 | K.Eichost |
| 2024-31238 | K.Eichost |
| 2024-31543 | J.Whitfield |
| 2024-32544 | T. Hurley |
| 2024-21079 | J. whitfield |
| 2024-28537 | J.Whitfield |
| 2024-30594-Initial only referred to PIO per Brady | K.Eichost |
| 2024-4200 | K.Eichost |
| 2024-26404 | J.Whitfield |
| 2024-13833 | J.Whitfield |
| 2024-14011 | J.Whitfield |
| 2024-14534 | J.Whitfield |
| 2024-15284 | J.Whitfield |
| 2024-22333 | K.Eichost |

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|---|---|
| 2023-36434 | K.Eichost |
| 2024-32530 | K.Eichost |
| 2024-11725 | D.Schmidli |
| 2023-32776 Open - Initial Only | T. Hurley |
| 2024-32614 Report Not Ready | T. Hurley |
| | |
| 2024-31362 | T. Hurley |
| 2024-30354 | S. Pendleton |
| 2024-29391 | S. Pendleton |
| 2024-30872 | J. Whitfield |
| 2023-9101 | J. Whitfield |
| 2024-22794 | J. Whitfield |
| 2024-9579 | J. Whitfield |
| | |
| 2024-29623 | K.Eichost |
| 2024-30260 | K.Eichost |
| 2024-21260 | K.Eichost |
| 2024-27093 | K.Eichost |
| 2024-27022 | K.Eichost |
| 2024-26966 | K.Eichost |
| 2024-27054 | K.Eichost |
| 2024-27049 | K.Eichost |
| 2024-28906 | K.Eichost |
| 2024-29795 | K.Eichost |
| 2024-27376 | K.Eichost |
| 2024-27264 | K.Eichost |
| 2024-29115 | K.Eichost |
| 2024-28896 | K.Eichost |
| 2024-29199 | K.Eichost |
| 2024-26774 | K.Eichost |
| 2024-26779 | K.Eichost |
| 2024-26717 | K.Eichost |
| | |
| 2024-24111 | K. Bailey |
| 2023-88180 / 2024-21288 | T. Hurley |
| 2024-29961 | T. Hurley |
| 2024-23600 | J. Whitfield |
| Faxed to Requestor | J. Whitfield |
| 2022-44634 | J. Whitfield |
| 2024-32326 Open - Initial Only | T. Hurley |
| 2020-66089 | E. Doherty |
| Sent Activity Sheet | E. Doherty |
| 2024-28812 | K. Bailey |
| 2024-10520 | E. Doherty |
| 2024-32780 | T. Hurley |
| 2024-29657 | K. Bailey |

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|---|---|
| 2024-4669 | T. Hurley |
| 2024-19895 | T. Hurley |
| 2024-30294 | T. Hurley |
| 2024-32780 | T. Hurley |
| 2023-83584 | T. Hurley |
| 2024-31918 | T. Hurley |
| 2024-28537 | T. Hurley |
| 2023-22815 | T. Hurley |
| 2024-22394 | T. Hurley |
| 2024-32530 | S. Pendleton |
| 2024-28812 | S. Pendleton |
| 2024-28946 | S. Pendleton |
| 2023-38211 | J. Whitfield |
| 2024-30616 | J. Whitfield |
| 2024-27736 | J. Whitfield |
| 2024-29709 | J. Whitfield |
| 2024-24755 | J. Whitfield |
| 2023-70549 | J. Whitfield |
| 2024-16433/2024-26929/2024-10599/2023-85585/2023-15680 | J. Whitfield |
| 2022-49837 | J. Whitfield |
| 2024-18595 | T. Hurley |
| | |
| 2017-52647 | J. Whitfield |
| | |
| 2021-33065 / 2017-67876 / 2012-59898 | E. Doherty |
| 2024-30701 | T. Hurley |
| 2024-32610 | E. Doherty |
| 2024-31316 | T. Hurley |
| 2024-25529 | T. Hurley |
| 2024-32115 Open - Initial Only | E. Doherty |
| 2014-29649 / 2015-45989 / 2015-95257 | E. Doherty |
| 2024-25244 | E. Doherty |
| 2022-21395 / 2022-31827 / 2022-33208 | T. Hurley |
| 2024-32419 | M. Cook |
| 2015-37234 / 2016-2298 Open - Initial Only | J. Whitfield |
| | |
| 2024-32041 Open - Initial Only | M. Cook |
| 2024-32673 | E. Doherty |
| 2024-13754 Open - Initial Only | E. Doherty |
| 2024-29623 | E. Doherty |
| 2024-31873 | T. Hurley |
| 2024-23817 | T. Hurley |
| 2024-31653 | T. Hurley |
| | |
| 2024-2866 / 2024-4598 / 2024-28218 | E. Doherty |
| 2024-27022 | J. Whitfield |
| 2024-31254 Open - Initial Only | E. Doherty |

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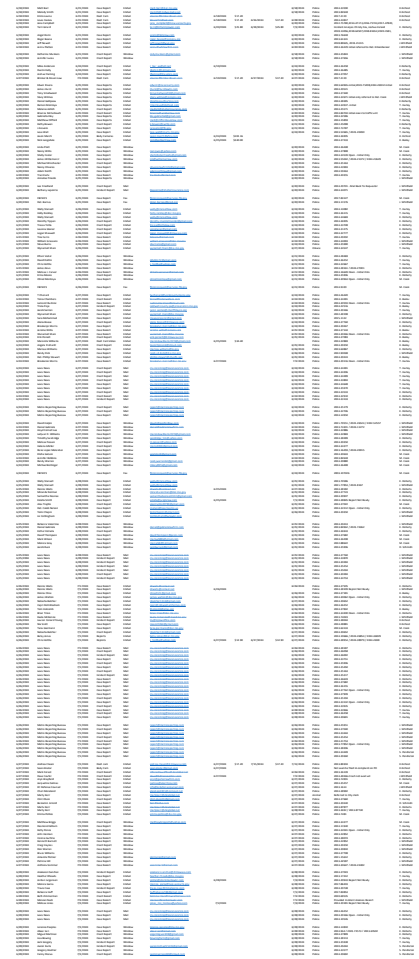
|---|---|
| 2024-33368 - Report Not Ready | E. Doherty |
| Nothing Found | E. Doherty |
| 2024-21310 | E. Doherty |
| 2022-47477 | E. Doherty |
| E-Mailed Photos - No Charge - Only 5 Photos | K. Bailey |
| 2010-28791 Teresa Stone Videos | K. Bailey |
| | |
| 2006-51943 | J. Whitfield |
| 2023-37646 | J. Whitfield |
| 2022-43746 | E. Doherty |
| 2021-43682 | E. Doherty |
| 2023-83483 / 2023-83552 | T. Hurley |
| 2024-27052 | T. Hurley |
| 2024-28743 | T. Hurley |
| | |
| 2024-20799 | M. Cook |



Pending further info from Staff

Awaiting Funds

3rd Business Day Follow Up

Funds Received

Pending Requester

Legal Review

| Date Received | Requester Name | Response Required by Date | Records requested | How request received |
|---|---|---|---|---|
| 7/1/2024 | Charles Puhr | 7/4/2024 | Case Report | E-Mail |
| 7/1/2024 | Jason Godfrey | 7/4/2024 | Case Report | E-Mail |
| 7/1/2024 | Corby Jones | 7/4/2024 | Case Report | E-Mail |
| 7/1/2024 | Thomas McDonald | 7/4/2024 | Case Report | E-Mail |
| 7/1/2024 | Andrea Clasen | 7/4/2024 | Incident Report | E-Mail |
| 7/1/2024 | Alannah Collins | 7/4/2024 | Crash Report | E-Mail |
| 7/1/2024 | Mariah Wieland | 7/4/2024 | Crash Report | E-Mail |
| 7/1/2024 | Jeremy Povenmore | 7/4/2024 | Case Report | E-Mail |
| 7/1/2024 | Nathaniel Driver | 7/4/2024 | Case Report | E-Mail |
| 7/1/2024 | Samantha Farmer | 7/4/2024 | Case Report | E-Mail |
| 7/1/2024 | Andrew Couch | 7/4/2024 | Case Report | E-Mail |
| 7/1/2024 | Angela Rock | 7/4/2024 | Incident Analysis | E-Mail |
| 7/1/2024 | Jana Campbell | 7/4/2024 | Case Report | E-Mail |
| 7/1/2024 | Chris Dickman | 7/4/2024 | Crash Report | E-Mail |
| 7/1/2024 | Brandon | 7/4/2024 | Case Report | E-Mail |
| | | | | |
| 7/1/2024 | Metro Reporting Bureau | 7/4/2024 | Crash Report | Mail |
| 7/1/2024 | Metro Reporting Bureau | 7/4/2024 | Case Report | Mail |
| 7/1/2024 | Metro Reporting Bureau | 7/4/2024 | Crash Report | Mail |
| 7/1/2024 | Metro Reporting Bureau | 7/4/2024 | Crash Report | Mail |
| | | | | |
| 7/1/2024 | Craig Fountain | 7/4/2024 | Crash Report | Window |
| 7/1/2024 | Jose Marroquinn | 7/4/2024 | Case Report | Window |
| 7/1/2024 | Lillian Pulusi | 7/4/2024 | Case Report | Window |
| 7/1/2024 | Mason Russell | 7/4/2024 | Case Report | Window |
| 7/1/2024 | Renate Heins | 7/4/2024 | Crash Report | Window |
| 7/1/2024 | Elizabeth Harper | 7/4/2024 | Case Report | Window |
| 7/1/2024 | Elizabeth Thomas | 7/4/2024 | Case Report | Window |
| 7/1/2024 | Amanda Bradford | 7/4/2024 | Crash Report | Window |
| 7/1/2024 | Michael Oliver | 7/4/2024 | Case Report | Window |
| 7/1/2024 | Gregory Marrs | 7/4/2024 | Incident Report | Window |
| 7/1/2024 | Deron Bell | 7/4/2024 | Incident Report | Window |
| 7/1/2024 | Nancy Gasca | 7/4/2024 | Case Report | Window |
| | | | | |
| 7/1/2024 | Emma Pollice | 7/4/2024 | Case Report | Fax |
| 7/1/2024 | Jayson Williams | 7/4/2024 | Case Report | Fax |
| | | | | |
| 7/2/2024 | Kendra Allen | 7/5/2024 | Crash Report | E-Mail |
| 7/2/2024 | Jessica Nading | 7/5/2024 | Incident Analysis | E-Mail |

| | | | | |
|---|---|---|---|---|
| 7/2/2024 | Nayeem Mohammad | 7/5/2024 | Case Report | E-Mail |
| 7/2/2024 | Neilsa Mola | 7/5/2024 | Incident Reports | E-Mail |
| 7/2/2024 | Neilsa Mola | 7/5/2024 | Case Report | E-Mail |
| 7/2/2024 | Jana Campbell | 7/5/2024 | Case Report | E-Mail |
| 7/2/2024 | Amanda Warner | 7/5/2024 | Case Report | E-Mail |
| 7/2/2024 | Heather Carpenter | 7/5/2024 | Case Report | E-Mail |
| 7/2/2024 | Neilsa Mola | 7/5/2024 | Case Report | E-Mail |
| 7/2/2024 | Marty Kerr | 7/5/2024 | Case Report | E-Mail |
| 7/2/2024 | Mike Tucker | 7/5/2024 | Case Report | E-Mail |
| 7/2/2024 | Kaitlin Keselis | 7/5/2024 | Case Report | E-Mail |
| 7/2/2024 | Yildo Rios | 7/5/2024 | Case Report | E-Mail |
| 7/2/2024 | Katie Garten | 7/5/2024 | Case Report | E-Mail |
| | | | | |
| 7/2/2024 | David Parks | 7/5/2024 | Case Report | Window |
| 7/2/2024 | Baldemar Cerritos | 7/5/2024 | Case Report | Window |
| 7/2/2024 | Erika Meja | 7/5/2024 | Crash Report | Window |
| 7/2/2024 | Terry Thacker | 7/5/2024 | Case Report | Window |
| 7/2/2024 | Jesse Eissler | 7/5/2024 | Case Report | Window |
| 7/2/2024 | Hazel Vroom | 7/5/2024 | Case Report | Window |
| 7/2/2024 | Donita Romines | 7/5/2024 | Case Report | Window |
| 7/2/2024 | Daniel Gabriele | 7/5/2024 | Case Report | Window |
| 7/2/2024 | Sheila Carroll | 7/5/2024 | Case Report | Window |
| | | | | |
| 7/2/2024 | FBI NICS | 7/5/2024 | Case Report | Fax |
| 7/2/2024 | Abraham Kuhl | 7/5/2024 | Case Report | Fax |
| | | | | |
| 7/2/2024 | Lexis Nexis | 7/5/2024 | Case Report | Mail |
| 7/2/2024 | Lexis Nexis | 7/5/2024 | Crash Report | Mail |
| 7/2/2024 | Lexis Nexis | 7/5/2024 | Case Report | Mail |
| 7/2/2024 | Lexis Nexis | 7/5/2024 | Crash Report | Mail |
| 7/2/2024 | Lexis Nexis | 7/5/2024 | Incident Report | Mail |
| 7/2/2024 | Lexis Nexis | 7/5/2024 | Crash Report | Mail |
| 7/2/2024 | Lexis Nexis | 7/5/2024 | Case Report | Mail |
| 7/2/2024 | Lexis Nexis | 7/5/2024 | Case Report | Mail |
| 7/2/2024 | Lexis Nexis | 7/5/2024 | Crash Report | Mail |
| 7/2/2024 | Lexis Nexis | 7/5/2024 | Case Report | Mail |
| 7/2/2024 | Lexis Nexis | 7/5/2024 | Case Report | Mail |
| 7/2/2024 | Lexis Nexis | 7/5/2024 | Case Report | Mail |
| 7/2/2024 | Lexis Nexis | 7/5/2024 | Crash Report | Mail |
| 7/2/2024 | Lexis Nexis | 7/5/2024 | Crash Report | Mail |
| 7/2/2024 | Lexis Nexis | 7/5/2024 | Incident Report | Mail |
| | | | | |
| 7/3/2024 | Stacey Adden | 7/8/2024 | Case Report | E-Mail |
| 7/3/2024 | Madison Bothe | 7/8/2024 | Crash Report | E-Mail |
| 7/3/2024 | Tressa King | 7/8/2024 | Case Report | E-Mail |
| 7/3/2024 | Cliff Tipton | 7/8/2024 | Case Report | E-Mail |
| 7/3/2024 | Brent Lehr | 7/8/2024 | Body Cam | E-Mail |

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|---|---|---|---|---|
| 7/3/2024 | Mark Thomas | 7/8/2024 | Case Report | E-Mail |
| 7/3/2024 | Justin Selig | 7/8/2024 | Case Report | E-Mail |
| 7/3/2024 | Anakaren Fragoso | 7/8/2024 | Case Report | E-Mail |
| 7/3/2024 | Steve Hoy | 7/8/2024 | Case Report | E-Mail |
| 7/3/2024 | Sandra Tindall | 7/8/2024 | Case Report | E-Mail |
| 7/3/2024 | Mary Franklin | 7/8/2024 | Case Report | E-Mail |
| 7/3/2024 | Brandon Decker | 7/8/2024 | Crash Report | E-Mail |
| 7/3/2024 | Jenny Alvarez | 7/8/2024 | Crash Report | E-Mail |
| 7/3/2024 | Michael Tabor | 7/8/2024 | Case Report | E-Mail |
| 7/3/2024 | Lilly McCullough | 7/8/2024 | Case Report | E-Mail |
| 7/3/2024 | Kalyn Smith | 7/8/2024 | Case Report | E-Mail |
| 7/3/2024 | Alia Abdelgawad | 7/8/2024 | Case Report | E-Mail |
| 7/3/2024 | Adair Russell | 7/8/2024 | Crash Report | E-Mail |
| 7/3/2024 | Melissa Richardson | 7/8/2024 | Case Report | E-Mail |
| 7/3/2024 | Taylor Bray | 7/8/2024 | Interview Videos | E-Mail |
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| 7/3/2024 | Kristi Schowengerdt | 7/8/2024 | Case Report | Window |
| 7/3/2024 | Jason Eissler | 7/8/2024 | Case Report | Window |
| 7/3/2024 | Tammy Leightner | 7/8/2024 | Case Report | Window |
| 7/3/2024 | Taylor Sloan | 7/8/2024 | Case Report | Window |
| 7/3/2024 | Annette Jackson | 7/8/2024 | Case Report | Window |
| 7/3/2024 | Darrell Wyatt | 7/8/2024 | Crash Report | Window |
| 7/3/2024 | Rachel Ford | 7/8/2024 | Case Report | Window |
| 7/3/2024 | Jonathan Cook | 7/8/2024 | Case Report | Window |
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| 7/3/2024 | Lexis Nexis | 7/8/2024 | Crash Report | Mail |
| 7/3/2024 | Lexis Nexis | 7/8/2024 | Case Report | Mail |
| 7/3/2024 | Lexis Nexis | 7/8/2024 | Crash Report | Mail |
| 7/3/2024 | Lexis Nexis | 7/8/2024 | Crash Report | Mail |
| 7/3/2024 | Lexis Nexis | 7/8/2024 | Case Report | Mail |
| 7/3/2024 | Lexis Nexis | 7/8/2024 | Crash Report | Mail |
| 7/3/2024 | Lexis Nexis | 7/8/2024 | Case Report | Mail |
| 7/3/2024 | Lexis Nexis | 7/8/2024 | Crash Report | Mail |
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| 7/3/2024 | Lexis Nexis | 7/8/2024 | Case Report | Mail |
| 7/3/2024 | Lexis Nexis | 7/8/2024 | Crash Report | Mail |
| 7/3/2024 | Lexis Nexis | 7/8/2024 | Incident Report | Mail |
| 7/3/2024 | Lexis Nexis | 7/8/2024 | Incident Report | Mail |
| 7/3/2024 | Lexis Nexis | 7/8/2024 | Case Report | Mail |
| | | | | |
| 7/5/2024 | Janna Nelson | 7/10/2024 | Case Report | E-Mail |
| 7/5/2024 | Janny Alvarez | 7/10/2024 | Dash Cam | E-Mail |
| 7/5/2024 | Joseph Marvin | 7/10/2024 | Case Report | E-Mail |
| 7/5/2024 | For The People | 7/10/2024 | Incident Report | E-Mail |
| 7/5/2024 | Brandon | 7/10/2024 | Case Report | E-Mail |
| 7/5/2024 | Annette Richards | 7/10/2024 | Case Report | E-Mail |
| 7/5/2024 | Cathy Brooks | 7/10/2024 | Incident Report | E-Mail |

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|---|---|---|---|---|
| 7/5/2024 | Craig Haynes | 7/10/2024 | Crash Report | Window |
| 7/5/2024 | Sunshine Quinn | 7/10/2024 | Case Report | Window |
| 7/5/2024 | Charles Anshutz | 7/10/2024 | Case Report | Window |
| 7/5/2024 | Cory Conway | 7/10/2024 | Case Report | Window |
| 7/5/2024 | Diego Garcia | 7/10/2024 | Crash Report | Window |
| 7/5/2024 | Preston Miller | 7/10/2024 | Case Report | Window |
| 7/5/2024 | John Cooper | 7/10/2024 | Crash Report | Window |
| 7/5/2024 | Heather Mata | 7/10/2024 | Case Report | Window |
| 7/5/2024 | Joseph Debarthe | 7/10/2024 | Crash Report | Window |
| | | | | |
| 7/5/2024 | FBI NICS | 7/10/2024 | Case Report | Fax |
| 7/5/2024 | Kelly Christensen | 7/10/2024 | Case Report | Fax |
| 7/5/2024 | FBI NICS | 7/10/2024 | Case Report | Fax |
| 7/5/2024 | FBI NICS | 7/10/2024 | Case Report | Fax |
| | | | | |
| 7/8/2024 | Tressa King | 7/11/2024 | Case Report | E-Mail |
| 7/8/2024 | Juoty Jalarue | 7/11/2024 | Case Report | E-Mail |
| 7/8/2024 | Susann Spotwood | 7/11/2024 | Case Report | E-Mail |
| 7/8/2024 | Loren Hernandez | 7/11/2024 | Case Report | E-Mail |
| 7/8/2024 | Lisa Reiter | 7/11/2024 | Case Report | E-Mail |
| 7/8/2024 | Deana Duyck | 7/11/2024 | Case Report | E-Mail |
| 7/8/2024 | Genoveva Quinones | 7/11/2024 | Case Report | E-Mail |
| 7/8/2024 | Justin Friedel | 7/11/2024 | Case Report | E-Mail |
| 7/8/2024 | William Grassano | 7/11/2024 | Case Report | E-Mail |
| 7/8/2024 | Justin Friedel | 7/11/2024 | Case Report | E-Mail |
| 7/8/2024 | Darian Frazier | 7/11/2024 | Case Report | E-Mail |
| 7/8/2024 | Kevin McAninch | 7/11/2024 | Case Report | E-Mail |
| 7/8/2024 | Reegan Riss | 7/11/2024 | Case Report | E-Mail |
| 7/8/2024 | Kevin McAninch | 7/11/2024 | Case Report | E-Mail |
| 7/8/2024 | Leslie Williams | 7/11/2024 | Report / Body Cam | E-Mail |
| 7/8/2024 | Sa'id Toumeh | 7/11/2024 | Case Report | E-Mail |
| 7/8/2024 | Kalyn Smith | 7/11/2024 | Case Report | E-Mail |
| 7/8/2024 | Melissa Richardson | 7/11/2024 | Case Report | E-Mail |
| 7/8/2024 | Demarcus Hill | 7/11/2024 | Case Report | E-Mail |
| 7/8/2024 | Diana Wells | 7/11/2024 | Crash Report | E-Mail |
| 7/8/2024 | Byron Wrinkle | 7/11/2024 | Crash Report | E-Mail |
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| 7/8/2024 | Angela Carson | 7/11/2024 | Case Report | Window |
| 7/8/2024 | Jonathan Fuentes | 7/11/2024 | Case Report | Window |
| 7/8/2024 | Rashauna Fielder | 7/11/2024 | Case Report | Window |
| 7/8/2024 | Teresa Theel | 7/11/2024 | Case Report | Window |
| 7/8/2024 | Aidan Johnston | 7/11/2024 | Case Report | Window |
| 7/8/2024 | Mark McIntosh | 7/11/2024 | Case Report | Window |
| 7/8/2024 | Derek Deatherage | 7/11/2024 | Case Report | Window |
| 7/8/2024 | Christopher Scott | 7/11/2024 | Case Report | Window |

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|---|---|---|---|---|
| 7/8/2024 | Lexis Nexis | 7/11/2024 | Crash Report | Mail |
| 7/8/2024 | Lexis Nexis | 7/11/2024 | Crash Report | Mail |
| 7/8/2024 | Lexis Nexis | 7/11/2024 | Crash Report | Mail |
| 7/8/2024 | Lexis Nexis | 7/11/2024 | Case Report | Mail |
| 7/8/2024 | Lexis Nexis | 7/11/2024 | Case Report | Mail |
| 7/8/2024 | Lexis Nexis | 7/11/2024 | Crash Report | Mail |
| 7/8/2024 | Lexis Nexis | 7/11/2024 | Crash Report | Mail |
| 7/8/2024 | Lexis Nexis | 7/11/2024 | Crash Report | Mail |
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| 7/8/2024 | Lexis Nexis | 7/11/2024 | Case Report | Mail |
| 7/8/2024 | Lexis Nexis | 7/11/2024 | Case Report | Mail |
| 7/8/2024 | Lexis Nexis | 7/11/2024 | Crash Report | Mail |
| 7/8/2024 | Lexis Nexis | 7/11/2024 | Case Report | Mail |
| 7/8/2024 | Lexis Nexis | 7/11/2024 | Crash Report | Mail |
| 7/8/2024 | Lexis Nexis | 7/11/2024 | Crash Report | Mail |
| 7/8/2024 | Lexis Nexis | 7/11/2024 | Crash Report | Mail |
| 7/8/2024 | Lexis Nexis | 7/11/2024 | Crash Report | Mail |
| 7/8/2024 | Lexis Nexis | 7/11/2024 | Photos | Mail |
| 7/8/2024 | Metro Reporting Bureau | 7/11/2024 | Case Report | Mail |
| 7/8/2024 | Metro Reporting Bureau | 7/11/2024 | Case Report | Mail |
| 7/9/2024 | Brandi Halverson | 7/12/2024 | Crash Report | E-Mail |
| 7/9/2024 | Stephen Walters | 7/12/2024 | Crash Report | E-Mail |
| 7/9/2024 | Tressa King | 7/12/2024 | Case Report | E-Mail |
| 7/9/2024 | Patricia Short | 7/12/2024 | Case Report | E-Mail |
| 7/9/2024 | Colin Newkirk | 7/12/2024 | Case Report | E-Mail |
| 7/9/2024 | Matthew Patton | 7/12/2024 | Crash Report | E-Mail |
| 7/9/2024 | Michael Brown | 7/12/2024 | Crash Report | E-Mail |
| 7/9/2024 | Police Reports | 7/12/2024 | Crash Report | E-Mail |
| 7/9/2024 | Reshunda Garth | 7/12/2024 | Crash Report | E-Mail |
| 7/9/2024 | Marianne Guatney | 7/12/2024 | Case Report | E-Mail |
| 7/9/2024 | Wynamah Main | 7/12/2024 | Case Report | E-Mail |
| 7/9/2024 | Maxyne Davis | 7/12/2024 | Case Report | E-Mail |
| 7/9/2024 | Andrew Testerman | 7/12/2024 | Case Report | E-Mail |
| 7/9/2024 | Joshua Pennington | 7/12/2024 | Crash Report | Window |
| 7/9/2024 | Denise Savage | 7/12/2024 | Case Report | Window |
| 7/9/2024 | Aishah Mausha | 7/12/2024 | Crash Report | Window |
| 7/9/2024 | Michael Broski | 7/12/2024 | Incident Report | Window |
| 7/9/2024 | Chloe Moza | 7/12/2024 | Crash Report | Window |
| 7/9/2024 | Richard Kessler | 7/12/2024 | Case Report | Fax |
| 7/9/2024 | Yildi Rios | 7/12/2024 | Case Report | Fax |

