



CITY COUNCIL Regular Meeting

December 2, 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. Tim Allison, Chaplain for the Visiting Nurse Association Hospice will give the Invocation

THE PLEDGE OF ALLEGIANCE

ROLL CALL

CITIZEN REQUESTS

PRESENTATION RESOLUTIONS

1. 24-794 A Resolution recognizing Gabe Glaser, Planner for the Community Development Department, as the ISTAR Award recipient for December 2024.

PROCLAMATIONS

CONSENT AGENDA

Reports and Recommendations of the City Manager

1. Approval of minutes for the Regular Meetings on November 4th and November 18th, 2024.
2. Council action is requested to increase expenditures by \$105,000 with Ozark Kenworth for heavy equipment fleet repairs for the Central Garage for the Municipal Services Department. The total amount of expenditures will increase to \$200,000.00.

3. Council action to issue a purchase order to Burns & McDonnell in the amount of \$327,300.00, for the Blue Valley Stack Demolition Project - Phase 1 for the Power & Light Department.
4. Council action is requested to award change order #1 to Purchase Order 25000242 to Fletcher-Reinhardt in the amount of \$75,000.00 to cover additional costs for Steel and Aluminum poles for the Power & Light Department. The new amount of the purchase order will be \$225,000.00.
5. Council action is requested to issue a purchase order to the Wilson Group in the amount of \$226,457.00, for Rock Creek Wastewater Treatment Plant Facility Renovations for the Municipal Services Department.
6. Council action is requested to issue a purchase order to PTG Premier Truck Group in the amount of \$109,483. for a Freightliner single axle dump truck Chassis for the Street Maintenance Division of the Municipal Services Department.
7. Council action is requested to issue a purchase order to Altec Industries in the amount of \$277,412.00, for an Altec TA50 bucket truck for the Power & Light Department.

RESOLUTIONS

1. 24-795 A Resolution adopting the Reshaping the Square Redevelopment Plan.
2. 24-796 A Resolution supporting the establishment of the Independence Convention & Visitors Bureau as a 501(C)(6) Organization to promote tourism in the City of Independence, Missouri.
3. 24-797 A Resolution directing the City Manager to amend the American Rescue Plan funding plan by reducing funding in certain accounts and reallocating said funds for one-time expenditures in certain accounts.

REGULAR AGENDA

ORDINANCES

1. 24-107 **2R** An Ordinance amending Ordinance No. 19544 by updating certain legal descriptions where design changes became necessary & finding, determining, and declaring the necessity of acquiring construction easement for the Leslie to Crane at Hereford Project (Project No. 132201); authorizing the negotiation and eminent domain proceedings if necessary; approving the plans and specifications for the project; authorizing the use of experts as needed; authorizing and directing the execution of documents and the payments of funds to property owners holding property rights, in conjunction with the project. **2R**

2. 24-108 **2R** An Ordinance authorizing the City Manager to execute a certain grant agreement with the Missouri Highways and Transportation Commission for the 23rd Street Sidewalk Phase 2 Project (Project No. 112111-2 / Federal Project No. TAP-3379(445)). **2R**
3. 24-109 **2R** An ordinance Approving a Final Plat for Jackson Drive Industrial Park, in Independence, Jackson County, Missouri. **2R**
4. 24-110 **2R** An ordinance amending Independence City Code Section 5.01.023 "License Denial, Suspension or Revocation". **2R**

FIRST READING(S)

1. 24-111 **1R** An ordinance amending Article 1, "Property Maintenance Code," of Chapter 4 of the Independence City Code and adopting the 2024 Edition of the International Property Maintenance Code and making other necessary revisions. **1R**
2. 24-112 **1R** An ordinance amending Article 4, "Plumbing Code," of Chapter 4 of the Independence City Code and adopting the 2024 Edition of the International Plumbing Code and making other necessary revisions. **1R**
3. 24-113 **1R** An ordinance amending Article 5, "Building Code," of Chapter 4 of the Independence City Code and adopting the 2024 Edition of the International Building Code and making other necessary revisions. **1R**
4. 24-114 **1R** An ordinance amending Article 6, "Mechanical Code," of Chapter 4 of the Independence City Code and adopting the 2024 Edition of the International Mechanical Code and making other necessary revisions. **1R**
5. 24-115 **1R** An ordinance amending Article 7, "Electrical Code," of Chapter 4 of the Independence City Code, and adopting the 2023 Edition of the National Electric Code and making other necessary revisions. **1R**
6. 24-116 **1R** An ordinance amending Article 12, "Existing Building Code," of Chapter 4 of the Independence City Code and adopting the 2024 Edition of the International Existing Building Code and making other necessary revisions. **1R**
7. 24-117 **1R** An ordinance amending Article 13, "Residential Code," of Chapter 4 of the Independence City Code and adopting the 2024 Edition of the International Residential Code with 2024 Energy Code amendments and making other necessary revisions. **1R**
8. 24-118 **1R** An ordinance amending Article 14, "Fuel Gas Code," of Chapter 4 of the Independence City Code and adopting the 2024 Edition of the International Fuel Gas Code and making other necessary revisions. **1R**

9. 24-119 **1R** An ordinance adding Article 17, “Energy Conservation Code – Commercial Provisions,” of Chapter 4 of the Independence City Code and adopting the 2024 Edition of the International Energy Conservation Code and making other necessary revisions. **1R**
10. 24-120 **1R** An ordinance amending Chapter 9, “Fire Code,” of the Independence City Code and adopting the 2024 Edition of the International Fire Code and making other necessary revisions. **1R**
11. 24-121 **1R** An ordinance approving a rezoning from District C-2 (General Commercial) and District R-12 (Two-Family Residential) to District R-6 (Single-Family Residential) and R-12 (Two-Family Residential) for the properties along 18th Street and Ash Avenue in Independence, Missouri. **1R**
12. 24-122 **1R** An ordinance approving a rezoning from District I-1 (Industrial) and District R-6 (Single-Family Residential) to District R-6 (Single Family Residential) for the properties at 2301 S. Crysler Avenue. **1R**
13. 24-123 **1R** An ordinance amending the Unified Development Ordinance, Chapter 14, of the Independence City Code pertaining to trash haulers. **1R**
14. 24-124 **1R** An ordinance calling for an election to authorize the issuance of General Obligation bonds for the City of Independence, Missouri. **1R**

INFORMATION ONLY

1. Municipal Court Report for October, 2024
2. Independence Power & Light requests the issue of an emergency purchase order to Timken Gears & Services, Inc., Philadelphia Gear in the amount of \$288,192 for repair of the J2 Frame 5 Gearbox for IPL.
3. ***Please Note:*** *In accordance with RSMo. 610.021, the City Council may convene in an Executive Session during or after the meeting, in the Council Chambers and move to Conference Room D for the closed meeting, on matters of litigation, legal action, and/or attorney client communications, as permitted by Sec. 610.021(1), on matters of personnel, as permitted by Sec. 610.021(3) and personnel records, as permitted by 610.021(13), on matters of contracts, as permitted by 610.021(12), on matters of real estate, as permitted by 610.021(2) and/or matters of labor negotiations, as permitted by 610.021(9).*

COUNCILMEMBER COMMENTS

ADJOURNMENT



A GREAT AMERICAN STORY

City Council Regular Meeting Minutes

November 4, 2024 6:00 PM

Council Chambers - 111 E. Maple Ave.

INVOCATION

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

Invocation was given by Laurie Dean Wiley

THE PLEDGE OF ALLEGIANCE

ROLL CALL

CITIZEN REQUESTS

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

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

NAYS (0): None

ABSENT (0):

Motion Passes

The following people spoke in opposition of 24-789.

Merle Long

Renee Roby

Catherine Alexander

Lisa Yewell
Mary Tackett
Glenda Williams
Gregg Hollins
Felish Booker
Mary Eleazer
Lucinda Kincaid
Angela Dugger

The following people spoke in favor of resolution 24-789

Darian Hall
Abubalra Mohamed
Todd Evans
Enoch Dahle

Zach Walker, City Manager, there will be a meeting regarding this issue on November 6th at 10 a.m. and 3 p.m. Meeting is available online. Citizens can also send emails regarding this issue to transit@indepmo.org
Zach addressed questions asked by citizens regarding this topic.

What will remain the same:
Maintaining the 24 Route from transit center to downtown KC
Paratransit service is maintained
Going back to the pre-COVID pay structure of \$3/rider

Changing:
Fixed route service

PRESENTATION RESOLUTIONS

1. 24-778 A Resolution recognizing Stephanie Gervy, Administrative Assistant III in the Municipal Services Department, as the ISTAR Award Recipient for November 2024.

Councilmember McCandless made a motion to take this item out of order. This was seconded by Councilmember Fears.
Motion was passed 7-0

Councilmember Perkins made a motion to approve item. Seconded by Councilmember Fears.
Motion was passed 7-0

PROCLAMATIONS

A Veteran's Day Proclamation was presented to Mr. Grover, Harry S. Truman Chapter of the Sons of the American Revolution.

CONSENT AGENDA

Reports and Recommendations of the City Manager

The item was presented, and discussion followed.

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

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

NAYS (0): None

ABSENT (0):

Consent Agenda minus the items below Passes 7-0

Items pulled for special consideration:

Item 24-790 was pulled by Councilmember Stewart

Item 8 was pulled by Councilmember Fears

Item 24-789 pulled by Councilmember McCandless

1. Approval of minutes for the Regular Meetings on October 7th and October 21st 2024. **Approved**
2. Council action is requested to issue a purchase order to S4 Water Sales & Service, LLC in the amount of \$129,715.50, for Filter No. 2 Media Replacement at the Courtney Bend Water Treatment Plant for the Water Division of the Municipal Services Department. **Approved**
3. Council action is requested to issue a purchase order to Mongan Painting, LLC in the amount of \$447,875.00, for Protective Coatings Systems Replacement at the Courtney Bend Water Treatment Plant for the Municipal Services Department. **Approved**
4. Council action is requested to issue a purchase order for \$191,934.95 to Graybar for Lamps, Luminaires, and Photo Controls for the Power & Light Department for Fiscal Year 2024-2025. **Approved**
5. Council action is requested to approve and direct the City Manager to execute a certain license agreement by and between the City of Independence, Missouri and RG Landev, LLC. **Approved**

6. Council action to award a contract to Burns & McDonnell in the amount of \$164,187 to cover the Bly Road Substation S site study for the Power & Light Department (IPL).
Approved
7. Council action is requested to issue a purchase order to Brotcke Well and Pump, Inc. in the amount of \$640,281.00, for Well Rehabilitation at the Courtney Bend Water Treatment Plant for the Water Division of the Municipal Services Department.
Approved
8. Council action is requested to approve a contract between the City of Independence and the Independence School District to enter into a video broadcast agreement to broadcast recorded School Board Meetings provided by the Independence School District on the City's local government access Comcast channel, City7, effective through Dec. 31, 2025. **Approved**

Councilmember Fears made a motion to approve the item. Seconded by Councilmember McCandless.

Discussion: This agreement was entered into with the City of Independence and the Independence School District. The School District would like to use this resource to broadcast their school board meetings. There is no cost for this by the City.

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

NAYS (0): None

ABSENT (0):

Motion passes 7-0

9. Council action is requested to issue a purchase order to Mongan Painting, LLC in the amount of \$258,500.00, for Protective Coating Systems Replacement for Filter No. 2 at the Courtney Bend Water Treatment Plant for the Municipal Services Department.
Approved

RESOLUTIONS

1. 24-779 A Resolution reappointing Tara Kruse to the Public Safety Tax Oversight Committee. **Passes Res. No. 7057**
2. 24-780 A Resolution reappointing Chad Whisenhunt to the Japanese Sister City Commission **Passes Res. No. 7058**
3. 24-781 A Resolution reappointing Colin McClain to the Independence Square Advisory Board. **Passes Res. No. 7059**

4. 24-782 A Resolution reappointing Maureen Kennedy to the Sustainability Commission **Passes Res. No. 7060**
5. 24-783 A Resolution reappointing Jerry Adkins to the Street Improvement Oversight Committee **Passes Res. No. 7061**
6. 24-784 A Resolution reappointing Paula Martin to the Parks Commission. **Passes Res. No. 7062**
7. 24-785 A Resolution reappointing Dr. Terry Morris, MD to the Advisory Board of Health. **Passes Res. NO. 7063**
8. 24-786 A Resolution reappointing Allie Zaroor to the Storm Water Control Oversight Committee **Passes Res. No. 7064**
9. 24-787 A Resolution reappointing Robert Phillips to the Housing Authority Commission **Passes Res. No. 7065**
10. 24-788 A Resolution appointing Councilmember Heather Wiley as Councilmember Liaison to the Independence Arts Council. **Passes Res. No. 7066**
11. 24-789 A Resolution supporting IRIS Microtransit Drivers in the City of Independence, Missouri. **Passes Res. No. 7067**

Councilmember McCandless stated she asked the City Manager to create this resolution to ensure that IRIS drivers are treated fairly by the City.

Meetings to discuss this issue will be on November 6th at 10 a.m. and 3 p.m. and will be broadcast online. There has also been an website set up for this - transit@indepmo.org

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

NAYS (0): None

ABSENT (0):

Resolution Passes 7-0

12. 24-790 A Resolution adopting the 2024-2027 Independence City Council Strategic Agenda. **Passes Res. No. 7068**

Councilmember Stewart stated that on page 3 under item #5 discusses the sale of IPL utilities. This item was already decided in a separate resolution prior to this meeting.

City Manager Zach Walker suggested the item be changed to read "Research and Evaluate the Governance of Independence Power and Light" as the sale has already been voted on.

Councilmember Stewart made a motion to approve as amended. Seconded by Councilmember McCandless.

Amendment passes 7-0

Motion of original item to be approved made by McCandless. Seconded by Council member Wiley.

Item 24-790 passes 7-0.

REGULAR AGENDA

ORDINANCES

1. **24-043 2R** An ordinance amending Article 3 of Chapter 5 of the City Code by enacting new sections to revise and clarify the requirements for extended stay hotels. **2R Tabled Indefinitely**

Councilmember McCandless moved to table the item indefinitely as more work needs to be done on this ordinance. Motion seconded by Councilmember Fears. Motion Passed.

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

NAYS (0): None

ABSENT (0):

Item is tabled indefinitely 7-0

2. **24-088 2R** An Ordinance adding a new Article 5, Legal Description, to the Independence City Code, Chapter 10. **2R Passes 7-0 Ord. No. 19621**

This item is part of the question that was approved by the voters in August for changes to the City Charter. It moves the legal description of the city boundaries from the Charter into the City Code. The reason for moving it into the Code is because it changes from time to time with annexations and de-annexations.

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

NAYS (0): None

ABSENT (0):

Ordinance passes 7-0

3. **24-104 2R** An ordinance creating Section 12.05.017 of the Independence City Code for the prohibition of trespassing on a school bus. **2R Passes 7-0 Ord. No. 19622**

This is being done as a preventative measure and gives the police department the authority to do something in the event someone should get on a school bus that should not be it.

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

NAYS (0): None

ABSENT (0):

Ordinance passes 7-0

4. 24-105 **2R** An ordinance adopting amendments to the Fiscal Year 2024-2025 budget, which was approved by Ordinance No. 19561. **2R Passes 7-0 Ord. No. 19623**

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

NAYS (0): None

ABSENT (0):

Ordinance passes 7-0

5. 24-106 **2R** An ordinance adopting amendments to the Fiscal Year 2023-2024 budget, which was approved by Ordinance No. 19453. **2R Passes 7-0 Ord. No. 19624**

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

NAYS (0): None

ABSENT (0):

Ordinance passes 7-0

INFORMATION ONLY

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COUNCILMEMBER COMMENTS

Councilmember Stewart encouraged everyone to get out and vote tomorrow.

Councilmember Vaught stated she, Councilmembers McCandless and Wiley and Mayor Rowland joined the IFD and American Red Cross this past Friday in a community outreach regarding smoke alarms.

Councilmember Wiley shared a phone number for citizens to call if they need a smoke alarm (816) 325-7123.

Councilmember McCandless gave a shout-out to Randy Johnson from IPL who is retiring after 45 years of service. She went to the graduation of Youth Court, celebrating 37 new youth

attorneys.

Councilmember Perkins met with KC Home Builders Association last week. He gave a shout-out to Municipal Services employee Steve Maldonado for doing some street work and grating that needed to be done and got it done quickly.

City Manager Zach Walker encouraged citizens to tune in for the Study Session next Tuesday for important items regarding the General Obligation Bond, the Square Redevelopment Plan and the Tourism restructuring.

ADJOURNMENT



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



ATTEST:



City Clerk



A GREAT AMERICAN STORY

City Council Regular Meeting Minutes

November 18, 2024 6:00 PM

Council Chambers - 111 E. Maple Ave.

INVOCATION

1. Sergio Quintero will give the invocation in Spanish

Sergio Quintero gave the invocation

THE PLEDGE OF ALLEGIANCE

ROLL CALL

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

CITIZEN REQUESTS

Councilmember McCandless asked for a moment of privilege to introduce the newly elected Jackson County Prosecutor, Melesa Johnson.

John Dempsey spoke about the Independence City Theatre.

Jamee Woolery spoke about 915 S. Brookside, which is an item on the consent agenda this evening.

Bobbie Bryant spoke about the General Obligation Bond and projects.

PROCLAMATIONS

CONSENT AGENDA

Reports and Recommendations of the City Manager

Councilmember Perkins moved to approve the Consent Agenda. This was seconded by Councilmember Fears.

Items pulled for special consideration:

Item #2 by Councilmember McCandless

Item #6 by Councilmember Perkins

Resolution 24-792 by Councilmember Perkins

All other items passed.

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

NAYS (0): None

ABSENT (0):

1. Council action is requested to expend \$265,000.00 in expenditures for Rock with Liberty Aggregates for the Municipal Services Department for Fiscal Year 2024-2025.

Approved

2. Council approval is recommended for the acceptance of a grant from MRC-STRONG sub award Budget Period 2 for the amount of \$64,559.04. **Approved**

Councilmember McCandless moved for approval of this item, seconded by Councilmember Perkins.

Councilmember McCandless asked for clarification of what MRC stood for, which is Medical Reserve Corp. This grant helps to fund training and overhead expenses for this entity.

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

NAYS (0): None

ABSENT (0):

Item passes 7-0

3. Council action is requested to authorize the City Manager to enter into a design contract with, and issue a purchase order to, Burns & McDonnell, in the amount of \$282,095, authorizing future minor change orders not to exceed \$28,210, for engineering design services as part of the Fairmount Loop Project (No. 112501).

Approved

4. Council action is requested to expend \$360,539.00 with Turn-Key Mobile for Panasonic Mobile Data Terminals (MDT's) for the Police Department. **Approved**

5. Council action is requested to approve the issuance of purchase orders to Motorola Solutions totaling \$241,916.10 for the purchase of thirty (30) mobile radios and fifteen (15) handheld radios for the Police Department. **Approved**

6. Council action is requested to authorize the City Manager to approve a construction contract as part of the Square Streetscape Project (No. 111902). **Approved**

Councilmember Perkins moved for approval of this item, seconded by Councilmember McCandless

This is the first phase the Square streetscape. Next step is communication with the city and the impacted businesses. This will address the four streets immediately around the courthouse on the square. The goal is to do this with as little interruption to business in this area as possible. Construction activity should start in January.

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

NAYS (0): None

ABSENT (0):

Item passes 7-0

7. Council action is requested to approve the IBEW-IPL Collective Bargaining Agreement. **Approved**

RESOLUTIONS

1. 24-791 A resolution adopting the 2025 State Legislative Agenda. **Res. No. 7069**
2. 24-792 A resolution approving a Short-Term Rental for 915 S Brookside Ave, in Independence, Jackson County, Missouri. **Res. No. 7070**

Councilmember Perkins moved to approve this item, seconded by Councilmember Fears.

The Planning Commission had a split vote on this item. The applicant asked that it be brought before the City Council. Councilmember Perkins stated he is in favor of this as there have not been any letters of objection nor any protest petitions. This property has met all of the recommended repairs.