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|---|---|---|---|---|
| 7/9/2024 | Lexis Nexis | 7/12/2024 | Crash Report | Mail |
| 7/9/2024 | Lexis Nexis | 7/12/2024 | Crash Report | Mail |
| 7/9/2024 | Lexis Nexis | 7/12/2024 | Case Report | Mail |
| 7/9/2024 | Lexis Nexis | 7/12/2024 | Case Report | Mail |
| 7/9/2024 | Lexis Nexis | 7/12/2024 | Incident Report | Mail |
| | | | | |
| 7/10/2024 | Maxyne Davis | 7/15/2024 | Case Report | E-Mail |
| 7/10/2024 | Emily | 7/15/2024 | Case Report | E-Mail |
| 7/10/2024 | Police Reports | 7/15/2024 | Case Report | E-Mail |
| 7/10/2024 | Deena Nabulsi | 7/15/2024 | Case Report | E-Mail |
| 7/10/2024 | Andrea Clasen | 7/15/2024 | Case Report | E-Mail |
| 7/10/2024 | Marty Kerr | 7/15/2024 | Case Report | E-Mail |
| 7/10/2024 | Ashden Ashden | 7/15/2024 | Case Report | E-Mail |
| 7/10/2024 | Police Reports | 7/15/2024 | Case Report | E-Mail |
| 7/10/2024 | Tiffiannette Hawkins | 7/15/2024 | Crash Report | E-Mail |
| 7/10/2024 | Kayla Housman | 7/15/2024 | Crash Report | E-Mail |
| 7/10/2024 | Yildi Rios | 7/15/2024 | Case Report | E-Mail |
| 7/10/2024 | Yildi Rios | 7/15/2024 | Case Report | E-Mail |
| 7/10/2024 | Yildi Rios | 7/15/2024 | Case Report | E-Mail |
| 7/10/2024 | Yildi Rios | 7/15/2024 | Case Report | E-Mail |
| 7/10/2024 | Jonathon Prouty | 7/15/2024 | Case Report | E-Mail |
| 7/10/2024 | Lynn Berry | 7/15/2024 | Case Report | E-Mail |
| 7/10/2024 | Jana Campbell | 7/15/2024 | Case Report | E-Mail |
| 7/10/2024 | Mary Malicoat | 7/15/2024 | Case Report | E-Mail |
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| 7/10/2024 | Derek Goodwin | 7/15/2024 | Crash Report | Window |
| 7/10/2024 | Taylor Sloan | 7/15/2024 | Case Report | Window |
| 7/10/2024 | Kayleena Love | 7/15/2024 | Case Report | Window |
| 7/10/2024 | Alba Garcia | 7/15/2024 | Incident Report | Window |
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| 7/10/2024 | Lexis Nexis | 7/15/2024 | Case Report | Mail |
| 7/10/2024 | Lexis Nexis | 7/15/2024 | Case Report | Mail |
| 7/10/2024 | Lexis Nexis | 7/15/2024 | Case Report | Mail |
| 7/10/2024 | Lexis Nexis | 7/15/2024 | Crash Report | Mail |
| 7/10/2024 | Lexis Nexis | 7/15/2024 | Crash Report | Mail |
| 7/10/2024 | Lexis Nexis | 7/15/2024 | Crash Report | Mail |
| | | | | |
| 7/11/2024 | Amanda Evans | 7/16/2024 | Case Report | E-Mail |
| 7/11/2024 | John Bogensberger | 7/16/2024 | Case Report | E-Mail |
| 7/11/2024 | Justice Sperry | 7/16/2024 | Case Report | E-Mail |
| 7/11/2024 | Michaela Yates | 7/16/2024 | Case Report | E-Mail |
| 7/11/2024 | Jana  Campbell | 7/16/2024 | Case Report | E-Mail |
| 7/11/2024 | Tori Washington | 7/16/2024 | Case Report | E-Mail |
| 7/11/2024 | Angela Carson | 7/16/2024 | Case Reports | E-Mail |
| | | | | |
| 7/11/2024 | Joseph Glowacki | 7/16/2024 | Case Report | Window |
| 7/11/2024 | Amilcar Miranda Fuentez | 7/16/2024 | Case Report | Window |

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|---|---|---|---|
| 7/12/2024 | Valerie Reed | 7/17/2024 Case Report | E-Mail |
| 7/12/2024 | Theresa Dennison | 7/17/2024 Case Report | E-Mail |
| 7/12/2024 | Betsy M. Schreiber | 7/17/2024 Crash Report | E-Mail |
| 7/12/2024 | Sandra Fuller | 7/17/2024 Case Report | E-Mail |
| 7/12/2024 | Elissa Pascoe | 7/17/2024 Case Report | E-Mail |
| 7/12/2024 | Corby Jones | 7/17/2024 Incident Report | E-Mail |
| 7/12/2024 | Karen Turner | 7/17/2024 Incident Report | E-Mail |
| 7/12/2024 | Rachel Maggard | 7/17/2024 Case Report | E-Mail |
| 7/12/2024 | Connie Reed | 7/17/2024 Case Report | E-Mail |
| 7/12/2024 | Kyra Stucky | 7/17/2024 Case Report | E-Mail |
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| 7/12/2024 | Linda Fiegenbaum | 7/17/2024 Crash Report | Window |
| 7/12/2024 | Barbara Daniels | 7/17/2024 Crash Report | Window |
| 7/12/2024 | Jason Eisler | 7/17/2024 Case Report | Window |
| 7/12/2024 | Camille Deatherage | 7/17/2024 Case Report | Window |
| | | | |
| 7/12/2024 | Metro Reporting Bureau | 7/17/2024 Crash Report | Mail |
| 7/12/2024 | Metro Reporting Bureau | 7/17/2024 Case Report | Mail |
| 7/12/2024 | Metro Reporting Bureau | 7/17/2024 Crash Report | Mail |
| | | | |
| 7/15/2024 | Maria Aponte Ramos | 7/18/2024 Case Report | E-Mail |
| 7/15/2024 | Mary Malicoat | 7/18/2024 Body Cam Video | E-Mail |
| 7/15/2024 | Rusty Morton | 7/18/2024 Case Report | E-Mail |
| 7/15/2024 | Steven Downing | 7/18/2024 Case Report | E-Mail |
| 7/15/2024 | Holly Rockley | 7/18/2024 Case Report | E-Mail |
| 7/15/2024 | Tressa King | 7/18/2024 Crash Report | E-Mail |
| 7/15/2024 | Jaqueline Salinas | 7/18/2024 Case Report | E-Mail |
| 7/15/2024 | Maxyne Davis | 7/18/2024 Case Report | E-Mail |
| 7/15/2024 | Kirstyn Wentzel | 7/18/2024 Case Report | E-Mail |
| 7/15/2024 | Chelle Walls | 7/18/2024 Case Report | E-Mail |
| 7/15/2024 | Joseph Lampert | 7/18/2024 Case Report | E-Mail |
| 7/15/2024 | Jana Minatee-Suggs | 7/18/2024 Incident Report | E-Mail |
| 7/15/2024 | Jim Bagby | 7/18/2024 Crash Report | E-Mail |
| 7/15/2024 | Colleen Drewes | 7/18/2024 Crash Report | E-Mail |
| 7/15/2024 | Cathy Martin | 7/18/2024 Crash Report | E-Mail |
| 7/15/2024 | Shelter Insurance | 7/18/2024 Crash Report | E-Mail |
| 7/15/2024 | TJ O'Donnell | 7/18/2024 Crash Report | E-Mail |
| | | | |
| 7/15/2024 | Alicia Carson | 7/18/2024 Case Report | Window |
| 7/15/2024 | Taylor Bass | 7/18/2024 Crash Report | Window |
| 7/15/2024 | Perry Bryant | 7/18/2024 Case Report | Window |
| 7/15/2024 | Janice Qualkinbush | 7/18/2024 Crash Report | Window |
| 7/15/2024 | John Mosley | 7/18/2024 Case Report | Window |
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| 7/15/2024 | Lexis Nexis | 7/18/2024 Case Report | Mail |
| 7/15/2024 | Lexis Nexis | 7/18/2024 Incident Report | Mail |

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| 7/15/2024 | Lexis Nexis | 7/18/2024 | Incident Report | Mail |
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| 7/15/2024 | Lexis Nexis | 7/18/2024 | Crash Report | Mail |
| 7/15/2024 | Lexis Nexis | 7/18/2024 | Case Report | Mail |
| 7/15/2024 | Lexis Nexis | 7/18/2024 | Case Report | Mail |
| 7/15/2024 | Lexis Nexis | 7/18/2024 | Crash Report | Mail |
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| 7/15/2024 | Lexis Nexis | 7/18/2024 | Case Report | Mail |
| 7/15/2024 | Lexis Nexis | 7/18/2024 | Case Report | Mail |
| 7/15/2024 | Metro Reporting Bureau | 7/18/2024 | Crash Report | Mail |
| 7/15/2024 | Metro Reporting Bureau | 7/18/2024 | Incident Report | Mail |
| 7/16/2024 | Ashleigh Foxworthy | 7/19/2024 | Crash Report | E-Mail |
| 7/16/2024 | Rishauna Fielder | 7/19/2024 | Dash Cam Video | E-Mail |
| 7/16/2024 | Linda Zimmerman | 7/19/2024 | Crash Report | E-Mail |
| 7/16/2024 | Michelle Johnson | 7/19/2024 | Case Reports | E-Mail |

**IPD Records Request Log**

| Requester email | 1st Response Date | Est. Cost/ provided Date | Payment Date |
|---|---|---|---|
| cpuhr@beltonpd.org | | | |
| jgodfrey@carpentersunion.org | | | |
| chjones@horizonlm.com | 7/1/2024 | | |
| thomas.mcdonald@doc.mo.gov | 7/1/2024 | | |
| andrea.clasen@dmlawusa.com | | | |
| alannah.collins@dmlawusa.com | | | |
| mariahdawn369@yahoo.com | | | |
| jpovenmire@kcnsc.doe.gov | | | |
| nathaniel.driver@doc.mo.gov | 7/1/2024 | | |
| samantha.farmer@dss.mo.gov | | | |
| andrew.couch@doc.mo.gov | | | |
| arock@gatesshields.com | | | |
| jana_campbell@mow.uscourts.gov | | | |
| chrisdickman30@gmail.com | | | |
| brandonoa1555@gmail.com | 7/1/2024 | | |
| report@metroreporting.com | | | |
| report@metroreporting.com | | | |
| report@metroreporting.com | | | |
| report@metroreporting.com | | | |
| cfountain1964@gmail.com | | | |
| lilliansfreeusa@gmail.com | | | |
| russell.mason34@yahoo.com | | | |
| harperlaw.kc@gmail.com | | | |
| imzadi.faith@gmail.com | | | |
| michael.oliver2020@gmail.com | | | |
| gregmarrs531@yahoo.com | | | |
| gascanancy6766@gmail.com | | | |
| yildi.rios@dss.mo.gov | | | |
| kendreaallen2@gmail.com | 7/2/2024 | | |
| jessica@lattahomes.com | | | |

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|---|---|---|
| chotunayeem92@gmail.com | | |
| neilsa.mola@dss.mo.gov | | |
| neilsa.mola@dss.mo.gov | | |
| jana_campbell@mow.uscourts.gov | | |
| amanda.warner@doc.mo.gov | | |
| onelovealwayz@icloud.com | | |
| neilsa.mola@dss.mo.gov | | |
| martykerr@sbcglobal.net | | |
| worthwithmt@gmail.com | 7/2/2024 | |
| katkes86@gmail.com | | |
| yildi.riosrecoriche@dss.mo.gov | | |
| katie.garten@doc.mo.gov | | |
| | | |
| jeissler79@gmail.com | | |
| | | |
| daniel@gabrielelawfirm.com | | |
| lesnkc59@gmail.com | | |
| | | |
| fbinicsrequest@services.fbi.gov | | |
| | | |
| cru.incoming@lexisnexisrisk.com | | |
| cru.incoming@lexisnexisrisk.com | | |
| cru.incoming@lexisnexisrisk.com | | |
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| cru.incoming@lexisnexisrisk.com | | |
| cru.incoming@lexisnexisrisk.com | | |
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| saddenopc@gmail.com | 7/3/2024 | |
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| tressa@tottalaw.com | | |
| mandmtipton@yahoo.com | | |
| bwlehr@madisonmutual.com | 7/3/2024 | $128.24 |

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| kalyn.smith@dss.mo.gov | | | |
| legal@jryanlaw.com | | | |
| adairruss@gmail.com | | | |
| m3lbrich13@gmail.com | 7/4/2024 | | |
| taylor@primroselegal.com | 7/3/2024 | $172.00 | 7/15/2024 |
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| taylor@sloanlawkc.com | | | |
| jacksonannette61@yahoo.com | | | |
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| desire2964@gmail.com | | | |
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| cathybrooks@msn.com | | | |

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| tressa@tottalaw.com | | | |
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| lisar@bruninglegal.com | | | |
| deana@platinumtitlellc.com | | | |
| genoveva.quinones@doc.mo.gov | | | |
| jfriedel@nkc.org | | | |
| william.grassano@doc.mo.gov | 7/8/2024 | | |
| jfriedel@nkc.org | | | |
| darian.frazier@doc.mo.gov | 7/8/2024 | | |
| kevin.mcaninch@doc.mo.gov | | | |
| reegan2662@gmail.com | | | |
| kevin.mcaninch@doc.mo.gov | | | |
| leslie@lesliewilliamslaw.com | 7/8/2024 | $128.24 | 7/10/2024 |
| s.toumeh@jordanembassyus.org | | | |
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| demarcushill0819@gmail.com | | | |
| dlombard0330@gmail.com | 7/9/2024 | | |
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elissa.pascoe@ks.gov 7/15/2024
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ms.rishauna@gmail.com 7/16/2024 $128.24
lzimmerman@amerisafe.com
mjohnson@cjproperties.org

| Payment Amount | Final response Date | Departments involved | Comments |
|---|---|---|---|
| | 7/1/2024 | Police | 2024-41113 Open - Initial Only |
| | 7/1/2024 | Police | 2024-39020 |
| | 7/8/2024 | Police | 2024-41336 Report Not Ready |
| | | Police | 2024-40690 Reprot Not Ready |
| | 7/1/2024 | Police | 2024-46980 |
| | 7/1/2024 | Police | 2024-38776 |
| | 7/1/2024 | Police | 2024-37968 |
| | 7/1/2024 | Police | 2024-36497 |
| | 7/3/2024 | Police | 2024-40926 |
| | 7/2/2024 | Police | 2024-20801 Open - Initial Only |
| | 7/1/2024 | Police | 2024-36810 |
| | 7/2/2024 | Police | |
| | 7/2/2024 | Police | 2016-7124 / 2015-84130 / 2015-49817 |
| | 7/2/2024 | Police | 2024-38845 |
| | 7/8/2024 | Police | 2024-34507 Report Not Ready |
| | | | |
| | 7/1/2024 | Police | 2024-36252 |
| | 7/1/2024 | Police | 2024-38845 |
| | 7/1/2024 | Police | 2024-36258 |
| | 7/1/2024 | Police | 2024-35254 |
| | | | |
| | 7/1/2024 | Police | 2024-38845 |
| | 7/1/2024 | Police | 2021-82712 |
| | 7/1/2024 | Police | 2024-37715 Open - Initial Only |
| | 7/1/2024 | Police | 2019-99179 |
| | 7/1/2024 | Police | 2024-35744 |
| | 7/1/2024 | Police | 2023-76332 |
| | 7/1/2024 | Police | 2023-52899 |
| | 7/1/2024 | Police | 2024-41077 |
| | 7/1/2024 | Police | 2024-41105 |
| | 7/1/2024 | Police | 2024-40722 |
| | 7/1/2024 | Police | 2024-29465 / 2024-1310 / 2024-16107 |
| | 7/1/2024 | Police | 2024-39430 |
| | | | |
| | 7/1/2024 | Police | 2024-36290 |
| | 7/1/2024 | Police | 2024-39925 |
| | | | |
| | 7/4/2024 | Police | 2024-39177 Report Not Ready |
| | 7/2/2024 | Police | Sent Incident Reports |

| | | |
|---|---|---|
| 7/2/2024 | Police | 2024-41369 |
| 7/2/2024 | Police | 2024-9853 / 2024-10000 / 2024-10015 |
| 7/2/2024 | Police | 2019-48956 / 2016-35735 |
| 7/2/2024 | Police | 2022-55122 / 2019-33199 / 2020-61901 |
| 7/3/2024 | Police | 2024-40438 |
| 7/2/2024 | Police | 2024-32259 |
| 7/2/2024 | Police | No Records Found |
| 7/3/2024 | Police | 2024-38572 Open - Initial Only |
| 7/16/2024 | Police | 2024-41157 Report Not Ready |
| 7/3/2024 | Police | 2024-38776 |
| 7/3/2024 | Police | 2024-20522 |
| 7/3/2024 | Police | 2024-3978 / 2024-41787 |
| | | |
| 7/2/2024 | Police | 2024-30855 |
| 7/2/2024 | Police | 2023-78148 / 2024-33569 / 2023-67581 |
| 7/2/2024 | Police | 2024-33267 |
| 7/2/2024 | Police | 2024-39622 |
| 7/2/2024 | Police | 2024-35665 |
| 7/2/2024 | Police | 2024-35627 |
| 7/2/2024 | Police | 2024-40182 |
| 7/2/2024 | Police | 2010-72857 |
| 7/2/2024 | Police | 2024-38685 / 2024-28258 |
| | | |
| 7/2/2024 | Police | 2015-11448 |
| 7/2/2024 | Police | 2024-32950 |
| | | |
| 7/2/2024 | Police | 2024-34254 |
| 7/2/2024 | Police | 2024-34469 |
| 7/2/2024 | Police | 2024-39371 |
| 7/2/2024 | Police | 2024-36995 |
| 7/2/2024 | Police | 2024-37318 |
| 7/2/2024 | Police | 2024-37040 |
| 7/2/2024 | Police | 2024-39905 |
| 7/2/2024 | Police | 2024-35647 |
| 7/2/2024 | Police | 2024-34245 |
| 7/2/2024 | Police | 2024-36011 |
| 7/2/2024 | Police | 2024-35647 |
| 7/2/2024 | Police | 2024-36927 |
| 7/2/2024 | Police | 2024-36252 |
| 7/2/2024 | Police | 2024-36438 |
| 7/2/2024 | Police | 2024-37023 |
| | | |
| 7/5/2024 | Police | 2024-12085 Report Not Ready |
| 7/8/2024 | Police | 2024-37289 |
| 7/3/2024 | Police | 2023-69247 |
| 7/3/2024 | Police | 2024-17423 |
| | Police | |

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|---|---|---|---|
| | 7/3/2024 | Police | 2024-38011 |
| | 7/3/2024 | Police | 2024-36376 |
| | 7/3/2024 | Police | 2024-39758 Open - Initial Only |
| | 7/4/2024 | Police | 2024-39177 |
| | 7/4/2024 | Police | 2024-36927 |
| | 7/4/2024 | Police | 2022-44121 |
| | 7/4/2024 | Police | 2024-39920 |
| | 7/4/2024 | Police | 2024-16090 |
| | 7/4/2024 | Police | 2024-39587 Opwn - Initial Only |
| | 7/4/2024 | Police | 2024-36985 |
| | 7/4/2024 | Police | 2024-31982 |
| | 7/4/2024 | Police | 2024-26883 |
| | 7/8/2024 | Police | 2024-38516 |
| | 7/13/2024 | Police | 2024-35257 Report Not Ready |
| $172.00 | 7/15/2024 | Police | 2010-28791 T Stone Interviews |
| | | | |
| | 7/3/2024 | Police | 2021-56472 / 2022-89621 |
| | 7/3/2024 | Police | 2024-38143 / 2024-35379 / 2024-42074 |
| | 7/3/2024 | Police | 2024-31273 Open - Initial Only |
| | 7/3/2024 | Police | 2023-61071 |
| | 7/3/2024 | Police | 2024-34498 |
| | 7/3/2024 | Police | 2024-38257 |
| | 7/3/2024 | Police | 2022-9262 Open - Initial Only |
| | 7/3/2024 | Police | 2024-41636 |
| | | | |
| | 7/3/2024 | Police | 2024-38109 |
| | 7/3/2024 | Police | 2024-40742 |
| | 7/3/2024 | Police | 2024-38022 |
| | 7/3/2024 | Police | 2024-37968 |
| | 7/3/2024 | Police | 2024-40127 |
| | 7/3/2024 | Police | 2024-37669 |
| | 7/3/2024 | Police | 2024-40380 |
| | 7/3/2024 | Police | 2024-36737 |
| | 7/3/2024 | Police | 2024-34480 |
| | 7/3/2024 | Police | 2024-39879 |
| | 7/3/2024 | Police | 2024-36671 |
| | 7/3/2024 | Police | 2024-37398 |
| | 7/3/2024 | Police | 2024-31549 |
| | 7/3/2024 | Police | 2024-39162 |
| | | | |
| | 7/8/2024 | Police | 2024-39587 Open - Initial Only |
| | | Police | 2024-39177 |
| | 7/8/2024 | Police | 2024-37026 |
| | 7/8/2024 | Police | 2023-21302 |
| | 7/8/2024 | Police | 2024-34507 |
| | 7/8/2024 | Police | 2024-35306 |
| | 7/8/2024 | Police | 2024-37295 |

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|---|---|---|---|
| | 7/5/2024 | Police | 2024-39350 |
| | 7/5/2024 | Police | 2024-31412 |
| | 7/5/2024 | Police | 2024-38716 |
| | 7/5/2024 | Police | 2024-13496 |
| | 7/5/2024 | Police | 2024-37943 |
| | 7/5/2024 | Police | 2024-40841 |
| | 7/5/2024 | Police | 2024-36534 |
| | 7/5/2024 | Police | 2023-69795 |
| | 7/5/2024 | Police | 2024-38966 |
| | | | |
| | 7/5/2024 | Police | 2022-61208 |
| | 7/5/2024 | Police | 2019-80088 |
| | 7/5/2024 | Police | 2003-35232 |
| | 7/5/2024 | Police | 2022-49328 |
| | | | |
| | 7/8/2024 | Police | 2024-25809 |
| | 7/8/2024 | Police | 2024-32087 |
| | 7/8/2024 | Police | 2024-40396 |
| | 7/8/2024 | Police | 2024-39999 |
| | 7/8/2024 | Police | 2024-32525 |
| | 7/8/2024 | Police | 2024-36477 |
| | 7/8/2024 | Police | 2024-43049 |
| | 7/8/2024 | Police | 2023-70711 Open - Initial Only |
| | 7/11/2024 | Police | 2024-43420 Report Not Ready |
| | 7/8/2024 | Police | 2023-77274 - Referred to State Prosecutor |
| | 7/11/2024 | Police | 2024-43189 Open - Initial Only |
| | 7/8/2024 | Police | 2016-87843 / 2024-43182 |
| | 7/8/2024 | Police | 2024-38299 |
| | 7/9/2024 | Police | 2017-55820 / 2017-86818 / 2024-42467 |
| $128.24 | 7/14/2024 | Police | 2024-40872 |
| | 7/9/2024 | Police | 2024-11159 |
| | 7/8/2024 | Police | 2024-32054 Open - Initial Only |
| | 7/9/2024 | Police | 2024-35257 |
| | 7/9/2024 | Police | 2023-19577 |
| | 7/15/2024 | Police | 2024-42267 Report Not Ready |
| | 7/9/2024 | Police | 2023-87839 |
| | | | |
| | 7/8/2024 | Police | 2021-84247 |
| | 7/8/2024 | Police | 2024-39955 |
| | 7/8/2024 | Police | 2024-40872 |
| | 7/8/2024 | Police | 2024-33217 |
| | 7/8/2024 | Police | 2024-4067 |
| | 7/8/2024 | Police | 2024-40154 |
| | 7/8/2024 | Police | 2024-39752 |
| | 7/8/2024 | Police | 2024-9846 |

| | | |
|---|---|---|
| 7/8/2024 | Police | 2024-38061 |
| 7/8/2024 | Police | 2024-38109 |
| 7/8/2024 | Police | 2024-38516 |
| 7/8/2024 | Police | 2024-41185 |
| 7/8/2024 | Police | 2024-41157 |
| 7/8/2024 | Police | 2024-38967 |
| 7/8/2024 | Police | 2024-38740 |
| 7/8/2024 | Police | 2024-38766 |
| 7/8/2024 | Police | 2024-38776 |
| 7/8/2024 | Police | 2024-26043 |
| 7/8/2024 | Police | 2024-37289 |
| 7/8/2024 | Police | 2024-39162 |
| 7/8/2024 | Police | 2023-85585 |
| 7/8/2024 | Police | 2024-35176 |
| 7/8/2024 | Police | 2024-40915 |
| 7/8/2024 | Police | 2024-39116 |
| 7/8/2024 | Police | 2024-38501 |
| 7/8/2024 | Police | 2024-38737 |
| 7/8/2024 | Police | 2024-32802 |
| 7/8/2024 | Police | 2023-88367 |
| | | |
| 7/8/2024 | Police | 2024-39996 |
| 7/8/2024 | Police | 2024-38390 |
| | | |
| 7/9/2024 | Police | 2024-40266 |
| 7/9/2024 | Police | 2024-40044 |
| 7/9/2024 | Police | 2024-8717 |
| 7/9/2024 | Police | 2024-50554 |
| 7/9/2024 | Police | 2021-697 |
| 7/9/2024 | Police | 2021-13819 |
| 7/9/2024 | Police | 2024-33846 |
| 7/9/2024 | Police | Unable To Locate Anything |
| 7/9/2024 | Police | 2024-24743 |
| 7/15/2024 | Police | 2024-40821 Report Not Ready |
| 7/10/2024 | Police | 2024-43609 Open - Initial Only |
| | Police | Report Not Ready |
| 7/10/2024 | Police | 2024-43372 / 2024-43306 / 2024-38350 |
| | | |
| 7/9/2024 | Police | 2024-27253 |
| 7/9/2024 | Police | 2024-39181 |
| 7/9/2024 | Police | 2024-39927 |
| 7/9/2024 | Police | 2024-40575 |
| 7/9/2024 | Police | 2023-56614 |
| | | |
| 7/9/2024 | Police | 2024-43353 / 2024-41430 |
| 7/9/2024 | Police | 2024-35077 |

| | | |
|---|---|---|
| 7/9/2024 | Police | 2024-38987 |
| 7/9/2024 | Police | 2024-38776 |
| 7/9/2024 | Police | 2024-41089 |
| 7/9/2024 | Police | 2024-38511 |
| 7/9/2024 | Police | 2024-38526 |
| | | |
| 7/10/2024 | Police | 2024-42204 / 2024-43722 |
| 7/10/2024 | Police | 2024-8912 |
| 7/10/2024 | Police | 2023-59752 |
| 7/10/2024 | Police | 2024-21968 |
| 7/10/2024 | Police | 2024-41709 Open - Initial Only |
| 7/10/2024 | Police | 2023-9376 |
| | Police | 2016-78951 |
| 7/10/2024 | Police | 2024-31254 |
| 7/11/2024 | Police | 2022-52518 |
| 7/11/2024 | Police | 2024-40044 |
| 7/11/2024 | Police | 2024-40796 Open - Initial Only |
| 7/15/2024 | Police | 2024-40199 Open - Initial Only |
| | Police | |
| | Police | |
| 7/11/2024 | Police | 2001-110792 / 2008-50072 / 2009-105489 |
| 7/11/2024 | Police | 2024-41113 |
| 7/11/2024 | Police | Unable to locate anything. |
| 7/11/2024 | Police | 2024-38289 |
| | | |
| 7/10/2024 | Police | 2024-38061 |
| 7/10/2024 | Police | 2024-12457 |
| 7/10/2024 | Police | 2024-36376 |
| 7/10/2024 | Police | 2024-40801 |
| | | |
| 7/10/2024 | Police | 2024-39230 |
| 7/10/2024 | Police | 2024-41565 |
| 7/10/2024 | Police | 2024-39250 |
| 7/10/2024 | Police | 2024-39177 |
| 7/10/2024 | Police | 2024-40044 |
| 7/10/2024 | Police | 2024-39330 |
| | | |
| 7/11/2024 | Police | 2016-94275 / 2017-48161 / 2018-95929 |
| 7/11/2024 | Police | 2024-16518 / 2024-16533 Open Cases |
| 7/15/2024 | Police | 2024-43892 Report |
| 7/11/2024 | Police | 2024-37737 |
| 7/11/2024 | Police | 2019-90301 / 2024-3874 |
| 7/11/2024 | Police | 2024-39360 |
| 7/11/2024 | Police | 2019-73590 / 2020-15807 / 2020-26283 |
| | | |
| 7/11/2024 | Police | 2024-39472 |
| 7/11/2024 | Police | 2024-29301 Open - Initial Only |

| | | |
|---|---|---|
| 7/12/2024 | Police | 2024-27987 Open - Initial Only |
| 7/12/2024 | Police | 2019-80202 |
| 7/15/2024 | Police | 2022-52665 |
| 7/15/2024 | Police | 2024-39553 |
| | Police | Report Not Ready |
| 7/12/2024 | Police | 2024-43074 |
| 7/15/2024 | Police | 2024-31462 |
| 7/15/2024 | Police | 2024-43661 |
| 7/15/2024 | Police | 2024-38345 Open - Initial Only |
| | Police | |
| 7/12/2024 | Police | 2024-42739 |
| 7/12/2024 | Police | 2024-43193 |
| 7/12/2024 | Police | 2024-43823 |
| 7/12/2024 | Police | 2024-39752 / 2022-57531 / 2024-2410 |
| 7/12/2024 | Police | 2024-40826 |
| 7/12/2024 | Police | 2024-37832 |
| 7/12/2024 | Police | 2024-39228 |
| 7/15/2024 | Police | 2024-36975 Open - Initial Only |
| | Police | 2024-38289 |
| 7/15/2024 | Police | 2024-10769 |
| 7/15/2024 | Police | 2024-40230 |
| 7/15/2024 | Police | 2024-44906 |
| 7/15/2024 | Police | 2024-29388 |
| 7/15/2024 | Police | 2024-35257 |
| 7/15/2024 | Police | 2024-13773 / 2024-15695 |
| 7/15/2024 | Police | 2017-31528 Referred to State Prosecutor |
| | Police | 2024-41667 |
| 7/15/2024 | Police | 2024-51381 |
| 7/15/2024 | Police | 2024-41918 |
| 7/15/2024 | Police | 2024-39741 |
| 7/16/2024 | Police | 2024-39943 |
| 7/16/2024 | Police | 2024-10234 |
| 7/15/2024 | Police | 2024-41083 |
| 7/15/2024 | Police | 2024-39116 |
| 7/15/2024 | Police | 2024-23128 |
| 7/15/2024 | Police | 2019-37018 |
| 7/15/2024 | Police | 2024-43568 Open - Initial Only |
| 7/15/2024 | Police | 2024-43276 |
| 7/15/2024 | Police | 2024-43465 |
| 7/15/2024 | Police | 2024-40380 |
| 7/15/2024 | Police | 2024-39928 |