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

NAYS (0): None

ABSENT (0):

Item passes 7-0

3. 24-793 A resolution appointing Shelby McClain and Carlos Cabrera to the Independence FIFA World Cup Advisory Committee **Res. No. 7071**

REGULAR AGENDA

FIRST READING(S)

1. 24-107 1R An Ordinance amending Ordinance No. 19544 by updating certain legal descriptions where design changes became necessary & finding, determining, and declaring the necessity of acquiring construction easement for the Leslie to Crane at Hereford Project (Project No. 132201); authorizing the negotiation and eminent domain proceedings if necessary; approving the plans and specifications for the project; authorizing the use of experts as needed; authorizing and directing the execution of documents and the payments of funds to property owners brothers holding property rights, in conjunction with the project. **1R Read**
2. 24-108 1R An Ordinance authorizing the City Manager to execute a certain grant agreement with the Missouri Highways and Transportation Commission for the 23rd Street Sidewalk Phase 2 Project (Project No. 112111-2 / Federal Project No. TAP-3379(445). **1R Read**
3. 24-109 1R An ordinance Approving a Final Plat for Jackson Drive Industrial Park, in Independence, Jackson County, Missouri. **1R Read**
4. 24-110 1R An ordinance amending Independence City Code Section 5.01.023 "License Denial, Suspension or Revocation". **1R Read**

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COUNCILMEMBER COMMENTS

Councilmember Fears stated that some of the Councilmembers attended the Kansas City area Development Council Annual banquet. Lots of good things happening in the KC area in economic development. Some of the Councilmembers attended the Independence School District Legacy breakfast this morning. A young lady named Layla sang at the event and did an excellent job.

Councilmember Vaught said that Layla sometimes does karaoke at the bowling alley on the square.

Councilmember McCandless asked the City Manager to get the opioid settlement item off the

ground so the Council can work on making recommendations for the funds.

Councilmember Perkins said also was at the Legacy Breakfast this morning and agreed that Layla did a great job. He also asked City Manager, Zach Walker to discuss the status of the Rental Ready Program as there has been inaccurate stories in the media concerning this program. Mr. Walker reminded the Council of the contract that was awarded to an outside individual to assist with this program until open staff positions could be filled. That contract ran out in June, 2024. We are now fully staff in that division and have been able to automate the process. The last business license report was sent out a few weeks for the month of October and through October 2024, the total number of landlord licenses has increased by about 20% in that time period. That includes a new increase of new applications of 30% and renewals of 16%. People are getting fully licensed and are compliant right now. We are still looking a ways to strengthen this program.

Mayor Rowland stated that on November 9th, the ROTC program at William Chrisman, Truman and Van Horn put together a Veterans Day Parade on the square. It was bigger than last year. They did a fantastic job. Clara Turney turned 101 years old. Samoan community meeting at 6 p.m. today. The Mayor's Prayer Breakfast will be on December 3rd. He also gave kudos to the Genealogy Center for doing the genealogy of his family.

City Manager, Zach Walker talked about the improvement of the Neighborhood Code Compliance Program and the positive changes they are having in that program.

ADJOURNMENT



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



ATTEST:



City Clerk

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

Council action is requested to increase expenditures by \$105,000 with Ozark Kenworth for heavy equipment fleet repairs for the Central Garage for the Municipal Services Department. The total amount of expenditures will increase to \$200,000.00.

Recommendations:

Council approval to increase expenditures to Ozark Kenworth.

Background:

The Central Garage utilizes Ozark Kenworth for various heavy equipment fleet repairs and warranty issues. The funds spent vary depending upon the number and type of heavy equipment repairs required. Ozark Kenworth performed several large engine repairs this fiscal year, increasing the total spending to above \$100,000. Large repairs to fire apparatus have been required, including one full engine replacement in August that totaled \$40,000.

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

Emergency Justification:**Fiscal Impact:**

The fiscal impact to the City is up to \$200,000 including the \$95,000 original purchase order and this requested increase of \$105,000. Fleet funding is included in the fiscal year 2024-2025 proposed budget book, page 174, under operating expense accounts 5121-5210 – Central Garage for outsourced parts and labor repairs; 5121-5312 – Central Garage direct repair order parts and 5121-5314 – Central Garage for inventory items.

Council Action:

**Department /
Contact**

Municipal Services /

REVIEWERS

Lisa Reynolds
Susanne Holland

ATTACHMENTS:

1. MHC Returned Request for Qualifications 2024-25 Document #1
2. MHC Returned Request for Qualifications 2024-25 Document #2



Procurement Division
111 E Maple, PO Box 1019
Independence, MO 64051-0519

REQUEST FOR QUALIFICATIONS #24033
Heavy Truck & Automotive Repair Services
ATTENTION RESPONDENT – COMPLETE AND RETURN WITH RESPONSE

Responding Firm MHC Kenworth Phone Number 816-841-2006
(Please print or type)

Address 1528 N. Corrington City Kansas City State MO Zip 64126

Name of Authorized Agent Ted Mazurkiewicz Email ~~Ted.MH~~ Ted.Mazurkiewicz@mhc.com

The City of Independence Procurement Division is the only authorized source for RFQ forms. Respondents using RFQ forms not obtained from the City of Independence Procurement Division risk not receiving any necessary addenda, eliminating their response from consideration.

REQUEST FOR QUALIFICATIONS – RFQ #24033
Heavy Truck & Automotive Repair Services

SCOPE OF SERVICES:

The City of Independence, MO is seeking responses from qualified automotive and truck repair shops to provide repair services for city owned vehicles and heavy trucks. Vehicles can range from fire apparatus trucks, passenger cars, pick-up trucks to larger trucks, i.e. dump trucks.

Respondents need to fill in the spreadsheet of what types of fire apparatus', transmission, light duty automotive, heavy duty automotive, engines that the shop is qualified to work on. Also provide days and hours of operation. If any of those factors change, those changes should be reported immediately to the City.

The City prefers issuing annual blanket purchase orders between departments and the repair shop contractor. The second alternative is to use a procurement card (credit card) for payment. Indicate in your response your ability to accept either method for transacting the service. The City will only be able to use a credit card for payment if the card can be used without charging a processing fee.

RENEWAL OPTIONS:

The City seeks one (1) year agreements with the possibility of additional one-year renewal periods on an ongoing basis, provide the City and the vendor are in mutual agreement.

EVALUATION PROCESS:

- City staff will review each response for compliance with the requirements of this RFQ. Contractors may be contacted for additional information. The city will evaluate firms based on:
- 1) Ability to perform work per Central Garage Qualifications Spreadsheet. This is referenced in Scope of Services section of RFQ.
 - 2) Have in place City Business License (Independence businesses).
 - 3) Have in place Certificate of Insurance naming the City as an additionally insured party; and
 - 4) Agree to City Terms and Conditions for Pre-Qualification or Negotiated Terms and Conditions. If the contractor has terms and conditions different than the City's, those terms and conditions need to be submitted at time of responding to this RFQ for the initial and each subsequent year. Submitting terms and conditions contrary to the City does not mean they will be automatically accepted.

TERMS AND CONDITIONS FOR PRE-QUALIFICATION:

A. COMPENSATION

No compensation shall be paid for prequalification.

B. STANDARD OF CARE

Prequalified respondent (herein known as contractor) shall exercise the same degree of care, skill, and diligence in the performance of the services as is ordinarily possessed and exercised by a peer professional under similar circumstances.

C. LIABILITY AND INDEMNIFICATION

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

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

D. DELAY IN PERFORMANCE

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

E. TERMINATION

City may terminate or suspend prequalification that results from this solicitation, for City's convenience upon written notice to successful contractor. Contractor shall terminate or suspend performance of the services on a schedule acceptable to City. If termination or suspension is for City's convenience.

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

F. WAIVER

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

G. SEVERABILITY

The invalidity, illegality, or unenforceability of any provision of the agreement or the occurrence of any event that renders any portion or provision of the agreement void shall in no way affect the validity or enforceability of any other portion or provision of the agreement. Any void provision shall be deemed severed from the agreement, and the balance of the agreement shall

be construed and enforced as if this agreement did not contain the particular portion or provision held to be void. The parties further agree to amend the agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent the entire agreement from being void if a provision, which is of the essence of this agreement, be determined void.

H. SUCCESSORS AND ASSIGNS

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

I. ASSIGNMENT

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

J. THIRD PARTY RIGHTS

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

K. INDEPENDENT CONTRACTOR

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

L. EQUAL EMPLOYMENT OPPORTUNITY

During the performance of a agreement or purchase order resulting from this solicitation, the contractor agrees as follows:

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

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

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

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

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

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

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

M. GOVERNING LAW

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

N. COMMUNICATIONS

Communication with the firm shall be made in writing to the authorized representative named on the first page of this document. Communication with the City shall be made in writing to City of Independence Procurement Manager, 111 E. Maple, Independence, MO 64050. Nothing

contained in this section shall be construed to restrict the transmission of routine communications between representatives of contractor and City.

O. MISSOURI SUNSHINE LAW

The respondent acknowledges and agrees that the City is bound by the Missouri Open Records Law (Sunshine Law) and cannot protect information for the sole reason that it is marked "confidential" or "proprietary". All information submitted in response to this RFQ. Requests must be submitted in writing to the Procurement Manager, City of Independence.

P. INSURANCE REQUIREMENTS

The firm shall procure and maintain insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the materials, equipment or supplies provided to the CITY. The insurer(s) must be licensed for business in the State of Missouri and maintain an A.M. Best rating of no less than A: VII; or an insurer approved by the City. Each policy requires a minimum cancellation notification of at least thirty (30) days' advance written notice to the City.

(1) General Liability Insurance, with bodily injury and property damage limits of \$500,000 for each occurrence with a \$1,000,000 general aggregate and \$1,000,000 products and completed operations aggregate.

(2) Professional Liability or Errors and Omissions Insurance, with a limit of \$500,000 annual aggregate.

(3) Automobile Liability Insurance.

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

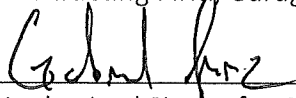
Q. COMPLIANCE WITH LAWS, PERMITS, LICENSES, AND TAXES

- 1) The contractor shall conform to and comply with all applicable laws, bylaws, regulations, and ordinances with regard to all and every action and operation, and shall require conformity and compliance of all subcontractors and employees in such a manner as to save the City harmless. The contractor shall secure and be financially responsible for all permits, licenses, approvals, acceptances, etc., relative to the conduct of all work and shall give all notices necessary to the due and lawful prosecution of the work. Fees for required City permits for work within the construction limits will not be waived.
- 2) The City is exempt from sales tax. This includes purchases by contractors for City projects. The City will provide a certificate to contractors for their use in obtaining the sales tax exemption. Contractors are to prepare their bids for City projects without including sales tax. It is the responsibility of the contractor to request a tax-exempt certificate and a project tax exemption certificate before the project begins. Missouri state law prohibits the issuance of project exemption certificates after the project is completed.

By submitting signature to this Request for Qualifications document, contractor agrees to abide by the terms and conditions of the City of Independence.



Contracting Firm/Garage/Repair Shop



Authorized Signer for Contracting Firm/Garage/Repair Shop

Service manager

Title of Authorized Signer for Contracting Firm/Garage/Repair Shop

8-1-2024

Date Authorized by Signer for Contracting Firm/Garage/Repair Shop

CITY OF INDEPENDENCE, MO CENTRAL GARAGE RFQ - HEAVY TRUCK & AUTOMOTIVE REPAIR QUALIFICATIONS

This RFQ is to prequalify shop locations that can make outsourced repairs as needed for city vehicles. Identify in the following sections all qualifications your shop can meet.

Identify the following automotive or heavy truck manufacturers that your shop is qualified to work on:

AUTOMOTIVE/LIGHT DUTY	X if qualified
Chevrolet	X
Dodge	X
Ford	X
GMC	X

MEDIUM/HEAVY DUTY	X if qualified
Chevrolet	X
Dodge	X
Ford	X
Freightliner	X
Mack	
Navistar International	X
Peterbilt	X
Western Star	

Identify the following heavy engines you are qualified to work on:

ENGINE MFG	X if qualified
Cummins	X
Daimler	
Detroit	X
Duramax	X
Navistar International DT/MaxxForce	X
Mack	

Power Stroke	X
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Identify the following transmissions you are qualified to work on:

TRANSMISSION	X if qualified
Allison	X
Ford	
General Motors	
Dodge	
Muncie	X
Tremec	
Saginaw	
Borg Warner	X

Identify the following fire apparatus you are qualified to work on:

FIRE APPARATUS	X if qualified
Pierce	X
Spartan	X
Sutphen	X
Toyne	X

Identify the following Fleet Technician information:

Number of Fleet Techs	8
Number of ASE Master Certified Techs	4
Number of EVT Certified Techs	2

Identify hours of Operation	AM to PM
Hours of Operation	7:30 - 4:00PM
After Hours Emergency Services Offered	Yes

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

Council action to issue a purchase order to Burns & McDonnell in the amount of \$327,300.00, for the Blue Valley Stack Demolition Project - Phase 1 for the Power & Light Department.

Recommendations:

Council to approve the issuance of a purchase order for the Blue Valley Stack Demolition Project – Phase 1 engineering services.

Background:

The Blue Valley Power Plant consists of two 25MW units and one 50MW unit. All units are no longer in use. The 50MW unit (Unit 3) utilized a 250' stack. The 1965 Unit 3 stack at the Blue Valley plant consists of a reinforced concrete shell and an independent self-supporting brick liner. The stack has past the projected end of life and is showing deterioration. The staff is pursuing demolition to prevent an unplanned failure and eliminate safety concerns.

To remove this safety concern, a collaborative effort between IPL Administration, Engineering, Production, Procurement and the Management Analyst resulted in the best approach of using the Engineering, Procurement, and Construction (EPC) process for this project. This project will consist of at least two phases. Phase 1 will include a regulated materials assessment, scoping to determine if other structures should be demolished, specification development, Phase 2 demolition cost estimates, demolition subcontractor pre-qualification, bid solicitation process administration, and bid evaluation.

In an effort to obtain an EPC services proposal, several City-approved engineering firms were researched as to their ability to perform the required work. This resulted in only one firm, Burns & McDonnell, having the required skill set, knowledgeable staff, and experience. The Burns & McDonnell demolition team has successfully participated in over 70 power plant and/or stack demolitions over the past 15 years, with most notably, the successful demolition of Evergy Sibley Power Plant and Montrose Station in the last 5 years. This sole source and EPC process has been reviewed by the City Management Analyst who supports this process.

Emergency Justification:**Fiscal Impact:**

The fiscal impact to the City is \$327,300.00. Funding for the Blue Valley Stack Demolition was included in the fiscal year 2024-2025 proposed budget, page number 271, project account number 0217021-5406-202504-C, Blue Valley Chimney Demolition, IPL Fund 021.

Council Action:

Department / Contact	Power and Light /
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REVIEWERS

Khristina Irvine
Joseph Hegendeffer
Meagan Borth
Jeremy Cover
Zachary Walker
Susanne Holland

ATTACHMENTS:

1. Blue Valley Stack Progressive EPC Proposal
2. BV Stack Demoliton EPC Phase 1 area map
3. B&M SIGNED Burns McDonnell Contract - Professional Services BV Stack Demo Proposal
10.14.24
4. Blue Valley Stack Demolition sole source

October 14, 2024

Mr. Mitch Krysa
Power Engineering Manager
Independence Power & Light
17221 E. 23rd Street S.
Independence, MO 64057

**RE.: Progressive EPC Chimney Demolition
Blue Valley Power Plant
Independence, MO**

Mr. Krysa:

We appreciate the opportunity to submit this proposal as an initial step in the progressive EPC delivery method to Independence Power & Light (IPL) for the abatement/demolition of the chimney at the Blue Valley Power Plant located at 21500 E. Truman Rd., Independence, Missouri, MO. Burns & McDonnell Engineering Company, Inc. (Burns & McDonnell) has a proven history of success with this approach across a variety of projects and clients and is well-suited for your Blue Valley Chimney Abatement & Demolition (Project) located in Independence, Missouri. Burns & McDonnell's approach and scope for this Project are presented below.

GENERAL

The progressive EPC process begins with a design services phase (Phase 1) where Burns & McDonnell develops the scope documents so that we can obtain major abatement and demolition subcontract costs. These costs will then be used to develop a proposal for the Burns & McDonnell to hire the subcontractor and implement the scope of work (Phase 2) for the Project. This approach offers several advantages, including:

- ▶ The Phase 1 preliminary design phase allows for greater flexibility as the Project's final scope is developed.
- ▶ The submission, review, and approval of Burns & McDonnell's proposal for Phase 2 provides IPL with the opportunity to verify approach and overall pricing.
- ▶ Allows IPL's personnel to focus on the overall Project, details related to new construction, and dive into the details only as needed.
- ▶ Burns & McDonnell EPC team includes demolition professionals who know the national and local subcontractor market to provide the best fit for the Project to save time and cost.
- ▶ The progressive EPC delivery method fosters a greater team collaboration approach as both IPL, Burns & McDonnell, and key subcontractors are incentivized to work together to find the best solution to any issues that may arise during the Project.



TASK 1 - SCOPE OF WORK DEVELOPMENT (PHASE 1)

1.1 KICKOFF MEETING

The first step is for the Burns & McDonnell's project team to meet with IPL's project team to facilitate a kickoff meeting. Items to be discussed during the meeting include:

- ▶ Roles and responsibilities
- ▶ Project communications and contact list
- ▶ IPL's expectations for a successful project
- ▶ Details regarding the end state for the site following project completion
- ▶ Expected decommissioning and abatement activities
- ▶ Obtain plant reference documents and drawings. Burns & McDonnell will furnish a list of requested documents and drawings to IPL prior to the workshop (see Section 1.2)
- ▶ Discuss anticipated project execution strategy and schedule
- ▶ Progress and onsite meeting frequency.
- ▶ Obtain copies of plant permits and any operational limits that will impact abatement & demolition.

The project kickoff will be conducted virtually and include the Project Director, Project Manager, and a Staff Engineer who will be supporting the project.

1.2 DATA REQUEST

Prior to the scope development meeting, Burns & McDonnell will request and review as-built and/or construction drawings for the plant. The following drawings/information will be requested in electronic format (pdf) from IPL for use in developing the deliverables for the subsequent tasks:

- ▶ Construction or as-built drawings for chimney and surrounding structures
- ▶ Plan and section view of all relevant structures
- ▶ Slab and foundation details
- ▶ Materials of construction (other than non-ferrous materials)
- ▶ Equipment manuals for specific equipment or processes
- ▶ Overall site general arrangement
- ▶ Piping and underground utility plans
- ▶ Conveyor systems
- ▶ Building structural
- ▶ Building architectural
- ▶ Historic regulated materials assessments/surveys performed



1.3 SCOPE WORKSHOP

The purpose of the scoping workshop will be to identify buildings and other features of the plant that need to remain operational post-unit retirement and what features can be decommissioned, removed, and/or closed. The workshop will be used to identify regulatory, engineering, construction market, or other factors that will affect the decommissioning sequence and schedule for the decommissioning.

Our approach to the workshop is to determine the scope required by reviewing a scope checklist. This checklist will be provided prior to the workshop so that IPL can begin to determine what the final scope requirements will be. It can also be used to distribute to other internal stakeholders that may be required to assist in the determination of the scope. This checklist will then be used to guide the discussion during the workshop and to finalize the scope required to develop the bid documents.

The scope development checklist includes over 100 items to provide further project details to facilitate the scope discussion, including:

- ▶ Details regarding the end state for the site at project completion.
- ▶ Anticipated project schedule.
- ▶ Utility isolation or relocation requirements if any.
- ▶ Identify any equipment, structures or systems that will need to remain, and either be removed or protected during decommissioning/demolition.
- ▶ Residual materials remaining in equipment or piping including types and volumes.
- ▶ Requirements for closure or reclamation included in existing permits.
- ▶ Expected decommissioning and abatement activities for the site
- ▶ Identify requirements for decommissioning safety
- ▶ Develop project scope of work in collaboration with IPL
- ▶ Determine requirements for a decoupling/isolation/de-energization plan, including:
 - Identification of components and systems that can be isolated without impacting the operation of other units or buildings to remain at the site
 - Identification of components and systems that need to remain in operation to meet permit, safety, or security requirements (including, but not limited to chimney lighting, site security, fire protection, environmental monitoring, etc.)
 - Development of temporary utilities to support demolition activities (e.g., electrical power, dust control water, etc.)
 - Isolation strategy for utilities to bring them to a non-energized or “air gap” state
 - Identify requirements for a stormwater management plan, if required
 - Identify equipment and material salvage options for later work phases

Information on environmental issues that will need to be addressed as part of the chimney demolition will also be requested and reviewed as part of this scope development task. This may include the following:

- ▶ Environmental reports (spills, compliance plans, remedial action plans, underground tanks, etc.)
- ▶ Information on former and current (if any) PCB concentrations in retrofilled transformers and other equipment
- ▶ Permits
- ▶ Asbestos and other regulated materials information for the facility.