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| 7/15/2024 | Police | 2024-26043 |
| 7/15/2024 | Police | 2024-39360 |
| 7/15/2024 | Police | 2024-40826 |
| 7/15/2024 | Police | 2024-42105 Open - Initial Only |
| 7/15/2024 | Police | 2024-39407 |
| 7/15/2024 | Police | 2024-39741 |
| 7/15/2024 | Police | 2024-38037 |
| 7/15/2024 | Police | 2024-39996 |
| 7/15/2024 | Police | 2024-40086 Open - Initial Only |
| 7/15/2024 | Police | 2024-42959 Open - Initial Only |
| 7/15/2024 | Police | 2024-42779 |
| 7/15/2024 | Police | 2024-42136 |
| | | |
| 7/15/2024 | Police | 2024-39730 |
| 7/15/2024 | Police | 2024-40458 |
| | | |
| 7/16/2024 | Police | 2024-44018 |
| | Police | 2024-40872 |
| 7/16/2024 | Police | 2023-43468 |
| | Police | |

| Clerk Staff Assigned |
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| E. Doherty |
| E. Doherty |
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| J. Whitfield |
| K. Bailey |
| J. Whitfield |
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| J. Whitfield |
| J. Whitfield |
| E. Doherty |
| E. Doherty |
| T. Hurley |
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J. Whitfield
E. Doherty

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K. Bailey
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T. Hurley

Pending further info from Staff

Awaiting Funds

3rd Business Day Follow Up

Funds Received

Pending Requester

Legal Review

| Date Received | Requester Name | Response Required by Date | Records requested | How request received |
|---|---|---|---|---|

**IPD Records Request Log**

| Requester email | 1st Response Date | Est. Cost/ provided Date | Payment Date |
|---|---|---|---|

| Payment Amount | Final response Date | Departments involved | Comments |
|---|---|---|---|

Clerk Staff Assigned

Pending further info from Staff

Awaiting Funds

3rd Business Day Follow Up

Funds Received

Pending Requester

Legal Review

| Date Received | Requester Name | Response Required by Date | Records requested | How request received |
|---|---|---|---|---|

**IPD Records Request Log**

| Requester email | 1st Response Date | Est. Cost/ provided Date | Payment Date |
|---|---|---|---|

| Payment Amount | Final response Date | Departments involved | Comments |
|---|---|---|---|

Clerk Staff Assigned

Pending further info from Staff

Awaiting Funds

3rd Business Day Follow Up

Funds Received

Pending Requester

Legal Review

| Date Received | Requester Name | Response Required by Date | Records requested | How request received |
|---|---|---|---|---|

**IPD Records Request Log**

| Requester email | 1st Response Date | Est. Cost/ provided Date | Payment Date |
|---|---|---|---|

| Payment Amount | Final response Date | Departments involved | Comments |
|---|---|---|---|

Clerk Staff Assigned

Pending further info from Staff

Awaiting Funds

3rd Business Day Follow Up

Funds Received

Pending Requester

Legal Review

| Date Received | Requester Name | Response Required by Date | Records requested | How request received |
|---|---|---|---|---|

**IPD Records Request Log**

| Requester email | 1st Response Date | Est. Cost/ provided Date | Payment Date |
|---|---|---|---|

| Payment Amount | Final response Date | Departments involved | Comments |
|---|---|---|---|

Clerk Staff Assigned

Pending further info from Staff

Awaiting Funds

3rd Business Day Follow Up

Funds Received

Pending Requester

Legal Review

| Date Received | Requester Name | Response Required by Date | Records requested | How request received |
|---|---|---|---|---|

**IPD Records Request Log**

| Requester email | 1st Response Date | Est. Cost/ provided Date | Payment Date |
|---|---|---|---|

| Payment Amount | Final response Date | Departments involved | Comments |
|---|---|---|---|

Clerk Staff Assigned

# Pending

| Date Received | Requester Name | Response Required by Date | Records requested |
|---|---|---|---|
| 7/22/2024 | Matthew Geary | 7/25/2024 | IT/Comm Dev |
| 9/27/2024 | Chad McGregor | 9/30/2024 | IPL |
| 9/30/2024 | Danny Hicks | 9/30/2024 | zoning/planning |
| 10/3/2024 | Madison Kaylor | 10/6/2024 | IPL |
| 10/3/2024 | William Sunderland | 10/6/2024 | Comm Dev |
| 10/4/2024 | Easton Jones | 10/7/2024 | Permits |
| 10/11/2024 | Liz Williamson | 10/14/2024 | codes |
| 10/11/2024 | Robert Cronkleton | 10/14/2024 | Legal |

| | | | |
|---|---|---|---|
| 10/14/2024 | Kelly Fischer | 10/17/2024 | IPL |
| 10/16/2024 | Clement Vanworth | 10/19/2024 | codes |
| 10/21/2024 | Cindy Marshall | 10/24/2024 | animal services |
| 10/21/2024 | Marci Brockett | 10/24/2024 | zoning/fire/Muni Srvcs |
| 10/21/2024 | Grande Johnson | 10/24/2024 | City Clerk |
| 10/21/2024 | Terry Southard | 10/24/2024 | fire |
| 10/21/2024 | Kyle Lamb | 10/24/2024 | permits |

**CLOSED**

| | | | |
|---|---|---|---|
| 1/2/2024 | Theodore Canady | 1/5/2024 | codes |
| 12/28/2023 | Aurea Brown | 1/2/2024 | Mun Srvcs |
| 1/2/2024 | Kaylie Davenport | 1/5/2024 | Fire |
| 12/28/2023 | Naomi Wolfson | 1/2/2024 | Permits |
| 1/2/2024 | Shannah Simms | 1/5/2024 | City Clerk |
| 11/27/2023 | Crystal Tolbert | 12/1/2023 | IPL |
| 11/28/2023 | Kelcie Pierceall | 12/1/2023 | Police Record |
| 1/2/2024 | Coen Sarwanoke | 1/5/2024 | Mun Srvcs |
| 11/28/2023 | Kat Gapinski | 12/1/2023 | Police Record |
| | 11/28/2023 | Angela Jackson | 12/1/2023 |

| | | | |
|---|---|---|---|
| 1/2/2024 | Coen Sarwanoke | 1/5/2024 | Codes |
| 12/19/2023 | Sam Zeff | 12/22/202 | Finance/PD |
| 1/4/2024 | CalvinWaite | 1/8/2024 | Vacant Structure |
| 1/4/2024 | Joshua Ryman | 1/8/2024 | Building |
| 1/3/2024 | Bradlee Vaoifi | 1/6/2024 | Health |

| How request received | Requester email | 1st Response Date |
|---|---|---|
| email | MGEARY@DYSARTTAYLOR.COM | 7/22/2024 |
| email | cmcgregor@ibewlocal53.org | 9/27/2024 |
| email | danny.hicks@ervincable.com | 9/30/2024 |
| email | mkaylor@yarco.com | 10/3/2024 |
| email | hiddenvalley3023@gmail.com | 10/3/2024 |
| email | eastonj556@gmail.com | 4-Oct |
| email | lwilliamson@securedtitlekc.com | 10/11/2024 |
| email | BCRONKLETON@KCSTAR.COM | 10/11/2024 |

| | | |
|---|---|---|
| email | | 10/14/2024 |
| | UTILITYREQUESTS@BRIGHTPOWER.COM | |
| email | vanworthclement@gmail.com | 10/16/2024 |
| email | | 10/21/2024 |
| | CMARS57368@AOL.COM | |
| email | | 10/21/2024 |
| | marci.brockett@terracon.com | |
| email | | 10/21/2024 |
| | newsnowkcmo@gmail.com | |
| email | tsouthard@edtkc.com | 10/21/2024 |
| email | Kyle.Lamb@svclnk.com | 10/21/2024 |
| email | theocanady24@gmail.com | 1/2/2024 |
| email | aurea.brown@theclaimscenter.com | 12/28/2023 |
| email | KAYLIE_DAVENPORT@progressive.com | 1/2/2024 |
| email | nwolfson22@gmail.com | 12/28/2023 |
| email | aprilelectioncandidates@gmail.com | 1/2/2024 |
| email | thewellgivingcorner@gmail.com | 11/27/2023 |
| email | kpierceall@hubtobacco.com | 11/28/2023 |
| email | coen@orangeavenuemedia.com | 1/2/2024 |
| email | kat@ewumedia.com | 11/28/2023 |
| Comm Dev | in person | dejavuspa220@yahoo.com |

| | | |
|---|---|---|
| email | coen@orangeavenuemedia.com | 1/2/2024 |
| email | sam@kcur.org | 12/19/2023 |
| email | waitecalvin@gmail.com | 1/4/2024 |
| email | joshua.ryman@ctt.com | 1/4/2024 |
| email | bradleevaoifi@icloud.com | 1/3/2024 |

| Est. Cost/ provided Date | Payment Date | Payment Amount | Final response Date |
|---|---|---|---|
| Trash Hauler Info | | 113.82 IT | |
| Mutual Aid Requests for Assistance | | $99.37 | |

Regency heights Plot plans

Olde Oak billing

Google Fiber Contract

1229 W. White Oak AVe.

Justn Layton

3100 Quail Creek Dr.

| | |
|---|---|
| List of code viol & vacant houses | $151.76 |

Monthly activity report

19515 & 19601 E RD Mize

| | |
|---|---|
| Information on Mayor R | $56.91 |

24-59540/3001 S 291 Hwy

9312 EAST 27TH STREET S

codes violations 12/1/23-1/1/24
E&D Underground Const

11100 E. US 40 Hwy

3609 Blue Ridge Blvd
candidate name/contact info

IPD General Orders Manual $3,428.00

water shut offs
Richard Dean$1319.78

11/29/2023 Gabe Glasen email

Codes Violations
Street Cop Training Invoices
11223 E. 15th St S
2725 Coachman
Violation Report

| Departments involved | Comments | Comments |
| --- | --- | --- |
| 8/5 emailed info from Comm Dev; waiting on pymt for emails | 8/12 pymt rec'd. Email to IT to process; 8/30 email for status; 10/10 email to legal for status | |
| | 9/27 email for pymt; 10/1 pd; email to process; 10/10 email to SOC for status upate; send to Legal 10/2 | |

| | |
|---|---|
| to put in excel spreadsheet | 10/21 email for pymt |

| |
|---|
| 10/21 email for pymt; oath & paystub was sent |

11/29 email sent requesting POA or signed release to be presented in person. If not received by 12/20 close request; did not produce the proper docs

Email sent to requster with amount due. F/U on 12/12; 1/3 pymt not received, closing

1/3 req cancelled
referred to Jackson County

1/2 email asking him to clarify request
emailed by DC Petersen

Higher Event Space

September 19, 2024

Mayor Rowland and Council Members
City of Independence
111 East Maple
Independence, Missouri 64051

***Re: Public Safety Tax Oversight Committee Semi-Annual Report***

Dear Mayor and Council Members:

The Public Safety Tax Oversight Committee held our most recent quarterly meeting today, September 19, 2024.

At our regular meetings we have reviewed and accepted reports from both the Fire and Police departments detailing the revenues and expenses from the Public Safety Tax and Prop B Use Tax. These reports include a detailed review of both completed and planned uses of these funds.

We have found the use of these funds are in compliance with the purpose of these taxes. Funds have been used appropriately and in accordance with the intent of the respective taxes approved by the citizens of our city.

Respectfully submitted,

Brad Mudd, Chairperson
Public Safety Tax Oversight Committee

**Independence Fire Dept.**

950 N Spring Street
Independence, MO 64050

Phone 816 325-7123
Fax 816 325-7130

# Public Safety Sales Tax Quarterly Report

## Information through March 1, 2024 – May 31, 2024

## Background Information

A Public Safety Sales Tax for the Independence Fire Department was voted for and approved in August of 2004. In 2016, the tax was renewed for an additional 12 years and was set to expire in April of 2022.
As part of the original committee for the needs of the Sales Tax, it was determined that funding would be appropriated for Improvements in the following project areas.

Communications
Emergency Medical Services & Fire Training
Training Facility
Tools and Equipment
Repair/Maintain Fire Stations
Fire Department Apparatus

In November of 2021, the voters approved a One-Half percent Fire Protection Sales Tax that will remain perpetual unless repealed by the voters of Independence. Passage of this measure automatically eliminated the existing tax, and collections began in April 2022.

As the needs of the Fire Department have expanded since the original one-eight of a percent sales tax have increased, it was necessary to increase the collected amount to provide for additional needs. By ordinance the new tax one-quarter of a percent of the tax will be used for the original intended needs, with the addition of construction of new fire stations. The other one-quarter of a percent will be used to supplement the current Table of Organization of the Fire Department by increasing staffing.

The revenue is projected on a yearly basis for the Public Safety Sales Tax and is anticipated at approximately $8,400,000 each year through the life of the collection period.

Executions of these expenditures of the Public Safety Sales Tax are reviewed by the Public Safety Sales Tax Oversight Committee. Each quarter reports and reviews are provided, and direction given to ensure that the public funds are spent in a fiscally sound manor following the guidance of the ballot language, City charter, City policies and State statutory requirements.

## Fire Protection Sales Tax Year Two Objectives

1. Fire Department will continue to work towards the objectives set in the Standard of Cover / Community Risk Assessment and Master Plan for the Fire department. This will include Station Locations, Future Station Needs, Staffing, and other considerations for the department.
2. Update Capital Outlay 5-year plan to account for tax changes.
3. Creation and reorganization of the Fiscal Budget for the Sales Tax. To stay in compliance with the ordinance, the budget will require some adjustments so that the transparency of the tax dollars are better tracked by the differing requirements.
4. Bring our staffing level up to meet full staffing with existing apparatus.
5. Begin construction of Station 8 and Station 11, as well as determine locations for future replacement/new station needs. This could include property acquisition, environmental studies and beginning design.
6. Continue to evaluate staffing/apparatus locations to handle increase call volume, service needs and administrative functions.

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# Independence Fire Department

Public Safety Sales Tax Quarterly Report

## Project Updates

**Open/Unpaid Encumbrances:**

- 2 Pumpers Ordered (Chassis Paid)- July 2024 delivery.
- 1 Pumper Purchase- October 2024 delivery.
- 2 Pumpers Ordered - July 2025 delivery.

**Completed Major Projects:**

- Aerial delivered- July 2024 scheduled in service
- Rescue Remount delivered and in service
- 12 New Firefighters- start date July 29, 2024

**Projects in Process:**

- Station Design process
- 50 sets of Turnout Gear
- Hire personnel based off Master Plan

## PST Expenditure Description

| | |
|---|---|
| **Personnel Services 5100-5130** | Personnel Services including Salaries and Benefits for Training and Support Services. |
| **Communication Service - 5202** | Telephones and Communication services, cell phones, etc. |
| **Overnight Travel and Meals – 5203/5304** | Travel and meal expenses related to training |
| **Maintenance-Mobile Equipment - 5210** | Repair and Maintenance costs for mobile vehicles not performed by City Garage |
| **Maintenance-Buildings - 5211** | Repair and Maintenance costs for buildings |
| **Maintenance-Other - 5212** | Repair and Maintenance costs for other items not categorized under mobile equipment or buildings |
| **Training and Education - 5214** | Costs associated with personnel training including registrations and travel costs |
| **Interfund Charges -5224** | Charges for Tech Services, Finance and General Fund costs. |
| **TechServ-Software & C - 5225** | Station ISP – City Provided |
| **Professional Services - 5226** | Professional services ie: Firefighter Physicals |
| **Utilities - 5229, 5231, 5232, 5234** | Utilities paid for PST funded projects, Training Facility and Opticom System |
| **Leases - 5236** | Costs associated with lease of equipment or services covered under the PST |
| **Other Services - 5240** | Costs associated with fund investment fees and other services not categorized under professional services |
| **Operating Supplies - 5309** | Supplies purchased specifically to support PST functions that generally have a cost under $100 |
| **Small Tools and Equipment - 5313** | Small tools and equipment that has a value greater than $100 and a useful life over a year |
| **Capital Outlay-Buildings - 5401** | Includes cost of construction, as well as the initial cost of items associated with the permanent part of the structure |
| **Capital Outlay-Computer Equip - 5402** | Computers, printers, tablets with expense exceeding $1000 |
| **Capital Outlay-Mobile Equipment - 5404** | Cost for automobile, fire apparatus and other items needed to put the vehicle in service |
| **Capital Outlay-Other Equipment - 5405** | Other machinery or equipment with expense exceeding $1000 |

## PST for July 1, 2023 – May 31, 2024

**Beginning 2023/2024 FY Unassigned Fund Balance:** **$8,787,693**

**Budgeted Revenue from Sales Tax:** **$11,395,000**

**Estimated Waterfall from Use Tax:** **$321,000**

**Total Revenue Collected through 4/30/2024** **$10,146,452**

**Unassigned Fund Balance, 4/30/2024** **$12,832,205**

## Uniformed Fire Personnel

| OBJ | ACCOUNT DESCRIPTION | REVISED BUDGET | YTD EXPENDED | AVAILABLE BUDGET |
|---|---|---|---|---|
| 5100 | Salaries - Regular Employees | 2,261,691.00 | 1,283,329.75 | 978,361.25 |
| 5102 | Overtime | 65,000.00 | 25,715.70 | 39,284.30 |
| 5103 | Other Pay Types | 87,000.00 | 97,435.79 | (10,435.79) |
| 5107 | Worker Comp Medical Costs | 272,000.00 | 273,755.12 | (1,755.12) |
| 5110 | FICA | 113,095.50 | 106,257.39 | 6,838.11 |
| 5111 | LAGERS | 330,071.00 | 285,497.87 | 44,573.13 |
| 5112 | Health Insurance | 294,457.00 | 229,971.71 | 64,485.29 |
| 5113 | Dental Insurance | 5,195.00 | 7,376.27 | (2,181.27) |
| 5114 | Life Insurance | 797.00 | 1,593.25 | (796.25) |
| 5115 | Long Term Disability | 818.00 | 1,275.99 | (457.99) |
| 5118 | 401a Deferred Compensation Ben | - | 8,125.00 | (8,125.00) |
| 5121 | Clothing Uniform Allowance | 11,536.00 | 14,514.80 | (2,978.80) |
| 5130 | Pers. Ser. charged to Projects | 185,700.00 | 139,275.00 | 46,425.00 |
| | **Total PS Personnel Services** | **3,627,361** | **2,474,123.64** | **1,153,236.86** |
| | **Total Personnel- 6 Chief Officers 17 Firefighters** | | | |

## Capital Improvements (acct. 0174671)

| OBJ | ACCOUNT DESCRIPTION | REVISED BUDGET | YTD EXPENDED | ENCUMBRANCE/REQ | AVAILABLE BUDGET |
|---|---|---|---|---|---|
| 5201 | Mailing and Shipping | - | 11.00 | - | (11.00) |
| 5202 | Communication Services | 53,500.00 | 28,380.69 | - | 25,119.31 |
| 5203 | Overnight Travel & Meetings | - | 19,665.43 | - | (19,665.43) |
| 5204 | Events, Meetings, & Training | 2,500.00 | 3,321.00 | - | (821.00) |
| 5209 | Maint. - Mobile Equip. (CG) | 17,000.00 | 5,434.88 | - | 11,565.12 |
| 5210 | Maint Mobile Equip Not CG | 64,000.00 | 38,022.73 | - | 25,977.27 |
| 5211 | Maintenance - Buildings | 165,000.00 | 110,531.03 | - | 54,468.97 |
| 5212 | Maintenance Services - Other | 259,100.00 | 231,024.72 | - | 28,075.28 |
| 5213 | Dues and Memberships | 4,000.00 | 3,109.99 | - | 890.01 |
| 5214 | Training and Education | 130,000.00 | 41,202.09 | - | 88,797.91 |
| 5218 | Mileage & Parking Reimb. | - | 1,215.79 | - | (1,215.79) |
| 5223 | Interfund Charges | 127,174.15 | 116,576.35 | - | 10,597.80 |
| 5226 | Professional Services | 237,800.00 | 186,065.87 | 2,375.00 | 49,359.13 |
| 5229-5232 | Utilities | 230,300 | 222,708.55 | 0.00 | 7,591.45 |
| 5233 | Trash, Waste Removal & Recycle | 1,200.00 | - | - | 1,200.00 |
| 5234 | Other Utilities | 1,400.00 | 1,546.16 | - | (146.16) |
| 5235 | Communication Services | 0 | 0.00 | 0.00 | 0 |
| 5238 | Rent & Leases Less Than 1Yr | - | 360.00 | - | (360.00) |
| 5240 | Other Services | 40,000.00 | 3,680.34 | - | 36,319.66 |
| 5300 | Office Supplies | - | 1,991.04 | - | (1,991.04) |
| 5302 | Comp Equip & Software Under$5k | - | 42.29 | - | (42.29) |
| 5309 | Operating Supplies | 15,000.00 | 17,275.67 | - | (2,275.67) |
| 5312 | Maintenance Supplies | - | 2,627.70 | - | (2,627.70) |
| 5313 | Small Tools & Equip Under $5k | 350,200.00 | 168,348.03 | - | 181,851.97 |
| 5401 | Buildings | 2,050,000.00 | 72,309.40 | 6,845.60 | 1,970,845.00 |
| 5402 | Computer Equip & Software | 210,000.00 | 174,257.07 | 43,689.40 | (7,946.47) |
| 5404 | Mobile Equipment | 205,651.63 | 34,653.61 | 712.33 | 170,285.69 |
| 5405 | Other Machinery & Equip. | 456,200.00 | 425,480.26 | 100.00 | 30,619.74 |
| 5406 | Other Improvements | 200,000 | 0.00 | 0.00 | 200,000 |
| 5510 | Bond Principal Payments | 207,177 | 207,176.86 | 0.00 | 0 |
| 5512 | Interest Expense-Cap. Lease | 10,408 | 10,407.51 | 0.00 | 0 |
| | **Total Expenses** | **5,037,610** | **2,127,426.06** | **53,722.33** | **2,656,461.76** |

## Capital Improvements (acct. 0177017)

| OBJ | ACCOUNT DESCRIPTION | REVISED BUDGET | YTD EXPENDED | ENCUMBRANCE | AVAILABLE BUDGET |
|---|---|---|---|---|---|
| 5404 | Mobile Equipment | 1,887,401 | 851,486.00 | 835,915.00 | 200,000 |
| 5406 | Other Improvements | 200,000 | 0.00 | 0.00 | 200,000 |

**Independence Police**

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Independence, MO 64050

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# Public Safety Sales Tax Quarterly Report

## Information for July 1, 2023 – May 31, 2024

## Background Information

A Public Safety Sales Tax for the Independence Police Department was voted on and approved by the citizens of Independence in August 2004. In 2016, the 1/8th cent sales tax was renewed for an additional 12 years and will expire in December 2028. Expenditures are devoted to three main purpose areas: Communications, Facilities, and Equipment.

## 23/24 FISCAL YEAR - Revenue

**Beginning 2023/24 FY Unassigned Fund Balance: $3,125,485**

| | |
|---|---|
| Sales Tax Collected through 5/31/24: | $2,647,307 |
| Investments & Other Income: | 231,780 |
| Waterfall from Use Tax: | 202,744 |
| | $3,081,831 |

*(Original Sales Tax Projection for 23/24 = $2,831,000)*
*(Original Projected Waterfall from Use Tax = $85,000)*

Total with Beginning Fund Balance: $ 6,207,316

## PST Expenditures for July 2023 – May 2024

| Internal Services - 4561 | | | |
|---|---|---|---|
| ERP Interfund Charges (set by Finance) | $ 25,422 | $ 23,304 | $ 2,118 |
| Investment Advisor Fees | $ - | $ 901 | $ (901) |
| **4561 Total** | **$ 25,422** | **$ 24,205** | **$ 1,217** |
| **Communications - 4562** | **Budget/Revised** | **YTD & Encumb.** | **Variance** |
| Tyler Tech / New World Contract | $ 165,000 | $ 157,221 | $ 7,779 |
| Motorola Radio System Maintenance | $ 204,700 | $ 145,072 | $ 59,628 |
| Rimage Printer Maint. | $ 2,500 | $ - | $ 2,500 |
| Nelson -maint on Eventide Recorder @ ICC | $ 11,000 | $ 10,972 | $ 28 |
| L3 - Mobile-Vision Software Maint. | $ 15,000 | $ 12,705 | $ 2,295 |
| NetMotion Annual Maintenance | $ 30,000 | $ - | $ 30,000 |
| Radio Tower Utilities | $ 11,300 | $ 9,744 | $ 1,556 |
| Radio Supplies (earbuds, holsters, batteries) | $ 15,000 | $ 9,222 | $ 5,778 |
| Records Request Software (w/City Clerk) - NEW | $ 15,300 | $ - | $ 15,300 |
| Mobile Data Terminals- Air Cards | $ 80,000 | $ 60,341 | $ 19,659 |
| Portable Radios | $ 5,700 | $ 2,926 | $ 2,774 |
| Motorola Equipment Maintenance | $ - | $ - | $ - |
| Motorola Microwave Equipment Lease | $ 22,600 | $ 22,520 | $ 80 |
| Tyler Tech - Enterprise Server Migration (50%) | $ 11,000 | $ - | $ 11,000 |
| Leonardo - ELSAG Mobile LPR Software Warranty | $ - | $ 500 | $ (500) |
| **4562 Total** | **$ 589,100** | **$ 431,225** | **$ 157,875** |

| Facility - 4563 | Budget/Revised | YTD & Encumb. | Variance |
|---|---|---|---|
| Special Operation Facility Upgrades | $ 7,620 | $ 7,620 | $ - |
| Electricity @ K9 Facility & ICC | $ 24,000 | $ 24,740 | $ (740) |
| Gas | $ 3,500 | $ 3,055 | $ 445 |
| Water | $ 2,000 | $ 1,190 | $ 810 |
| Sewer | $ 2,500 | $ 1,411 | $ 1,089 |
| Trash | $ 700 | $ 385 | $ 315 |
| Technology Contractor (D. Christianson) | $ 54,000 | $ 54,560 | $ (560) |
| Technology Contractor (J. Lencioni) | $ 15,000 | $ 19,000 | $ (4,000) |
| Upgrade Cameras in HQ Lobby & Records - **NEW** | $ 10,000 | $ 4,821 | $ 5,179 |
| **4563 Total:** | **$ 119,320** | **$ 116,782** | **$ 2,538** |
| **Equipment - 4564** | **Budget/Revised** | **YTD & Encumb.** | **Variance** |
| Body Armor Replacement Program | $ 104,000 | $ 74,098 | $ 29,902 |
| Officers Uniforms and Equipment | $ 65,000 | $ 52,678 | $ 12,322 |
| Fleet Replacement and Equipment | $ 1,495,520 | $ 1,515,994 | $ (20,474) |
| Central Garage Vehicle Maintenance | $ 298,000 | $ 279,605 | $ 18,395 |
| Central Garage Police Vehicle Fuel | $ 104,200 | $ 103,943 | $ 257 |
| EVTC Maint & Replacement (Opticom) | $ 17,500 | $ 13,721 | $ 3,779 |
| In Car Cameras | $ - | $ - | $ - |
| Mobile Data Terminal Replacements | $ 143,000 | $ 146,802 | $ (3,802) |
| Taser Replacements - (Next Gen) | $ 6,743 | $ 6,743 | $ 0 |
| StarChase Systems - Maintenance | $ 16,960 | $ 16,960 | $ - |
| Stop Stick Replacement Parts | $ 5,000 | $ - | $ 5,000 |
| License Plate Readers & associated costs | $ 5,000 | $ 5,200 | $ (200) |
| Ammunition - **NEW** | $ 63,000 | $ 61,913 | $ 1,087 |
| Computer Replacement Program (Yr 1 of 3) - **NEW** | $ 60,000 | $ 30,524 | $ 29,476 |
| **(NEW)** 10-yr contract for tasers, body cams, VR training, software/hardware, maintenance, in-car cameras | $ 299,857 | $ 299,857 | $ (0) |
| **4564 Totals** | **$ 2,683,780** | **$ 2,608,037** | **$ 75,743** |
| **Capital Projects:** | | | |
| Mobile Command Centers | $ 1,400,000 | $ 1,325,119 | $ 74,881 |

| TOTAL EXPENSES: | Budget/Revised | YTD & Encumb. | Variance |
|---|---|---|---|
| PST Debt Service - 4561 | $ 25,422 | $ 24,205 | $ 1,217 |
| Communications - 4562 | $ 589,100 | $ 431,225 | $ 157,875 |
| Facilities - 4563 | $ 119,320 | $ 116,782 | $ 2,538 |
| Equipment - 4564 | $ 2,683,780 | $ 2,608,037 | $ 75,743 |
| Capital Project - 0167016 | $ 1,400,000 | $ 1,325,119 | $ 74,881 |
| **2023/24 FY TOTAL** | **$ 4,817,622** | **$ 4,505,368** | **$ 312,254** |

| OVERALL FUND BALANCE: | | |
|---|---|---|
| Unassigned Beginning Fund Balance | $ | 3,125,485 |
| TOTAL REVENUE: | $ | 3,081,831 |
| TOTAL EXPENSES/ENCUMBRANCES: | $ | 4,505,368 |
| Cancellation of PY Encumbrances | $ | 25,209 |
| UNASSIGNED FUND BALANCE | $ | 1,727,157 |

**4th Qtr Significant / New Expenses & Info:**

- $12,000 encumbered to Motorola for (1) APX Enhanced Radio for Special Ops vault, plus antennas, remote mics and ear piece kits to replenish radio supplies.
- $29,358 encumbered to Discount Cell for Sierra Airlink 5G routers and Sharkfin antennas needed for connectivity in vehicles
- Received 1st half of annual computer order ($21,922) to replace 10 desktops, 30 LCD monitors and 5 conference monitors. Second half of annual order has just been placed for 16 additional computers and three 24" LCD monitors ($24,923).
- Purchased one 2008 Ford F250 from Sewer Maintenance ($6,000 for transferred asset).
- Received the remaining Explorers from this year's order of 16 Ford Explorer PPVs ($820,148 total) from Shawnee Mission Ford.
- Received order of body cameras, tasers, and virtual reality training equipment from Axon. Deployment of equipment is ongoing.

## 2024/25 FY Budget

| 2024-25 FY Projects | Budget |
|---|---|
| **Internal Services - 4561** | |
| ERP Interfund Charges (set by Finance) | $ 51,380 |
| **4561 Total** | **$ 51,380** |
| **Communications - 4562** | **Budget/Revised** |
| Tyler Tech / New World Contract | $ 175,000 |
| Motorola Radio System Maintenance | $ 201,000 |
| Rimage Printer Maint. | $ 3,000 |
| Nelson -maint on Eventide Recorder @ ICC | $ 11,300 |
| L3 - Mobile-Vision Software Maint. | $ 16,000 |
| NetMotion Annual Maintenance | $ 9,000 |
| Radio Tower Utilities | $ 11,500 |
| Radio Supplies (earbuds, holsters, batteries) | $ 15,000 |
| Mobile Data Terminals- Air Cards | $ 90,000 |
| Portable (Handheld) Radios | $ 78,500 |
| Motorola Equipment Maintenance | $ 15,300 |
| Motorola Microwave Equipment Lease | $ 22,600 |
| Leonardo - ELSAG Mobile LPR Software Warranty | $ 500 |
| **4562 Total** | **$ 648,700** |
| **Facility - 4563** | **Budget/Revised** |
| Special Operation Facility Upgrades | $ 5,000 |
| Electricity @ K9 Facility & ICC | $ 28,000 |
| Gas | $ 4,000 |
| Water | $ 2,000 |
| Sewer | $ 2,000 |
| Trash | $ 900 |
| Technology Contractor (D. Christianson) | $ 54,000 |
| Technology Contractor (J. Lencioni) | $ 23,000 |
| Other Technology Contractors | $ 10,000 |
| Year 2 of 10-yr contract for body cams, tasers, VR, Records, software, maintenance (remainder in Use Tax) | $ 391,773 |
| **4563 Total:** | **$ 520,673** |

| Equipment - 4564 | Budget/Revised |
|---|---|
| Body Armor Replacement Program | $ 80,000 |
| Officers Uniforms and Equipment | $ 65,000 |
| Fleet Replacement and Equipment | $ 1,190,000 |
| Central Garage Vehicle Maintenance | $ 335,700 |
| Central Garage Police Vehicle Fuel | $ 120,000 |
| EVTC Maint & Replacement (Opticom) | $ 18,000 |
| In Car Radios | $ 168,000 |
| Mobile Data Terminal Replacements | $ 196,000 |
| StarChase Systems - Maintenance | $ 28,000 |
| Stop Stick Replacement Parts | $ 5,000 |
| License Plate Readers & associated costs | $ 6,000 |
| Ammunition | $ 63,000 |
| Computer Replacement Program (Yr 2 of 3) | $ 60,000 |
| **4564 Totals** | **$ 2,334,700** |
| **Capital Projects:** | |
| Replace BEARCAT (NEW) | $ 550,000 |
| | $ - |
| **Capital Projects:** | **$ 550,000** |

**Total expenses budgeted for 2024/25 FY:** **$4,105,453**

**Total projected Revenue for 24/25 FY:** **$3,187,600**

**Plus 2023/24 FY Fund Balance Available:** **$1,727,157**

**$4,914,757**

**Projected 24/25 FY Unassigned Fund Balance:** **$ 809,304**

**CITY OF INDEPENDENCE, MISSOURI**
Budgetary Comparison Schedule
Police Public Safety Sales Tax Fund
For the period ended May 31, 2024

| | Budgeted Amounts | | Actual Amounts | Variance with Final | Percent Actual | Percent From |
|---|---|---|---|---|---|---|
| | Original | Amended | (Budget Basis) | Budget | 91.67% of Year | Budget |
| **Revenues:** | | | | | | |
| Sales Taxes | $ 2,831,000 | 2,831,000 | 2,647,307 | (183,693) | 93.51% | 1.84% |
| Use Tax | 85,000 | 85,000 | 202,744 | 117,744 | 238.52% | 146.85% |
| Investment Income (Loss) | 35,000 | 35,000 | 113,307 | 78,307 | 323.73% | 232.06% |
| Other Revenue | 7,600 | 7,600 | 118,473 | 110,873 | 1558.86% | 1467.19% |
| **Total Revenues** | **2,958,600** | **2,958,600** | **3,081,831** | **123,231** | **104.17%** | 12.50% |
| **Expenditures:** | | | | | | |
| Public Safety | | | | | | |
| Communications | 679,700 | 589,100 | 431,225 | 157,875 | 73.20% | -18.47% |
| Facilities | 116,700 | 119,320 | 116,782 | 2,538 | 97.87% | 6.20% |
| Equipment | 2,595,800 | 2,683,780 | 2,608,037 | 75,743 | 97.18% | 5.51% |
| Capital Outlay | 1,400,000 | 1,400,000 | 1,325,119 | 74,881 | 94.65% | 2.98% |
| Debt Service | 25,422 | 25,422 | 24,205 | 1,217 | 95.21% | 3.54% |
| **Total Expenditures** | **4,817,622** | **4,817,622** | **4,505,368** | **312,254** | **93.52%** | 1.85% |
| **Other Financing Uses:** | | | | | | |
| Transfers Out/Capital Outlay | — | — | — | — | 0.00% | -91.67% |
| Total Other Financing Uses | — | — | — | — | **0.00%** | -91.67% |
| **Total Expenditures and Other Financing Uses** | **4,817,622** | **4,817,622** | **4,505,368** | **312,254** | **93.52%** | 1.85% |
| **Excess of Revenues Over (Under) Expenditures and Other Financing Uses** | $ **(1,859,022)** | **(1,859,022)** | **(1,423,537)** | **435,485** | | |

| | |
|---|---|
| Unassigned Fund Balance at Beginning of Year | 3,125,485 |
| Cancellation of Prior Year Encumbrances | 25,209 |
| Change in Other Fund Balance Components During the Year | — |
| Year-end investment market value adjustment | — |
| Ending Unassigned Fund Balance, 05/31/24 | 1,727,157 |
| Other Fund Balance Components: | |
| Restricted - Current Year Encumbrances | 1,928,906 |
| Restricted - Prior Year Encumbrances | 29,907 |
| Total Fund Balance | $ 3,685,970 |

**Independence Police**

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# Police USE Tax (Prop P)
# Quarterly Report

## Information for July 1, 2023 – May 31, 2024

## Background Information

On August 6, 2019, the voters of the City of Independence approved Proposition P, which implemented a local use tax at the rate of 2.25%. A local use tax is a tax placed on goods purchased out of state for delivery to and use in Independence. Local use tax can only be collected if the vendor has a physical presence in the State of Missouri. Online purchases from vendors who do not have a retail store or distribution center in the State of Missouri are not subject to local sales tax or local use tax.

## Background Continued

Fifty percent of these funds were allocated to support operations of the Regional Animal Shelter until such time that the amount being allocated into the shelter reaches $750,000 annually. The other fifty percent was designated to hire up to 30 additional police officers.

On November 2, 2021, an amendment to this tax was presented to and approved by Independence voters during a Special Election. The amendment expanded the Use Tax funding to be utilized for all Police Department personnel and equipment. There was no change to the amount dedicated to the animal shelter, and the Police Department portion was capped at $4 million annually, to be increased each year based on the Consumer Price Index.

Once the level of funding for the Shelter and the Police Department are met, the remainder of the local use tax proceeds will flow into the other City sales tax funds in the same manner the City's total local sales tax is allocated.

Council Resolution No. 6465 amended Section 3 of Resolution 5075 which created the Public Safety Sales Tax Oversight Committee. This amendment authorized the Oversight Committee to be renamed the Public Safety Tax Oversight Committee, and directed the Committee to review revenue and expenditures generated through the collection of the local use tax to ensure its use for the funding of police personnel.

Unlike the Public Safety Sales Tax, there is no sunset on the Local Use Tax.

## 2023 / 2024 FY Revenue

| | |
|---|---|
| **Beginning Fund Balance for 23/24 FY:** | **$ 4,952,541** |
| *Tax Collected thru May 2024 (PD only): | $ 4,483,000 (cap for FY) |
| Interest / Investment Earnings: | $ 219,200 |
| 22/23 FY Revenue to date: | $ 4,702,200 |
| **Total Revenue:** | **$ 9,654,741** |

## Hiring Update

Number of Positions Funded by the Use Tax: 32

Number of Positions Filled as of 5/31/24: 32

## 2023 / 2024 FY Total Expenses – through May 31, 2024

| ORG | OBJECT | ACCOUNT DE | Sum of ORIGINAL APPROP | Sum of REVISED BUDGET | Sum of YTD EXPENDED | Sum of ENCUMBRANCES | Sum of AVAILABLE BUDGET |
|---|---|---|---|---|---|---|---|
| 0184571 | 5100 | Salaries | $0.00 | $0.00 | $886.44 | $0.00 | ($886.44) |
| | | Salaries - | $1,934,820.00 | $1,934,820.00 | $1,444,593.39 | $0.00 | $490,226.61 |
| | 5102 | Overtime | $70,000.00 | $70,000.00 | $136,036.89 | $0.00 | ($66,036.89) |
| | 5107 | Worker Com | $137,000.00 | $137,000.00 | $138,153.23 | $0.00 | ($1,153.23) |
| | 5109 | Benefits | $20,092.00 | $20,092.00 | $0.00 | $0.00 | $20,092.00 |
| | 5110 | FICA | $140,432.00 | $140,432.00 | $118,882.24 | $0.00 | $21,549.76 |
| | 5111 | LAGERS | $458,006.00 | $458,006.00 | $367,178.04 | $0.00 | $90,827.96 |
| | 5112 | Health Ins | $379,953.00 | $379,953.00 | $252,305.88 | $0.00 | $127,647.12 |
| | 5113 | Dental Ins | $8,817.00 | $8,817.00 | $8,491.46 | $0.00 | $325.54 |
| | 5114 | Life Insur | $1,339.00 | $1,339.00 | $1,464.32 | $0.00 | ($125.32) |
| | 5115 | Long Term | $1,368.00 | $1,368.00 | $1,356.49 | $0.00 | $11.51 |
| | 5118 | 401aDeferr | $0.00 | $0.00 | $5,488.31 | $0.00 | ($5,488.31) |
| | 5121 | Clothing/U | $14,123.00 | $14,123.00 | $10,461.01 | $0.00 | $3,661.99 |
| | 5130 | Pers Ser | $698,474.00 | $698,474.00 | $523,855.53 | $0.00 | $174,618.47 |
| | 5208 | Fees and P | $200.00 | $200.00 | $0.00 | $0.00 | $200.00 |
| | 5214 | Training a | $90,000.00 | $90,000.00 | $55,167.49 | $11,832.51 | $23,000.00 |
| | 5223 | Interfund | $199,826.83 | $199,826.83 | $183,174.64 | $0.00 | $16,652.19 |
| | 5226 | Other Prof | $0.00 | $0.00 | $0.00 | $13,608.00 | ($13,608.00) |
| | 5240 | Other Serv | $0.00 | $0.00 | $1,737.24 | $0.00 | ($1,737.24) |
| | 5309 | Other Oper | $76,800.00 | $76,800.00 | $17,616.13 | $12,383.87 | $46,800.00 |
| | 5405 | Other Mach | $0.00 | $499,564.00 | $668,678.03 | $240,120.00 | ($409,234.03) |
| **Grand Total** | | | **$4,231,250.83** | **$4,730,814.83** | **$3,935,526.76** | **$277,944.38** | **$517,343.69** |

**Total Encumbrances and YTD Expenses shown above: $4,213,471**

**Additional Details on Expenses:**

Object 51**: Personnel expenses (salaries and benefits) ($3,009,153 total)

Object 5214: Police Academy Training

- $49,295 paid to KC Police Academy for 9 Police Recruits

- $5,872 paid to Blue River for 1 Police Recruit, $11,828 still encumbered

Object 5223: Indirect costs (Charges for internal city services -determined by Finance)

Object 5226: Purchase order to Olsson Studio for Citizen Engagement & Community Outreach regarding General Obligation bond proposal ($13,608 represents only the Police portion of this purchase order, or 16.8% of the total cost)

Object 5240: Investment Advisor Fees

Object 5309: Uniforms & gear for new officers

- $30,000 encumbered in blanket purchase order for uniforms & gear ($18,253 paid and $11,747 still encumbered)

Object 5405: Other Machinery & Equipment

- $499,564 appropriated for local match required on DOJ Body Camera grant
- $908,798 encumbered for 1st year of 10-year contract with Axon for body cameras, tasers, in-car video cameras, VR training, Records Management System, and all software/hardware maintenance and updates (still awaiting appropriation from Use Tax Fund Balance to cover cost)

| **OVERALL FUND BALANCE:** | | |
|---|---|---|
| **Unassigned Beginning Fund Balance** | **$** | **4,952,541** |
| **TOTAL REVENUE:** | **$** | **4,702,200** |
| **TOTAL EXPENSES/ENCUMBRANCES:** | **$** | **4,213,471** |
| Transfers Out: | $ | - |
| Year-end Investment Market Value Adjustment: | | |
| Cancellation of PY Encumbrances: | $ | 7,404 |
| **UNASSIGNED FUND BALANCE** | **$** | **5,448,674** |

**2024/25 FY Budget:**

| | |
|---|---|
| Salary & Benefits: | $ 3,983,172 |
| Operating Expenses: | $ 1,469,400 |
| Equipment (Axon): | $ 824,098 |
| **Total Projected Expenses:** | **$ 6,276,670** |

| | |
|---|---|
| **2024/25 Projected Revenue:** | **$ 4,822,000** |
| **2023/24 FY Unassigned Fund Balance:** | **$ 5,448,674** |
| **Funds Available:** | **$10,270,674** |
| | |
| **Projected 24/25 FY Unassigned Fund Balance:** | **$ 3,994,004** |

**CITY OF INDEPENDENCE, MISSOURI**
Budgetary Comparison Schedule
Police Use Tax
For the period ended May 31, 2024

| | Budgeted Amounts | | Actual Amounts | Variance with Final | Percent Actual | Percent From |
|---|---|---|---|---|---|---|
| | Original | Amended | (Budget Basis) | Budget | 91.67% of Year | Budget |
| **Revenues:** | | | | | | |
| Use Tax | $ 4,483,000 | 4,483,000 | 4,483,000 | — | 100.00% | 8.33% |
| Investment Income (Loss) | 59,000 | 59,000 | 219,180 | 160,180 | 371.49% | 279.82% |
| Other Revenue | — | — | 20 | 20 | 0.00% | -91.67% |
| **Total Revenues** | **4,542,000** | **4,542,000** | **4,702,200** | **160,200** | **103.53%** | **11.86%** |
| **Expenditures:** | | | | | | |
| Public Safety | 4,231,251 | 4,730,815 | 4,213,471 | 517,344 | 89.06% | -2.61% |
| Debt Service | — | — | — | — | 0.00% | -91.67% |
| **Total Expenditures** | **4,231,251** | **4,730,815** | **4,213,471** | **517,344** | **89.06%** | **-2.61%** |
| **Other Financing Uses:** | | | | | | |
| Transfers Out/Capital Outlay | — | — | — | — | 0.00% | -91.67% |
| Total Other Financing Uses | — | — | — | — | 0.00% | -91.67% |
| **Total Expenditures and Other Financing Uses** | **4,231,251** | **4,730,815** | **4,213,471** | **517,344** | **89.06%** | **-2.61%** |
| **Excess of Revenues Over (Under) Expenditures and Other Financing Uses** | $ **310,749** | **(188,815)** | **488,729** | **677,544** | | |

| | |
|---|---|
| Unassigned Fund Balance at Beginning of Year | 4,952,541 |
| Cancellation of Prior Year Encumbrances | 7,404 |
| Change in Other Fund Balance Components During the Year | — |
| Year-end investment market value adjustment | — |
| Ending Unassigned Fund Balance, 05/31/24 | 5,448,674 |
| Other Fund Balance Components: | |
| Restricted - Current Year Encumbrances | 277,944 |
| Restricted - Prior Year Encumbrances | 13,692 |
| Total Fund Balance | $ 5,740,310 |

**Independence Police**

223 N. Memorial Drive
Independence, MO 64050

Phone 816 325-7300
Fax 816 325-7809

# Marijuana Sales Tax Quarterly Report

## Information for July 1, 2023 – May 31, 2024

### Background Information

On April 4, 2023, Independence residents voted yes to a local Recreational Marijuana Sales Tax. The tax collected would be a 3% local sales tax on recreational marijuana purchases made within the Independence city limits. The sales tax funds collected are to be used for the needs of the Police, Fire, Dispatch, and Emergency Preparedness Departments within the City.

### 23/24 FISCAL YEAR - Revenue

**Beginning 2023/24 FY Unassigned Fund Balance: $ 0 (New Tax)**

| | |
|---|---|
| Sales Tax Collected through 5/31/24: | $ 536,973 |
| Investments & Other Income: | 3,344 |
| | $ 540,317 |

*(Original Sales Tax Projection for 23/24 = $150,000)*

## Expenditures for July 2023 – May 2024

| | |
|---|---|
| Public Safety: | $ 25,000 |
| Community Development: | $382,281 |
| Total to date: | $407,297 |

**Public Safety:**

The amount of $25,000 has been encumbered in a Purchase Order to Project Advocates, who is serving as the City's Owner's Representative on the Justice Center project. This amount represents the services provided during the Initiation phase of the project. As of May 31st, a total of $15,127.50 has been paid to the vendor from this purchase order.

**Community Development**:

This amount represents a contract awarded to Copaken Brooks as Downtown Master Developer for the City. This item went to Council and it was approved to use this tax to cover $382,281 of the total $509,700 cost. The scope of services includes five phases of work: Master Plan, Master Economic Plan, Master Business Plan, Redevelopment Plan Report and Future Phase Development.

## Current Fund Balance

| | |
|---|---|
| Revenue Total: | $540,317 |
| Expenditures Total: | $407,297 |
| **Unassigned Fund Balance:** | **$133,020** |

**CITY OF INDEPENDENCE, MISSOURI**
Budgetary Comparison Schedule
Marijuana Sales Tax Fund
For the period ended May 31, 2024

| | Budgeted Amounts | | Actual Amounts | Variance with Final | Percent Actual | Percent From |
|---|---|---|---|---|---|---|
| | Original | Amended | (Budget Basis) | Budget | 91.67% of Year | Budget |
| **Revenues:** | | | | | | |
| Sales Taxes | $ 150,000 | 150,000 | 536,973 | 386,973 | 357.98% | 266.31% |
| Use Tax | — | — | — | — | 0.00% | -91.67% |
| Investment Income (Loss) | — | — | 3,344 | 3,344 | 0.00% | -91.67% |
| Other Revenue | — | — | — | — | 0.00% | -91.67% |
| **Total Revenues** | 150,000 | 150,000 | 540,317 | 390,317 | 360.21% | 268.54% |
| **Expenditures:** | | | | | | |
| Public Safety | 15,000 | 15,000 | 25,000 | (10,000) | 166.67% | 75.00% |
| Community Development | — | — | 382,297 | (382,297) | 0.00% | -91.67% |
| Capital outlay | — | — | — | — | 0.00% | -91.67% |
| Debt Service | — | — | — | — | 0.00% | -91.67% |
| **Total Expenditures** | 15,000 | 15,000 | 407,297 | (392,297) | 2715.31% | 2623.64% |
| **Other Financing Uses:** | | | | | | |
| Transfers Out/Capital Outlay | — | — | — | — | 0.00% | -91.67% |
| Total Other Financing Uses | — | — | — | — | 0.00% | -91.67% |
| **Total Expenditures and Other Financing Uses** | 15,000 | 15,000 | 407,297 | (392,297) | 2715.31% | 2623.64% |
| **Excess of Revenues Over (Under) Expenditures and Other Financing Uses** | $ 135,000 | 135,000 | 133,020 | (1,980) | | |

| | |
|---|---|
| Unassigned Fund Balance at Beginning of Year | — |
| Cancellation of Prior Year Encumbrances | — |
| Change in Other Fund Balance Components During the Year | — |
| Year-end investment market value adjustment | — |
| Ending Unassigned Fund Balance, 05/31/24 | 133,020 |
| Other Fund Balance Components: | |
| Restricted - Current Year Encumbrances | 238,607 |
| Restricted - Prior Year Encumbrances | — |
| Total Fund Balance | $ 371,627 |

**Independence Fire Dept.**

950 N Spring Street
Independence, MO 64050

Phone 816 325-7123
Fax 816 325-7130

# Public Safety Sales Tax Quarterly Report

## Information through July 1, 2023 – June 30, 2024

## & July 1, 2024 – August 31, 2023

## Background Information

A Public Safety Sales Tax for the Independence Fire Department was voted for and approved in August of 2004. In 2016, the tax was renewed for an additional 12 years and was set to expire in April of 2022.
As part of the original committee for the needs of the Sales Tax, it was determined that funding would be appropriated for Improvements in the following project areas.

Communications
Emergency Medical Services & Fire Training
Training Facility
Tools and Equipment
Repair/Maintain Fire Stations
Fire Department Apparatus

In November of 2021, the voters approved a One-Half percent Fire Protection Sales Tax that will remain perpetual unless repealed by the voters of Independence. Passage of this measure automatically eliminated the existing tax, and collections began in April 2022.

As the needs of the Fire Department have expanded since the original one-eight of a percent sales tax have increased, it was necessary to increase the collected amount to provide for additional needs. By ordinance the new tax one-quarter of a percent of the tax will be used for the original intended needs, with the addition of construction of new fire stations. The other one-quarter of a percent will be used to supplement the current Table of Organization of the Fire Department by increasing staffing.

The revenue is projected on a yearly basis for the Public Safety Sales Tax and is anticipated at approximately $8,400,000 each year through the life of the collection period.

Executions of these expenditures of the Public Safety Sales Tax are reviewed by the Public Safety Sales Tax Oversight Committee. Each quarter reports and reviews are provided, and direction given to ensure that the public funds are spent in a fiscally sound manor following the guidance of the ballot language, City charter, City policies and State statutory requirements.