1.3.1 Site Inspection

Burns & McDonnell staff will visit the site after the kickoff meeting and scope workshop to gather additional detailed information that will be included in the planning documents and work with onsite staff to identify details for the scope. This will include discussing the expected site conditions at the time the subcontractor will mobilize to the site (e.g., will IPL be removing oils, chemicals, fuels, de-energizing equipment, etc. before the subcontractor arrives). We will also be gathering additional information about site access, plant photos used in developing contract drawings, and other pertinent information about the plant that is needed to complete the decommissioning plan.

We anticipate that this site inspection will begin with a guided tour by plant staff and continue for up to another two (2) days to gather pertinent information. For this scope review and site visit, Burns & McDonnell has included pricing for up to two (2) staff to investigate plant systems, review plant drawings, collaborate with on-site plant personnel, and define scope for the demolition activities.

1.4 REGULATED MATERIALS ASSESSMENT

Our assessment team will conduct a thorough inspection of the structures to be abated/demolished to document the current condition, and estimated quantities of regulated materials present at the plant requiring abatement. A combination of the previous studies as well as any new information collected will be used to prepare a comprehensive study that will include the quantification of all regulated materials (including asbestos) that will need to be removed prior to the demolition activities. Information on the nature, extent, estimated quantities and location of asbestos and other regulated materials will be important to reduce the potential for large change orders during the implementation of the abatement phase of the project.

We have included both the chimney as well as the precipitator and coal conveyor that will be included as an alternate. Information that is important for these assessments include: a complete characterization of all identified regulated materials (for potential waste removal); list of materials sampled, locations where samples were taken, noting equipment and/or buildings, building elements, elevations, etc. in order to match precisely the sample result to the location the sample was collected in the facility; type of equipment and survey method utilized by the subcontractor;



laboratory analytical results; and estimated quantities of each regulated material, including an estimate of the length/ area/ volume/ pipe diameter, etc., as needed based on the type of material and associated regulations for abatement/removal/disposal/etc. of that material.

A typical Regulated Materials Assessment includes a thorough visual inspection of the structures to be included in the abatement/demolition. Although not all these materials may be present in the structures included in the scope of work, our team will conduct a visual survey to verify that these items are not present. As appropriate, samples of potentially asbestos containing materials, paints and liquids present will be collected to determine the type and concentration of any constituents that will affect the approach to handling/disposal. The list of typical materials that are inventoried are as follows:

- ▶ Asbestos containing materials (ACM's)
- ▶ PCBs (oil, ballasts, concrete, caulk, paint)
- ▶ Hydraulic fluids, lubricating oils, etc.
- ▶ Halon or other fire protection chemicals
- ▶ Universal wastes (light bulbs)
- ▶ Chemicals (maintenance, water treatment, etc.)
- ▶ Mercury and other fluorescent, halogen, sodium-vapor, and high-intensity discharge lights, gauges, and pressure meters; thermostats and thermometers
- ▶ Lead-based paint
- ▶ Ozone-depleting substances (ODSs) in heating, cooling, and refrigeration equipment
- ▶ Polychlorinated biphenyl (PCB) or PCB-replacement chemical containing electrical components (starters, capacitors, light ballasts)
- ▶ PCB-containing building materials and associated PCB-contaminated surfaces (paint, caulk, Galbestos siding if present)

It is understood from a previous asbestos survey that the interior surface of the concrete chimney shell contains asbestos mastic. Unfortunately, the survey did not provide information on the exact location or estimated quantity of the asbestos on the chimney. We are proposing to collect additional samples to confirm the results and obtain the required information to provide to potential subcontractors. In addition, our team will review the chimney, ductwork, precipitator, coal conveyor and other associated structures that may be included in the bid for ACM and other regulated materials. Our team will review all available documentation that is provided by IPL before we conduct our RMA. We anticipate that it will require up to 1-2 days to complete the onsite sampling and inventory work.

1.4.1 Asbestos Sampling

The asbestos inspection and sampling will be conducted to satisfy the United States Environmental Protection Agency (US EPA) National Emission Standard for Hazardous Air Pollutants Act (NESHAP)



as amended November 20, 1990. The USEPA NESHAP final rule requires the identification and removal of all regulated ACM in a building prior to decommissioning/removal.

Our team will coordinate with IPL to gain access to both the interior and exterior of the chimney to collect additional samples. Sample locations will include both near the top/bottom and other areas identified to be suspected to contain asbestos. Sample collection will be conducted in accordance with the AHERA standards by a State Licensed Asbestos Inspector for all suspected or Presumed Asbestos Containing Materials (PACM). Semi-destructive testing techniques will be used during the inspection process. This can include chipping or drilling various layers of coatings or materials to verify and sample individual layers of suspect ACM.

During the inspection, suspect materials will be located, sampled, quantified and the friability of the material determined. Friable materials are those materials that hand pressure can crumble, pulverize, or reduce to powder when dry. An estimated quantity of identified ACM is provided for positive materials only. The materials are quantified in linear or square feet, depending on the nature of the material. If the measurement is in linear feet, the nominal diameter of the piping will be included in the description for the sample.

Sample locations will be left such that there is no friable PACM exposure to others, which may include tape, caulk, or other temporary measures that may limit exposure. Suspected building materials that are inaccessible for inspection and sampling will be presumed to be ACM for the report. These suspect materials may be in operational equipment, behind rigid walls and ceilings, below rubber roof membranes or otherwise concealed areas of the structures. PACM that cannot be sampled will be photographed where possible and noted in field notes. Materials currently marked as “non-asbestos” will be sampled and analyzed to confirm that they do not contain asbestos.

1.4.2 Sample Analysis

PACM samples collected at the site will be shipped to an accredited National Voluntary Laboratory Accreditation Program (NVLAP) laboratory for testing. Each sample will be analyzed for asbestos using Polarized Light Microscopy (PLM). The laboratory will provide test results to Burns & McDonnell for inclusion in the final report. We have assumed that a total of 50 samples will be collected for analysis.

1.4.3 Lead-Based Paint Survey

A lead-based paint survey was conducted at the facility focused on painted surfaces related to the items included in the abatement/demolition scope. The survey will include collecting paint chips for analysis from various painted surfaces. The samples will be sent to an accredited NVLAP laboratory for analysis. We have assumed a total of 5 samples will be collected for analysis. In addition, we will collect at least 2 samples of the painted chimney for Toxic Characteristic Leaching Procedure (TCLP) to determine if the materials are considered hazardous waste.



1.4.4 Other Regulated Materials Inventory

In addition to the sampling efforts described above, an inventory of other universal and other wastes will be conducted during the onsite activities. This effort will consist primarily of identifying the number / volume and location of these materials throughout the plant. Photos of each typical regulated material and location will be taken and included in the final report along with a summary table with the type, quantity, and location of these other regulated materials.

1.4.5 PCB Sampling

Building Materials

Samples of various building materials (if present) will be collected throughout each structure for PCB analysis. Materials to be sampled may include:

- ▶ Caulk
- ▶ Paint
- ▶ Expansion joint sealant
- ▶ Suspect galbestos siding

Representative samples of these materials will be collected from the structures for analysis. This information will be used to identify to the potential subcontractors the requirements for the proper handling and disposal of these materials during decommissioning/removal.

In addition to the lead-based paint survey, representative paint samples will be collected to evaluate distinct types of painted components to identify on a broad scale the impact of PCB paint as it relates to the disposal of PCB paint contaminated debris and potential worker exposure issues. A paint chip sample will be collected to represent an assortment of colors observed within the building. Generally, wall surfaces, structural steel components, painted steel railings, and painted process equipment and piping will be tested. We have included up to 10 samples for collection and analysis.

1.4.6 Painted Concrete Surfaces

Painted concrete surfaces will be sampled for PCBs in the paint. PCB paints have the potential to leach into the concrete and therefore must be tested to determine if modified handling is required. These samples will be held and only analyzed should the paint from the surface show concentrations above 50 parts per million (ppm). If the paint does not have PCBs above 50 ppm, then no special handling will be required following demolition.

Discrete samples will be comprised of drill cuttings collected by drilling into the concrete. Each sample location will be a composite from several closely spaced shallow drill holes. An equal amount from each drill hole will be added to the composite jar, to acquire a target sample mass of 30 to 40 grams. The drill bit will not exceed 1-inch in diameter and drill holes will not exceed 0.5-inch in depth. The minimum volume/weight of each composite sample to be analyzed will be governed by



the laboratory requirements. The volume of the composite sample will not exceed one, four-ounce jar (composite sample needs to be in only one container).

Drill bits will be decontaminated with Alconox and distilled water, rinsed with distilled water and dried prior to use at a different discrete location. All other items (spoons, gloves, equipment, etc.) that may come in contact with the sample will be either decontaminated using a similar approach or disposed of and replaced with new materials between each location. We have assumed a total of 5 samples will be collected for analysis.

1.4.7 Analytical Methods

Samples of concrete and building materials will be submitted, under chain-of-custody protocols, to a laboratory certified in the state of Missouri. Samples will be analyzed using one of the approved extraction and analytical methods listed in 40 CFR Part 761, as amended on August 29, 2023.

1.4.8 Regulated Materials Assessment Report

A final report will be generated that identifies the type, location and quantity of regulated materials that must be removed from the site as part of the decommissioning project. This report will be used to provide the necessary information to provide to prospective subcontractors during the bid process. The RMA report for the site will summarize the visual inspection / inventory as well as any sampling results (asbestos, lead based paints, PCBs, universal wastes, etc.). The report will include the following:



- ▶ Type of equipment and survey method utilized by the subcontractor including a complete characterization of all identified regulated materials (for potential waste removal)
- ▶ Date, location, name of inspector(s) that conducted the survey along with any required credentials (e.g., licensed state asbestos inspector)
- ▶ List of materials sampled, locations where samples were taken noting equipment and / or buildings, building elements, etc., and estimated quantities of each regulated material
- ▶ All like materials will be grouped in the results table with a separate line for each sample. If one or more of the samples was classified as ACM, then all three will be bolded and colored to indicate ACM.
- ▶ Estimates of the volume of each material sampled (linear feet, square feet) will be included in the table reporting all the material sampled at the Site. If linear feet are used as the unit of measure, an estimate of the diameter size of the piping will be included in the description.

- ▶ Table noting locations per elevation, equipment type, building, vessel, etc. to precisely match the sample (result) location with the actual field location.
- ▶ All analytical results from the laboratory.

Copies of previous asbestos surveys or other pertinent information will also be included in this report so that all the available information is in one (1) document that will be shared with the potential subcontractors during the bid process.

1.5 CHIMNEY ABATEMENT APPROACH DEVELOPMENT

It is our understanding that the interior surface of the concrete chimney shell contains asbestos mastic. Further information obtained during the RMA will be used to fully understand the current location and conditions of the chimney requiring abatement. In general, abatement is required prior to any demolition activities; however, access for abatement may be difficult. Burns & McDonnell will evaluate various options for abatement and/or demolition to outline acceptable approaches that can be used by the potential subcontractors. We anticipate conducting a phone call with Missouri Department of Natural Resources (MDNR) to discuss various approaches to determine if they will be acceptable and if there are requirements that would need to be communicated to the subcontractors. This information will be presented to IPL and incorporated in the bid documents.

1.6 PROGRESS MEETINGS

Burns & McDonnell will organize and participate in periodic progress meeting with IPL via Teams to review project progress and discuss any issues that arise requiring decisions from IPL. We anticipate based on the expected pace of the project that bi-weekly calls will be sufficient. Should more frequent calls be required, we will modify this schedule.

TASK 2 - BID DOCUMENT DEVELOPMENT

During the Design Development portion of this phase; Burns & McDonnell will determine permitting requirements, assist in public engagement as needed, identify data gaps in the hazard materials assessment or other IPL provided documentation. Upon approval, Burns & McDonnell will obtain any additional field data determined necessary to support procurement and demolition activities.

One of the main objectives of this phase is to develop project drawings and specifications to support permitting, procurement, and abatement/demolition activities. Preliminary drawings will be developed, which will be used to solicit downstream materials and demolition costs and will be used as a basis of the EPC lump sum proposal. These activities represent a critical path to the timely completion of the Project.

2.1 BID SPECIFICATIONS

Burns & McDonnell uses the Construction Specification Institute (CSI) format for development of specifications in the demolition bid package. The demolition bid package specifications will be



divided into distinct sections to make review easier. This format has been used successfully on many other demolition projects we have completed and is standard industry format for presenting project expectations. The CSI format allows for good organization of the requirements for the subcontractor and is easily used for providing expected performance requirements and to eliminate or resolve disputes that may arise during the project. The specifications will include, at a minimum, the following information:

- ▶ Instruction to Bidders (includes bid requirements, bid form including schedule of values, date for mandatory onsite pre-bid meeting, bid due date)
- ▶ Minimum subcontractor qualifications
- ▶ Information on regulated materials present (asbestos, PCBs, universal waste, and lead paint)
- ▶ Demolition debris and waste management requirements
- ▶ Request for subcontractor project approach including:
 - Detailed preliminary sequencing & execution plan, along with a schedule for the planned demolition. This is our approach to confirming that the bidder understands the contract requirements for the project and has a solid approach to the work.
 - Identification of key project staff along with resumes describing their relevant experience
 - List of sub-subcontractors including information on their safety records (past 3 years needed to meet minimum requirement for subcontractor), experience and licensing. If sub-subcontractors are not provided, the bidders will be required to provide sub-subcontractors that meet the minimum safety and experience requirements before they can be approved.
- ▶ Acceptable work hours
- ▶ Use of prevailing wage
- ▶ IPL safety and security requirements to conduct the project
- ▶ Schedule constraints, if any
- ▶ Air monitoring requirements for asbestos abatement
- ▶ Handling of scrap
- ▶ Submittal matrix
- ▶ Permitting requirements of the subcontractor
- ▶ Reporting and communication requirements
- ▶ Mobilization and demobilization requirements
- ▶ Operational obligations for dust control, erosion control, and noise abatement
- ▶ Final site restoration requirements

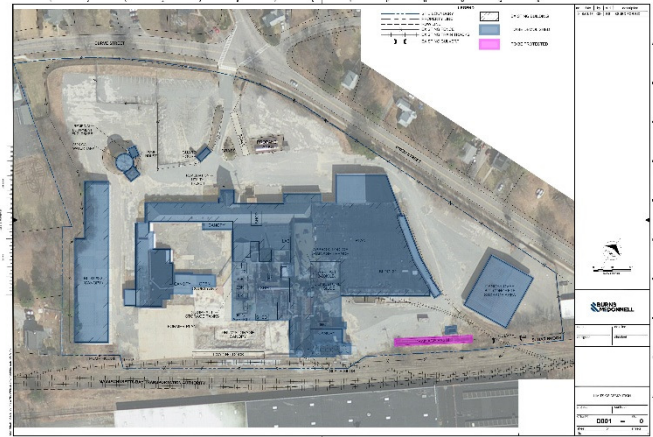


We have assumed that a draft of the bid documents will be provided to IPL in pdf format. Burns & McDonnell has included the cost to conduct a teleconference to go over the bid documents with IPL after their review. Comments from IPL and the teleconference will be used to produce the final bid documents that will be used to submit to potential bidders.

2.2 CONTRACT DRAWINGS

In our experience, we have learned that pictures are truly worth 1,000 words. If a scope of work can be illustrated on a drawing, Burns & McDonnell will develop contract drawings by marking up existing as-built drawings or site photos to illustrate the scope of work. Information to be included on the contract drawings includes:

- ▶ Identification of structures to be demolished
- ▶ Structures or utilities to be protected
- ▶ Temporary utility hookup locations (if any)
- ▶ Underground structures / utilities to be abandoned or removed
- ▶ Locations of acceptable laydown and scrap processing areas
- ▶ Acceptable traffic routes at the facility
- ▶ Alternate demolition options (if any)



As appropriate, notes or references to the bid specifications will be included in the drawings to clearly identify the requirements for the Project.

2.3 REFERENCE DRAWINGS

All drawings that are made available to Burns & McDonnell will be reviewed for inclusion in the abatement/demolition bid documents as reference drawings. Some drawings may be used to develop the contract drawings, but many of the drawings will be included for use by the potential subcontractors as reference information. It is our approach that we want to provide as much information regarding the construction and layout for the site. These drawings are typically used by the subcontractor to plan for dismantlement activities, understand the site setting, accessibility to areas of the site, and information on types of construction materials.

Burns & McDonnell will work with IPL to identify the required reference drawings necessary for the completion of the bid documents as well as the utility study work. We will require that the drawings be provided in electronic format (preferably pdf).

2.4 SUBMITTAL REQUIREMENTS AND ORGANIZATION

Another key component of the abatement/demolition bid package is a submittal matrix. Some sections in the specifications require submittals as part of the project implementation. This matrix provides a summary of these submittals with the section reference and frequency. Again, the approach here is to provide summaries of the project requirements so that it is easier for the potential subcontractor to confirm they have included all the requirements in their bid. Furthermore, this matrix is useful when overseeing the work as a checklist to make certain that the subcontractor is complying with the contract requirements.

2.5 DEMOLITION WASTE MANAGEMENT

Burns & McDonnell will define requirements for management of demolition debris and waste generated as part of the demolition. This information will be used in the demolition bid package to provide directions to the subcontractor for waste handling and disposal. Burns & McDonnell will identify IPL-approved off-site waste disposal facilities that the subcontractor will be required to use as part of a waste management plan.

2.6 FINAL BID DOCUMENT DEVELOPMENT

Burns and McDonnell will develop abatement and demolition bid specifications and drawings to address the identified scope of work associated with the demolition of the chimney. Our team anticipates that one (1) additional site visit will be necessary after the initial kickoff meeting and site visits to obtain additional details and information necessary to complete the bid documents.

A draft submittal will be provided to IPL for review prior to issuing a final set to be used for the bid process. The final submittal of the bid documents will include a full set of contract drawings, specifications, reference drawings and associated exhibits (regulated materials assessment, materials of construction information, etc.). Burns & McDonnell anticipates meeting with IPL either in person or through a teleconference to go over the bid documents to obtain final comments and changes required to complete the bid package. At this point these final comments and changes will be incorporated into the specification and the final bid documents will be provided to potential bidders on behalf of IPL.

2.7 PROJECT IMPLEMENTATION SCHEDULE

A preliminary project schedule will be prepared for the Project based on input from vendors and subcontractors and will outline the path from Notice to Proceed (NTP) to final completion of the Project. A detailed construction schedule will be prepared following the award of abatement/demolition subcontract and prior to the start of onsite activities. In addition, we will include a list of activities in the schedule that will need to be accomplished by IPL prior to mobilization to the site to initiate the work.



2.8 ESTIMATE OF PROBABLE COST

Burns & McDonnell has decommissioning and demolition estimating specialists on staff with previous contractor experience that allow us to develop real world cost estimates that closely resemble the actual costs that IPL will incur at the time of decommissioning of the plant. The as-built drawings, IPL's knowledge of the environmental issues, and scope identified previously will be used to develop the cost estimate.

The cost estimate will be Association for the Advancement of Cost Engineering (AACE) Class 4 planning level estimate that will be presented in a report that outlines the study methodologies, assumed demolition approach, general assumptions, and site-specific assumptions.

2.8.1 Plant Evaluation and Site Visit

The estimating team from Burns & McDonnell will conduct a site visit to review the scope of work included in this project, perform thorough site take-offs of equipment and each structure at the site, and discuss pertinent issues with the plant staff.

At a minimum, the following drawings / information will be obtained from IPL for use in developing the abatement/demolition cost estimate:

- ▶ Chimney construction drawings (plan and section) including foundation details
- ▶ Precipitator general arrangement, plan, and section view drawings along with foundation details
- ▶ Coal conveyor general arrangement, plan, and section view drawings along with foundation details

2.8.2 Cost Estimate Development

Burns & McDonnell will conduct an evaluation of the site and all associated equipment to estimate the decommissioning and demolition costs for the plant. The estimate will be inclusive of the expected costs necessary to properly implement the activities for the scope identified during the project kickoff. The decommissioning and demolition costs will be provided in 2025 dollars.

To determine the demolition costs, Burns & McDonnell will compile a list of the abatement/demolition tasks required for the project including equipment and material quantities. Current market pricing for labor rates and unit pricing will then be identified for each task, and these rates are applied to the quantities for the plant to determine the total cost of decommissioning and demolition.

Scrap Credit

Due to the nature of their construction, power plants provide an opportunity to yield large revenues from scrap metals. The primary asset recovery option is through the scrap sales of the following ferrous and non-ferrous commodities (if present) at the site including, but not limited to:



- ▶ Plate and structural steel
- ▶ No. 1 heavy melt
- ▶ Sheet iron
- ▶ Copper (Bare & Insulated)
- ▶ Stainless steel
- ▶ Brass
- ▶ Specialty Non-Ferrous metals

The value of these commodities varies by location and the weekly / monthly fluctuations in the scrap market. Typically, a demolition contractor will provide a firm, fixed, lump sum scrap credit to the site owner with their bid for the demolition project. The demolition contractor then takes all the risk and reward associated with their estimate of scrap quantities and the fluctuating scrap market.

Burns & McDonnell will estimate the scrap quantities and values associated with the structures and equipment. The unit price estimates (based on contacting local scrap dealers) will be discounted to include steel preparation and transportation costs. These unit costs (in present dollars, based on the date of the proposal) will then be used to determine the expected scrap recycling credit that will be available from the plant.

2.8.3 Cost Estimate Report

Burns & McDonnell will summarize the results of the cost estimate in a report to IPL. The report will outline the cost estimating methodologies, a definition of the scope and approach, assumed implementation methodologies, general assumptions, and site-specific assumptions for the scope identified during the project scope workshop.

A draft cost estimate report will be provided to IPL for review. If necessary, Burns & McDonnell will arrange a teleconference to review the cost estimate report. After IPL completes their review of the cost estimate, we will incorporate the comments and issue the final cost estimate report in electronic format (pdf).

TASK 3 – BID SOLICITATION & PHASE 2 COST ESTIMATE DEVELOPMENT

Burns & McDonnell will manage the bid solicitation process for the development of the cost for Phase 2 project implementation. Burns & McDonnell lead this effort with support from IPL during the site walkdown and review of the execution plan.

3.1 SUBCONTRACTOR PRE-QUALIFICATION

Contractor pre-qualification is an important step in the process of awarding a demolition contract. Burns & McDonnell will conduct this process prior to soliciting bids from any contractors. It is important to verify that each potential bidder is technically qualified, has an acceptable safety record, and has experience with safely and effectively demolishing facilities of similar size and scope. Burns & McDonnell has an extensive list of 40 national and local demolition subcontractors, 20 national and local abatement subcontractors. We will identify a list of potential contractors to



conduct a pre-qualification solicitation to develop a short list of companies to include in the bid solicitation. If IPL would like to include other contractors for evaluation not on our proposed list, we will include them in this solicitation and evaluate in a similar manner. Information that will be request from the potential contractors includes the following information:

- ▶ Safety and legal statistics for the last three (3) years including any incidents, claims, violations, lawsuits, etc. for the subcontractor and all sub-subcontractors including: ability to meet the IPL safety requirements; Experience Modification Rate (EMR); Total Recordable Incident Rate (TRIR); Days Away, Restricted or Transferred (DART); and, OSHA Citation history and OSHA 300 logs to back-up the safety statistics reported
- ▶ Bonding capacity of the demolition subcontractor (total, per project, and available)
- ▶ Financial information for the past three (3) years (revenue)
- ▶ Insurance coverage
- ▶ Past performance and experience with the type of work for this project
- ▶ Existing backlog of projects (including dollar amounts for each ongoing or future project as well as schedule for these projects). It is important to evaluate the ability for the subcontractor to assign experienced staff to the project to complete the project safely, efficiently, and within the schedule.
- ▶ Identification of key project staff along with resumes describing their relevant experience for similar projects

Once this information is received, an evaluation of the information will be conducted using a weighted scoring system to determine if the potential bidders are qualified and capable of doing the work prior to being allowed to provide a bid. This evaluation will be provided to IPL for discussion prior to implementing the bid solicitation process.

3.2 BID SOLICITATION PROCESS ADMINISTRATION

Burns & McDonnell will administer the bid solicitation process for the EPC Project based on the scope of work developed in Task 2. We will be responsible for determining the downstream work breakdown structure for abatement/demolition activities, compiling a list with a minimum of five (5) pre-qualified bidders, solicit and evaluate proposals, review execution plans, and potentially interview bidders. Burns & McDonnell will provide IPL with bidders' execution plans to review, comment, and discuss in detail with Burns & McDonnell.

3.2.1 Pre-Bid Site Walk

We will conduct a pre-bid site walkdown with potential subcontractors. Our costs assume that we will prepare an agenda and review with all potential bidders the scope of work and project constraints. Following the review of the scope and administrative issues we will lead a guided tour of each site for the bidders pointing out key areas/items included in the scope of work. We have assumed that IPL will participate in the site walk and assist us in providing additional information to the bidders.



Questions raised by bidders will be recorded so that they can be included in writing in an addendum to be sent to all bidders. Our costs assume that we will have two (2) people at the site for two (2) days (includes travel) for the pre-bid meeting.

3.2.2 Addendums & RFP Clarifications

After the pre-bid conference and site walk down, Burns & McDonnell will address questions that arise from the potential bidders. If necessary, Burns & McDonnell will prepare Addenda and/or modify the bid package to facilitate the bid process. It is imperative that this clarifying information be provided to all bidders so that they all have the same information. Our fee estimate assumes that only minimal revisions to the contract drawings or specifications will need to be completed for the addenda. We have also included the costs for a reasonable number of clarifications to be presented in an addenda (up to 3 addenda).

3.2.3 Bid Evaluation

Burns & McDonnell will conduct a technical bid evaluation following the receipt of bids from prospective bidders. A technical bid evaluation spreadsheet will be developed to numerically rank each aspect of each bidder's proposal based on criteria collaboratively established between Burns & McDonnell and IPL. The Technical Evaluation will be conducted to confirm that each bidder clearly understands the project scope and requirements. Items to be evaluated in the Technical Evaluation include:

- ▶ Safety, insurance, and legal record of subcontractors not identified in the pre-qualification process
- ▶ Subcontractor license compliance (if applicable)
- ▶ Experience of both proposed subcontractor and sub-subcontractor project staff
- ▶ Overall project approach (execution plan and scrap salvage plan)
- ▶ Proposed project schedule

If necessary, we may contact the bidders to obtain additional information regarding their bid and/or exclusion/clarifications. When the information is obtained from the bidders, the technical evaluation spreadsheet will be updated, and the bidders will be ranked based on the identified evaluation criteria. The results of this technical evaluation will be shared with IPL.

3.3 PRESENTATION OF PHASE 2 COSTS

Burns & McDonnell will utilize the subcontractor bids to develop an overall Project cost proposal for Phase 2. It is assumed that our existing professional services agreement will be used where appropriate and terms/conditions for the EPC approach will be included in the proposal that will supersede or supplement the existing agreement. The proposal will include summary of the scope of work that was included in the bid documents along with a cost with the following breakdown:



- ▶ Scope of Work Document including expected staffing plan for project (e.g., site superintendent, site safety representative, AHERA certified supervisor during abatement, etc.)
- ▶ Subcontracting Procurement Plan
- ▶ Level 2 Schedule (High-Level Demolition Schedule)
- ▶ Presentation of Base Project cost
- ▶ Burns & McDonnell Management and Fee
- ▶ Asset Sales and Scrap Credit
- ▶ Risk Register with recommended IPL-controlled Project Contingency
- ▶ Preparation of a Post-Abatement Report including permits, worker asbestos certifications, all air sampling records including personal, area and clearance sampling, containment negative pressure verification if applicable, field sketches and logbook, any deviations from the remediation plan, and waste disposal records, etc.
- ▶ Post-Demolition completion report

The cost estimate developed by Burns & McDonnell and presented to IPL for Phase 2 will be a lump sum based on the scope developed as part of Phase 1.

PRELIMINARY PHASE 1 PROJECT SCHEDULE

A preliminary Phase 1 project schedule has been included in **Attachment A**. We will work with IPL to expedite the Project to meet permitting and other requirements.

ASSUMPTIONS AND CLARIFICATIONS

Provided below are the assumptions, exclusions, and clarifications for the Phase 1 services:

1. The proposal pricing is valid for 90 days from the date on the proposal.
2. Project deliverables will be provided in electronic format (e.g., PDF). One (1) draft copy of each deliverable will be provided to IPL for review and comment. The draft will be revised based on one (1) round of IPL comments and one (1) final copy of each deliverable will be provided to IPL.
3. IPL will provide Burns & McDonnell with all applicable reports, proposals, contracts, permits and figures for the facility necessary to understand and manage the scope of work. It is assumed that these documents will be delivered to Burns & McDonnell in electronic format. Drawings, topographic information, will be provided in native AutoCAD format or pdf format (preferred) and we can rely on them for completion of our work.
4. IPL will give prompt written notice to Burns & McDonnell whenever IPL observes or otherwise becomes aware of any development that affects the scope or timing of Burns & McDonnell's services.



5. IPL will provide adequate and safe access for the site visits and sampling events.
6. No sampling of materials, asbestos, PCBs, hazardous materials, regulated materials, soil, groundwater, or surface water other than those included in this proposal.
7. Burns & McDonnell assumes knowledgeable personnel will be made available to provide construction as-built drawings and materials of construction documents, identify equipment and systems, and answer Burns & McDonnell questions.
8. It is assumed that drawings are accurate and represent current plant condition. No as-building, separate surveying, or mapping of the underground utilities are included in the costs.
9. No costs have been included to complete a regulated materials assessment or to complete data gaps in IPL provided survey. We understand that IPL will provide the regulated materials assessment for use in soliciting bids.
10. No costs have been included for the development of a Stormwater Pollution Prevention Plan (SWPPP).
11. No costs for detailed engineering design for utility / service isolation and/or reroutes have been included. We have assumed that IPL will be responsible for completing all the utility / service isolation or rerouting work prior to mobilization.

COMMERCIAL

Burns & McDonnell proposes to execute this work described above in accordance with the Contract for Professional Services currently being negotiated between Burns & McDonnell and the City of Independence.

Burns & McDonnell proposes to complete the Phase 1 Scope of Work identified in this proposal for a lump sum of \$327,300.

Task No.	Task Description	Labor Hours	TOTAL
1	Scope of Work Development	288	\$ 90,400
2	Bid Document Development	500	\$ 139,800
3	Bid Solicitation & Phase 2 Cost Estimate Development	328	\$ 97,100
TOTAL		1,116	\$ 327,300

Cost for the Phase 2 implementation will be prepared and submitted at the conclusion of Phase 1 and therefore no costs have been included in this proposal.

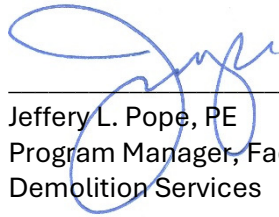
Burns & McDonnell proposes to invoice according to the following milestone payment schedule:



Payment Milestone No.	Milestone Description	Payment Milestone Percentage	Payment Amount (\$)
1	Receipt of Purchase Order	10%	\$ 32,730
2	Final RMA Report	30%	\$ 98,190
3	Bid Documents Completion	40%	\$ 130,920
4	Bid Administration Completion	10%	\$ 32,730
5	Submittal of Phase 2 Cost Estimate	10%	\$ 32,730

If you have any questions concerning this proposal, please contact me at (630) 724-3328.

Very Respectfully,



Jeffery L. Pope, PE
Program Manager, Facility Decommissioning &
Demolition Services



Steve Sheridan
Project Manager, Facility Decommissioning
& Demolition Services

Attachments

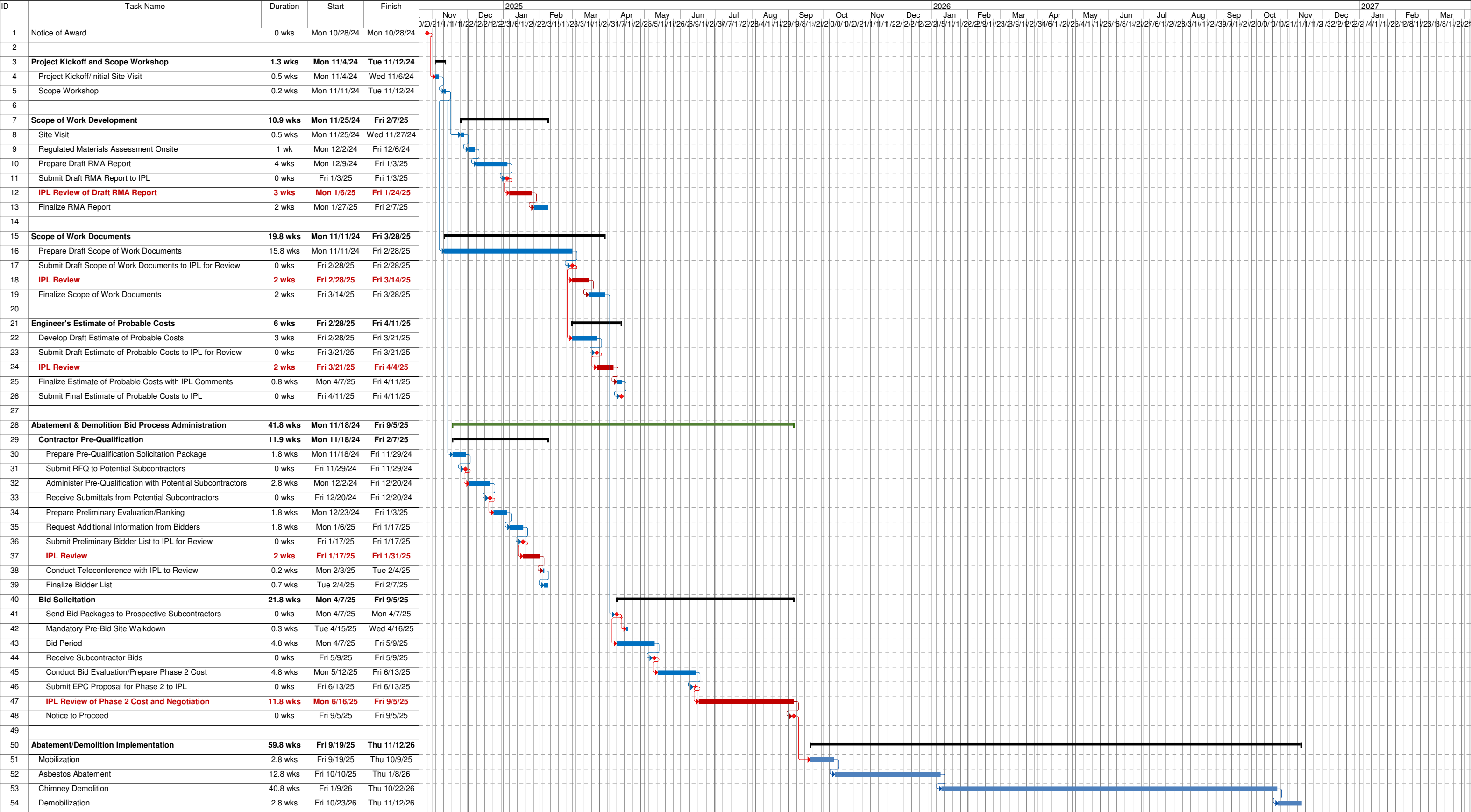
A – Preliminary Project Schedule



ATTACHMENT A

PRELIMINARY PROJECT SCHEDULE

Preliminary Project Schedule
Blue Valley Chimney Abatement/Demolition Schedule



Project: Sibley - Retirement Options

Date: Fri 10/11/24

Task

Split

Milestone

Summary

Project Summary

External Tasks

External Milestone

Inactive Task

Inactive Milestone

Inactive Summary

Manual Task

Duration-only

Manual Summary Rollup

Manual Summary

Start-only

Finish-only

Deadline

Baseline

Baseline Milestone

Baseline Summary

Progress

Manual Progress

Preliminary Project Schedule_241011a - Fri 10/11/24

Page 1

Blue Valley Stack Demolition project – EPC Phase 1 Area Map

Blue Valley Power Plant



**CONTRACT FOR
PROFESSIONAL SERVICES**

This contract, made by and between the City of Independence, Missouri (hereinafter called City) and, Burns & McDonnell Engineering Company Inc., a Missouri, a Corporation (hereinafter called Consultant).

WITNESSETH:

WHEREAS, City requires consulting services for the demolition of Blue Valley Power Plant stack services and,

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

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

ARTICLE 1 – EFFECTIVE DATE

The effective date of this contract shall be December 13, 2024.

ARTICLE 2 – SERVICES TO BE PERFORMED BY CONSULTANT

Consultant shall perform the services set forth in the documents attached hereto and made a part of this contract, which include one or more of these documents: Request for Proposals, scope of work, statement of work, consultant's proposal, and pricing. See attached Consultants Proposal dated October 14, 2024).

ARTICLE 3 – PERIOD OF SERVICE

The services shall be completed by November 30, 2025.

ARTICLE 4 – COMPENSATION

For services performed, the City shall pay the consultant, an amount not to exceed \$327,300.00.

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

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

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

ARTICLE 5 – PERMITS AND LICENSES

The Consultant shall procure all necessary local construction permits and licenses and a City of Independence occupation license, unless exempt under state law. Consultant will abide by all applicable laws, regulations, and ordinances of all federal, state, and local governments in which work under this

contract is performed, and will require the same of all sub-consultants. The consultant must furnish and maintain certification of authority to conduct business in the State of Missouri.

ARTICLE 6 – OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY

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

ARTICLE 7 – CHANGES, DELETIONS, OR ADDITIONS TO CONTRACT

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

ARTICLE 8 – STANDARD OF CARE

Consultant shall exercise the same degree of care, skill, and diligence in the performance of the services as is ordinarily possessed and exercised by a peer professional under similar circumstances. If Consultant fails to meet the foregoing standard of care, Consultant will re-perform the services which are necessary to correct failures of this standard of care, at its own cost, and without reimbursement from City. Failures to meet this standard of care shall be reported to the Consultant in writing within one (1) year from the performance of the Services. This obligation to re-perform the services is Consultant's sole obligation and City's sole and exclusive remedy with respect to defects in the quality of the services.

ARTICLE 9 – LIABILITY AND INDEMNIFICATION

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

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

Except in cases of gross negligence or willful misconduct and except to the extent such damages are otherwise covered by the insurance requirements set forth herein, in no event will either party be liable under this agreement to the other party or its affiliates for any special, indirect, consequential, including, without limitation, damages or losses in the nature of increase project costs, loss of revenue or profit, lost production, claims by customers of city, or governmental fines or penalties.

To the fullest extent permissible by law, the total liability, in the aggregate, of Consultant, its officers, directors, shareholders, employees, agents, affiliates, subcontractors and subconsultants, and any of them, to City and anyone claiming by, through or under City, for any and all claims, losses, liabilities, costs or damages whatsoever arising out of, resulting from or in any way related to the services or this Agreement, including, but not limited to, tort claims, claims of negligence (of any degree), professional errors or omissions, breach of contract, breach of warranty, indemnity claims and strict liability of

Consultant, its officers, directors, shareholders, employees, agents, subcontractors and subconsultants, and any of them, or otherwise shall not exceed the total compensation actually received by Consultant for the price of the work order which references this Agreement under which the subject services are being performed.

ARTICLE 10 – INSURANCE

Architect, Engineering, and Survey Services

The Consultant shall procure and maintain insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the materials, equipment or supplies provided to the City. The insurer(s) must be licensed for business in the State of Missouri and maintain an A.M. Best rating of no less than A: VII; or an insurer approved by the City. Each policy requires a minimum cancellation notification of at least thirty (30) days' advance written notice to the City.

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

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

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

The City is to be named as an additional insured as the City's interest may appear for the General Liability. The Consultant's insurance shall be primary and any insurance or self-insurance maintained by the City shall be excess for the City and not contribute with the coverage maintained by the Consultant.

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

ARTICLE 11 – SHIPPING, TITLE AND RISK OF LOSS

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

ARTICLE 12 – DELAY IN PERFORMANCE

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

ARTICLE 13 – TERMINATION

City may terminate or suspend performance of this contract for City's convenience upon written notice to consultant. Consultant shall terminate or suspend performance of the services on a schedule

acceptable to City. If termination or suspension is for City's convenience, City shall pay consultant for all the services performed until the date of the termination by the City or suspension expenses. If contract is restarted, an equitable adjustment shall be made to Consultant's compensation.

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

ARTICLE 14 – WAIVER

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

ARTICLE 15 – SEVERABILITY

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

ARTICLE 16 – SUCCESSORS AND ASSIGNS

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

ARTICLE 17 – ASSIGNMENT

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

ARTICLE 18 – THIRD PARTY RIGHTS

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

ARTICLE 19 – INDEPENDENT CONSULTANTS

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

ARTICLE 20 – AUDIT

Consultant agrees that the City, or a duly authorized representative, shall, until the expiration of three (3) years after final payment under this contract have access to and the right to examine and copy any pertinent books, documents, papers, records, or electronic records of the Consultant involving transactions related to this contract.