# Fire Protection Sales Tax Year Two Objectives

1. Fire Department will continue to work towards the objectives set in the Standard of Cover / Community Risk Assessment and Master Plan for the Fire department. This will include Station Locations, Future Station Needs, Staffing, and other considerations for the department.
2. Update Capital Outlay 5-year plan to account for tax changes.
3. Creation and reorganization of the Fiscal Budget for the Sales Tax. To stay in compliance with the ordinance, the budget will require some adjustments so that the transparency of the tax dollars are better tracked by the differing requirements.
4. Bring our staffing level up to meet full staffing with existing apparatus.
5. Begin construction of Station 8 and Station 11, as well as determine locations for future replacement/new station needs. This could include property acquisition, environmental studies and beginning design.
6. Continue to evaluate staffing/apparatus locations to handle increase call volume, service needs and administrative functions.

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# Independence Fire Department

Public Safety Sales Tax Quarterly Report

## Project Updates

**Open/Unpaid Encumbrances:**

- 2 Pumpers Ordered (Chassis Paid)- ~~July~~ November 2024 delivery.
- 1 Aerial platform Ordered- January 2025 delivery
- 2 Pumpers Ordered - July 2025 delivery.
- Station Design process

**Completed Major Projects:**

- Aerial delivered- July 2024 scheduled in service
- Pumper delivered- October 2024 scheduled in service.
- Training Tower roof replacement
- Station 1 east side additional parking

**Projects in Process:**

- 1 Pumper Ordered – October 2026 delivery
- Station 1 west side parking lot
- Turnout Gear ordered ($3,500/ set)
- Hire personnel based off Master Plan

## PST Expenditure Description

| | |
|---|---|
| **Personnel Services 5100-5130** | Personnel Services including Salaries and Benefits for Training and Support Services. |
| **Communication Service - 5202** | Telephones and Communication services, cell phones, etc. |
| **Overnight Travel and Meals – 5203/5304** | Travel and meal expenses related to training |
| **Maintenance-Mobile Equipment - 5210** | Repair and Maintenance costs for mobile vehicles not performed by City Garage |
| **Maintenance-Buildings - 5211** | Repair and Maintenance costs for buildings |
| **Maintenance-Other - 5212** | Repair and Maintenance costs for other items not categorized under mobile equipment or buildings |
| **Training and Education - 5214** | Costs associated with personnel training including registrations and travel costs |
| **Interfund Charges -5224** | Charges for Tech Services, Finance and General Fund costs. |
| **TechServ-Software & C - 5225** | Station ISP – City Provided |
| **Professional Services - 5226** | Professional services ie: Firefighter Physicals |
| **Utilities - 5229, 5231, 5232, 5234** | Utilities paid for PST funded projects, Training Facility and Opticom System |
| **Leases - 5236** | Costs associated with lease of equipment or services covered under the PST |
| **Other Services - 5240** | Costs associated with fund investment fees and other services not categorized under professional services |
| **Operating Supplies - 5309** | Supplies purchased specifically to support PST functions that generally have a cost under $100 |
| **Small Tools and Equipment - 5313** | Small tools and equipment that has a value greater than $100 and a useful life over a year |
| **Capital Outlay-Buildings - 5401** | Includes cost of construction, as well as the initial cost of items associated with the permanent part of the structure |
| **Capital Outlay-Computer Equip - 5402** | Computers, printers, tablets with expense exceeding $1000 |
| **Capital Outlay-Mobile Equipment - 5404** | Cost for automobile, fire apparatus and other items needed to put the vehicle in service |
| **Capital Outlay-Other Equipment - 5405** | Other machinery or equipment with expense exceeding $1000 |

## PST for July 1, 2023 – June 30, 2024

**Beginning 2023/2024 FY Unassigned Fund Balance:** **$8,787,693**

**Budgeted Revenue from Sales Tax:** **$11,395,000**

**Estimated Waterfall from Use Tax:** **$321,000**

**Total Revenue Collected through 6/30/2024** **$12,798,187**

**Unassigned Fund Balance, 6/30/2024** **$11,971,826**

## Uniformed Fire Personnel July 1, 2023 – June 30, 2024

| OBJ | ACCOUNT DESCRIPTION | REVISED BUDGET | YTD EXPENDED | AVAILABLE BUDGET |
|---|---|---|---|---|
| 5100 | Salaries - Regular Employees | $2,261,691.00 | $1,452,773.66 | 808,917.34 |
| 5102 | Overtime | $65,000.00 | $30,745.27 | 34,254.73 |
| 5103 | Other Pay Types | $87,000.00 | $110,325.31 | (23,325.31) |
| 5107 | Worker Comp Medical Costs | $272,000.00 | $275,628.30 | (3,626.30) |
| 5110 | FICA | $113,095.50 | $120,911.01 | (7,815.51) |
| 5111 | LAGERS | $330,071.00 | $329,950.77 | 120.23 |
| 5112 | Health Insurance | $294,457.00 | $256,174.53 | 38,282.47 |
| 5113 | Dental Insurance | $5,195.00 | $8,127.79 | (2,932.79) |
| 5114 | Life Insurance | $797.00 | $1,371.85 | (574.85) |
| 5115 | Long Term Disability | $818.00 | $1,418.03 | (600.03) |
| 5118 | 401a Deferred Compensation Ben | $0.00 | $8,125.00 | (8,125.00) |
| 5121 | Clothing Uniform Allowance | $11,536.00 | $16,010.60 | (4,474.60) |
| 5130 | Pers. Ser. charged to Projects | $185,700.00 | $185,700.00 | 0.00 |
| | **Total PS Personnel Services** | **3,627,361** | **2,797,262.12** | **830,098.88** |
| | **Total Personnel- 6 Chief Officers 17 Firefighters** | | | |

## Capital Improvements (acct. 0174671) July 1, 2023 – June 30, 2024

| OBJ | ACCOUNT DESCRIPTION | REVISED BUDGET | YTD EXPENDED | ENCUMBRANCE/REQ |
|---|---|---|---|---|
| 5201 | Mailing and Shipping | $0.00 | $97.40 | - |
| 5202 | Communication Services | $53,500.00 | $29,627.71 | - |
| 5203 | Overnight Travel & Meetings | $0.00 | $20,012.23 | - |
| 5204 | Events, Meetings, & Training | $2,500.00 | $3,865.75 | - |
| 5209 | Maint. - Mobile Equip. (CG) | $17,038.50 | $6,235.38 | - |
| 5210 | Maint Mobile Equip Not CG | $64,000.00 | $38,943.11 | - |
| 5211 | Maintenance - Buildings | $165,000.00 | $116,733.14 | - |
| 5212 | Maintenance Services - Other | $259,100.00 | $232,934.16 | - |
| 5213 | Dues and Memberships | $4,000.00 | $3,697.87 | - |
| 5214 | Training and Education | $130,000.00 | $58,546.73 | - |
| 5218 | Mileage & Parking Reimb. | $0.00 | $1,324.50 | - |
| 5223 | Interfund Charges | $127,174.15 | $127,174.15 | - |
| 5226 | Professional Services | $237,800.00 | $193,456.87 | - |
| 5229-5232 | Utilities | 230,300 | 242,314.10 | 0.00 |
| 5233 | Trash, Waste Removal & Recycle | $1,200.00 | $0.00 | - |
| 5234 | Other Utilities | $1,400.00 | $1,686.72 | - |
| 5235 | Communication Services | $0.00 | $0.00 | 0.00 |
| 5238 | Rent & Leases Less Than 1Yr | $0.00 | $8,136.18 | - |
| 5240 | Other Services | $40,000.00 | $3,964.91 | - |
| 5300 | Office Supplies | $0.00 | $2,016.02 | - |
| 5302 | Comp Equip & Software Under$5k | $0.00 | $42.29 | - |
| 5309 | Operating Supplies | $15,000.00 | $21,366.05 | - |
| 5312 | Maintenance Supplies | $0.00 | $3,399.13 | - |
| 5313 | Small Tools & Equip Under $5k | $350,200.00 | $258,588.90 | 60,612.80 |
| 5401 | Buildings | $111,770.50 | $101,654.65 | 10,115.85 |
| 5402 | Computer Equip & Software | $210,000.00 | $203,476.95 | 14,709.40 |
| 5404 | Mobile Equipment | $205,651.63 | $35,483.30 | 712.33 |
| 5405 | Other Machinery & Equip. | $456,200.00 | $427,218.26 | 100.00 |
| 5406 | Other Improvements | $0.00 | $0.00 | 0.00 |
| 5510 | Bond Principal Payments | $207,176.86 | $208,847.04 | 0.00 |
| 5512 | Interest Expense-Cap. Lease | $10,407.51 | $10,576.49 | 0.00 |
| | **Total Expenses** | **2,899,419.15** | **2,361,779.99** | **86,250.38** |

## Capital Improvements (acct. 0177017) July 1, 2023 – June 30, 2024

| OBJ | ACCOUNT DESCRIPTION | REVISED BUDGET | YTD EXPENDED | ENCUMBRANCE | AVAILABLE BUDGET |
|---|---|---|---|---|---|
| 5401 | Buildings | 1,938,229.50 | 142,721.82 | 2,771,187.18 | (975,679.50) |
| 5404 | Mobile Equipment | 1,887,401.00 | 851,486.00 | 835,915.00 | 200,000 |
| 5406 | Other Improvements | 200,000 | 0.00 | 0.00 | 200,000 |

## PST Expenditure Description Beginning July 1, 2024

| | |
|---|---|
| **Personnel Services 5100-5130** | Personnel Services including Salaries and Benefits for Training and Support Services. |
| ~~**Communication Service - 5202**~~ | ~~Telephones and Communication services, cell phones, etc.~~ |
| ~~**Overnight Travel and Meals – 5203/5304**~~ | ~~Travel and meal expenses related to training~~ |
| **Overnight Travel & Meetings – 5203** | Transportation, meals, lodging, meeting registration fees, and other misc. expenses associated with personal development courses and training in a classroom environment offered by professional societies or other organizations. |
| **Events, Meetings & Training - 5204** | Costs associated with local meetings, mileage, luncheons, food items for meetings, and any other costs associated with an event or training held locally. |
| **Maintenance-Mobile Equipment - 5210** | Repair and Maintenance costs for mobile vehicles not performed by City Garage |
| **Maintenance-Buildings - 5211** | Repairs (labor and materials) to buildings, roofs, air conditioning/heating, elevators, lighting, parking lots and property, and attached permanent fixtures. |
| **Maintenance-Other - 5212** | Includes all repair and maintenance costs (labor and materials) other than for mobile equipment, computers and buildings. |
| ~~**Training and Education - 5214**~~ | ~~Costs associated with personnel training including registrations and travel costs~~ |
| **Interfund Charges -5223** | Charges to departments for support services by the Enterprise Resource Planning (ERP) fund, which is an internal service fund, and the utility customer service. |
| ~~**Interfund Charges -5224**~~ | ~~Charges for Tech Services, Finance and General Fund costs.~~ |
| **Subscription Based Software - 5224** | Software & Comp Maintenance |
| **TechServ-Internal Chg - 5225** | Department costs for software and maintenance managed by Technology Services. |
| **Professional Services - 5226** | Professional services ie: Firefighter Physicals |
| **Utilities - 5229, 5231, 5232, 5234** | Utilities paid for PST funded projects, Training Facility and Opticom System |
| **Leases - 5236** | Costs associated with lease of equipment or services covered under the PST |
| **Other Services - 5240** | Charges for other services not listed above including tree trimming, iShare, Commercial rebates for equipment or programs |
| **Operating Supplies - 5309** | Items that are used and depleted and must be periodically re-ordered. Includes film and photo supplies, payroll/disbursement/utility checks, first aid supplies, ammunition, uniforms, work boots and gloves, paper, promotional items, etc. |
| **Small Tools and Equipment - 5313** | Items having a useful life over a year, but not of sufficient value or durability to warrant classification as capital outlay. Tools or equipment that will be used on multiple jobs indefinitely until the item breaks or is lost. |
| **Capital Outlay-Buildings - 5401** | Includes cost of construction, as well as the initial cost of items associated with the permanent part of the structure |
| **Capital Outlay-Computer Equip - 5402** | Computers, printers, tablets with expense exceeding $1000 |
| **Capital Outlay-Mobile Equipment - 5404** | Cost for automobile, fire apparatus and other items needed to put the vehicle in service |
| **Capital Outlay-Other Equipment - 5405** | Other machinery or equipment with expense exceeding $1000 |

## PST for July 1, 2024 – August 31, 2024

**Beginning 2024/2025 FY Unassigned Fund Balance:** **$11,971,826**

**Budgeted Revenue from Sales Tax:** **$11,160,000**

**Estimated Waterfall from Use Tax:** **$877,000**

**Total Revenue Collected through 8/31/2024** **$1,993,170**

**Unassigned Fund Balance, 8/31/2024** **$16,332,399**

## Uniformed Fire Personnel July 1, 2024 – August 31, 2024

| OBJ | ACCOUNT DESCRIPTION | REVISED BUDGET | YTD EXPENDED | AVAILABLE BUDGET |
|---|---|---|---|---|
| 5100 | Salaries - Regular Employees | $1,633,862.00 | 219,951.35 | 1,413,910.65 |
| 5102 | Overtime | $65,000.00 | 4,333.27 | 60,666.73 |
| 5103 | Other Pay Types | $87,000.00 | 18,580.84 | 68,419.16 |
| 5107 | Worker Comp Medical Costs | $272,000.00 | 272,052.01 | (52.01) |
| 5110 | FICA | $119,637.00 | 18,885.91 | 100,751.09 |
| 5111 | LAGERS | $361,612.00 | 60,151.66 | 301,460.34 |
| 5112 | Health Insurance | $287,796.00 | 52,451.97 | 235,344.03 |
| 5113 | Dental Insurance | $9,927.00 | 1,505.92 | 8,421.08 |
| 5114 | Life Insurance | $1,542.00 | 425.91 | 1,116.09 |
| 5115 | Long Term Disability | $1,446.00 | 280.83 | 1,165.17 |
| 5118 | 401a Deferred Compensation Ben | $0.00 | 13,125.00 | (13,125.00) |
| 5121 | Clothing Uniform Allowance | $17,304.00 | 3,645.32 | 13,658.68 |
| 5130 | Pers. Ser. charged to Projects | $2,746,271.00 | 457,711.84 | 2,288,559.16 |
| | **Total PS Personnel Services** | **5,603,397.00** | **1,123,101.83** | **4,480,295.17** |
| | **Total Personnel- 6 Chief Officers 17 Firefighters** | | | |

## Capital Improvements (acct. 0174671) July 1, 2024 – August 31, 2024

| OBJ | ACCOUNT DESCRIPTION | REVISED BUDGET | YTD EXPENDED | ENCUMBRANCE/REQ | AVAILABLE BUDGET |
|---|---|---|---|---|---|
| 5202 | Communication Services | 53,500.00 | - | - | 53,500.00 |
| 5203 | Overnight Travel & Meetings | 117,000.00 | 1,935.80 | - | 115,064.20 |
| 5204 | Events, Meetings, & Training | 55,000.00 | 66.87 | - | 54,933.13 |
| 5209 | Maint. - Mobile Equip. (CG) | 17,000.00 | - | - | 17,000.00 |
| 5210 | Maint Mobile Equip Not CG | 77,000.00 | - | - | 77,000.00 |
| 5211 | Maintenance - Buildings | 275,000.00 | 5,251.68 | 938.00 | 268,810.32 |
| 5212 | Maintenance Services - Other | 239,300.00 | - | - | 239,300.00 |
| 5213 | Dues and Memberships | 4,400.00 | - | - | 4,400.00 |
| 5214 | Training and Education | 110,000.00 | 409.70 | - | 109,590.30 |
| 5218 | Mileage & Parking Reimb. | - | 354.24 | - | (354.24) |
| 5223 | Interfund Charges | 241,840.00 | 40,306.66 | - | 201,533.34 |
| 5224 | Subscription Based Software | 65,000.00 | - | - | 65,000.00 |
| 5226 | Professional Services | 268,800.00 | - | - | 268,800.00 |
| 5229-5232 | Utilities | 233,900.00 | 39,821.01 | | 194,078.99 |
| 5233 | Trash, Waste Removal & Recycle | 1,200.00 | - | - | 1,200.00 |
| 5234 | Other Utilities | 2,000.00 | 281.12 | - | 1,718.88 |
| 5235 | Communication Services | 26,500.00 | - | - | 26,500.00 |
| 5240 | Other Services | 40,000.00 | 535.12 | - | 39,464.88 |
| 5302 | Comp Equip & Software Under$5k | 15,000.00 | - | - | 15,000.00 |
| 5309 | Operating Supplies | 10,000.00 | 2,103.04 | - | 7,896.96 |
| 5312 | Maintenance Supplies | - | 698.16 | - | (698.16) |
| 5313 | Small Tools & Equip Under $5k | 781,000.00 | - | - | 781,000.00 |
| 5401 | Buildings | 621,000.00 | - | - | 621,000.00 |
| 5402 | Computer Equip & Software | 273,600.00 | - | - | 273,600.00 |
| 5404 | Mobile Equipment | 354,100.00 | - | - | 354,100.00 |
| 5405 | Other Machinery & Equip. | 309,000.00 | - | - | 309,000.00 |
| 5510 | Bond Principal Payments | 21,600.00 | - | - | 21,600.00 |
| 5512 | Interest Expense-Cap. Lease | 2,900.00 | - | - | 2,900.00 |
| | **Total Expenses** | **4,215,640.00** | **91,763.40** | **938.00** | **4,122,938.60** |

## Capital Improvements (acct. 0537053) July 1, 2024 – August 31, 2024

| OBJ | ACCOUNT DESCRIPTION | REVISED BUDGET | YTD EXPENDED | ENCUMBRANCE | AVAILABLE BUDGET |
|---|---|---|---|---|---|
| 5401 | Buildings | 1,774,320.50 | 0.00 | | 1,774,320.50 |
| 5404 | Mobile Equipment | 2,600,000.00 | 0.00 | | 2,600,000.00 |
| 5406 | Other Improvements | 500,000 | 0.00 | | 500,000.00 |
| 6401 | PYE Buildings | 2,771,187.18 | - | 2,771,187.18 | |
| 6404 | PYE Mobile Equipment | 835,915.00 | - | 835,915.00 | |

**Independence Police**

223 N. Memorial Drive
Independence, MO 64050

Phone 816 325-7300
Fax 816 325-7809

# Public Safety Sales Tax Quarterly Report

## Information for July 1, 2023 – June 30, 2024 and Information for July 1, 2024 - August 31, 2024

## Background Information

A Public Safety Sales Tax for the Independence Police Department was voted on and approved by the citizens of Independence in August 2004. In 2016, the 1/8th cent sales tax was renewed for an additional 12 years and will expire in December 2028. Expenditures are devoted to three main purpose areas: Communications, Facilities, and Equipment.

## 23/24 FISCAL YEAR - Revenue

**Beginning 2023/24 FY Unassigned Fund Balance: $3,125,485**

| | |
|---|---|
| Sales Tax Collected through 6/30/24: | $2,923,053 |
| Investments & Other Income: | 317,379 |
| Waterfall from Use Tax: | 261,143 |
| | $3,501,575 |

*(Original Sales Tax Projection for 23/24 = $2,831,000)*
*(Original Projected Waterfall from Use Tax = $85,000)*

Total with Beginning Fund Balance: $ 6,627,060

## PST Expenditures for July 2023 – June 2024

| Internal Services - 4561 | | | |
|---|---|---|---|
| ERP Interfund Charges (set by Finance) | $ 25,422 | $ 25,422 | $ (0) |
| Investment Advisor Fees | $ - | $ 965 | $ (965) |
| **4561 Total** | **$ 25,422** | **$ 26,387** | **$ (965)** |
| **Communications - 4562** | **Budget/Revised** | **YTD & Encumb.** | **Variance** |
| Tyler Tech / New World Contract | $ 165,000 | $ 157,221 | $ 7,779 |
| Motorola Radio System Maintenance | $ 204,700 | $ 145,072 | $ 59,628 |
| Rimage Printer Maint. | $ 2,500 | $ - | $ 2,500 |
| Nelson -maint on Eventide Recorder @ ICC | $ 11,000 | $ 10,972 | $ 28 |
| L3 - Mobile-Vision Software Maint. | $ 15,000 | $ 12,705 | $ 2,295 |
| NetMotion Annual Maintenance | $ 30,000 | $ - | $ 30,000 |
| Radio Tower Utilities | $ 11,300 | $ 10,432 | $ 868 |
| Radio Supplies (earbuds, holsters, batteries) | $ 15,000 | $ 10,062 | $ 4,938 |
| Records Request Software | $ 15,300 | $ 8,174 | $ 7,126 |
| Mobile Data Terminals- Air Cards | $ 80,000 | $ 83,526 | $ (3,526) |
| Portable Radios | $ 5,700 | $ 2,926 | $ 2,774 |
| Motorola Equipment Maintenance | $ - | $ - | $ - |
| Motorola Microwave Equipment Lease | $ 22,600 | $ 22,520 | $ 80 |
| Tyler Tech - Enterprise Server Migration (50%) | $ 11,000 | $ - | $ 11,000 |
| MS TEAMS migration | $ - | $ 1,240 | $ (1,240) |
| Leonardo - ELSAG Mobile LPR Software Warranty | $ - | $ 500 | $ (500) |
| **4562 Total** | **$ 589,100** | **$ 465,351** | **$ 123,749** |

| Facility - 4563 | Budget/Revised | YTD & Encumb. | Variance |
|---|---|---|---|
| Special Operation Facility Upgrades | $ 7,620 | $ 9,140 | $ (1,520) |
| Electricity @ K9 Facility & ICC | $ 24,000 | $ 27,336 | $ (3,336) |
| Gas | $ 3,500 | $ 3,183 | $ 317 |
| Water | $ 2,000 | $ 1,269 | $ 731 |
| Sewer | $ 2,500 | $ 1,550 | $ 950 |
| Trash | $ 700 | $ 700 | $ - |
| Technology Contractor (D. Christianson) | $ 54,000 | $ 54,560 | $ (560) |
| Technology Contractor (J. Lencioni) | $ 15,000 | $ 18,075 | $ (3,075) |
| Other Technical Contractors -& Upgrade Cameras in HQ Lobby & Records - **NEW** | $ 10,000 | $ 3,088 | $ 6,912 |
| **4563 Total:** | **$ 119,320** | **$ 118,901** | **$ 419** |
| **Equipment - 4564** | **Budget/Revised** | **YTD & Encumb.** | **Variance** |
| Body Armor Replacement Program | $ 104,000 | $ 74,098 | $ 29,902 |
| Officers Uniforms and Equipment | $ 65,000 | $ 62,494 | $ 2,506 |
| Fleet Replacement and Equipment | $ 1,495,520 | $ 1,393,947 | $ 101,573 |
| Central Garage Vehicle Maintenance | $ 298,000 | $ 303,821 | $ (5,821) |
| Central Garage Police Vehicle Fuel | $ 104,200 | $ 112,560 | $ (8,360) |
| EVTC Maint & Replacement (Opticom) | $ 17,500 | $ 14,968 | $ 2,532 |
| In-Car Cameras | $ - | $ - | $ - |
| Mobile Data Terminal Replacements | $ 143,000 | $ 183,819 | $ (40,819) |
| Taser Replacements - (Next Gen) | $ 6,743 | $ 6,743 | $ 0 |
| StarChase Systems - Maintenance | $ 16,960 | $ 16,960 | $ - |
| Stop Stick Replacement Parts | $ 5,000 | $ - | $ 5,000 |
| License Plate Readers & associated costs | $ 5,000 | $ 5,200 | $ (200) |
| Ammunition - **NEW** | $ 63,000 | $ 61,913 | $ 1,087 |
| Computer Replacement Program (Yr 1 of 3) - **NEW** | $ 60,000 | $ 55,975 | $ 4,026 |
| **(NEW)** 10-yr contract for tasers, body cams, VR training, software/hardware, maintenance, in-car cameras | $ 299,857 | $ 299,857 | $ (0) |
| **4564 Totals** | **$ 2,683,780** | **$ 2,592,354** | **$ 91,426** |
| **Capital Projects:** | | | |
| Mobile Command Centers | $ 1,400,000 | $ 1,325,119 | $ 74,881 |

| TOTAL EXPENSES: | Budget/Revised | YTD & Encumb. | Variance |
|---|---|---|---|
| PST Debt Service - 4561 | $ 25,422 | $ 26,387 | $ (965) |
| Communications - 4562 | $ 589,100 | $ 465,351 | $ 123,749 |
| Facilities - 4563 | $ 119,320 | $ 118,901 | $ 419 |
| Equipment - 4564 | $ 2,683,780 | $ 2,592,354 | $ 91,426 |
| Capital Project - 0167016 | $ 1,400,000 | $ 1,325,119 | $ 74,881 |
| **2023/24 FY TOTAL** | **$ 4,817,622** | **$ 4,528,112** | **$ 289,510** |

| OVERALL FUND BALANCE: | | |
|---|---|---|
| Unassigned Beginning Fund Balance | $ | 3,125,485 |
| TOTAL REVENUE: | $ | 3,501,575 |
| TOTAL EXPENSES/ENCUMBRANCES: | $ | 4,528,112 |
| Transfers In/Out of Fund: | $ | 32,776 |
| Year-end investment market value adjustment: | $ | 36,471 |
| Cancellation of PY Encumbrances | $ | 55,115 |
| UNASSIGNED FUND BALANCE | $ | 2,157,758 |

**June / New Purchases:**

- $1240 encumbered for SmartTap licenses for MS Teams migration
- $8174 paid to Axon for Records Management License portion of contract
- Received and paid for 2nd half of annual computer order. This year's orders allowed us to purchase 31 desktops and 39 monitors.
- The amount of $32,776 shown as "Transfers Out" above reflects the amount transferred out of the Public Safety Sales Tax into the "Police Improvement Fund" to make a partial payment to Project Advocates, LLC. The City Council approved the use of this vendor for Owner's Representative Services for Facilities Design and Construction (Bill No. 24-028). The "Police Improvement Fund" is the account being used to track Capital Improvement Projects for the Police Department. Funds will be transferred out of this tax to the Police Improvement Fund as they are expended / paid.