ARTICLE 21 – OWNER’S ENGINEER

Consultant is directed to rely upon information provided by or through City, without independent verification. When Consultant services require Consultant to view or observe work product prepared by the City or others working on behalf of City, the parties agree that such observation is solely for the purpose of understanding the information and work product. The review is not intended to be exhaustive and the observation was not invasive; nor is the limited review to validate, confirm, or assure another engineer’s calculations, design or efficacy, nor done as a QA/QC process, and thus should not be considered as recommendations to change design or as necessary to be implemented. Rather the limited review is solely to provide the City opinions and/or considerations that the City may or may not want to consider. No action or implementation regarding any opinion, recommendation, or observation expressed should be implemented without the involvement of the design engineer. Nothing provided herein or in any report or deliverable to City shall be interpreted by any party as Consultant taking responsibility for the design, and/or being the engineer of record or responsible charge; any comments etc., are strictly for City consideration, and may only be properly considered and incorporated into the design by the engineer of record. Consequently, the parties agree that Consultant has no duty to discover defects, deficiencies or problems that may exist in any work product that is observed.

ARTICLE 22 – EQUAL EMPLOYMENT OPPORTUNITY

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

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

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

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

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

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

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

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

ARTICLE 23 – GOVERNING LAW

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

ARTICLE 24 – COMMUNICATIONS

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

Mitch Krysa, P.E.
Power Engineering Manager
Independence Power & Light
17221 E 23rd Street South
Independence, MO 64051
mkrysa@indfepmo.org
816-325-7468

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

ARTICLE 25 – SEPARATE CONTRACTS

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

ARTICLE 26 – ENTIRE CONTRACT

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

ARTICLE 27 – SURVIVAL OF TERMS

The following provisions shall survive the expiration or termination of this contract for any reason: if any payment obligations exist, Article 4 – Compensation; Article 5 – Permits and Licenses; Article 9 – Liability and Indemnification; Article 14 – Waiver; Article 15 – Severability; Article 17 – Assignment; Article 19 – Independent Consultants; Article 23 – Governing Law; Article 26 – Entire Contract; and this Article 27 – Survival of Terms.

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

City

By: _____

Title: _____

Date: _____

Consultant

By: _____

Title: Department Manager

Date: 11/6/2024

PROCUREMENT SOURCE JUSTIFICATION

For Sole Source or Emergency Purchases Above \$10,000

A sole source is defined as: Only one vendor that possesses the unique and singularly available capability to meet the requirement of the procurement An emergency purchase is defined as: A purchase necessary to alleviate a situation in which there is a threat to health, welfare, or safety, and/or where time does not allow time for normal procurement procedures. All purchases shall follow the City of Independence Procurement Policy.	
I REQUEST THAT THE REFERENCED PURCHASE BE DECLARED A SOLE SOURCE OR EMERGENCY PURCHASE.	
Proposed supplier name and address: Burns & McDonnell - 9400 Ward Parkway, Kansas City, MO 64114	Munis Vendor ID # Or attach Supplier's W-9 Form
Purchase Requisition #:	Estimated cost: \$ 327,300.00
If this is a sole source purchase, check all that apply: ☐ Licensed or patented – supplier has a license or patent that makes them the Limited provider. ☐ One-of-a-kind – there are no competitive alternatives available on the market. ☐ Limited Distributor – Supplier is the Limited distributor for the region or municipality ☐ Compatibility – must match existing brand or equipment for compatibility. ☐ Warranty/Replacement part – for a specific brand or factory authorized warranty services. ☐ Grant – Requirements for specific goods/services established in the grant language. Attach grant for support. ☐ Unique design – must meet physical design or quality standards. ☐ Public Utility Services – Necessary adjustment of utility facilities. ☒ Other – Four vendors were contacted on the approved A/E list, only B&M responded with experience performing demolition work	
If this is an emergency purchase, check all that apply and give a brief description of the situation: ☐ Response to a threat to health, welfare or public safety ☐ Protection of preservation of public property ☐ Major project's timeline does not allow for normal procedures in order to be completed Description – _____ _____ _____	
STATEMENT OF NEED AND CERTIFICATION: My department's recommendation for this expenditure is based upon an objective review of the product/service required and appears to be in the best interest of the City of Independence. I know of no conflict of interest with this request. No gratuities, favors or compromising action have taken place. Neither has my personal familiarity with particular brands, types of equipment, materials or firms been a deciding influence on my request to source this purchase when there are other known suppliers to exist. By submitting this form to Munis, I hereby certify that this justification for procurement is accurate and complete to the best of my knowledge and belief.	
Department Head Authorization	
Name: Joe Hegendeffer	Department: Power & Light
Signature:	Title: Director of Power & Light
City Manager Authorization (Emergency Purchases Only)	
Signature:	Date:

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

Council action is requested to award change order #1 to Purchase Order 25000242 to Fletcher-Reinhardt in the amount of \$75,000.00 to cover additional costs for Steel and Aluminum poles for the Power & Light Department. The new amount of the purchase order will be \$225,000.00.

Recommendations:

Staff recommends approval of change order.

Background:

The Power and Light department requests to add \$75,000.00 to the existing Fletcher-Reinhardt purchase order (PO) 25000242 on approved contract 500000523 for the purchase of Stock Group 2 Steel and Group 3 Aluminum Poles and Arms. This is needed due to the consistent price increases on materials needed to ensure the stock for our day-to-day operations.

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

Emergency Justification:**Fiscal Impact:**

The fiscal impact to the city, with this change order totals \$225,000.00. The original PO amount was \$150,000. Funding for the Steel and Aluminum Poles and Arms is included in the Fiscal Year 2025 proposed budget, page 269, account number 0206122.5314, Warehouse & Stores Operating Expenses -Inventory, IPL fund 020.

Council Action:

Department / Contact	Power and Light /
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REVIEWERS

Khristina Irvine
Joseph Hegendeffner
Meagan Borth
Zachary Walker

Susanne Holland

ATTACHMENTS:

None

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

Council action is requested to issue a purchase order to the Wilson Group in the amount of \$226,457.00, for Rock Creek Wastewater Treatment Plant Facility Renovations for the Municipal Services Department.

Recommendations:

Council approval to issue a purchase order.

Background:

This project will update several areas of the Rock Creek Treatment plant, including the restrooms, basement locker rooms, and some office space on the main level. Ceiling grid and tiles, tile flooring, and lighting will be removed and replaced. The worn tile floor will be replaced with epoxy flooring. A majority of the ceiling tiles are no longer in place. The new tiling to be installed is specific to the needs of this plant, so odors and moisture will not be absorbed. These improvements will provide these areas with many additional years of useful life. These renovations will bring these sections of the facility to modern, ADA-compliant standards. The infrastructure being replaced is original to the building which was constructed in the mid-late 1970s.

The Procurement Division of the Finance Department issued Request for Proposal (RFP) #24054 on the e-procurement website Public Purchase. There were 421 firms that were notified with 34 firms downloading the RFP. The Wilson Group was the only firm who responded. After staff evaluation, it was determined their proposal met the needs of the city. The Wilson Group has a successful history of construction and remodeling projects for the city.

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 \$226,457.00. Funding for the Rock Creek Wastewater Treatment Plant Facility Renovation project is included in the fiscal year 2024-2025 proposed budget, page 178, account number (0317031-5406) Other Improvements, Capital Improvement Project Facilities Improvement Fund.

Council Action:

REVIEWERS

Lisa Reynolds
Meagan Borth
Jeremy Cover
Zachary Walker
Susanne Holland

ATTACHMENTS:

1. The Wilson Group Response to Rock Creek Treatment Plant Renovation PH II
2. Wilson Group Rock Creek Treatment Plant Phase II Final Updated Proposal



Procurement Division
111 E Maple, PO Box 1019
Independence, MO 64051-0519

**REQUEST FOR PROPOSAL #24054
ROCK CREEK TREATMENT PLANT RENOVATION PHASE II**

ATTENTION PROPOSER – COMPLETE AND RETURN WITH PROPOSAL

Proposing Firm The Wilson Group, Inc. Phone Number 816-537-0212
(Please print or type)

Address 13510 Oak Street City Kansas City State MO Zip 64145

Name of Authorized Agent Jordan Wilson Email jordan@thewilsongroupinc.com

The only authorized source for Request for Proposal (RFP) forms, addenda, and information regarding this RFP is www.publicpurchase.com. Using RFP forms, addenda, and information not obtained from www.publicpurchase.com creates the risk of not receiving necessary information about the RFP that may eliminate your proposal from consideration.

Submit questions regarding this RFP online at www.publicpurchase.com by deadline in the RFP schedule.

Proposals shall be submitted online via www.publicpurchase.com by the date and time indicated. Paper, fax, or email responses will NOT be accepted and will not be returned to sender. Proposals are sealed in a virtual lockbox that can only be opened after the Request for Proposal (RFP) closing date and time, to maintain confidentiality of the proposal. All proposals are subject to the terms and conditions herein.

Submission of a proposal shall be deemed a firm offer and is not revocable within 120 days after response deadline.



Letter of Intent

October 29, 2024

City of Independence, Missouri
Procurement Division
111 E Maple, PO Box 1019
Independence, MO 64051-0519

Procurement Division,

The Wilson Group, Inc. is very interested in the Rock Creek Wastewater Treatment Plant Project, request for proposal no. 24054. The Wilson Group, Inc. is uniquely qualified and capable of making this a successful project for the City of Independence, Missouri.

The Wilson Group, Inc. is a Kanas City, MO based general contractor that performs work on a nationwide level with annual sales of \$25-\$30 million per year. Our current staff of 65 employees include 18 management/accounting positions and 47 skilled craftsmen. Although we self-perform the majority of our work, we have strong subcontractor relationships that we can engage to supplement our crews.

Please see the attached Experience package, showing our latest projects within our 24+ years' of experience. Included in our experience package is vendor and client references, certificate of insurance, bonding capability, and our experience rating. We take pride in our accomplishments and would appreciate providing you with our workmanship and expertise.

Respectfully,

The Wilson Group, Inc.



Pricing And Proposed Contact

Details:

- **Labor: \$63,680.00**
- **Materials: \$18,335.00**
- **Grand Total: \$212,761.00**

Timeline:

- **Total**
 - **Start = Nov. 11th, 2024.**
 - **NTE End Date = Feb. 28th, 2025.**
- **Reception Lobby Area Corridor 102 Flooring and walls**
 - **Start = Nov. 11th, 2024.**
 - **6 weeks w/o delays**
 - **Foot traffic is considered as delays.**

Please contact with any questions. Thank you for the opportunity to bid the project.

TOC-IDIQ Project Manager & Mechanical Manger



PERSONNEL INFORMATION

NAME: **Richard “Dick” Alery**

JOB TITLE: Project Manager

YEARS OF EXPERIENCE WITH THIS FIRM:

YEARS OF EXPERIENCE W/OTHER FIRMS:

MOBILE: (816) 853-4285

d.alery@thewilsongroupinc.com

15 YEARS

7 Years

Class: DM –Prometric Master Mechanical License



EDUCATIONS AND PROFESSIONAL REGISTRATION:

AREA OF SPECIALIZATION:

Quality Control and Safety
HVACR / mechanical

ADDITIONAL EDUCATION:

OSHA 30-Hour Safety Certified
Ariel Lift Use & Safety
Lead Safe Renovator Certified
Erosion & Sediment Control Inspector Training



Liebert PCT206C Training
High Efficiency Low Mass Boilers training

EXPERIENCE AND QUALIFICATIONS

THE WILSON GROUP, INC.

6/15/2009 to Present: HVAC Specialist; On-Site Superintendent

- Dick has over 22 years of experience in all scopes of HVACR work.
- He is known for providing detailed, high-quality work in critical settings. His experience includes working with:
Boilers Chillers Roof-top Units Radiant
Liebert Cooling systems for data centers Dehumidification
- Superior organization, team management, scheduling, and coordination with owners & users, and subcontractors, are other skills that Dick Alery brings to each project. With his many years in the mechanical industry, we have established excellent relationships with major manufacturers of mechanical equipment & supplies.



AFFIDAVIT

STATE OF Missouri)
)
 COUNTY OF Cass) SS.

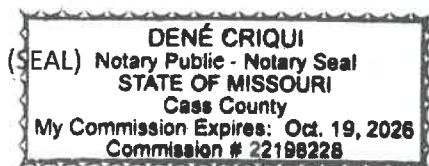
The Wilson Group, Inc. of the City of Kansas City
 _____, County of Jackson, State of Missouri,

being duly sworn on her or his oath, deposes and says:

1. That I am the President (Title of Affiant) of
The Wilson Group, Inc. (Name of Proposer) and
 have been authorized by said proposer to make this affidavit on the proposer's behalf;
2. No Councilmember, City Manager, Director of Finance and Administration, City Procurement Manager, or any City employee is financially interested in what the proposer is offering to sell to the City pursuant to this RFP, nor is the proposer a City employee or board member whose proposal creates a conflict of interest. A conflict of interest would arise if any person named in this section is in a position to affect either the decision to solicit proposals or the selection of the successful proposer;
3. Proposer has not participated in collusion or committed any act in restraint of trade, directly or indirectly, which bears upon anyone's response or lack of response to this RFP; and
4. Proposer is responsible for submitting with his or her proposal a record of any discussion with a Councilmember, City Manager, Director of Finance and Administration, City Procurement Manager, or any other City employee regarding this RFP; and
5. The authorized signer of this document certifies that the organization and each of its principals are not suspended or debarred by the City of Independence, State of Missouri or Federal government.

By: The Wilson Group, Inc. (Name of Proposer)
[Signature] (Signature of Affiant)
President (Title of Affiant)

Subscribed and sworn to before me this 28 day of October, 2024.



Dene Crigui
 NOTARY PUBLIC in and for the County of Cass
 State of Missouri

My commission expires:

CONTRACT FOR SERVICES

This contract, made by and between the City of Independence, Missouri (hereinafter called City) and, The Wilson Group, Inc., a contractor
(individual/partnership/LLC/Corporation/other entity type) (hereinafter called contractor).

WITNESSETH:

WHEREAS, City requires Rock Creek Treatment Plant Renovation Phase II services and,
WHEREAS, Contractor is prepared to provide said services and shall give consultation and advice to City during the performance of said services;
NOW THEREFORE, City and Contractor in consideration of the mutual covenants contained in this contract, agree as follows:

ARTICLE 1 – EFFECTIVE DATE

The effective date of this contract shall be TBD. AS SOON AS Nov. 11th 2024.

ARTICLE 2 – SERVICES TO BE PERFORMED BY CONTRACTOR

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

ARTICLE 3 – PERIOD OF SERVICE

The services shall be completed by Feb. 28th 2025.

ARTICLE 4 – COMPENSATION

For services performed, the City shall pay the Contractor, an amount not to exceed the pricing proposed in the solicitation response, which is incorporated herein by this reference.

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

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

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

ARTICLE 5 – PERMITS AND LICENSES

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

ARTICLE 6 – OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY

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

ARTICLE 7 – CHANGES, DELETIONS, OR ADDITIONS TO CONTRACT

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

ARTICLE 8 – STANDARD OF CARE

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

ARTICLE 9– LIABILITY AND INDEMNIFICATION

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

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

ARTICLE 10 – INSURANCE

General Services

Unless otherwise stated in the specifications, the contractor shall procure and maintain insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the materials, equipment or supplies provided to the City. The insurer(s) must be licensed for business in the State of Missouri and maintain an A.M. Best rating of no less than A: VII; or an insurer approved by the City. Each policy requires a minimum cancellation notification of at least 30 days' advance written notice to the City.

Contractor must demonstrate the following insurance coverage in accordance with the estimated value limits (formal vs. informal). The bid document will specify whether a solicitation is "formal" or "informal".

Purchases less than \$100,000

(1) General Liability Insurance, with a \$500,000 combined single limit.

Purchases \$100,000 and over

- (1) General liability insurance, with bodily injury and property damage limits of \$1,000,000 for each occurrence with a \$2,000,000 general aggregate and \$2,000,000 products and completed operations aggregate.
- (2) Automobile liability Insurance for any owned, hired and non-owned vehicles, with bodily injury limits of \$1,000,000 for each person and \$1,000,000 for each accident, and with property damage limits of \$1,000,000 for each accident; OR \$1,000,000 combined single limits, including bodily injury and property damage.

The above limits are the minimum acceptable and do not infer or place a limit on the liability of the supplier. The City is to be named as an additional insured as the City's interest may appear in regards to the materials, equipment or supplies provided the City. The supplier's insurance shall be primary and any insurance or self-insurance maintained by the City shall be excess for the City and not contribute with the coverage maintained by the supplier.

WORKER'S COMPENSATION

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

ARTICLE 11 – SHIPPING, TITLE AND RISK OF LOSS

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

ARTICLE 12 – DELAY IN PERFORMANCE

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

ARTICLE 13 – TERMINATION

City may terminate or suspend performance of this contract for City's convenience upon written notice to Contractor. Contractor shall terminate or suspend performance of the services on a schedule acceptable to City. If termination or suspension is for City's convenience, City shall pay Contractor for all the services performed till the date of the termination by the City or suspension expenses. If contract is restarted, an equitable adjustment shall be made to Contractor's compensation.

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

ARTICLE 14– WAIVER

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

ARTICLE 15 – SEVERABILITY

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

ARTICLE 16 – SUCCESSORS AND ASSIGNS

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

ARTICLE 17 – ASSIGNMENT

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

ARTICLE 18– THIRD PARTY RIGHTS

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

ARTICLE 19– INDEPENDENT CONTRACTORS

Each party shall perform its activities and duties hereunder only as an independent Contractor.

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

ARTICLE 20– AUDIT

Contractor agrees that the City, or a duly authorized representative, shall, until the expiration of three (3) years after final payment under this contract have access to and the right to examine and copy any pertinent books, documents, papers, records, or electronic records of the Contractor involving transactions related to this contract.

ARTICLE 21 – EQUAL EMPLOYMENT OPPORTUNITY

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

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

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

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

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

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

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

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

vendor as a result of such direction by the City, the Contractor may request the United States to enter into such litigation to protect the interest of the United States.

ARTICLE 22 – ANTI-DISCRIMINATION AGAINST ISRAEL ACT

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

ARTICLE 23 – GOVERNING LAW

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

ARTICLE 24 – COMMUNICATIONS

Any communication required by this contract to the Contractor shall be made in writing to the authorized representative named on the completed front page or response page of the solicitation. Any communication required by this contract with the City shall be sent to: City of Independence, Attn: Procurement Division, 111 E Maple Avenue, Independence, MO 64050 and also by email to purchasing@indepmo.org.

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

ARTICLE 25 – SEPARATE CONTRACTS

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

ARTICLE 26 – ENTIRE CONTRACT

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

ARTICLE 27 – SURVIVAL OF TERMS

The following provisions shall survive the expiration or termination of this contract for any reason: if any payment obligations exist, Article 4 – Compensation; Article 5 – Permits and Licenses; Article 9 – Liability and Indemnification; Article 14 – Waiver; Article 15 – Severability; Article 17 – Assignment; Article 19 – Independent Contractors; Article 22 – Governing Law; Article 26 – Entire Contract; and this Article 27 – Survival of Terms.

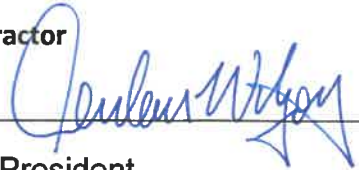
IN WITNESS WHEREOF, City and Contractor, by and through their authorized officers, have made and executed this contract.

City

By _____

Date _____

Contractor

By  _____

Title President

Date 10/28/2024



Experience Package - 2024

Submitted By:

The Wilson Group Inc.

13510 Oak Street

Kansas City, MO 64145

(816) 537-0212





The Wilson Group Inc. has been providing construction services for **24+ years**. The company's principal employees have decades of experience in construction including Commercial, Multi-family, Glazing, IDIQ/TOC and Historical Restoration. Over \$300 million in construction projects have been successfully completed.

Our team of professionals possess the skills and experience to deliver quality construction services. Our approach includes **self-performance** of many work scopes for each project. The use of our own employees provides better quality-control. Our experienced management team is very talented, and always ready for the challenge. This formula delivers proper planning and scheduling, skilled organization, maximized efficiency, successful completions and satisfied clients.

We also utilize an extensive list of performance-proven, quality-driven, vetted subcontractors. The Wilson Group Inc. believes in building strong relationships with vendors and subcontractors. It is not just words; our track record shows not only our growth, but the growth of our partnerships with Vendors & Subcontractors.

The Wilson Group Inc. is a licensed ICC **Class "A" Commercial Contractor**. We are a qualified Small Business, incorporated in 2000, in Missouri, and maintain registrations in other states. Our work has spanned the Mid-West, including Missouri, Kansas; Iowa, Nebraska, Oklahoma, Texas, Indiana, Ohio, Kentucky, and others throughout the USA.