# Information for July 1, 2024 – August 31, 2024

## 2024 / 2025 FY Revenue

| | |
|---|---|
| **Beginning Fund Balance for 24/25 FY:** | **$ 2,157,758** |
| Sales Tax Collected through 8/31/24: | $ 485,072 |
| Investments & Other Income: | 24,248 |
| Waterfall from Use Tax: | 0 |
| | $ 509,320 |

*(Original Sales Tax Projection for 24/25 = $2,968,600)*
*(Original Projected Waterfall from Use Tax = $219,000)*

Total Revenue with Beginning Fund Balance: $ 2,667,078

## PST Expenditures for July 2024 – August 2024

| Internal Services - 4561 | | | |
|---|---|---|---|
| ERP Interfund Charges (set by Finance) | $ 51,380 | $ 8,563 | $ 42,817 |
| Investment Advisor Fees | $ - | $ 121 | $ (121) |
| **4561 Total** | **$ 51,380** | **$ 8,685** | **$ 42,695** |
| **Communications - 4562** | **Budget/Revised** | **YTD & Encumb.** | **Variance** |
| Tyler Tech / New World Contract | $ 175,000 | $ 4,176 | $ 170,824 |
| Motorola Radio System Maintenance | $ 201,000 | $ - | $ 201,000 |
| Rimage Printer Maint. | $ 3,000 | $ - | $ 3,000 |
| Nelson -maint on Eventide Recorder @ ICC | $ 11,300 | $ - | $ 11,300 |
| L3 - Mobile-Vision Software Maint. | $ 16,000 | $ - | $ 16,000 |
| NetMotion Annual Maintenance | $ 9,000 | $ - | $ 9,000 |
| Radio Tower Utilities | $ 11,500 | $ 1,499 | $ 10,001 |
| Radio Supplies (earbuds, holsters, batteries) | $ 15,000 | $ - | $ 15,000 |
| Mobile Data Terminals- Air Cards | $ 90,000 | $ 7,685 | $ 82,315 |
| Portable (Handheld) Radios | $ 78,500 | $ - | $ 78,500 |
| Motorola Equipment Maintenance | $ 15,300 | $ - | $ 15,300 |
| Motorola Microwave Equipment Lease | $ 22,600 | $ 22,520 | $ 80 |
| Leonardo - ELSAG Mobile LPR Software Warranty | $ 500 | $ - | $ 500 |
| **4562 Total** | **$ 648,700** | **$ 35,881** | **$ 612,819** |
| **Facility - 4563** | **Budget/Revised** | **YTD & Encumb.** | **Variance** |
| Special Operation Facility Upgrades | $ 5,000 | $ - | $ 5,000 |
| Electricity @ K9 Facility & ICC | $ 28,000 | $ 5,486 | $ 22,514 |
| Gas | $ 4,000 | $ 56 | $ 3,944 |
| Water | $ 2,000 | $ 187 | $ 1,813 |
| Sewer | $ 2,000 | $ 330 | $ 1,670 |
| Trash | $ 900 | $ - | $ 900 |
| Technology Contractor (D. Christianson) | $ 54,000 | $ 24,640 | $ 29,360 |
| Technology Contractor (J. Lencioni) | $ 23,000 | $ 18,000 | $ 5,000 |
| Other Technology Contractors | $ 10,000 | $ 5,000 | $ 5,000 |
| Year 2 of 10-yr contract (We are moving this funding to Equipment - 4564) | $ 391,773 | $ - | $ 391,773 |
| **4563 Total:** | **$ 520,673** | **$ 53,699** | **$ 466,974** |

| Equipment - 4564 | Budget/Revised | YTD & Encumb. | Variance |
|---|---|---|---|
| Body Armor Replacement Program | $ 80,000 | $ 55,000 | $ 25,000 |
| Officers Uniforms and Equipment | $ 65,000 | $ 50,348 | $ 14,652 |
| Fleet Replacement and Equipment | $ 1,190,000 | $ 505,467 | $ 684,533 |
| Central Garage Vehicle Maintenance | $ 335,700 | $ 53,785 | $ 281,915 |
| Central Garage Police Vehicle Fuel | $ 120,000 | $ 18,148 | $ 101,852 |
| EVTC Maint & Replacement (Opticom) | $ 18,000 | $ 2,495 | $ 15,505 |
| In Car Radios | $ 168,000 | $ - | $ 168,000 |
| Mobile Data Terminal Replacements | $ 196,000 | $ 96,432 | $ 99,568 |
| StarChase Systems - Maintenance | $ 28,000 | $ - | $ 28,000 |
| Stop Stick Replacement Parts | $ 5,000 | $ - | $ 5,000 |
| License Plate Readers & associated costs | $ 6,000 | $ - | $ 6,000 |
| Ammunition | $ 63,000 | $ - | $ 63,000 |
| Axon Tasers on previous lease (not part of 10 yr contract) | $ - | $ 6,743 | $ (6,743) |
| Computer Replacement Program (Yr 2 of 3) | $ 60,000 | $ 48,807 | $ 11,193 |
| Year 2 of 10-yr contract for body cams, tasers, VR, Records, software, maintenance (remainder in Use Tax) | $ - | $ 401,446 | $ (401,446) |
| **4564 Totals** | **$ 2,334,700** | **$ 1,238,672** | **$ 1,096,028** |
| **Capital Projects:** | | | |
| Replace BEARCAT (NEW) | $ 550,000 | $ - | $ 550,000 |
| **Capital Projects:** | **$ 550,000** | **$ -** | **$ 550,000** |

| TOTAL EXPENSES: | Budget/Revised | YTD & Encumb. | Variance |
|---|---|---|---|
| PST Debt Service - 4561 | $ 51,380 | $ 8,685 | $ 42,695 |
| Communications - 4562 | $ 648,700 | $ 35,881 | $ 612,819 |
| Facilities - 4563 | $ 520,673 | $ 53,699 | $ 466,974 |
| Equipment - 4564 | $ 2,334,700 | $ 1,238,672 | $ 1,096,028 |
| Capital Projects: | $ 550,000 | $ - | $ 550,000 |
| **2024/25 FY TOTAL** | **$ 4,105,453** | **$ 1,336,937** | **$ 2,768,516** |

| OVERALL FUND BALANCE: | |
|---|---|
| **Unassigned Beginning Fund Balance** | **$ 2,157,758** |
| **TOTAL REVENUE:** | **$ 509,320** |
| **TOTAL EXPENSES/ENCUMBRANCES:** | **$ 1,336,937** |
| Cancellation / Change of PY Encumbrances | $ 1,305,675 |
| **UNASSIGNED FUND BALANCE** | **$ 2,635,816** |

* Budgeted "Transfers Out" to occur this fiscal year: $ 824,320

**Updated Fund Balance based on upcoming transfers: $ 1,811,496**

**Significant Expenses to date:**

- $22,520 to Motorola for annual lease of Microwave Equipment for radio system
- $48,807 encumbered to RTI for (32) replacement computers (partial Yr 2 order out of 3-year replacement schedule)
- $50,000 Blanket Purchase Order opened for uniforms and gear
- $55,000 Blanket Purchase Order opened for body armor
- $96,432 Purchase Order to Turn-Key Mobile for sixteen (16) Panasonic MDT's with 5-year warranties
- $424,269 Purchase Order to Shawnee Mission Ford for nine (9) 2025 Ford Explorers
- $19,351 Purchase Order to StopStick for forty (40) 9' stop stick rack kits
- $22,500 to Parks, Rec & Tourism Department for the transfer of one Ford Explorer PPV from their dept to IPD fleet (previous Parks Patrol SUV)
- $8,600 Purchase Order for fifty (50) cold fire extinguishers for vehicle deployment

The $1,305,675 shown above as "Cancellation / Change of PY Encumbrances" appears to be a correction from the amount shown on the City's June Financial Report as encumbered at 2023/24 fiscal year end and the amount actually encumbered at year end. (This amount is being added back to our available fund balance.)

*Note: An additional amount of $824,320 has been approved to be transferred out of the Public Safety Sales Tax into the "Police Improvement Fund" for the remainder due to Project Advocates, LLC. As mentioned earlier, the City Council approved the use of this vendor for Owner's Representative Services for Facilities Design and Construction (Bill No. 24-028). The "Police Improvement Fund" is the account being used to track Capital Improvement Projects for the Police Department. Funds will be transferred out of this tax to the Police Improvement Fund as they are expended / paid. No FY 24/25 transfers have occurred as of the date of this report, but the $824,320 is the remaining amount due to this vendor for this approved project.

**CITY OF INDEPENDENCE, MISSOURI**
Budgetary Comparison Schedule
Police Public Safety Sales Tax Fund
For the period ended June 30, 2024

| | Budgeted Amounts | | Actual Amounts | Variance with Final | Percent Actual | Percent From |
|---|---|---|---|---|---|---|
| | Original | Amended | (Budget Basis) | Budget | 100.00% of Year | Budget |
| **Revenues:** | | | | | | |
| Sales Taxes | $ 2,831,000 | 2,831,000 | 2,923,053 | 92,053 | 103.25% | 3.25% |
| Use Tax | 85,000 | 85,000 | 261,143 | 176,143 | 307.23% | 207.23% |
| Investment Income (Loss) | 35,000 | 35,000 | 127,406 | 92,406 | 364.02% | 264.02% |
| Other Revenue | 7,600 | 7,600 | 189,973 | 182,373 | 2499.64% | 2399.64% |
| **Total Revenues** | **2,958,600** | **2,958,600** | **3,501,575** | **542,975** | **118.35%** | **18.35%** |
| **Expenditures:** | | | | | | |
| Public Safety | | | | | | |
| Communications | 679,700 | 583,700 | 465,351 | 118,349 | 79.72% | -20.28% |
| Facilities | 116,700 | 124,720 | 118,901 | 5,819 | 95.33% | -4.67% |
| Equipment | 2,595,800 | 2,685,147 | 2,592,354 | 92,793 | 96.54% | -3.46% |
| Capital Outlay | 1,400,000 | 1,400,000 | 1,325,119 | 74,881 | 94.65% | -5.35% |
| Debt Service | 25,422 | 25,422 | 26,387 | (965) | 103.80% | 3.80% |
| **Total Expenditures** | **4,817,622** | **4,818,989** | **4,528,112** | **290,877** | **93.96%** | **-6.04%** |
| **Other Financing Uses:** | | | | | | |
| Transfers Out/Capital Outlay | — | — | 32,776 | (32,776) | 0.00% | -100.00% |
| Total Other Financing Uses | — | — | 32,776 | (32,776) | 0.00% | -100.00% |
| **Total Expenditures and Other Financing Uses** | **4,817,622** | **4,818,989** | **4,560,888** | **258,101** | **94.64%** | **-5.36%** |
| **Excess of Revenues Over (Under) Expenditures and Other Financing Uses** | $ **(1,859,022)** | **(1,860,389)** | **(1,059,313)** | **801,076** | | |
| Unassigned Fund Balance at Beginning of Year | | | 3,125,485 | | | |
| Cancellation of Prior Year Encumbrances | | | 55,115 | | | |
| Change in Other Fund Balance Components During the Year | | | — | | | |
| Year-end investment market value adjustment | | | 36,471 | | | |
| Ending Unassigned Fund Balance, 06/30/24 | | | 2,157,758 | | | |
| Other Fund Balance Components: | | | | | | |
| Restricted - Current Year Encumbrances | | | 1,640,066 | | | |
| Restricted - Prior Year Encumbrances | | | — | | | |
| Total Fund Balance | | | $ 3,797,824 | | | |

UNAUDITED

**CITY OF INDEPENDENCE, MISSOURI**
Budgetary Comparison Schedule
Police Public Safety Sales Tax Fund
For the period ended July 31, 2024

| | Budgeted Amounts | | Actual Amounts | Variance with Final | Percent Actual | Percent From |
|---|---|---|---|---|---|---|
| | Original | Amended | (Budget Basis) | Budget | 8.33% of Year | Budget |
| **Revenues:** | | | | | | |
| Sales Taxes | $ 2,918,000 | 2,918,000 | 238,400 | (2,679,600) | 8.17% | -0.16% |
| Use Tax | 219,000 | 219,000 | — | (219,000) | 0.00% | -8.33% |
| Investment Income (Loss) | 43,000 | 43,000 | 11,881 | (31,119) | 27.63% | 19.30% |
| Other Revenue | 7,600 | 7,600 | — | (7,600) | 0.00% | -8.33% |
| **Total Revenues** | 3,187,600 | 3,187,600 | 250,281 | (2,937,319) | 7.85% | -0.48% |
| **Expenditures:** | | | | | | |
| Public Safety | | | | | | |
| Communications | 648,700 | 648,700 | 4,956 | 643,744 | 0.76% | -7.57% |
| Facilities | 520,673 | 520,673 | 27,707 | 492,966 | 5.32% | -3.01% |
| Equipment | 2,334,700 | 2,334,700 | 98,066 | 2,236,634 | 4.20% | -4.13% |
| Capital Outlay | — | — | — | — | 0.00% | -8.33% |
| Debt Service | 51,380 | 51,380 | 4,343 | 47,037 | 8.45% | 0.12% |
| **Total Expenditures** | 3,555,453 | 3,555,453 | 135,072 | 3,420,381 | 3.80% | -4.53% |
| **Other Financing Uses:** | | | | | | |
| Transfers Out/Capital Outlay | 550,000 | 550,000 | — | 550,000 | 0.00% | -8.33% |
| Total Other Financing Uses | 550,000 | 550,000 | — | 550,000 | 0.00% | -8.33% |
| **Total Expenditures and Other Financing Uses** | 4,105,453 | 4,105,453 | 135,072 | 3,970,381 | 3.29% | -5.04% |
| **Excess of Revenues Over (Under) Expenditures and Other Financing Uses** | $ (917,853) | (917,853) | 115,209 | 1,033,062 | | |

| | |
|---|---|
| Unassigned Fund Balance at Beginning of Year | 2,157,758 |
| Cancellation of Prior Year Encumbrances | — |
| Change in Prior Year Encumbrances | 1,305,675 |
| Change in Other Fund Balance Components During the Year | — |
| Year-end investment market value adjustment | — |
| Ending Unassigned Fund Balance, 07/31/24 | 3,578,642 |
| Other Fund Balance Components: | |
| Restricted - Current Year Encumbrances | 78,340 |
| Restricted - Prior Year Encumbrances | 334,255 |
| Total Fund Balance | $ 3,991,237 |

**CITY OF INDEPENDENCE, MISSOURI**
Budgetary Comparison Schedule
Police Public Safety Sales Tax Fund
For the period ended August 31, 2024

| | Budgeted Amounts | | Actual Amounts | Variance with Final | Percent Actual | Percent From |
|---|---|---|---|---|---|---|
| | Original | Amended | (Budget Basis) | Budget | 16.67% of Year | Budget |
| **Revenues:** | | | | | | |
| Sales Taxes | $ 2,918,000 | 2,918,000 | 485,072 | (2,432,928) | 16.62% | -0.05% |
| Use Tax | 219,000 | 219,000 | — | (219,000) | 0.00% | -16.67% |
| Investment Income (Loss) | 43,000 | 43,000 | 23,808 | (19,192) | 55.37% | 38.70% |
| Other Revenue | 7,600 | 7,600 | 440 | (7,160) | 5.79% | -10.88% |
| **Total Revenues** | 3,187,600 | 3,187,600 | 509,320 | (2,678,280) | 15.98% | -0.69% |
| **Expenditures:** | | | | | | |
| Public Safety | | | | | | |
| Communications | 648,700 | 638,200 | 35,881 | 602,319 | 5.62% | -11.05% |
| Facilities | 520,673 | 128,900 | 53,699 | 75,201 | 41.66% | 24.99% |
| Equipment | 2,334,700 | 2,736,973 | 1,238,672 | 1,498,301 | 45.26% | 28.59% |
| Capital Outlay | — | — | — | — | 0.00% | -16.67% |
| Debt Service | 51,380 | 51,380 | 8,685 | 42,695 | 16.90% | 0.23% |
| **Total Expenditures** | 3,555,453 | 3,555,453 | 1,336,937 | 2,218,516 | 37.60% | 20.93% |
| **Other Financing Uses:** | | | | | | |
| Transfers Out/Capital Outlay | 550,000 | 550,000 | — | 550,000 | 0.00% | -16.67% |
| Total Other Financing Uses | 550,000 | 550,000 | — | 550,000 | 0.00% | -16.67% |
| **Total Expenditures and Other Financing Uses** | 4,105,453 | 4,105,453 | 1,336,937 | 2,768,516 | 32.56% | 15.89% |
| **Excess of Revenues Over (Under) Expenditures and Other Financing Uses** | $ (917,853) | (917,853) | (827,617) | 90,236 | | |

| | |
|---|---|
| Unassigned Fund Balance at Beginning of Year | 2,157,758 |
| Cancellation of Prior Year Encumbrances | — |
| Change in Prior Year Encumbrances | 1,305,675 |
| Change in Other Fund Balance Components During the Year | — |
| Year-end investment market value adjustment | — |
| Ending Unassigned Fund Balance, 08/31/24 | 2,635,816 |
| Other Fund Balance Components: | |
| Restricted - Current Year Encumbrances | 1,118,740 |
| Restricted - Prior Year Encumbrances | 206,414 |
| Total Fund Balance | $ 3,960,970 |

**Independence Police**

223 N. Memorial Drive
Independence, MO 64050

Phone 816 325-7300
Fax 816 325-7809

# Police USE Tax (Prop P)
# Quarterly Report

## Information for July 1, 2023 – June 30, 2024 and
## Information for July 1, 2024 – August 31, 2024

## Background Information

On August 6, 2019, the voters of the City of Independence approved Proposition P, which implemented a local use tax at the rate of 2.25%. A local use tax is a tax placed on goods purchased out of state for delivery to and use in Independence. Local use tax can only be collected if the vendor has a physical presence in the State of Missouri. Online purchases from vendors who do not have a retail store or distribution center in the State of Missouri are not subject to local sales tax or local use tax.

## Background Continued

Fifty percent of these funds were allocated to support operations of the Regional Animal Shelter until such time that the amount being allocated into the shelter reaches $750,000 annually. The other fifty percent was designated to hire up to 30 additional police officers.

On November 2, 2021, an amendment to this tax was presented to and approved by Independence voters during a Special Election. The amendment expanded the Use Tax funding to be utilized for all Police Department personnel and equipment. There was no change to the amount dedicated to the animal shelter, and the Police Department portion was capped at $4 million annually, to be increased each year based on the Consumer Price Index.

Once the level of funding for the Shelter and the Police Department are met, the remainder of the local use tax proceeds will flow into the other City sales tax funds in the same manner the City's total local sales tax is allocated.

Council Resolution No. 6465 amended Section 3 of Resolution 5075 which created the Public Safety Sales Tax Oversight Committee. This amendment authorized the Oversight Committee to be renamed the Public Safety Tax Oversight Committee, and directed the Committee to review revenue and expenditures generated through the collection of the local use tax to ensure its use for the funding of police personnel.

Unlike the Public Safety Sales Tax, there is no sunset on the Local Use Tax.

## 2023 / 2024 FY Revenue

| | |
|---|---|
| **Beginning Fund Balance for 23/24 FY:** | **$ 4,952,541** |
| *Tax Collected thru June 2024 (PD only): | $ 4,483,000 (cap for FY) |
| Interest / Investment Earnings: | $ 263,350 |
| 23/24 FY Revenue Total: | $ 4,746,350 |
| **Total Revenue:** | **$ 9,698,891** |

## Hiring Update

Number of Positions Funded by the Use Tax: 32

Number of Positions Filled as of 6/30/24: 32

## 2023 / 2024 FY Total Expenses – through June 30, 2024

| ORG | OBJE | ACCOUNT DESCRIPT | Sum of ORIGINAL | Sum of REVISED BUDGET | Sum of YTD EXPENDED | Sum of ENCUMBRANCES | Sum of AVAILABLE |
|---|---|---|---|---|---|---|---|
| 0184571 | 5100 | Salaries | $0.00 | $0.00 | $1,210.88 | $0.00 | ($1,210.88) |
| | | Salaries - | $1,934,820.00 | $1,934,820.00 | $1,623,992.61 | $0.00 | $310,827.39 |
| | 5102 | Overtime | $70,000.00 | $70,000.00 | $156,089.19 | $0.00 | ($86,089.19) |
| | 5106 | Retiree He | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 |
| | 5107 | Worker Com | $137,000.00 | $137,000.00 | $138,153.23 | $0.00 | ($1,153.23) |
| | 5108 | Longevity | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 |
| | 5109 | Benefits | $20,092.00 | $20,092.00 | $0.00 | $0.00 | $20,092.00 |
| | 5110 | FICA | $140,432.00 | $140,432.00 | $134,258.49 | $0.00 | $6,173.51 |
| | 5111 | LAGERS | $458,006.00 | $458,006.00 | $413,789.97 | $0.00 | $44,216.03 |
| | 5112 | Health Ins | $379,953.00 | $379,953.00 | $275,145.49 | $0.00 | $104,807.51 |
| | 5113 | Dental Ins | $8,817.00 | $8,817.00 | $9,248.04 | $0.00 | ($431.04) |
| | 5114 | Life Insur | $1,339.00 | $1,339.00 | $1,430.64 | $0.00 | ($91.64) |
| | 5115 | Long Term | $1,368.00 | $1,368.00 | $1,479.75 | $0.00 | ($111.75) |
| | 5118 | 401aDeferr | $0.00 | $0.00 | $5,488.31 | $0.00 | ($5,488.31) |
| | 5120 | Emp Allowa | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 |
| | 5121 | Clothing/U | $14,123.00 | $14,123.00 | $11,522.69 | $0.00 | $2,600.31 |
| | 5123 | Meal Allow | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 |
| | 5130 | Pers Ser | $698,474.00 | $698,474.00 | $698,474.00 | $0.00 | $0.00 |
| | 5208 | Fees and P | $200.00 | $200.00 | $0.00 | $0.00 | $200.00 |
| | 5214 | Training a | $90,000.00 | $90,000.00 | $55,167.49 | $0.00 | $34,832.51 |
| | 5218 | Mileage & | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 |
| | 5223 | Interfund | $199,826.83 | $199,826.83 | $199,826.83 | $0.00 | $0.00 |
| | 5226 | Other Prof | $0.00 | $0.00 | $0.00 | $13,608.00 | ($13,608.00) |
| | 5240 | Other Serv | $0.00 | $0.00 | $1,841.28 | $0.00 | ($1,841.28) |
| | 5303 | OfficeFurn | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 |
| | 5309 | Other Oper | $76,800.00 | $76,800.00 | $21,039.62 | $11,158.38 | $44,602.00 |
| | 5313 | Small Tool | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 |
| | 5402 | Computer E | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 |
| | 5404 | Mobile Equ | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 |
| | 5405 | Other Mach | $0.00 | $1,408,272.03 | $668,678.03 | $240,120.00 | $499,474.00 |
| Grand Total | | | $4,231,250.83 | $5,639,522.86 | $4,416,836.54 | $264,886.38 | $957,799.94 |

**Total Encumbrances and YTD Expenses shown above: $4,681,723**

**Additional Details on Expenses:**

Object 51**: Personnel expenses (salaries and benefits) ($3,470,283 total)

Object 5214: Police Academy Training

- $49,295 paid to KC Police Academy for 9 Police Recruits
- $5,872 paid to Blue River for 1 Police Recruit

Object 5223: Interfund Charges (for internal city services, i.e. Finance, Tech Services, determined by Finance)

Object 5226: Purchase order to Olsson Studio for Citizen Engagement & Community Outreach regarding General Obligation bond proposal ($13,608 represents only the Police portion of this purchase order, or 16.8% of the total cost)

Object 5240: Investment Advisor Fees

Object 5309: Uniforms & gear for new officers

- $30,000 encumbered in blanket purchase order for uniforms & gear ($18,842 paid and $11,158 still encumbered)
- $2,198 for flashlights

Object 5405: Other Machinery & Equipment

- $499,564 appropriated for local match required on DOJ Body Camera grant
- $908,798 appropriated from fund balance for portion of 1st year expenses related to 10-year Axon contract
- $668,678 paid to Axon thru June for equipment and services that had been received thru that date (body cameras, tasers, in-car video cameras, VR training, Records Management System, and all software/hardware maintenance and updates
- $240,120 still encumbered to Axon for remaining equipment & services to be rendered (1st year of contract only)

| OVERALL FUND BALANCE: | | |
|---|---|---|
| | **Unassigned Beginning Fund Balance** | **$ 4,952,541** |
| | **TOTAL REVENUE:** | **$ 4,746,350** |
| | **TOTAL EXPENSES/ENCUMBRANCES:** | **$ 4,681,723** |
| | Transfers Out: | $ 99,854 |
| | Year-end Investment Market Value Adjustment: | $ 59,213 |
| | Cancellation of PY Encumbrances: | $ 15,446 |
| | **UNASSIGNED FUND BALANCE** | **$ 4,991,973** |

Note: The amount of $99,854 shown as "Transfers Out" reflects the amount transferred out of the Use Tax and to the "Police Improvement Fund" to make a partial payment to Hoefer Welker, whom the City has contracted for the Justice Center Design Services. The "Police Improvement Fund" is the account being used to track Capital Improvement Projects for the Police Department.

# Information for July 1, 2024 – August 31, 2024

## 2024 / 2025 FY Revenue

| | |
|---|---|
| **Beginning Fund Balance for 24/25 FY:** | **$ 4,991,973** |
| *Tax Collected thru August 2024 (PD only): | $ 861,071 |
| Interest / Investment Earnings: | $ 33,228 |
| 24/25 FY Revenue Total: | $ 894,359 |
| **Total Revenue:** | **$ 5,886,332** |

## Hiring Update

No changes.

## 2024 / 2025 FY Total Expenses – through August 31, 2024

| ORG | OBJECT | ACCOUNT DESCRIPTION | Sum of ORIGINAL APPROP | Sum of REVISED BUDGET | Sum of YTD EXPENDED | Sum of ENCUMB. | Sum of AVAILABLE BUDGET |
|---|---|---|---|---|---|---|---|
| 0184571 | 5100 | Salaries | $0.00 | $0.00 | $649.83 | $0.00 | ($649.83) |
| | | Salaries - | $1,996,711.00 | $1,996,711.00 | $305,561.41 | $0.00 | $1,691,149.59 |
| | 5102 | Overtime | $77,000.00 | $77,000.00 | $32,973.84 | $0.00 | $44,026.16 |
| | 5107 | Worker Com | $134,000.00 | $134,000.00 | $134,000.00 | $0.00 | $0.00 |
| | 5110 | FICA | $151,592.50 | $151,592.50 | $25,400.29 | $0.00 | $126,192.21 |
| | 5111 | LAGERS | $504,055.00 | $504,055.00 | $80,322.83 | $0.00 | $423,732.17 |
| | 5112 | Health Ins | $393,668.00 | $393,668.00 | $46,279.30 | $0.00 | $347,388.70 |
| | 5113 | Dental Ins | $9,396.00 | $9,396.00 | $1,507.40 | $0.00 | $7,888.60 |
| | 5114 | Life Insur | $1,312.00 | $1,312.00 | $375.84 | $0.00 | $936.16 |
| | 5115 | Long Term | $1,337.00 | $1,337.00 | $277.63 | $0.00 | $1,059.37 |
| | 5118 | 401aDeferr | $0.00 | $0.00 | $3,675.00 | $0.00 | ($3,675.00) |
| | 5121 | Clothing/U | $15,626.00 | $15,626.00 | $2,711.90 | $0.00 | $12,914.10 |
| | 5130 | Pers Ser | $698,474.00 | $698,474.00 | $116,412.34 | $0.00 | $582,061.66 |
| | 5214 | Training a | $90,000.00 | $90,000.00 | $0.00 | $0.00 | $90,000.00 |
| | 5223 | Interfund | $1,304,400.00 | $1,304,400.00 | $217,400.00 | $0.00 | $1,087,000.00 |
| | 5240 | Other Serv | $0.00 | $0.00 | $169.80 | $0.00 | ($169.80) |
| | 5309 | Other Oper | $75,000.00 | $75,000.00 | $2,786.02 | $27,429.98 | $44,784.00 |
| | 5405 | Other Mach | $824,098.00 | $824,098.00 | $0.00 | $824,098.00 | $0.00 |
| Grand Total | | | $6,276,669.50 | $6,276,669.50 | $970,503.43 | $851,527.98 | $4,454,638.09 |

**Total Encumbrances and YTD Expenses shown above: $1,822,031**

**Additional Details on Expenses:**

Object 51**: Personnel expenses (salaries and benefits) ($750,148 total)

Object 5223: Interfund Charges (for internal city services, i.e. Finance, Tech Services, determined by Finance)

Object 5240: Investment Advisor Fees

Object 5309: Uniforms & gear for new officers

- $2,786 paid to date out of a $30,000 blanket purchase order to Baysingers for uniforms & gear

Object 5405: Other Machinery & Equipment

- $824,098 encumbered to Axon for partial cost of Year 2 of 10-year contract for equipment and services (includes body cameras, tasers, in-car video cameras, VR training, Records Management System, and all

software/hardware maintenance and updates). Balance of cost ($391,773) is encumbered in Public Safety Sales Tax.

| OVERALL FUND BALANCE: | | |
|---|---|---|
| | **Unassigned Beginning Fund Balance** | **$ 4,991,973** |
| | **TOTAL REVENUE:** | **$ 894,359** |
| | **TOTAL EXPENSES/ENCUMBRANCES:** | **$ 1,822,031** |
| | Transfers Out: | $ - |
| | Year-end Investment Market Value Adjustment: | $ - |
| | Cancellation of PY Encumbrances: | $ - |
| | **UNASSIGNED FUND BALANCE** | **$ 4,064,301** |

| | |
|---|---|
| *Budgeted "Transfers Out" to occur this fiscal year: | $ 2,749,664 |
| **Updated Fund Balance based on upcoming transfers:** | **$ 1,314,637** |

*Note: An additional $2,749,664 will be transferred out of the Use Tax Fund this fiscal year to cover additional cost due to Hoefer Welker for Justice Center Project. The transfers are not reflected on the City's Monthly Financial Reports until they actually occur, so it may often appear that the fund balance is higher than what it actually is. The amount designated to Hoefer Welker was budgeted for this fiscal year and was approved by City Council. IPD will add this information to our quarterly reports so the Committee will have a clearer picture of the actual available fund balance.