We are Certified Lead Renovation Contractor with the EPA. Our employees have OSHA 10-Hour Safety Training or OSHA 30-Hour Safety Training for supervisors, and specialized trainings like Aerial Lift, Scaffolding, and Fall Protection. We continue to encourage and provide opportunities for additional education and training.

The Wilson Group is an **Equal Employment Opportunity** business, with approved Affirmative Action standards.

Included in this experience package are references from financial institutions, bonding companies, and many trade references.

Also included are letters of reference and appreciation, from satisfied clients, as well as project photos and details of various types of completed projects.

*Additional information may be provided upon request.
Thank you for your interest in working with The Wilson Group Inc.
We look forward to serving your construction needs.*

REFERENCES

PROFESSIONAL

Financial * Trade * Credit



Financial

Security Bank of KC	McKenzie Morrison	816-251-4450
Security Bank of KC	Tom Earley, VP	816-251-4407
Arvest Bank	Brenda Woods	913-953-4153

Vendors

EFCO	Barry Jennings	(515) 298-3868
Manko Windows	John Lill	(785) 776-9643
SSI	Todd Gurs	(816) 561-1617
Ferguson Enterprises	Erica Bier	(913) 752-5660
Fastenal Company	Kurt Wilkerson	(816) 524-0300
T & W Steel	Tom Palmer	(816) 585-2060
Carter Waters	Elaine Charboneau	(816) 471-2570
O'Connor Company	Dick McKinley	(913) 894-8788

credit@efcocorp.com
jlill@mankowindows.com
Todd.Gurss@ssicm.com
erica.bier@ferguson.com
kwilkerson@fastenal.com
tom@twsteel.net
echarboneau@carter-waters.com
dmckinley@oconnorhvac.com

Trade/Subcontractors

Impact Painting, LLC	Chris Phillips	(816) 868-9234
Electric One, Inc.	Dan Blankenship	(816) 437-9312
Bulley & Andres Masonry	Restoration Cade Conner	(312)-882-1063
Max Electric, Inc.	Rita Baslock	(816) 965-7555
Commercial Sales, LLC	Pete Schiavi	(913) 709-7338
Compass Constructors LLC	Allan Arias	(816) 582-6608

impactpaintingkc@gmail.com
elecone@aol.com
cconner@bulley.com
ritab@maxelectric-kc.com
peter.s@doorskc.com
arias@compassconstructors.com

Bonding/Surety

Assured Partners Capitol, Inc.	Luke Sealer	(816)525-3155
	Julie Messbarger	Julie.messbarger@assuredpartners.com

Request for Taxpayer Identification Number and Certification

Go to www.irs.gov/FormW9 for instructions and the latest information.

Give form to the
requester. Do not
send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.	1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.) The Wilson Group, Inc	
	2 Business name/disregarded entity name, if different from above.	
	3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor ☐ C corporation ☒ S corporation ☐ Partnership ☐ Trust/estate ☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. ☐ Other (see instructions)	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____ (Applies to accounts maintained outside the United States.)
	3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions ☐	
	5 Address (number, street, and apt. or suite no.). See instructions. 13510 Oak Street	Requester's name and address (optional)
6 City, state, and ZIP code Kansas City, MO 64145		
7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number								
			-			-		
or								
Employer identification number								
4	3	-	1	8	8	4	7	9

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here

Signature of
U.S. person

Date

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/01/2024

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

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

PRODUCER		CONTACT	
Derian Lama(1477355) 13401 S Mur Len Rd Ste 100 Olathe KS 66062-1213		NAME: Derian Lama PHONE (A/C, NO, EXT): 913-586-0020 FAX (A/C, NO): 913-586-0051 E-MAIL ADDRESS: dlama@farmersagent.com	
INSURED THE WILSON GROUP INC 13510 OAK ST KANSAS CITY MO 64145		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Mid Century Insurance Company Farmers Insurance NAIC# 21887	
		INSURER B: Falls Lake Fire and Casualty Company 15884	
		INSURER C: Travelers Insurance 25856	
		INSURER D: MEMIC 10191	
		INSURER E: Argonaut Insurance 18801	
INSURER F:			

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDTL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	☒ COMMERCIAL GENERAL LIABILITY	x		PC000018001	08/01/2024	08/01/2025	EACH OCCURRENCE \$ 1,000,000	
	☐ CLAIMS-MADE ☒ OCCUR						DAMAGE TO RENTED PREMISES (Ea Occurrence) \$ 100,000	
							MED EXP (Any one person) \$ 10,000	
							PERSONAL & ADV INJURY \$ 1,000,000	
							GENERAL AGGREGATE \$ 2,000,000	
							PRODUCTS - COMP/OP AGG \$ 2,000,000	
	GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PROJECT ☐ LOC OTHER:							
A	AUTOMOBILE LIABILITY	x		607206693	05/30/2024	05/30/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000	
	☒ ANY AUTO							BODILY INJURY (Per person) \$
	OWNED AUTOS ONLY						SCHEDULED AUTOS	BODILY INJURY (Per accident) \$
	HIRED AUTOS ONLY						NON-OWNED AUTOS ONLY	PROPERTY DAMAGE (Per accident) \$
B	☒ UMBRELLA LIAB ☒ EXCESS LIAB	x		PSC000003801	06/01/2024	06/01/2025	EACH OCCURRENCE \$ 5,000,000	
							CLAIMS-MADE	AGGREGATE \$ 5,000,000
	DED ☒ RETENTION \$ 10,000							
E	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	N/A		WC92851829759	06/01/2024	06/01/2025	☒ PER STATUTE ☐ OTHER \$	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						Y/N ☒ N	E.L. EACH ACCIDENT \$ 1,000,000
								E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
								E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Rented & Leased Equipment Installation Floater	x		660 3S557579	08/01/2024	08/01/2025	\$4,000,000	

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
A-1 Rentals Inc is included as Additional Insured in regard to General Liability and Auto Liability when required by written contract.
A-1 Rentals Inc is included as the loss payee in regards to leased/rented equipment.

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



WORKERS COMPENSATION EXPERIENCE RATING

Risk Name: THE WILSON GROUP INC

Risk ID: 911358921

Rating Effective Date: 06/01/2024

Production Date: 02/02/2024

State: INTERSTATE

State	Wt	Exp Excess Losses	Expected Losses	Exp Prim Losses	Act Exc Losses	Ballast	Act Inc Losses	Act Prim Losses
GA	.14	0	0	0	0	52,440	0	0
IN	.17	0	0	0	0	31,970	0	0
IA	.15	4,271	7,119	2,848	0	48,300	0	0
KS	.16	0	0	0	0	37,030	0	0
MO	.14	69,847	106,088	36,221	8,957	57,730	52,301	43,344
NE	.15	0	0	0	0	44,620	0	0
OK	.15	0	0	0	0	43,240	0	0

(A) Wt	(B) Exp Excess Losses (D - E)	(D) Expected Losses	(E) Exp Prim Losses	(F) Act Exc Losses (H - I)	(G) Ballast	(H) Act Inc Losses	(I) Act Prim Losses
.14	74,118	113,187	39,069	8,957	57,137	52,301	43,344

	Primary Losses		Stabilizing Value		Ratable Excess		Totals
Actual	(I)	43,344	$C * (1 - A) + G$ 120,878		$(A) * (F)$ 1,254		(J) 165,476
Expected	(E)	39,069	$C * (1 - A) + G$ 120,878		$(A) * (C)$ 10,377		(K) 170,324
	ARAP		FLARAP	SARAP	MAARAP		Exp Mod
Factors	1.00					(J) / (K)	.97

THE ARAP FACTOR SHOWN IS FOR THOSE STATES CONTAINED ON THIS RATING THAT HAVE APPROVED THE ARAP PROGRAM AND IS CALCULATED BASED ON THE STATE WITH THE HIGHEST APPROVED MAXIMUM ARAP SURCHARGE. THE MAXIMUM ARAP SURCHARGE MAY VARY BY STATE. PLEASE REFER TO EACH STATE'S APPROVED RULES FOR THE APPLICABLE MAXIMUM ARAP SURCHARGE.

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Our staff is equipped, trained, and experienced in using the **PROCORE** project management system.

It allows managers to be on the job-site, even when they are on-the-way.

The system can alert our staff as well as architects or owners who are using Procore. From start to finish, of multiple projects at a time, this TOOL provides organization, schedules, photos, bid details, drawings, and much more.....always within our grasp.

Saving TIME and MONEY which benefits us & therein also our Clients.



The Wilson Group, Inc. takes **SAFETY** very seriously. Our employees are very important to our success. The Wilson Group works hard to maintain a satisfactory Safety Experience Modification Rate (EMR) of **0.97**. Since our beginning in 2000, we have had less than 10 injuries reported on our projects. Thankfully, we have never had a serious injury.

This can be attributed to proper employee training, employee awareness, and an effective and enforced Safety Plan. Our Safety Plan constantly evolves; changing over time to incorporate advanced safety technology, while also keeping the plan as straightforward as possible to ensure that the staff fully-understands the company's expectations and to ensure that they get home safely each evening.

Safety Meetings/Toolbox Talks, are distributed to all employees on a weekly basis. Specialized training is available as needed and is provided and encouraged.

Alscott, Inc.

An AssuredPartners Company
4911 S. Arrowhead Dr. Suite 310
Independence, MO 64055
Phone: 816-525-3155

June 20, 2023

Re: The Wilson Group, Inc.
Kansas City, MO
Bonding Program

Dear Sir or Madam:

Please let this letter serve as notice that The Wilson Group, Inc. is bonded by The Cincinnati Insurance Company, one of the largest and highest rated (A+) surety companies in the United States. Cincinnati also appears on the list of approved sureties with the U.S. Treasury Department.

Based upon our long relationship, and The Wilson Group's top-rated performance, we are pleased to state that The Wilson Group, Inc. does have bonding capacity currently available in the amounts of \$20,000,000 single and \$50,000,000 aggregate. While there are no set limits, The Wilson Group, Inc. has qualified for bids in the past in excess of \$20,000,000. It is understood the issuance of any final or bid bonds is a matter between the contractor and the surety and no liability to third parties is assumed should bonds not be executed for any reason.

Throughout our history with The Wilson Group, Inc. we have witnessed first-hand the contractor's focus on quality of work and owner satisfaction. In our follow up reviews with owners the common theme mentioned is how satisfied they were with the quality of work and the fact that the jobs were brought in on time and according to budget.

We fully recommend The Wilson Group, Inc. for your construction needs.

Should you have any questions, please feel free to call.

Sincerely,



David S. Salavitch
President



The Cincinnati Insurance Company • The Cincinnati Indemnity Company
The Cincinnati Casualty Company • The Cincinnati Specialty Underwriters Insurance Company
The Cincinnati Life Insurance Company

Charles E. LaRose, CPCU, AFSB
Senior Regional Director
Surety Field

September 16, 2022

Re: The Wilson Group, Inc., Kansas City, MO
Surety Bonds

To Whom It May Concern:

It has been the privilege of The Cincinnati Insurance Company to provide contract surety bonds on behalf of The Wilson Group, Inc. since 2017. In our opinion, The Wilson Group, Inc. continues to be properly financed, well equipped and capably managed.

At the present time, The Cincinnati Insurance Company provides \$20,000,000 single project, \$50,000,000 total backlog surety program for The Wilson Group, Inc. We would be more than happy to consider providing for the company's performance and payment bond needs on any project they wish to pursue. As always, we do reserve the right to perform our normal underwriting procedures at the time of any actual performance and payment bond request, to include review of relevant contract documents and bond forms.

The Cincinnati Insurance Company is listed on the U.S. Treasury Department's listing of approved sureties (Department Circular 570) with a limit of \$712,110,000.00. The BEST Company rating for the Cincinnati Insurance Company is A+ XV.

If you should have any questions or comments, please feel free to contact me.

Sincerely,

THE CINCINNATI INSURANCE COMPANY

Charles E. LaRose
Senior Regional Director – Contract Surety.



To Whom it May Conceren:

This is a letter of reference for **The Wilson Group Inc.**, located in Greenwood, MO 64034. We have had a **Highly Positive** relationship with **The Wilson Group Inc.**, since 2007; and with its principals/officers.

The Wilson Group Inc.'s average deposit balance has been in the upper six figures amount. As a result of their available deposit balances, they qualify for our premium deposit rates. This status is only available to a few large-deposit clients with Security Bank of KC.

Additionally, The Wilson Group Inc. also has developed a positive loan relationship with our bank. They have always paid as agreed with no history of even one past due payment. They have had several paid loans with our bank; and have been approved for a \$1,000,000.00 Line of Credit; with no indebtedness, as of this date, but always available upon request. The company meets and exceeds our loan requirements, including demonstrating an ability to service any debt requirement.

Security Bank of KC also maintains personal accounts for The Wilson Group Inc.'s principals. All of their accounts have been handled in a very professional manner. The management of The Wilson Group Inc. is very stable, and has been since they began operation in 2000. They demonstrate great potential for continued growth.

Overall our relationship with The Wilson Group Inc. is excellent and we would highly recommend this company as a truly exceptional company with which to do business. We give them our **HIGHEST** rating as a customer.

Sincerely,

A handwritten signature in black ink that reads "Tom Earley". The signature is written in a cursive, flowing style.

Tom Earley
Senior Vice President
MLO #744591
tearley@securitybankkc.com

Phone: (816) 251-4407



List of Contracts 2024 In Progress

08/01/2024

LOCATION	DESCRIPTION
Metro Community Colleges KC	Various Glass & Glazing
Fort Lauderdale Airport	Glass Replacement
Cass County, MO Courthouse	Windows- Restore & Replace
Macclenny, FL State Hospital	Windows
St. Joseph, MO City Hall	Windows-Historical
Tallahassee, FL Community Cntr	Windows
University of Arkansas	Windows - Yoakum Dorm
Oasis at Lakeport Resort, MO	Window installation
Nashville, TN War Memorial	Windows- Restore & Replace
Chariton, Iowa School District	Window Replacement
Liberal, KS Medical Center	Window Replacement
State of Michigan Admin. Office	Window Replacement
Pendleton, South Carolina School	Window Replacement
Dakota State University, SD	Window Replacement East Hall
Lee's Summit, MO Schools	Various Renovation Projects
Raymore-Peculiar, MO Schools	Various Renovation Projects
Olathe, KS Schools	Ceiling Tile Replacement
Platte County, MO	Various Renovation Projects
Kansas City, MO Schools	HVAC Window Unit Replacement
Liberty, MO Schools	Various Renovation Projects
Total Current Projects	\$15,649,122

COMPLETED CONTRACTS

YEAR
2023

2023 Total:
\$21,849,653

Kansas City, MO, Zhou B Art Cntr	Windows, Doors, Storefront
Waco, TX Magnolia Hotel	Windows/Doors
Port Aransas, TX Condos	Windows -Sandpiper Condo
KCMO Flooring IDIQ	Flooring-Various City Bldgs
State of Iowa	EIFS & Windows -Correctional

Purdue University	Windows - Niswonger
Iowa State University	Windows -College of Design
Texas A&M University	Curtainwall Replacement
Allen County, Indiana	Windows - Courthouse
Indiana University Morrison Hall	Windows - Educational Bldg
Indiana University, Sycamore Hall	Windows - Educational Bldg
Paulding County, OH	Windows - Courthouse
Johnson Cty Community College	Various Renovation Projects
Lee's Summit R7 School District	Various Renovation Projects
State of South Dakota	Windows - Capitol Complex
University of Nebraska-Lincoln	Windows & Doors Replaced
Williams County, Ohio	Windows - Courthouse historic
University of Missouri S&T	Windows - Emerson Hall
Purdue University	Windows - Stewart Center
Shenandoah, IA Community School	K-8 Window Replacement
Fort Osage, MO School District	Various Renovation Projects
Charleston, SC - The Citadel	Window Replacement- Dorm
Island County, Washington	Window Replacement
Joplin, MO Housing Authority	Restroom Remodel

YEAR

2022 Total:

2022

\$15,446,853

Naismith Hall Lawrence, KS	Window Replacement
Golden Valley Memorial Hospital	ICU Renovation
Kansas City, MO	Windows - Catholic School
City of Lee's Summit, MO	Various Renovations
Lee's Summit School District	Various Renovations
Clay County, MO	Various Renovations
Johnson County Community College	Various Renovations
Indiana University	Windows - Biology Bldg
State of Iowa	Windows- Correctional Facility
Grundy County, MO	Windows - Nursing Home
Grundy County, MO	HVAC - Nursing Home
University of Nebraska	Window Replacement SEC
University of Missouri	Masonry & Windows - Library

Breathitt County, KY	Windows - School
Versailles, KY	Windows - City Hall
Box Butte, NE	Window Replacement
Mississippi	USDA Lab Renovation
Cheyenne, County Colorado	HVAC - Courthouse
Miami County, KS	Office Renovation
City of Lee's Summit, MO	Remodel Conference Room
City of Lubbock, TX	Glass Replacement - Airport
Texas A&M University	Windows-Horticulture Bldg
Johnson County Comm. College	Restroom Remodel
Johnson County Comm. College	Remodel- Academy Restrooms
Peculiar, MO	Improvements-Elementary School
Fox Valley Technical College	Storefront Replacement
City of Centerville, OH	Windows-Yankee Trace Golf
Kansas City, KS Public Schools	Window Replacement
Indiana University	Windows-North Jordan dorm
Excelsior Springs, MO	Renovation-Parks Dept Bldg
Sherwood-Cass, MO School District	Window Replacement-School

Year
2021

2021 Total:
\$11,429,726

Parkway Towers, KCMO	Window Replacement-Condos
Oak Star Bank	Windows-slope glaze-New Build
Lamar County, CO	Window Replacement
Golden Valley Memorial Hospital	Ambulance Building
Mid America Nazarene University	Windows - New Student Center Replacement
City of Kansas City, MO	City Hall ADA Renovations #14
Clay County, MO	Various Renovations
Johnson County Community College	Various Renovations
Douglas County Kansas	Various Renovations
Thomas County Courthouse	Window Replacement
KCMO ADA Parks	Renovate-4 Community Centers
City of Springfield, MO	Various Renovations
City of Lees Summit	COVID Guards
Iowa State University	Windows-Parks Library

Indiana University	Windows-Engineering Bldg
Harvey County, KS	HVAC- RTU Detention Center
Kansas City, MO Public Schools	Bottle Filler Replacement
Iowa City Community School Dist	Windows City High School
MODOT Versailles	Siding & Window Replacement
Smithon R-VI Schools	Window Replacement

YEAR

2020 Total:

2020

\$14,140,585

Kansas City Art Institute	Window Replacement
Golden Valley Memorial Hospital	Interior Renovations
KCMO Municipal Court	Major Commercial Renovations
ISU Friley Hall	Window Replacement
Kansas City Public Library	Various Renovations
Cabool School District	Windows - School
Lee's Summit, MO R7 School Dist	Various Renovations
Iowa State University	Remodel-Bldg SW Wing
Kansas City, MO	Windows-Lightwell Building
Box Butte, NE	Windows - Courthouse
Camp Clark, MO	Chapel Renovation
City of Independence, MO	Various Renovations
Platte County, MO	Dishwasher Replacement
Purdue University, Indiana	Windows- Hampton Hall
Jones County, Iowa	Windows - Courthouse
City of Lee's Summit, MO	Kitchen Remodel-Fire Station
Douglas County, KS	Remodel - Courthouse
City of Aurora, MO	Window Replacement
Granada, Colorado	Window Replacement - School
Johnson County Community College	Glass repairs - Walk-Bridge
Denton, TX	Window Replacement-City Hall

YEAR
2019

2019 Total:
\$19,137,634

Truman State University	Interior Renovations
City Independence MO ez	Various Renovations
Clay County, MO EZ	Various Renovations
Johnson County Community College	Various Renovations
Hastings NE Brewery	Window Replacement
Offutt AFB, NE	Window Replacement
Ft. Knox, KY	Windows - New Build
Raytown, MO Ezic	Various Renovations
New Century Airport Ph-3	Interior Building Renovations
Iowa State Univ. Linden Hall	Windows Replace - Dormatory
Memorial Hall, KS	Door Replacements - State Bldg
Clyde's Dining, ISU	Dining Hall Reno-Starbucks
IA Correctional	EIFS & Window Replacement
Iowa State University - Armory	Window Replacement
KU Med Surgery Offices	Windows
Tulsa County OK Admin Bldg	Windows & Storefront
Fairfax, MO R-III School District	School Improvements
Iowa State University	Sidewalk Replacements
Winneshiek County, Iowa	Lantern Window Replacement
Platte County, MO	Skylight Replacement
State of Iowa DAS	X-ray Remodel
Nebraska Parks & Recreation	Window Repl -Mallet Lodge
Liberty, MO School District	Various Renovations
Iowa State University	Windows Replaced - BWR dorm
University of Texas-Austin	Window Replacement
Iowa State University	Windows- Helser Hall
Newton County, MO	Renovation Courthouse
Johnson County Community College	Restroom Remodel
Iowa State University	Museum Remodel
Shenandoah, IA School District	Windows - High School
St. Joseph Dome Reglaze	Reglaze- Library Glass Dome
Pleasant Hill High School	Gym Floor Replacement
Johnson County Community College	Dishwasher Exhaust