**CITY OF INDEPENDENCE, MISSOURI**
Budgetary Comparison Schedule
Police Use Tax
For the period ended June 30, 2024

| | Budgeted Amounts | | Actual Amounts | Variance with Final | Percent Actual | Percent From |
|---|---|---|---|---|---|---|
| | Original | Amended | (Budget Basis) | Budget | 100.00% of Year | Budget |
| **Revenues:** | | | | | | |
| Use Tax | $ 4,483,000 | 4,483,000 | 4,483,000 | — | 100.00% | 0.00% |
| Investment Income (Loss) | 59,000 | 59,000 | 242,070 | 183,070 | 410.29% | 310.29% |
| Other Revenue | — | — | 21,280 | 21,280 | 0.00% | -100.00% |
| **Total Revenues** | **4,542,000** | **4,542,000** | **4,746,350** | **204,350** | **104.50%** | **4.50%** |
| **Expenditures:** | | | | | | |
| Public Safety | 4,231,251 | 4,730,815 | 4,681,723 | 49,092 | 98.96% | -1.04% |
| Debt Service | — | — | — | — | 0.00% | -100.00% |
| **Total Expenditures** | **4,231,251** | **4,730,815** | **4,681,723** | **49,092** | **98.96%** | **-1.04%** |
| **Other Financing Uses:** | | | | | | |
| Transfers Out/Capital Outlay | — | — | 99,854 | (99,854) | 0.00% | -100.00% |
| Total Other Financing Uses | — | — | 99,854 | (99,854) | 0.00% | -100.00% |
| **Total Expenditures and Other Financing Uses** | **4,231,251** | **4,730,815** | **4,781,577** | **(50,762)** | **101.07%** | **1.07%** |
| **Excess of Revenues Over (Under) Expenditures and Other Financing Uses** | **$ 310,749** | **(188,815)** | **(35,227)** | **153,588** | | |

| | |
|---|---|
| Unassigned Fund Balance at Beginning of Year | 4,952,541 |
| Cancellation of Prior Year Encumbrances | 15,446 |
| Change in Other Fund Balance Components During the Year | — |
| Year-end investment market value adjustment | 59,213 |
| Ending Unassigned Fund Balance, 06/30/24 | 4,991,973 |
| Other Fund Balance Components: | |
| Restricted - Current Year Encumbrances | 264,886 |
| Restricted - Prior Year Encumbrances | 5,650 |
| Total Fund Balance | $ 5,262,509 |

UNAUDITED

**CITY OF INDEPENDENCE, MISSOURI**
Budgetary Comparison Schedule
Police Use Tax
For the period ended July 31, 2024

| | Budgeted Amounts | | Actual Amounts | Variance with Final | Percent Actual | Percent From |
|---|---|---|---|---|---|---|
| | Original | Amended | (Budget Basis) | Budget | 8.33% of Year | Budget |
| **Revenues:** | | | | | | |
| Use Tax | $ 4,683,000 | 4,683,000 | 505,543 | (4,177,457) | 10.80% | 2.47% |
| Investment Income (Loss) | 139,000 | 139,000 | 16,827 | (122,173) | 12.11% | 3.78% |
| Other Revenue | — | — | — | — | 0.00% | -8.33% |
| **Total Revenues** | 4,822,000 | 4,822,000 | 522,370 | (4,299,630) | 10.83% | 2.50% |
| **Expenditures:** | | | | | | |
| Public Safety | 6,276,670 | 6,276,670 | 449,447 | 5,827,223 | 7.16% | -1.17% |
| Debt Service | — | — | — | — | 0.00% | -8.33% |
| **Total Expenditures** | 6,276,670 | 6,276,670 | 449,447 | 5,827,223 | 7.16% | -1.17% |
| **Other Financing Uses:** | | | | | | |
| Transfers Out/Capital Outlay | — | — | — | — | 0.00% | -8.33% |
| Total Other Financing Uses | — | — | — | — | 0.00% | -8.33% |
| **Total Expenditures and Other Financing Uses** | 6,276,670 | 6,276,670 | 449,447 | 5,827,223 | 7.16% | -1.17% |
| **Excess of Revenues Over (Under) Expenditures and Other Financing Uses** | $ (1,454,670) | (1,454,670) | 72,923 | 1,527,593 | | |
| Unassigned Fund Balance at Beginning of Year | | | 4,991,973 | | | |
| Cancellation of Prior Year Encumbrances | | | — | | | |
| Change in Other Fund Balance Components During the Year | | | — | | | |
| Year-end investment market value adjustment | | | — | | | |
| Ending Unassigned Fund Balance, 07/31/24 | | | 5,064,896 | | | |
| Other Fund Balance Components: | | | | | | |
| Restricted - Current Year Encumbrances | | | — | | | |
| Restricted - Prior Year Encumbrances | | | 270,536 | | | |
| Total Fund Balance | | | $ 5,335,432 | | | |

**CITY OF INDEPENDENCE, MISSOURI**
Budgetary Comparison Schedule
Police Use Tax
For the period ended August 31, 2024

| | Budgeted Amounts | | Actual Amounts | Variance with Final | Percent Actual | Percent From |
|---|---|---|---|---|---|---|
| | Original | Amended | (Budget Basis) | Budget | 16.67% of Year | Budget |
| **Revenues:** | | | | | | |
| Use Tax | $ 4,683,000 | 4,683,000 | 861,071 | (3,821,929) | 18.39% | 1.72% |
| Investment Income (Loss) | 139,000 | 139,000 | 33,288 | (105,712) | 23.95% | 7.28% |
| Other Revenue | — | — | — | — | 0.00% | -16.67% |
| **Total Revenues** | 4,822,000 | 4,822,000 | 894,359 | (3,927,641) | 18.55% | 1.88% |
| **Expenditures:** | | | | | | |
| Public Safety | 6,276,670 | 6,276,670 | 1,822,031 | 4,454,639 | 29.03% | 12.36% |
| Debt Service | — | — | — | — | 0.00% | -16.67% |
| **Total Expenditures** | 6,276,670 | 6,276,670 | 1,822,031 | 4,454,639 | 29.03% | 12.36% |
| **Other Financing Uses:** | | | | | | |
| Transfers Out/Capital Outlay | — | — | — | — | 0.00% | -16.67% |
| Total Other Financing Uses | — | — | — | — | 0.00% | -16.67% |
| **Total Expenditures and Other Financing Uses** | 6,276,670 | 6,276,670 | 1,822,031 | 4,454,639 | 29.03% | 12.36% |
| **Excess of Revenues Over (Under) Expenditures and Other Financing Uses** | $ (1,454,670) | (1,454,670) | (927,672) | 526,998 | | |

| | |
|---|---|
| Unassigned Fund Balance at Beginning of Year | 4,991,973 |
| Cancellation of Prior Year Encumbrances | — |
| Change in Other Fund Balance Components During the Year | — |
| Year-end investment market value adjustment | — |
| Ending Unassigned Fund Balance, 08/31/24 | 4,064,301 |
| Other Fund Balance Components: | |
| Restricted - Current Year Encumbrances | 851,528 |
| Restricted - Prior Year Encumbrances | 36,648 |
| Total Fund Balance | $ 4,952,477 |

**Independence Police**

223 N. Memorial Drive
Independence, MO 64050

Phone 816 325-7300
Fax 816 325-7809

# Marijuana Sales Tax Quarterly Report

## Information for July 1, 2023 – June 30, 2024
## And July 1, 2024 – August 31, 2024

### Background Information

On April 4, 2023, Independence residents voted yes to a local Recreational Marijuana Sales Tax. The tax collected would be a 3% local sales tax on recreational marijuana purchases made within the Independence city limits. The sales tax funds collected are to be used for the needs of the Police, Fire, Dispatch, and Emergency Preparedness Departments within the City.

### 23/24 FISCAL YEAR - Revenue

**Beginning 2023/24 FY Unassigned Fund Balance: $ 0 (New Tax)**

| | |
|---|---|
| Sales Tax Collected through 6/30/24: | $ 678,880 |
| Investments & Other Income: | 4,897 |
| Year-end Investment Market Adjustment: | 4,020 |
| | $ 687,797 |

*(Original Sales Tax Projection for 23/24 = $150,000)*

## Expenditures for July 2023 – June 2024

| | |
|---|---|
| Public Safety: | $ 28,417 |
| Community Development: | $ 382,304 |
| Total to date: | $ 410,721 |

**Public Safety:**

The amount of $25,000 was encumbered in a Purchase Order to Project Advocates, who is serving as the City's Owner's Representative on the Justice Center project. An additional $3,417 was added to the purchase order for additional services rendered during the Initiation phase of the project. As of June 30th, the total $28,417 has been paid to the vendor.

**Community Development**:

This amount represents a contract awarded to Copaken Brooks as Downtown Master Developer for the City. This item went to Council and it was approved to use this tax to cover $382,304 of the total $509,700 cost. The scope of services includes five phases of work: Master Plan, Master Economic Plan, Master Business Plan, Redevelopment Plan Report and Future Phase Development.

## Current Fund Balance

| | |
|---|---|
| FY 23/24 Revenue Total: | $ 687,797 |
| FY 23/24 Expenditures Total: | $ 410,721 |
| **FY 23/24 Unassigned Fund Balance:** | **$ 277,076** |

# 2024-2025 FISCAL YEAR

## 24/25 FISCAL YEAR - Revenue

| | | |
|---|---|---|
| **Beginning 2024/25 FY Unassigned Fund Balance:** | **$ 277,076** | |
| *Sales Tax Collected through 8/31/24: | $ 173,306 | *(FY 24/25 Projection: $900,000)* |
| Investments & Other Income: | 2,968 | |
| Total Revenue for FY 24/25: | $ 176,274 | |
| **Total Overall Revenue:** | **$ 453,350** | |

## Expenditures for July 2024 – August 2024

| | |
|---|---|
| Public Safety: | $ 0.00 |
| Community Development: | $ 15.00 |
| Total to date: | $ 15.00 |

The only expense charged to this fund so far this fiscal year is $15.00, which is the amount of Investment Advisor Fees that have been charged to this tax. (Each month, the fees for investment services and earnings are pro-rated to various city funds based on the same percentage used to allocate out the funds that have been invested.)

## Current Fund Balance

| | |
|---|---|
| FY 24/25 Revenue Total: | $ 453,350 |
| FY 24/25 Expenditures Total: | $ 15 |
| **FY 24/25 Unassigned Fund Balance:** | **$ 453,335** |
| *Budgeted "Transfers Out" for FY 24/25: | **($ 453,335)** |
| **Updated Fund Balance with upcoming transfer:** | **$ 0** |

* The current unassigned fund balance plus the remaining projected revenue for the fiscal year (up to $900,000) will be transferred to the Police Improvement Fund to cover expenses related to the Justice Center Project. Therefore, we expect to have a zero fund balance at year-end, with all funds being used to support the Justice Center Project.

**CITY OF INDEPENDENCE, MISSOURI**
Budgetary Comparison Schedule
Marijuana Sales Tax Fund
For the period ended June 30, 2024

| | Budgeted Amounts | | Actual Amounts | Variance with Final | Percent Actual | Percent From |
|---|---|---|---|---|---|---|
| | Original | Amended | (Budget Basis) | Budget | 100.00% of Year | Budget |
| **Revenues:** | | | | | | |
| Sales Taxes | $ 150,000 | 150,000 | 678,880 | 528,880 | 452.59% | 352.59% |
| Use Tax | — | — | — | — | 0.00% | -100.00% |
| Investment Income (Loss) | — | — | 4,897 | 4,897 | 0.00% | -100.00% |
| Other Revenue | — | — | — | — | 0.00% | -100.00% |
| **Total Revenues** | **150,000** | **150,000** | **683,777** | **533,777** | **455.85%** | **355.85%** |
| **Expenditures:** | | | | | | |
| Public Safety | 15,000 | 15,000 | 28,417 | (13,417) | 189.45% | 89.45% |
| Community Development | — | — | 382,304 | (382,304) | 0.00% | -100.00% |
| Capital outlay | — | — | — | — | 0.00% | -100.00% |
| Debt Service | — | — | — | — | 0.00% | -100.00% |
| **Total Expenditures** | **15,000** | **15,000** | **410,721** | **(395,721)** | **2738.14%** | **2638.14%** |
| **Other Financing Uses:** | | | | | | |
| Transfers Out/Capital Outlay | — | — | — | — | 0.00% | -100.00% |
| Total Other Financing Uses | — | — | — | — | 0.00% | -100.00% |
| **Total Expenditures and Other Financing Uses** | **15,000** | **15,000** | **410,721** | **(395,721)** | **2738.14%** | **2638.14%** |
| **Excess of Revenues Over (Under) Expenditures and Other Financing Uses** | $ 135,000 | 135,000 | 273,056 | 138,056 | | |
| Unassigned Fund Balance at Beginning of Year | | | — | | | |
| Cancellation of Prior Year Encumbrances | | | — | | | |
| Change in Other Fund Balance Components During the Year | | | — | | | |
| Year-end investment market value adjustment | | | 4,020 | | | |
| Ending Unassigned Fund Balance, 06/30/24 | | | 277,076 | | | |
| Other Fund Balance Components: | | | | | | |
| Restricted - Current Year Encumbrances | | | 184,880 | | | |
| Restricted - Prior Year Encumbrances | | | — | | | |
| Total Fund Balance | | | $ 461,956 | | | |

UNAUDITED

**CITY OF INDEPENDENCE, MISSOURI**
Budgetary Comparison Schedule
Marijuana Sales Tax Fund
For the period ended July 31, 2024

| | Budgeted Amounts | | Actual Amounts | Variance with Final | Percent Actual | Percent From |
|---|---|---|---|---|---|---|
| | Original | Amended | (Budget Basis) | Budget | 8.33% of Year | Budget |
| **Revenues:** | | | | | | |
| Sales Taxes | $ 900,000 | 900,000 | 92,829 | (807,171) | 10.31% | 1.98% |
| Use Tax | — | — | — | — | 0.00% | -8.33% |
| Investment Income (Loss) | — | — | 1,343 | 1,343 | 0.00% | -8.33% |
| Other Revenue | — | — | — | — | 0.00% | -8.33% |
| **Total Revenues** | 900,000 | 900,000 | 94,172 | (805,828) | 10.46% | 2.13% |
| **Expenditures:** | | | | | | |
| Public Safety | — | — | — | — | 0.00% | -8.33% |
| Community Development | — | — | 7 | (7) | 0.00% | -8.33% |
| Capital outlay | — | — | — | — | 0.00% | -8.33% |
| Debt Service | — | — | — | — | 0.00% | -8.33% |
| **Total Expenditures** | — | — | 7 | (7) | 0.00% | -8.33% |
| **Other Financing Uses:** | | | | | | |
| Transfers Out/Capital Outlay | 900,000 | 900,000 | — | 900,000 | 0.00% | -8.33% |
| Total Other Financing Uses | 900,000 | 900,000 | — | 900,000 | 0.00% | -8.33% |
| **Total Expenditures and Other Financing Uses** | 900,000 | 900,000 | 7 | 899,993 | 0.00% | -8.33% |
| **Excess of Revenues Over (Under) Expenditures and Other Financing Uses** | $ — | — | 94,165 | 94,165 | | |
| Unassigned Fund Balance at Beginning of Year | | | 277,076 | | | |
| Cancellation of Prior Year Encumbrances | | | — | | | |
| Change in Other Fund Balance Components During the Year | | | — | | | |
| Year-end investment market value adjustment | | | — | | | |
| Ending Unassigned Fund Balance, 07/31/24 | | | 371,241 | | | |
| Other Fund Balance Components: | | | | | | |
| Restricted - Current Year Encumbrances | | | — | | | |
| Restricted - Prior Year Encumbrances | | | 184,880 | | | |
| Total Fund Balance | | | $ 556,121 | | | |

**CITY OF INDEPENDENCE, MISSOURI**
Budgetary Comparison Schedule
Marijuana Sales Tax Fund
For the period ended August 31, 2024

| | Budgeted Amounts | | Actual Amounts | Variance with Final | Percent Actual | Percent From |
|---|---|---|---|---|---|---|
| | Original | Amended | (Budget Basis) | Budget | 16.67% of Year | Budget |
| **Revenues:** | | | | | | |
| Sales Taxes | $ 900,000 | 900,000 | 173,306 | (726,694) | 19.26% | 2.59% |
| Use Tax | — | — | — | — | 0.00% | -16.67% |
| Investment Income (Loss) | — | — | 2,968 | 2,968 | 0.00% | -16.67% |
| Other Revenue | — | — | — | — | 0.00% | -16.67% |
| **Total Revenues** | 900,000 | 900,000 | 176,274 | (723,726) | 19.59% | 2.92% |
| **Expenditures:** | | | | | | |
| Public Safety | — | — | — | — | 0.00% | -16.67% |
| Community Development | — | — | 15 | (15) | 0.00% | -16.67% |
| Capital outlay | — | — | — | — | 0.00% | -16.67% |
| Debt Service | — | — | — | — | 0.00% | -16.67% |
| **Total Expenditures** | — | — | 15 | (15) | 0.00% | -16.67% |
| **Other Financing Uses:** | | | | | | |
| Transfers Out/Capital Outlay | 900,000 | 900,000 | — | 900,000 | 0.00% | -16.67% |
| Total Other Financing Uses | 900,000 | 900,000 | — | 900,000 | 0.00% | -16.67% |
| **Total Expenditures and Other Financing Uses** | 900,000 | 900,000 | 15 | 899,985 | 0.00% | -16.67% |
| **Excess of Revenues Over (Under) Expenditures and Other Financing Uses** | $ — | — | 176,259 | 176,259 | | |
| Unassigned Fund Balance at Beginning of Year | | | 277,076 | | | |
| Cancellation of Prior Year Encumbrances | | | — | | | |
| Change in Other Fund Balance Components During the Year | | | — | | | |
| Year-end investment market value adjustment | | | — | | | |
| Ending Unassigned Fund Balance, 08/31/24 | | | 453,335 | | | |
| Other Fund Balance Components: | | | | | | |
| Restricted - Current Year Encumbrances | | | — | | | |
| Restricted - Prior Year Encumbrances | | | 165,193 | | | |
| Total Fund Balance | | | $ 618,528 | | | |

# City of Independence

AGENDA ITEM COVER SHEET

**Agenda Title:**
Semi-Annual Report of the Independence Park Commission

**Recommendations:**
Staff recommends review and acceptance of the report.

**Background:**
This report highlights parks and recreation projects, operations, and programs from January 1 through June 30, 2024 that were supported by the parks improvement sales tax program.

**Emergency Justification:**

**Fiscal Impact:**

**Council Action:**

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

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**REVIEWERS**
Morris Heide
Jeremy Cover
Zachary Walker
Susanne Holland

**ATTACHMENTS:**
1. PRST Report 44 2024-10 Final

# Independence Park Commission

## Parks Improvement Sales Tax Program Report
## January 1 – June 30, 2024

INDEPENDENCE
★PARKS★RECREATION★TOURISM★

# Mission

The Independence Park Commission was established by Ordinance in 1999. The Commission's primary mission is to act in an advisory capacity to the City Council relating to public education, use, and knowledge regarding Parks and Recreation activities. The Commission also serves as the official Parks and Recreation Sales Tax Oversight Committee.

# Sales Tax Review

The current Parks Improvement Sales Tax (PRST) was renewed in perpetuity in August of 2010. This tax is estimated to generate approximately $5.3 million for fiscal year 2023-24. The tax is dedicated to fund on-going park maintenance, certain facility operations, recreation programming and various parks and recreation related capital projects. Through June 01, 2024, the tax generated $5,059,280, or 96%, of the PRST revenue for fiscal year 2023-24.

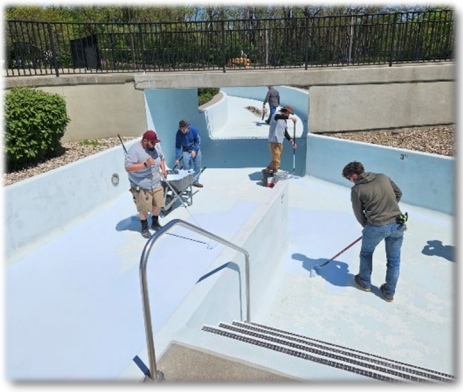
# Park Projects, Revitalization & Operations

Parks, Facilities and Grounds maintenance staff worked on a variety of projects from January through June:

- Pioneer Ridge Middle School – Installed tee pads on the disc golf course
- Dickinson, Santa Fe and Hill Park – Built eight bollards and installed in various parks

- Waterfall Park – Replaced pump valves on waterfall feature and installed new picnic tables
- McCoy Park – Replaced damaged doors on restroom that was vandalized

- All parks – Opened restrooms and irrigation systems, began power-washing and painting restrooms
- Lipton Trail – Installed large boulders
- Rock Creek Trail – Installed gravel and graded one-half of the trail
- Adventure Oasis – Repaired pole lights, installed landscape rock, installed new lint pot and painted the lazy river and kiddie pool area prior to season opening



- Equipment maintenance – Prepared equipment for mowing operations
- Facility maintenance – Completed 343 work orders for city buildings
- Equipment – Took delivery of new brush cutter and two stander mowers
- Homeless camps – 66 camps cleaned up and removed in parks, 27 along trails

- Sycamore Hills Park – Formed and poured concrete to replace foot bridge

- McCoy Park – Replaced plumbing components stolen from restrooms
- Numerous parks – Removed graffiti and repaired vandalism, trimmed trees and removed limbs and brush following stormy weather events

- Woodlawn Cemetery – String-trimmed all headstones and placed flags on headstones of veterans for Memorial Day weekend

# Recreation Programming & Operations

## Arts & Culture

- Encore Theatre – "The Play that Goes Wrong" in May, attendance 345
- City Theatre of Independence –
  "Arsenic and Old Lace" in January, attendance 384
  "The Diary of Anne Frank" in March & April, attendance 507
  "Little Shop of Horrors" in June, attendance 669
- Children's Theatre Workshops –
  "The Marvelous Land of Oz" in February, attendance 689
  23 children completed the program with Summer Fantasy in June, attendance 182

- PowerPalooza (family carnival fundraiser for Powerhouse Theatre Foundation) - 294 attendees
- Pick-up Chess, Fun in the Park, Outdoors For All, and Popsicles in the Park – multiple dates of each program with 1,690 total participants
  40% of this season's Popsicles in the Park were sponsored – thank you to the Tilton Agency and Musketeer Home Care!
- Spirit of Independence Band – 22 rehearsals and 3 concerts

## Aquatics

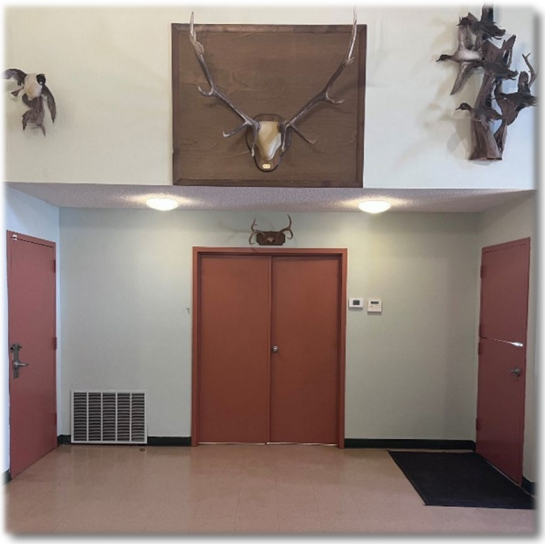
- (From May 24 through June 30)
- Season Passes – 1,264
- Daily visits – 20,766
- Class Registrations – 643
- Program Registrations – 91
- Birthday Party Rentals – 62

## Nature Programs

- 11,922 Park Visitors (DeWitt Center, fishing, hiking, birding, picnicking, etc.)
- 839 Nature Program Participants – Winter Sowing, Native Plants, Native Animals of MO, Bird Bingo, Let's Love Bugs!, MO Rocks, Minerals & Fossils, Scavengers, Earth Day, Cicada Mania, fishing programs, and hikes with a Naturalist

- 885 service hours provided by volunteers
- Invasive Honeysuckle Removal - Bingham Middle School students cleared 5,800 square feet to open the canopy for native plants to grow and prepares for future prescribed burnings
- Pollinator Garden - An Eagle Scout transplanted native plants into a 734-square foot garden
- Intern – A Fort Osage High School student has been interning three days a week assisting with Program setup, tree planting, gardening, trail work, limb cleanup, and general park operations

- Children's area renovation in DeWitt Center - Upgraded activities with indoor play structure Staff will now turn this play structure into a tree with interactive educational components
- Trail Improvements – Staff widened the 3-mile trail system for public accessibility and more efficient maintenance
- Lodge Renovation – Staff finished painting interior walls, door frames and doors, stained existing wooden trim and added new trim to the lobby wall, repaired drywall from termite damage, and updated taxidermy and artwork on walls



## Senior Programming

- Home Delivered Meal Program – Staff delivered 6,435 meals and served 7,875 meals on-site
- Day Trips - 253 seniors enjoyed trips to the New Theatre Restaurant in Overland Park, KS; Jefferson City, MO; YaYa's Alpaca Farm in Garden City, MO; Walt Disney's hometown of Marceline, MO; and the covered bridges of Madison County, Iowa
- Older American's Month Celebration – 50 seniors enjoyed coffee and donuts with Mayor Rowland
- Senior Programs and Classes – 639 events with 8,496 attendees (fitness classes, bingo, ice cream socials, cards, crafts, health and education programs, and other social activities)
- SilverSneakers – 94 classes with 821 participants (SilverSneakers Yoga, SilverSneakers Classic, and Zumba Gold)
- Pickleball – 74 sessions at Palmer Center with 3,567 players, 60+ Tournament with 47 players
- Volunteers – 3,313 hours worked by volunteers at Palmer Center
- Intern – An intern through the full employment council was based at Palmer Center for several weeks assisting with seniors in the nutrition site, classes and programs, and in the office with tasks such as filing and reassurance phone calls to homebound seniors

## Special Events

- 32nd Annual Festival of Color Youth Art Show – Sermon Center, 188 visitors
- Jackson County Election Polling Site – Sermon Center, February & April elections
- Little Princess Ball – Truman Memorial Building, 75 participants
- Fort Osage Summer Feeding Program – McCoy Park, 2,234 meals provided to children in May and June
- Juneteenth Celebration – McCoy Park and Uptown Market
- Truman Trot 5K – Waterfall Park, over 1,000 in attendance with 458 participants

## Wellness

- Farmers Market at Uptown Market – Wednesdays & Saturdays – 750 to 1,000 patrons weekly
- Fitness Classes at Sermon Center – 3,231 participants
- Fitness Visits at Sermon Center – 13,944 participants
- New or Renewing Fitness Members at Sermon Center – 538
- Fitness Classes & Visits (City Employees) at Sermon Center – 1,521 participants
- 18+ Pickleball Tournament at Palmer Center – 20 players
- Pickleball for Beginners at Sermon Center – 7 participants
- Table Tennis – 119 sessions at Truman Memorial Building with 1,131 participants
- Couch to 5K – partnership with Health and Animal Services, 32 participants walked shelter dogs to get in shape for the annual Truman Trot 5K

### Private Rentals

- Independence Uptown Market – 33 private rentals with 14,845 visitors
- George Owens Nature Park – 24 private rentals with 1,039 visitors
- Palmer Center – 5 private rentals with 700 visitors
- Sermon Center – 86 private rentals with 7,275 visitors
- Park Pavilions and Shelters – 231 reservations with 9,496 visitors

## In Closing

It is the opinion of the Park, Recreation and Tourism staff that the activities, initiatives, and projects supported by the Parks Improvement Sales Tax are in keeping with the program's intent, and that the work of the Parks, Recreation, and Tourism Department continues to enhance the quality of life in Independence.

INDEPENDENCE
★PARKS★RECREATION★TOURISM★

# City of Independence

AGENDA ITEM COVER SHEET

**Agenda Title:**
Semi-Annual Report of the Independence Tourism Commission

**Recommendations:**
Staff recommends review and acceptance of the report.

**Background:**
This report highlights tourism projects, operations, and programs from January 1 through June 30, 2024 that were supported by the transient guest tax program.

**Emergency Justification:**

**Fiscal Impact:**

**Council Action:**

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

---

**REVIEWERS**
Morris Heide
Jeremy Cover
Zachary Walker
Susanne Holland

**ATTACHMENTS:**
1. TGT Report #17 Oct 2024 FINAL

# Independence Tourism Commission

## Transient Guest Tax Program
## January 1, 2024 – June 30, 2024

INDEPENDENCE
★PARKS★RECREATION★TOURISM★

# Mission and Membership

The Independence Tourism Commission was established by Ordinance in 1997. The Commission serves as an advocate for the tourism industry in Independence by educating residents and businesses of the economic, cultural, and historic value of tourism in Independence, promoting cooperation and communication among tourism sites, and addressing issues that affect tourism.

The Commission advises and recommends policies, procedures and programs that benefit tourism in Independence by helping to support the Tourism Division objectives and providing regular feedback to the Parks, Recreation & Tourism Department. The Transient Guest Tax (TGT) is solely dedicated to supporting the promotion, operation and development of tourism-related activities and can only be used for this purpose.

# Transient Guest Tax Review

The original Transient Guest Tax was approved in 1970 when voters approved a 4% gross receipt tax for hotel stays. Voters increased the tax to 5% in 1979, and later to 6.5% in 2002.

Through June 30, 2024, the tax generated $2,304,882 or 100.21% of the Transient Guest Tax budgeted revenue for the 2023-24 Fiscal Year.

# Visitor Services and Promotions

- **2024 Visitor Guide**
  - Shipped in March and were distributed throughout Missouri
    Digital updates published quarterly on City website

- **Conventions, conferences, groups, and sponsorships:**
  - REACHES Nationals Wrestling Championship April 12 – 14
    $5000 Parks, Recreation & Tourism sponsorship
    This event brought over 2000 participants filling Cable Dahmer Arena with spectators, coaches, recruiters and more.
    Participants were hosted by Stoney Creek Hotel, Hilton Garden Inn, Residence Inn, and Best Western.

- KC Mavericks Hockey
  $40,000 Parks, Recreation & Tourism sponsorship
  KC Mavericks dominated the ECHL during regular season and made it to the Kelly Cup Finals for the first time ever. A 4-3 overtime loss to the Florida Everblades in Game 5 ended their exciting season.

- Kansas City Comets Soccer
  $10,000 Parks, Recreation & Tourism sponsorship
  Kansas City Comets season ended following a heart-breaking 5-4 loss to the Chihuahua Savage in the Ron Newman Cup Finals. The 2023-24 season gave the Kansas City Comets and fans some great memories and plenty to build on moving forward.

- MO-KAN Garden Railroaders May 30 – June 2, 100 participants
- 2024 Lutheran Women's Missionary League - Missouri District Convention
  June 7 – 9, 400 participants
  Stoney Creek Convention Center & Hotel
- Uniformed Safety Officer Annual Education Workshop
  June 23 – 27, 85 participants
  Stoney Creek Convention Center & Hotel

- **Promotional Services Public Engagement:**
  - Promotion Services Representative serves as the liaison representing the Tourism Division at partner organizational board meetings: Friends of the National Frontier Trails Museum, Bingham Wagoner Estate, Vaile Mansion and Independence Hotel and Lodging Alliance.
  - Charles Kistler, owner of Silver Heart Inn, has resigned as the Independence Hotel and Lodging Alliance president. He encourages hoteliers to participate and become members of the Kansas City Hotel & Lodging Alliance.
  - Held Volunteer Recruitment event – No one attended.
  - SantaCaliGon – Promotion Services staff lead PRT Department for design, creation and implementation of 1849 Main Street at SantaCaliGon Festival.

| STR Reports | | | | | | |
|---|---|---|---|---|---|---|
| | Occupancy Percentage | | Average Daily Rate | | Revenue/Available Room | |
| | 2024 | 2023 | 2024 | 2023 | 2024 | 2023 |
| 1st Quarter | 57.2 | 61.8 | $106.31 | $96.54 | $60.87 | $59.75 |
| 2nd Quarter | 47.33 | 54.7 | $131.46 | $94.35 | $46.73 | $48.57 |
| 3rd Quarter | 43.90 | 47.73 | $92.11 | $93.77 | $41.15 | $44.83 |
| 4th Quarter | 56.9 | 59.5 | $104.60 | $104.80 | $59.50 | $60.80 |

*STR collects and processes performance data from hotels on a daily, weekly, and monthly basis.

| Attractions & Historic Site Attendance FY 2023-24 | | | | | |
|---|---|---|---|---|---|
| | Bingham-Waggoner Estate | Chicago & Alton Depot | MO Model Railroad Museum | Vaile Mansion | Promo Items Distributed |
| 1st Quarter | 637 | 234 | Not Open | 1,093 | 743 |
| 2nd Quarter | 1,013 | 182 | Not Open | 2,826 | 1,300 |
| 3rd Quarter | 63 | 23 | Not Open | 89 | 804 |
| 4th Quarter | 448 | 256 | 587* | 1,894 | 2,224 |
| **Totals** | **2,161** | **784** | **587** | **5,902** | **5,071** |

*From May 11 – June 30

# Facility and Historic Site Operations

## National Frontier Trails Museum

The National Frontier Trails Museum is open 6 days a week for a total of 120 hours Mondays through Saturdays. During this period there were **15** group tours and **16** school field trips. Staff greeted visitors from nearly every state and several countries. The top 5 states with visitors were Missouri, Kansas, Iowa, Minnesota, and Washington. The countries represented were Australia, Belgium, Brazil, Canada, England, France, Germany, Ireland, Japan, Puerto Rico, Scotland, South Korea, Ukraine and Vietnam.

| NFTM Visitors from the US and Around the World | | |
|---|---|---|
| Month | States Represented | Countries Represented |
| January | 14 | 0 |
| February | 25 | 2 |
| March | 32 | 4 |
| April | 41 | 4 |
| May | 39 | 7 |
| June | 44 | 8 |

NFTM staff continued working with teachers from 4 schools outside of Missouri on composition and westward movement assignments. Response letters were written to 20 students answering their questions about the westward migration. Staff sent trail maps to aid their studies.

The museum received a surprise visit from the Zona Rosa area when a vacation bible school class of 20 children dropped into the museum. They were tying the museum and the trails into the many travels that took place in the bible. This is another unique way people are using the National Frontier Trails Museum.

In June, staff gave a presentation about the Museum and the Oregon Trail to the Sons & Daughters of the Mayflower in Lee's Summit. From that presentation other groups are now requesting similar presentations.

Visitor Comments:

- 1/17/24 Johnson from MO/NE: Very Interesting, loved the area for children to pack a wagon.
- 2/5/24 Dennison from UT: Very Informative – learned lots. : )
- 3/30/24 Cranmer from WA: Enjoyed learning about the trails and those who traveled it!
- 5/22 Rich & Anne Saiki from CA: Nice displays & loading the wagon is great!
- 6/25 Bill Conley Tallmadge from OH: Excellent presentation. Well organized and displayed.
- 6/29 John Carlson Madison from AL: Great Museum. Kids loved it too!

| NFTM Pre & Post Pandemic Attendance | | | | | | |
|---|---|---|---|---|---|---|
| | **2018-19** | **2019-20** | **2020-21** | **2021-22** | **2022-23** | **2023-24** |
| **1st Quarter** | 5,215 | 3,327 | 0* | 578* | 1,389 | 0** |
| **2nd Quarter** | 2,689 | 2,764 | 0* | 759 | 817 | 508** |
| **3rd Quarter** | 2,585 | 576* | 0* | 625 | 1,041 | 1,076 |
| **4th Quarter** | 4,501 | 0* | 0* | 1,352 | 1,610 | 1,668 |
| **Total** | **14,990** | **6,667** | **0*** | **3,314** | **4,857** | **3,252** |
| *Closed during Pandemic (March 2019 – August 2021) | | | | | | |
| **Closed during relocation to Truman Memorial Building (July – November 2023) | | | | | | |

The Merrill J. Mattes Research Library remains open by appointment. Staff assisted 8 individuals with research projects during this period.

On June 19 & 20 a professor and her assistant from DePauw University in Greencastle, IN visited the Mattes Research Library assistant. They were researching to find connections with a diary they had and correlate points along the trail with those found in the diary.

Implementation of the Clio app continues. This free mobile app guides the public to historic and cultural sites throughout the United States. Staff is creating content on the app about the City's historic trails, walking tours, museums, and attractions in Independence.

## Historic Sites

The story of the Neck neighborhood was highlighted in a dedication ceremony held Saturday, June 15th at McCoy Park. City of Independence officials and community leaders dedicated new granite markers which were purchased with grant money from the Health Forward Foundation. For more information about the Neck neighborhood, check out the playlist on the City of Independence's YouTube page or read local author Alversia Pettigrew's book *Memories of a Neck Child*.

Restoration work at the Truman Depot continues, following approval of a change order for the redesign of the walking trail and for additional repairs necessary inside the depot building. The right-of-way adjustments and easement issues have been resolved. Independence Power and

Light is relocating their power poles at the Cottage & Pacific intersection. A variance was granted to replace the copper gutters that were stolen with faux copper aluminum gutters. The contract with Terry Snelling Construction has been extended to Nov. 14th to allow for the additional work.

PRT maintenance crews provides general upkeep and oversight of mowing contractors at all of the historic sites. After several delays and changing suppliers, materials finally arrived and work has resumed to replace the roof on the Bingham-Waggoner Estate stable.

Security lighting, new handrails on the concrete patio, and a new sign were installed outside the Missouri Model Railroad Museum across the street. The museum held their official opening on National Train Day, May 11, 2024 in the location of the former National Frontier Trails Museum which relocated to the Truman Memorial Building.

The model train museum houses railroad artifacts with working vintage model railroad collectibles. They offer a 120-seat theater for showings of railroad videos and presentations by guest speakers. Their mission is to educate the public on the history of trains and how they shaped our city and country. The Museum is open Saturdays from 10:00 am – 4:00 pm for tours.

At the Vaile Mansion, PRT crews trimmed broken limbs and removed a tree damaged by stormy spring weather. The annual Strawberry Festival took place once again at the Vaile Mansion and Arboretum on Saturday, June 1st. The fair included the traditional craft and antiques booths, strawberry treats, entertainment, and tours of the mansion.

# In Closing

Parks, Recreation and Tourism Department staff believe the activities, initiatives, and projects supported by the Transient Guest Tax are in keeping with the program's intent, and that the work continues to attract visitors to our community and preserve our City-owned historic sites.

The members of the Independence Tourism Commission express our appreciation to the Mayor and City Council for their continued support of providing the best possible historic sites, attractions, and programs for the people of Independence and our many visitors to enjoy.

# City of Independence

AGENDA ITEM COVER SHEET

**Agenda Title:**
Semi-Annual Report of the Stormwater Oversight Committee

**Recommendations:**
Accept the report of the oversight committee.

**Background:**
Semi-Annual report of the Stormwater Oversight Committee for fiscal year 23-24.

**Emergency Justification:**

**Fiscal Impact:**

**Council Action:**

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**Department / Contact** Municipal Services /

---

**REVIEWERS**
Lisa Reynolds
Jeremy Cover
Zachary Walker
Susanne Holland

**ATTACHMENTS:**
1. SWOC Presentation 10-3-24

# Stormwater Oversight Committee

Semi-Annual Report to the City Council

October 21, 2024

# Projected Revenues FY 2023-24

## STORM WATER SALES TAX

## Fiscal Year 2023-24 Budget

| | |
|---|---|
| Estimated Sales Tax | $5,268,000 |
| Estimated Use Tax | $169,000 |
| Estimated Interest | $164,000 |
| **TOTAL** | **$5,601,000** |

# Actual Revenues FY 2023-24

## STORM WATER SALES TAX

## JULY 1, 2023 – JUNE 30, 2024

| | |
|---|---|
| Sales Tax Collected | $5,059,280 |
| Use Tax | $522,286 |
| Interest Earned | $488,413 |
| Regional Detention Funds | $8,013 |
| Grant Revenues | $245,483 |
| **TOTAL** | **$6,323,474** |

# Allocation of Funding FY 2023-24

| | |
|---|---|
| Maintenance | $2,815,922 |
| Administration | $245,484 |
| Permit Compliance | $318,000 |
| Total Operating Expenditures | $3,379,406 |
| Capital Budget | $7,021,579 |
| **Total Expenditures** | **$10,400,985** |

# Maintenance Summary

Fiscal Year Comparison

| | FY 22-23 | FY 23-24 |
|---|---|---|
| • Conduit Repair Work Orders: | 97 | 106 |
| • Footage Installed: | 4,714’ | 5,093’ |
| • Structure Repair Work Orders: | 153 | 128 |
| • Structures Inspected: | 3,585 | 5,052 |
| • Structures Cleaned: | 246 | 844 |
| • Conduit Inspected: | 228,351’ | 209,049’ |
| • Conduit Cleaned: | 1,137’ | 3,760’ |
| • MS4 Inspections: | 0 | 84 |
| • Total Work Orders: | 379 | 370 |

# Capital Improvement Project Summary

**UNDER CONSTRUCTION**

2024 Emergency Repairs: encompasses several culverts that are structurally failing and with a potential hazard for both pedestrian and vehicular traffic. These sites are:

- 2817 Trenchard Conduit Collapse.
- Bundschu Road Culvert Subsidence.
- Lexington at Noland Rock Culvert Failure.
- Saddlebrook Outlet Scour.

The Contractor is Wiedenmann Construction with a time and expense budget of $444,100.00 to repair all 4 sites.

Raymond, Harkless, to Mills Drainage Improvements Project
Located in the Springbranch Watershed this project will address flooding of several homes. 80% of the $1,485,591 construction funding for this project will be from the State of Missouri ARPA program. Linaweaver Construction is the general contractor.

# Capital Improvement Project Summary

**COMPLETED**

2023 Emergency Repair Project

This project included the following locations:

- Allen Road north of US 24
- Viking Drive north of E 25th Terrace
- Rogers Street north of Salisbury Road
- Truman at Alexander

*Viking Pipe Repair*

*Rogers St.*
*Scour Restoration*

*Allen Road*
*Slope Protection*

# Capital Improvement Projects Summary

- $48,852,869 spent in projects over the life of the tax
- Over $13 million dedicated to Capital Improvement Projects currently underway
- Over $10.5 million in Missouri ARPA stormwater grants
- 110 construction projects completed
- 13 watershed studies encompassing
  23 watersheds and sub-sheds
- 5 projects in Design Phase
- 7 projects in Acquisition or Construction Phase

# Projects ARPA Grant Funding

| Project Name | Total Project Cost | ARPA Grant Funds | City Share |
|---|---|---|---|
| Raymond, Harkless to Mills | $1,171,565 | $931,394 | $240,171 |
| Leslie to Crane | $3,158,498 | $2,511,006 | $647,492 |
| Rockwood | $2,612,017 | $2,076,554 | $535,463 |
| Rock Creek Watershed – Pipe Replacement | $6,025,283 | $5,000,000 | $1,025,283 |
| | $12,967,363 | $10,518,954 | $2,448,409 |

# Summary

The Storm Water Management Program oversees the management, construction, operations, maintenance and pollution control of the City's storm water system.

- 13,800+ Storm Structures
- 230+ Miles of Pipe
- 19 Regional Detention Basins
- All within 23 local watershed and sub-shed areas

# City of Independence

AGENDA ITEM COVER SHEET

**Agenda Title:**
Semi-Annual Report of the Street Improvement Oversight Committee

**Recommendations:**

**Background:**
The Semi-Annual Report of the Street Improvement Oversight Committee reviewing the fiscal year 23-24.

**Emergency Justification:**

**Fiscal Impact:**

**Council Action:**

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**Department / Contact** Municipal Services /

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**REVIEWERS**
Lisa Reynolds
Jeremy Cover
Zachary Walker
Susanne Holland

**ATTACHMENTS:**
1. SIOC Presentation - Fall 2024 - Committee Updates

# Street Improvement Oversight Committee

Semi-Annual Report to the City Council

October 21, 2024

# Oversight Committee Members

- Wes Epperson, Committee Chair
- Edward Nesbitt, Vice-Chair
- Jerry Adkins
- Dennis Tharp
- Libet Ojeda
- Marcie Gragg
- Vacant

# Program Overview

- Monitor Use of Street Sales Tax
- 15-year program started in 2009
- Voters approved renewal of Street Sales Tax in 2017

# Revenue Sources
# July 1, 2023 – June 30, 2024

| | FY 2024 Budget | FY to date Actual | % of Budget |
|---|---|---|---|
| | | | |
| Sales Tax Revenue | $10,534,000 | $10,118,609 | 96.06 |
| Use tax | $321,000 | $1,044,623 | 325.43 |
| Interest Income | $125,000 | $838,239 | 670.59 |
| Other Revenues | $3,345,086 | $3,741,749 | |
| | | | |
| Total Current Year | $14,325,086 | $15,743,221 | 109.90 |

# Street Operations Summary

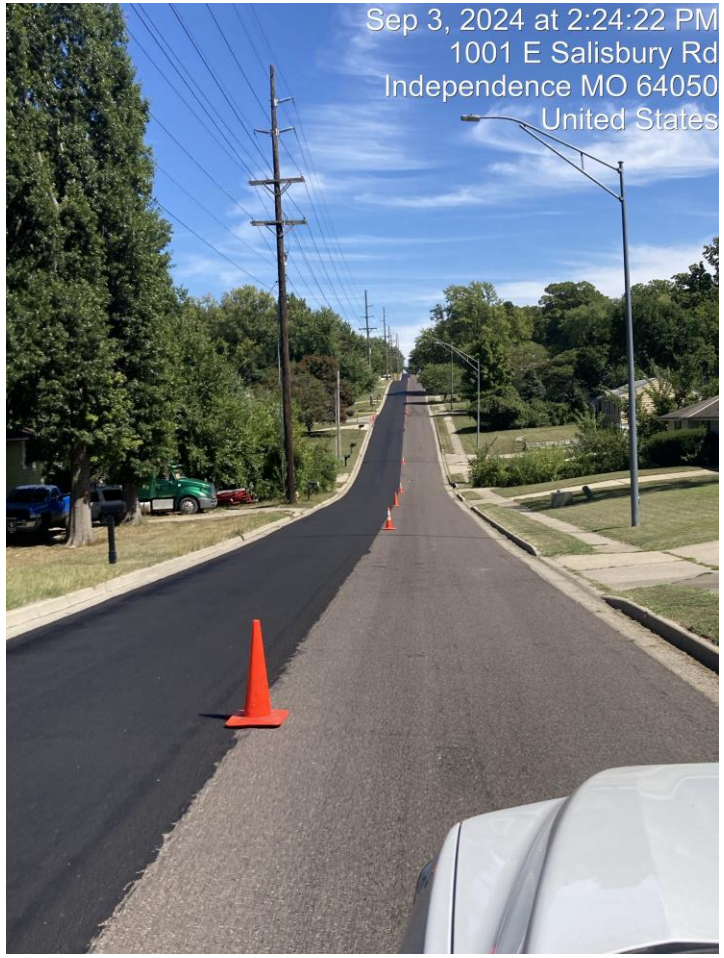
(Performed by City Staff)

| Category | Fiscal Year 2024 Totals | Weekly Average |
|---|---|---|
| Street Sweeping | 715 miles | 13.75 miles per week |
| Sweepings Collected | 878 yards | 17 yards per week |
| ROW illegal Dumping | 1071 yards (45 dumpsters) | 184 yards per week (5 dumpsters) |
| Traffic Signs Repaired | 1137 | 22 per week |
| Potholes Repaired | 9431 | 181 per week |
| Mastic | 24 miles | Performed annually |

# UNDER CONSTRUCTION

# Pavement Preventative Maintenance

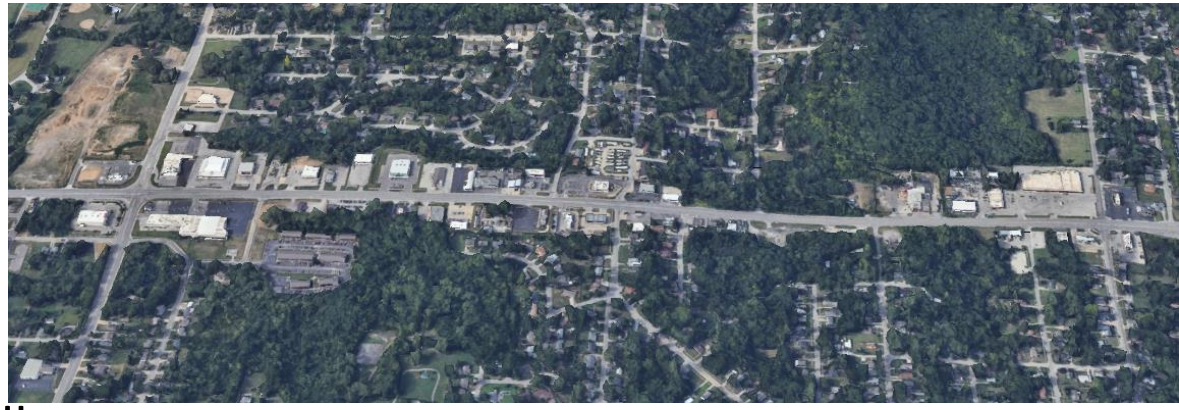
- Entering the Fourth Year Of Alternate Maintenance Programming
- Funded By Current Budget Street Sales Tax
- Blended Approach (Seals): Includes Micro-surfacing, Crack, Fog, Scrub, & Cape Seals
- Previous Years Completed Since Adopting Blended Approach: **216.65 LM**
  - FY22 Program: 90.23 LM
    - FY22 Pavement Condition Index (PCI) Scan (Citywide Scan)
    - FY22 Crack Filling – 3.59 LM
    - FY22 Roadway Seals – 53.73 LM
    - FY22 Overlay – 32.90 LM
  - FY23 Program: 53.32 LM
    - FY23 Roadway Seals – 17.01 LM
    - FY23 Overlay – 36.31 LM
- Current Fiscal Year
  - FY24 Program: 100.26 LM
    - 2024 Crack Filling 33.79 LM (Complete)
    - 2024 Overlay - 20.47 LM (In Progress)
    - 2024 Pavement Seals – 46 LM (In Progress)



# 24 Hwy Complete Streets Phase 2

(Phase 1 beginning after Phase 2)

- Design Consultant - Burns & McDonnell
- Construction Start Date: Summer 2023 Administered by MoDOT
- Project Completion Date: Winter 2024
- MoDOT cost-share project
- Sterling Ave. to River Ave.
- Improve from 4 lane to 5 lane section with curb & gutter
- 10-foot multi-use path south side and 5-foot sidewalk north side
- Storm sewers and traffic signal improvements
- Estimated Total Project Cost: $6,561,483



# Truman Depot And Pacific Trail Improvement

- Construction Contract Awarded:
  - Terry Snelling Construction
  - $1,447,590
  - Construction Began: April 2023
  - Est. Construction Completion: Winter 2024
- Cost share with Parks, Recreation, and Tourism Department
  - Building Restoration improvement for the Historic Amtrak Station. (PRT) - $621,228
  - Street Improvement provides complete street upgrades on the North side of W. Pacific Ave to S. Pleasant Street. (SST) - $826,362
- New curb and ADA-compliant sidewalk
- Pavement marking and signage for shared use lanes, for bicycle users.
- TAP Funds of $350,000
- Total Estimated Project Cost: $1,672,360

# Little Blue Parkway & Jackson Drive Intersection Improvements

- Construction Contract Awarded:
  - Linaweaver Construction
  - $1,050,787
  - Construction Begins: January 2025
  - Est. Construction Completion: Spring 2025
- Eligible for Reimbursement
  - Governor’s Cost Share Grant
  - North Point Reimbursement
- New curb and ADA-compliant sidewalk
- Improved Signalization
- Median Removal and Lane additions
- Total Estimated Project Cost: $1,050,787

# Future Capital Improvement Projects

- $36,418,328 budgeted for upcoming projects
- Approximately $26.6 million in expected grant reimbursement
- 15 Projects in Design Phase

# Projects in Design Phase

| | |
|---|---|
| Vaile Sidewalks Ph. 2 | Fairmount Loop Trail |
| Square Streetscapes | Winner Road Complete Streets |
| Truman Connected Ph. 1 & 2 | Sidewalks Program |
| 23rd Street Complete Streets Ph. 1 & 2 | Crysler Ave. Bridge Re-deck |
| Curbs & Sidewalks Ph. 2 | Hiedelberger Bridge |
| Noland Road Multimodal Corridor | Englewood Traffic Circle |
| Historic Trails Ph. 1 | |

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# City of Independence

AGENDA ITEM COVER SHEET

**Agenda Title:**

Case 23-100-23, a request by Jim Gamble to rezone the property located at 12880 E. Kentucky Road from I-1, Industrial, to C-3, Service Commercial, was advertised for a new information only public hearing at the October 21, 2024 City Council meeting. As this case has been continued by the Planning Commission, the new information only public hearing is now expected to be heard at the December 2, 2024 City Council meeting.

**Recommendations:**

**Background:**

**Emergency Justification:**

**Fiscal Impact:**

**Council Action:**

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**Department / Contact** Community Development /

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**REVIEWERS**

Tom Scannell
Jeremy Cover
Zachary Walker
Susanne Holland

**ATTACHMENTS:**

None