EXPERIENCE

Windows & Exteriors

Public & Historic Facilities

Allen County Courthouse **Ft Wayne, IN**

- Replacement of 229 windows
- Installation of Roller Shades
- Design Custom Trim for Circle windows

Occupied Space
Historic County Courthouse
& Historic Landmark

11-30-2023 completion

Vance Hernandez Director of Buildings & Grounds, Allen County,
260-44-7188 vance.hernandez@co.allen.in.us



Williams County Courthouse **Bryan, OH**

- Replacement of 186 windows
- Historical-design windows
- Restoration of curved windows
- Interior storm-windows
- Replace interior wainscot below windows

Occupied Space
Historic Courthouse

12-30-2023 completion

Gene Woodring, Property Maintenance Director
(419) 636-1787, goodring@wmsco.org

Ryan Heitkamp, ARCHITECT, Garmann Miller & Associates

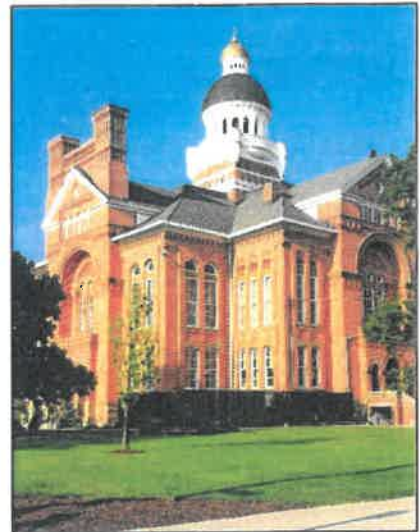


Paulding County Courthouse Paulding, OH

- Replacement of 292 windows
- Repaint & Reglaze 4 entrances
- 2 new hollow-metal doors & frames
- Custom Fabrication of 50 arch-top windows

Occupied Space
Historic Courthouse

10-15-2023 completion



Tim Yenser, Paulding County Maintenance Director, (419) 399-8215, tim@pcohio.us
Jerry Overmier, Beilharz Architects Inc, (419)782-6211, jerryo@beilharzarchitects.com

City Hall of Denton, Texas – Historic Denton, TX

- Replacement windows
- Exterior Power-washing

Occupied Space
Historic City Hall building

10-08-2020 completion



Jared Green, Project Manager, City of Denton/Facilities
(940) 349-7200, Jared.Green@cityofdenton.com

Jones County Court House Anamosa, IA

- Replacement 583 windows
- Replace Front-entrance Doors
- Exterior Power-washing

Occupied Space

11-20-2020 completion



EXPERIENCE

Windows & Exteriors

Educational Facilities

Ellis Library – University of Missouri Columbia, MO

- Replacement of 334 windows
- Restoration of 68 Historic windows
- Eco-friendly limestone cleaning
- Lead-Safe Working Environment
- Asbestos Abatement
- Limestone replacement
- Stone resets, stone patch
- Tuck-pointing, crack injection



Occupied Space
Historical building on campus

05-31-2022 completion

Jason Mollett, Project Manager, University of Missouri, (573) 200-3459,
molletj@missouri.edu



Stewart Center – Purdue University West Lafayette, IN

- Replacement 322 windows

08-09-2023 completion

Rick Emery, Project Manager rwemery@purdue.edu
Phil Savich, Architect, ARSEE Engineers psavich@arsee-engineers.com



Hampton Hall – Purdue University West Lafayette, IN

- Replacement 458 windows

11-16-2020 completion

Kristi Brown, Project Manager brownk@purdue.edu



EXPERIENCE

Interiors & Windows

Educational Facilities

Multiple Projects– Iowa State University Ames, IA

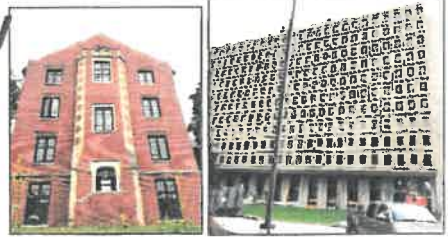
- Museum Renovations
- Clyde's Dining Hall Reno including new Starbucks
- Multiple Dormitories- 7,000+ Windows

College of Design Bldg * Hamilton Hall * Armory * Linden Hall * Friley Hall * Wilson & Wallace Hall * Helser Hall

2017-2023

Mike Parsons, Facilities Planning Management, (515) 290-6025

Steven Nelon, Project Manager, (515) 490-4951 stevonn1@iastate.edu



Belton School District Belton, MO

- Robotics Lab
- Showers & Restrooms
- Security & Entry Doors

2016-2024

Steven Troutwine, Dir. Of Facilities, (816) 946-4968, stroutwine@bsd124.org



Johnson County Community College Overland Park, KS

- Multiple paint, flooring & door projects
- Renovate Offices & Classrooms

200+ projects thru Multiple Years

2013-2024

Rich Hill, (913) 469-2704 rhill45@jccc.edu

Larry Allen (913) 469-2337 lallen35@jccc.edu



Kansas City Public Library Kansas City, MO

- Multiple renovations; offices & kitchen
- HVAC, doors, ceiling tile, floors

2021-2024

Jerry Houchins, Director of Operation, (816) 701-3720 JerryHouchins@kclibrary.org



EXPERIENCE

Commercial Improvements

Public Facilities

Lubbock Airport Glass Replacement Lubbock, TX

- Replacement 201 Viracon Glass Panels
- Utilizing zipper-gasket system

Occupied Space
Functioning Airport

07-19-2022 completion



Charles Farina, Deputy Dir. Of Operations & Safety, (806) 543-8350 cfarina@mail.ci.lubbock.tx.us
Steve Westerbeke, Architect, (832) 909-4423, steve.westerbeke@rsandh.com

Yankee Trace Golf Club Centerville, OH

- Replacement 91 vinyl windows
- Replace Front-entrance Doors

Historic Building
Occupied Space

03-15-2023 completion

Kate Bostdorff, Community Director, (937)428-4765, KBOSTDORFF@CENTERVILLEOHIO.GOV



City of KCMO – ADA Improvements #14 Kansas City, MO

- Renovations & Updates to meet ADA requirements within the Historic City Hall of KCMO
Doors & hardware, entry areas/ramps, signage, bathrooms

Historic Building
Occupied Space

03-01-2021 completion

Jenny Harriman, Project Manager, (816) 4513-2526, jenny.harriman@kcmo.org



EXPERIENCE

Job Order- Indefinite Quantity-Task Order

Public Facilities Contracts



RSMMeans

GORDIAN®



Multiple States *MO * KS * OK *

Multiple Years

Over 700 Delivery Order projects, for over \$13-million

Ranging from \$925 to \$600,000+ per project

2009-2024

John Grider, Coordinator, (816) 260-5250, j.grider@gordian.com

KCMO Citywide IDIQ Flooring Kansas City, MO

Multiple Awards for Multiple Years

- Broadloom, carpet tile
- VCT and LVT flooring
- Epoxy & Concrete stain
- Vinyl base
- Rubber (sport) flooring

2020-2024

Karen Wang, (816) 513-0802, Karen.wang@kcmo.org

Ingrid Bunn, (816) 513-2520, Ingrid.bunn@kcmo.org



Metropolitan Community Colleges Kansas City, MO Metro-area

- Glass & Glazing Services JOC
- Carpentry On-Call JOC

2021- 2024



The Wilson Group Inc

(816) 537-0212

EXPERIENCE

Energy Efficiency

Various Facilities

Cheyenne County Courthouse

Cheyenne Wells, CO

Iconergy

- HVAC Replacement
- Upgraded internal sanitary plumbing
- Energy-Saving Renovations

Historic Courthouse

2022



Clayton Reitz, Sr. Project Manager, Iconergy, (918) 289-4248 creitz@iconergyco.com

Box Butte County Courthouse

Alliance, NE

Willdan Energy Solutions

- Replacement of 102 inefficient windows

2020

Doug Hashman, County Comm., (308) 762-6905, boxbutteclerk@yahoo.com

Christopher Barton, Willdan Group Inc., Project Manager, (618) 830-6431



Kit Carson County Courthouse

Burlington, Colorado

Willdan Energy Solutions

- Replacement Windows & Entrance Doors

2018

Clayton Reitz, Willdan Group Inc., Project Manager, (918) 289-4248



Douglas County, KS Recreation Facility

Lawrence, KS

Willdan Energy Solutions

- New HVAC system in Gymnasium
- Upgraded Dehumidification & Ventilation systems in Aquatic Center

2017

Justin Pape, Project Manager, Willdan, (913) 908-7181, jpape@360energyengineers.com





PAULDING COUNTY COMMISSIONERS

451 McDonald Pike- Suite E · Paulding, Ohio 45879

December 26, 2023

The Wilson Group, Inc.
Keith Knight
13510 oak St.
Kansas City, MO 64145

RE: Letter of Recommendation

Dear Keith,

This letter is to express the satisfaction that the Board of Paulding County Commissioners have regarding our Courthouse Window Replacement Project that your firm completed for us. The Wilson Group replaced windows in 160 openings using Boyd Aluminum Manufacturing Company and 50 arched top windows that were fabricated by their company. Due to the small size of our Courthouse's arched top windows, the aluminum wasn't able to be curved by a 3rd party fabricator so they had 3/8" solid sheets of aluminum cut and glazed the glass at their fabrication shop. The Wilson Group also refinished 4 glass doors with new paint and glass along with having 2 wooden arched top transom windows custom made to match existing profiles by Review Windows. Other work performed included minor electrical, mechanical, and carpentry work. Paulding County Courthouse project began at the beginning of August and finished in November.

You and your staff were extremely responsive to the needs of our project and we appreciate you and your staff working with our office and the Courthouse team members to accommodate the daily operations of each office. The windows are stunning and we appreciate the workmanship and the attention to detail your team demonstrated on this project.

We highly recommend The Wilson Group, Inc. for any project and would be more than willing to discuss the services they provide. We can be reached at: (419) 399-8215 or by email: pccommissioners@pauldingcountyoh.com.

Respectfully,

Mark Holtzberry
Chairman, Paulding County Commissioner

Ph: 419.399.8215 * Fax: 419.399.8299 E-mail: pccommissioners@pauldingcountyoh.com

This institution is an equal opportunity employer and provider.

December 18, 2023

RE: Reference Letter

To Whom It May Concern,

This letter is to provide a reference for The Wilson Group team, whom I have personally worked with on the recently completed Stewart Center Window Replacement project at Purdue University in West Lafayette, Indiana.

Our experience with the Wilson Group was positive. There are always challenges with any construction project, whether it be hidden conditions, scheduling, material availability, installation not meeting the standards set by the Construction Documents, etc. When challenges arose with this particular project, we collectively discussed remedies and The Wilson Group was quick to implement said remedies. In addition, their project management staff was always available for a discussion when needed.

The Stewart Center project presented challenges with scheduling as the building is used for large conference events, campus tours, and also houses office staff and even a University gift shop. Based on feedback from the building's user groups during our bi-weekly progress meetings, The Wilson Group appeared to communicate schedule and accommodate the user groups to the satisfaction of the Owner throughout the project.

We enjoyed our experience with The Wilson Group and would recommend them moving forward. Please call with any questions.

Sincerely,



**Phil Savich, P.E.
Associate Principal**





July 10, 2023
Subject: Reference Letter

To whom it may concern,

This letter is to provide a reference for The Wilson Group team, whom I have personally worked with on the Horticulture and Forest Science Building window replacement project at Texas A&M University in College Station, Texas.

Our experience with The Wilson Group has been an incredibly positive one. They were willing to do whatever was necessary to complete the assigned project by giving their expert opinion and solutions as issues became known. Their solutions were always delivered as promised. After substantial completion on the above listed project, The Wilson Group has had quick responses to the few warranty issues that have arose. Their corrective action was swift and timely. They were willing to provide any requested recommendations on issues.

It has been a pleasure working with The Wilson Group and our office appreciates their commitment to provide Texas A&M University with a quality product. Please call me if you have any additional questions.

Sincerely,

A handwritten signature in black ink that reads "Thomas V. Dearborn Jr." with a stylized flourish at the end.

Thomas Dearborn Jr.
Senior Project Manager
PDG Architects



TEXAS A&M
UNIVERSITY

3100 WESLAYAN SUITE 200 | HOUSTON, TX 77027
713.629.6100
WWW.PDGARCHITECTS.COM

From: Luke Baucher lbaucher@creategm.com
Subject: Reference letter
Date: December 10, 2023 at 8:35 PM
To: Jack Reasbeck jack@thewilsongroupinc.com



Dear Jack,

We would like to this time to commend The Wilson Group Inc. on their efforts and performance on the recent window replacements of Williams County Courthouse. The Wilson Group was contracted to replace 186 windows in 170 openings, that consisted of 3,950 sq. ft. of glass. The Wilson Group Inc. also performed refinish work of deteriorated wood wainscot and trim.

Our experience with The Wilson Group Inc. was a very pleasant one. As working in the Courthouse can be difficult at times with court in session and employees working in almost every room. The Wilson Group found a way to complete the project in a timely manner. Whenever there was an item brought up, The Wilson Group didn't have trouble correcting it. As every project has bumps in the road, The Wilson Group didn't seem to have an issue with staying on point and seeing the goal of completing the project.

Our compliments to Jack, Robert, and the rest of the team. As the project would not have been completed or turned out so beautiful without everyone involved. We would be happy to recommend or work with The Wilson Group on future projects.

Sincerely,

Luke Baucher

LUKE BAUCHER

☎ 419.628.4240 (O) | 419.733.7576 (C)
✉ [creategm.com](mailto:lbaucher@creategm.com)
📍 38 South Lincoln Drive, P.O. Box 71
Minster, OH 45865





July 10, 2023
Subject: Reference Letter

To whom it may concern,

This letter is to provide a reference for The Wilson Group, whom PDG has personally worked with on the Harrington Education Center window replacement project at Texas A&M University in College Station, Texas.

Our experience with The Wilson Group has been a very positive one. They were willing to do whatever was necessary to complete the assigned project. They were willing to provide any requested recommendations on issues that were not within the scope of the project. They were willing to meet with our staff and University representatives for any issue that arose. We knew they would always be available when we needed them.

It has been a pleasure working with The Wilson Group and our office appreciates their commitment to provide Texas A&M University with a quality product. Please call me if you have any additional questions.

Sincerely,

A handwritten signature in black ink that reads "Thomas V. Dearborn Jr." with a stylized flourish at the end.

Thomas Dearborn Jr.
Senior Project Manager
PDG Architects



TEXAS A&M
UNIVERSITY

3100 WESLAYAN SUITE 200 | HOUSTON, TX 77027
713.629.6100
WWW.PDGARCHITECTS.COM



April 21, 2023.

Dick Alery, Project Manager
The Wilson Group, Inc.
13510 Oak St.
Kansas City Mo. 64145

Re: Kansas City Public Library 3N

Dear Mr. Dick Alery,

It is my pleasure to write this letter of reference for the Wilson Group, Inc. The Central Library needed a 3rd floor renovation, they performed the following tasks for our project: Steel stud framing, sound attenuation insulation, gypsum wall construction, aluminum store front framing with glazing, HVAC ducting, plumbing, door, and hardware work. The project was completed ahead of schedule with no disruptions to the facility operations.

We used the Wilson Group's EzlQC contract to complete this project. The entire process from procurement to project completion was simple, transparent, and timely. The EzlQC contract and the Wilson Group's competent staff made this an excellent project with their proactive approach to paperwork, submittals, scheduling, and project management. The Wilson Group demonstrated hard-work, initiative, and experience.

I feel very comfortable recommending The Wilson Group for your contracting needs.

Sincerely,

Jerry L. Houchins
Director of Building Operations
Kansas City Public Library



KANSAS CITY PUBLIC LIBRARY

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11011 Richmond Ave
Suite 900
Houston, TX 77042

☎ 713-914-4455
✉ 713-914-0155
rsandh.com

August 1, 2022

The Wilson Group, Inc.
Keith Knight
13510 Oak St
Kansas City, MO 64145
RE: Letter of Recommendation

Dear Keith,

This letter is to express the complete satisfaction that RS&H has regarding the windows replacement that your firm completed at the Lubbock Preston Smith International Airport. A total of 201 pieces of glass were replaced between June 7, 2022, and July 19, 2022, which is approximately one month earlier than the original schedule.

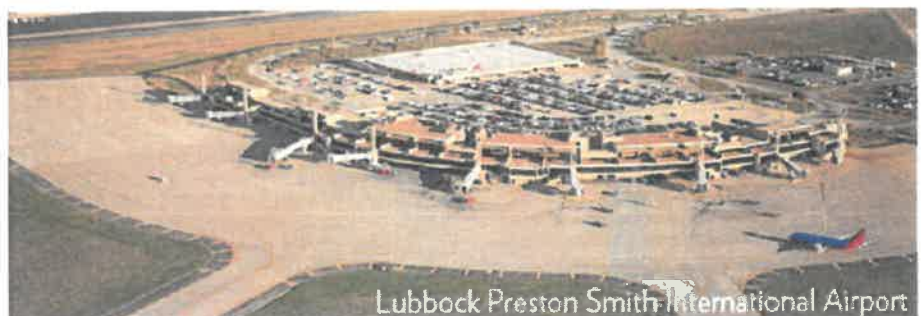
You and your staff were extremely responsive to the needs of an operating airport and worked flexible hours to accommodate the airports operations. The workmanship was excellent, and your staff was very professional.

I would highly recommend The Wilson Group, Inc. for any project and would be happy to discuss the services they provided. I can be reached at: 832-909-4423 and my email is: steve.westerbeke@rsandh.com.

Respectfully,

Steve Westerbeke
Resident Project Representative

RS&H, Inc.
TX Cert. Nos F-3401-BR 751





Smithton R-VI School District

505 South Myrtle, Smithton, MO 65350-1038

www.smithton.k12.mo.us Fax: 660-343-5389

David Bray
Superintendent
660-343-5316

Andrew Turner
Principal PS-6
660-343-5317

Jonathan Petersen
Principal 7-12
660-343-5318

Bryan Werner
Asst Principal
660-343-5318

Dawn McNeeley
Special Services
660-343-5318

Bryan Werner
Athletic Director
660-343-5318

February 17, 2022

The Wilson Group, Inc
Keith Knight, Project Manager
1601 W Main Street
Greenwood MO, 64034

RE: Letter of Recommendation

Dear Mr. Knight,

I am writing this letter as a recommendation for the Wilson Group, Inc. The Wilson Group replaced all of the windows across our school campus in the fall of 2021. Myself, my staff, our students, our school board and community are pleased with the work that was done and are enjoying the much needed upgrade to our campus.

The Wilson Group, Inc. was extremely responsive to our needs and worked flexible hours that accommodated our mission to educate students. They not only replaced windows in the overnight hours in order to minimize the disruption to our classrooms, but cleaned up each night leaving classrooms in great condition for learning the next day.

I highly recommend the Wilson Group, Inc. for any project and would be happy to discuss the services they provided to us. I can be reached at (660) 620 2092 or (660) 343 5316 ext. 101 and by email at brayd@smithton.k12.mo.us.

Sincerely,

David R. Bray, Ed.S.
Superintendent of Schools, Smithton R-VI





www.iconergyCO.com
1905 Sherman St. #1040
Denver, Colorado 80203

June 23, 2022

To whom it may concern,

Iconergy recently completed an HVAC renovation project with The Wilson Group. The Cheyenne County Courthouse in Cheyenne Wells, CO had asked Iconergy to resolve some existing building inefficiencies, comfort issues, and other items at their Courthouse. The Courthouse is on the National Register of Historic Places, originally constructed in 1908. Keeping the historical integrity intact was a key component to success on the project. The Wilson Group was able to successfully install new heating, cooling, and plumbing equipment inside that allows the County to properly condition their spaces, keep their visitors and employees comfortable, improve the indoor air quality and safety, and save a tremendous amount of taxpayer dollars with lower energy consumption. The Wilson Group did a fantastic job at this remote location that is often overlooked by other contractors for its remoteness. Forward thinking with their office and field staff, alerting Iconergy of design ideas and improvements ahead of time, and ensuring systems were up and operational are some of the things that Iconergy appreciated. We would recommend The Wilson Group to other clients and companies in the future that are interested in new construction projects, remodels, or energy efficiency improvement projects.

Regards,

A handwritten signature in black ink that reads "Clayton Reitz". The signature is written in a cursive, flowing style.

Clayton Reitz
Senior Project Manager
Iconergy Ltd.
creitz@iconergyco.com
(918) 289-4248



Facilities Management Office

869 S Woodrow Ln., Denton, TX 76205 • (940) 349-7200

February 1, 2021

Jack Reasbeck
The Wilson Group, Inc.
13510 Oak Street
Kansas City, MO 64145
816-537-0212 Office
816-605-1555 Fax

To Whom It May Concern:

This letter of reference is being written to commend the Wilson Group for their professionalism and work ethic while working with the City of Denton on the City Hall West Window Restoration Project.

They removed all the old windows, cleaned the brick and masonry, the bell tower, the roof fascia, and replaced the windows with new ones that maintained the Historic Nature of the building. Not only did they stay on schedule, they were substantially complete a month ahead of time.

The Wilson Group kept the City of Denton informed throughout the project and worked very well with our staff.

Again, this letter is to commend the Wilson Group and refer anyone needing a good, stand up organization to work with. We would re-use The Wilson Group upon any given opportunity, and highly recommend them. If you have any questions or need any further information, please feel free to contact us.

.

Sincerely,

Jared Green

Jared Green
Project Manager
Department of Facilities Management

OUR CORE VALUES

Integrity • Fiscal Responsibility • Transparency • Outstanding Customer Service



Architecture Division
General Services Department
City of Kansas City, MO
City Hall 17th Floor
414 E 12th Street
Kansas City, MO 64106

March 3, 2021

Janet Wilson
THE WILSON GROUP, INC.
13510 Oak Street
Kansas City, MO 64145

Re: Reference Letter
Project No. 07141111 City Hall – ADA Bid Package #14 and
Project No. 07001139 Kansas City Municipal Courthouse Green Roof

Dear Janet:

I would like to express my appreciation to The Wilson Group for continuing to provide quality work as it relates to the recent City Hall ADA Core and the Municipal Courthouse Green Roof project. Our long time relationship working together on our City of Kansas City, Missouri facilities has proven the professionalism of The Wilson Group as an efficient hard working and honest company with a track record of previous successfully completed projects.

Jack Reasbeck and his team has provided excellent service, they have been diligent in their planning and submittal process, provided good field supervision and experience. Jack was easy to work with and supported the City's efforts to further expand the ADA scope beyond the core level. The Wilson Group has far exceeded my expectations throughout both projects, the attention to detail, prompt responses and forward thinking has made tedious and difficult projects successful.

As Project Manager I have no hesitation to refer The Wilson Group to other organizations and look forward to working with you on future successful projects to come.

If you have any questions, please contact me at (816) 513-2526.

Sincerely,

Jenny T Harriman
Project Manager



Box Butte County Assessor

Michelle Robinson ~ 515 Box Butte Ave Suite 102 ~ Alliance NE 69301

Phone (308) 762-6100

Email: bbassor@telecomwest.net

www.boxbutte.qworks.com

September 17, 2020

The Wilson Group, Inc.
Keith Knight, Project Manager
1606 W Main St
Greenwood MO 64034

RE: Letter of Recommendation

Dear Mr. Knight,

This letter is to express extreme satisfaction my office has in regards to the work your company performed on the project to replace all the windows in the courthouse. The Box Butte County Commissioners approved undergoing major renovations to the courthouse and part of that project was replacing 102 windows.

My staff and I would like to express our sincere appreciation to you and your staff for a job well done. The workmanship was excellent and your staff were very courteous. I was notified right away that there was an error in one of my windows but it had already been resolved. I would never have known had it not been brought to my attention. The fact that you and your company took care of it but felt the need to notify me anyway is a testament to your professionalism.

I would also like to extend appreciation regarding the clean up after the work was performed. We had no issues with workplace interruptions or mess.

I highly recommend The Wilson Group, Inc. for any project.

Sincerely,

A handwritten signature in cursive script that reads "Michelle Robinson".

Michelle Robinson
Box Butte County Assessor



ST. JOSEPH
SCHOOL DISTRICT

Chris Silcott
Director of Operations & Warehousing
1000 S 9th Street
St. Joseph, MO 64503
Phone: 816-671-4260 Fax: 816-671-4482

September 22, 2020

To Whom It May Concern,

I am writing this letter of recommendation for The Wilson Group for construction related services.

They were the contractor for the Dome Re-Glazing Project at our Administration Building last year. Everyone associated with the company conducted themselves in a professional manner and provided timely, quality work within our budget. They were dependable and exceeded expectations.

I would highly recommend The Wilson Group and look forward to working with them again in the future.

Sincerely,

Tad Hopkins, District Architect
St. Joseph School District
1000 S. 9th Street
St. Joseph, MO 64503
(816) 671-4260

Office of Facilities & Property Management
700 SW Harrison Suite 1200
Topeka, KS 66603



Phone: (785) 296-8070
Fax: (785) 296-3456
Frank.Burnam@ks.gov
<http://www.admin.ks.gov>

Sarah L. Shipman, Secretary
Frank Burnam, Director

Sam Brownback, Governor

January 23, 2018

In 2017 The Wilson Group replaced all windows within the Memorial Hall building on the State of Kansas Capitol Grounds. The work included historic window design, custom die extrusions, laser-cut custom one-piece starburst grids, demolition, replacement, and weatherproofing. All of The Wilson Group's on-site workers were background checked by the State and badged. Work was performed in occupied sensitive office space, requiring perpetual cleanup, and weekly punch and turnover.

Because the building houses the State's Attorney General and Secretary of State offices, security, scheduling, communication, and quality were critical. The Wilson Group passed the test in all phases and the work was completed on time and on budget. No small feat given the location, scrutiny, and profile of the project.

Key personnel on the project included Superintendent Keith Knight, Carpenter/Glaziers Nate Morenz, Cole Hutchinson, Matt Higgenbotham, Project Manager Craig Lytle, President Jordan Wilson.

Regards,

Randy Riveland

Randy Riveland RA
Kansas Dept. of Administration
Office of Facilities and Property Management
Chief Architect



Pricing And Proposed Contact

Details:

- **Labor: \$63,680.00**
- **Materials: \$18,335.00**
- **SUBS: \$51,000.00**
- **ALT-1 Men's RR Employee: \$13,696.00**
- **Overhead: \$79,746.00**
- **Grand Total: \$226,457.00**

Timeline:

- **Total**
 - **Start = Dec. 1st, 2024.**
 - **NTE End Date = Feb. 28th, 2025.**
- **Reception Lobby Area Corridor 102 Flooring and walls**
 - **Start = Dec. 1st 2024.**

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

Council action is requested to issue a purchase order to PTG Premier Truck Group in the amount of \$109,483. for a Freightliner single axle dump truck Chassis for the Street Maintenance Division of the Municipal Services Department.

Recommendations:

Council approval to issue a purchase order.

Background:

The Street Maintenance Division of Municipal Services is starting to replace our 2014 dump trucks. Municipal Services will replace these 4 units over the next several years.

This purchase is using the MACPP Missouri-Kansas Purchasing Association contract administered by Clay County.

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

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

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

REVIEWERS

Lisa Reynolds
Meagan Borth
Jeremy Cover

Zachary Walker
Susanne Holland

ATTACHMENTS:

1. Premier Truck Group Proposal
2. Premier Truck Group Purchase Agreement

Prepared for:
Michael Schott
INDEPENDENCE CITY OF
14909 E Truman Rd
Independence, MO 64051
Phone: (816) 325-7174



Prepared by:
Ryan Huff
PREMIER TRUCK GROUP OF
KANSAS CITY
8001 NE PARVIN ROAD
KANSAS CITY, MO 64161
Phone: 816-453-4400

A proposal for
INDEPENDENCE CITY OF

Prepared by
PREMIER TRUCK GROUP OF KANSAS CITY
Ryan Huff

Nov 15, 2024

2026 Freightliner 108SD Plus



Components shown may not reflect all spec'd options and are not to scale

Application Version 12.0.009
Data Version PRL-29D.018
2026MY Independence 35K GVW SA
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APPROVAL:

Please indicate your acceptance of this specification by signing below:

Customer: X _____ Date: _____.

SPECIFICATION PROPOSAL

Data Code	Description	Weight Front	Weight Rear
Price Level			
PRL-29D	SD PRL-29D (EFF:MY26 ORDERS)		
Data Version			
DRL-018	SPECPRO21 DATA RELEASE VER 018		
Vehicle Configuration			
001-176	108SD PLUS CONVENTIONAL CHASSIS	6,829	3,748
004-226	2026 MODEL YEAR SPECIFIED		
002-004	SET BACK AXLE - TRUCK		
019-006	TRAILER TOWING PROVISION AT END OF FRAME WITH SAE J560	10	10
003-001	LH PRIMARY STEERING LOCATION		
General Service			
AA1-003	TRUCK/TRAILER CONFIGURATION		
AA6-002	DOMICILED, USA (EXCLUDING CALIFORNIA AND CARB OPT-IN STATES)		
99D-027	EPA EMISSIONS CERTIFICATION FOR REGISTRATION IN EPA OR ACT STATES - EPA CLEAN IDLE (INCLUDES 6X4 INCH LABEL ON LOWER FORWARD OF DRIVER DOOR)		
A85-010	UTILITY/REPAIR/MAINTENANCE SERVICE		
A84-1GM	GOVERNMENT BUSINESS SEGMENT		
AA4-010	DIRT/SAND/ROCK COMMODITY		
AA5-006	TERRAIN/DUTY: 10% (SOME) OF THE TIME, IN TRANSIT, IS SPENT ON NON-PAVED ROADS		
AB1-008	MAXIMUM 8% EXPECTED GRADE		
AB5-003	MAINTAINED GRAVEL OR CRUSHED ROCK - MOST SEVERE IN-TRANSIT (BETWEEN SITES) ROAD SURFACE		
995-1A0	FREIGHTLINER SD VOCATIONAL WARRANTY		
A66-99D	EXPECTED FRONT AXLE(S) LOAD : 16000.0 lbs		

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Data Code	Description	Weight Front	Weight Rear
A68-99D	EXPECTED REAR DRIVE AXLE(S) LOAD : 23000.0 lbs		
A63-99D	EXPECTED GROSS VEHICLE WEIGHT CAPACITY : 39000.0 lbs		
A70-99D	EXPECTED GROSS COMBINATION WEIGHT : 55000.0 lbs		
Truck Service			
AA3-018	FRONT PLOW/END DUMP BODY		
AF3-2B1	VIKING-CIVES MIDWEST		
Tractor Service			
AA2-005	FLATBED TRAILER		
AH6-001	SINGLE (1) TRAILER		
Engine			
101-3BP	CUM L9 330 HP @ 2200 RPM; 2200 GOV RPM, 1000 LB-FT @ 1200 RPM		
Electronic Parameters			
79A-065	65 MPH ROAD SPEED LIMIT		
79B-000	CRUISE CONTROL SPEED LIMIT SAME AS ROAD SPEED LIMIT		
79K-015	PTO MODE ENGINE RPM LIMIT - 2100 RPM		
79M-001	PTO MODE BRAKE OVERRIDE - SERVICE BRAKE APPLIED		
79P-014	PTO RPM WITH CRUISE SET SWITCH - 1500 RPM		
79Q-017	PTO RPM WITH CRUISE RESUME SWITCH - 1500 RPM		
79U-007	PTO GOVERNOR RAMP RATE - 250 RPM PER SECOND		
79V-001	FUEL DOSING OF AFTERTREATMENT ENABLED IN PTO MODE-CLEANS HYDROCARBONS AT HIGH TEMPERATURES ONLY		
79W-001	ONE REMOTE PTO SPEED		
79X-003	PTO SPEED 1 SETTING - 800 RPM		
80F-001	AUTOMATIC OIL LIFE MONITOR WITH ALERT AT 5% OF INTERVAL REMAINING		
80G-002	PTO MINIMUM RPM - 700		
80J-002	REGEN INHIBIT SPEED THRESHOLD - 5 MPH		
80S-004	PTO 1, DASH SWITCH, ENGAGE WHILE DRIVING		
80V-006	ENGINE MOUNT PTO, NO SWITCH, TEM SUPPLIED REQUEST, DRIVING INTERLOCKS		



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Data Code	Description	Weight Front	Weight Rear
Engine Equipment			
99C-024	EPA 2010/GHG 2024 CONFIGURATION		
13E-001	STANDARD OIL PAN		
105-001	ENGINE MOUNTED OIL CHECK AND FILL		
014-109	SIDE OF HOOD AIR INTAKE WITH FIREWALL MOUNTED DONALDSON AIR CLEANER WITH SAFETY ELEMENT, PASSIVE PRECLEANER AND INSIDE/OUTSIDE AIR WITH SNOW DOOR	10	
124-1D7	DR 12V 160 AMP 28-SI QUADRAMOUNT PAD ALTERNATOR WITH REMOTE BATTERY VOLT SENSE		
292-206	(3) DTNA GENUINE, FLOODED STARTING, MIN 2850CCA, 525RC, THREADED STUD BATTERIES	40	20
290-1B9	BATTERY BOX WITH ALUMINUM COVER MOUNTED LONG SIDE TO RAIL		
281-004	BATTERY JUMPERS WITH MEGA FUSE JUNCTION BLOCK (MFJB)	4	
282-042	LH BATTERY BOX MOUNTED AS FAR AFT AS POSSIBLE, NO GREATER THAN 60 INCHES BACK OF CAB		
291-017	WIRE GROUND RETURN FOR BATTERY CABLES WITH ADDITIONAL FRAME GROUND RETURN		
289-001	NON-POLISHED BATTERY BOX COVER		
* 293-060	NON-ESSENTIAL POSITIVE LOAD DISCONNECT, LOCKING IN CAB CONTROL SWITCH MOUNTED OUTBOARD OF DRIVER SEAT	2	
	IS THERE AN IN CAB OPTION OTHER THAN BEING MOUNTED ON THE FLOOR?		
295-029	POSITIVE AND NEGATIVE POSTS FOR JUMPSTART LOCATED ON FRAME NEXT TO STARTER	2	
306-015	PROGRESSIVE LOW VOLTAGE DISCONNECT AT 12.3 VOLTS FOR DESIGNATED CIRCUITS	2	
107-032	CUMMINS TURBOCHARGED 18.7 CFM AIR COMPRESSOR WITH INTERNAL SAFETY VALVE		
152-041	ELECTRONIC ENGINE INTEGRAL SHUTDOWN PROTECTION SYSTEM		
128-076	CUMMINS ENGINE INTEGRAL BRAKE WITH VARIABLE GEOMETRY TURBO ON/OFF	20	
016-1C2	RH OUTBOARD UNDER STEP MOUNTED HORIZONTAL AFTERTREATMENT SYSTEM ASSEMBLY WITH RH B-PILLAR MOUNTED VERTICAL TAILPIPE	30	25

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Data Code	Description	Weight Front	Weight Rear
28F-014	ENGINE AFTERTREATMENT DEVICE, AUTOMATIC OVER THE ROAD REGENERATION AND VIRTUAL REGENERATION REQUEST SWITCH IN CLUSTER		
239-026	10 FOOT 06 INCH (126 INCH+0/-5.9 INCH) EXHAUST SYSTEM HEIGHT		
237-1CR	RH CURVED VERTICAL TAILPIPE B-PILLAR MOUNTED ROUTED FROM STEP		
23U-002	13 GALLON DIESEL EXHAUST FLUID TANK		
30N-003	100 PERCENT DIESEL EXHAUST FLUID FILL		
23Y-001	STANDARD DIESEL EXHAUST FLUID PUMP MOUNTING		
23Z-002	NON-POLISHED ALUMINUM DIAMOND PLATE DIESEL EXHAUST FLUID TANK COVER	15	5
43X-002	LH MEDIUM DUTY STANDARD DIESEL EXHAUST FLUID TANK LOCATION		
43Y-001	STANDARD DIESEL EXHAUST FLUID TANK CAP		
242-001	STAINLESS STEEL AFTERTREATMENT DEVICE/MUFFLER/TAILPIPE SHIELD		
273-058	AIR POWERED ON/OFF ENGINE FAN CLUTCH		
276-001	AUTOMATIC FAN CONTROL WITHOUT DASH SWITCH, NON ENGINE MOUNTED		
110-003	CUMMINS SPIN ON FUEL FILTER		
118-008	COMBINATION FULL FLOW/BYPASS OIL FILTER		
266-104	1115 SQUARE INCH ALUMINUM RADIATOR		
103-039	ANTIFREEZE TO -34F, OAT (NITRITE AND SILICATE FREE) EXTENDED LIFE COOLANT		
171-007	GATES BLUE STRIPE COOLANT HOSES OR EQUIVALENT		
172-001	CONSTANT TENSION HOSE CLAMPS FOR COOLANT HOSES		
270-016	RADIATOR DRAIN VALVE		
360-016	1310 ADAPTER FLANGE FOR FRONT PTO PROVISION	10	
138-011	PHILLIPS-TEMRO 1000 WATT/115 VOLT BLOCK HEATER	4	
140-053	BLACK PLASTIC ENGINE HEATER RECEPTACLE MOUNTED UNDER LH DOOR		
132-004	ELECTRIC GRID AIR INTAKE WARMER		
155-058	DELCO 12V 38MT HD STARTER WITH INTEGRATED MAGNETIC SWITCH		

Transmission

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Data Code	Description	Weight Front	Weight Rear
342-584	ALLISON 3500 RDS AUTOMATIC TRANSMISSION WITH PTO PROVISION		
Transmission Equipment			
343-339	ALLISON VOCATIONAL PACKAGE 223 - AVAILABLE ON 3000/4000 PRODUCT FAMILIES WITH VOCATIONAL MODELS RDS, HS, MH AND TRV		
84B-012	ALLISON VOCATIONAL RATING FOR ON/OFF HIGHWAY APPLICATIONS AVAILABLE WITH ALL PRODUCT FAMILIES		
84C-023	PRIMARY MODE GEARS, LOWEST GEAR 1, START GEAR 1, HIGHEST GEAR 6, AVAILABLE FOR 3000/4000 PRODUCT FAMILIES ONLY		
84D-023	SECONDARY MODE GEARS, LOWEST GEAR 1, START GEAR 1, HIGHEST GEAR 6, AVAILABLE FOR 3000/4000 PRODUCT FAMILIES ONLY		
84E-017	S5 PERFORMANCE LIMITING PRIMARY SHIFT SCHEDULE, AVAILABLE FOR 3000/4000 PRODUCT FAMILIES ONLY		
84F-012	S1 PERFORMANCE SECONDARY SHIFT SCHEDULE, AVAILABLE FOR 3000/4000 PRODUCT FAMILIES ONLY		
84G-014	2200 RPM PRIMARY MODE SHIFT SPEED		
84H-012	2000 RPM SECONDARY MODE SHIFT SPEED		
84K-002	2ND GEAR ENGINE BRAKE ALTERNATE PRESELECT WITH MODERATE DOWNSHIFT STRATEGY		
84N-011	NEUTRAL AT STOP ENABLED		
84U-000	DRIVER SWITCH INPUT - DEFAULT - NO SWITCHES		
84V-001	DIRECTION CHANGE ENABLED WITH MULTIPLEXED SERVICE BRAKES - ALLISON 5TH GEN TRANSMISSIONS		
85T-998	NO AMT HOLD MODE		
353-075	QUICKFIT BODY LIGHTING CONNECTOR AT END OF FRAME, WITH CAP		
34C-011	ELECTRONIC TRANSMISSION WIRING TO CUSTOMER INTERFACE CONNECTOR		
362-823	CUSTOMER INSTALLED CHELSEA 280 SERIES PTO		
363-001	PTO MOUNTING, LH SIDE OF MAIN TRANSMISSION ALLISON		
341-018	MAGNETIC PLUGS, ENGINE DRAIN, TRANSMISSION DRAIN, AXLE(S) FILL AND DRAIN		



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Data Code	Description	Weight Front	Weight Rear
345-078	HEAVY DUTY ELECTRONIC TRANSMISSION SHIFT CONTROL, COLUMN MOUNTED		
97G-004	TRANSMISSION PROGNOSTICS - ENABLED 2013		
370-015	WATER TO OIL TRANSMISSION COOLER, IN RADIATOR END TANK	15	
346-003	TRANSMISSION OIL CHECK AND FILL WITH ELECTRONIC OIL LEVEL CHECK		
35T-001	SYNTHETIC TRANSMISSION FLUID (TES-295 COMPLIANT)		

Front Axle and Equipment

400-1A9	DETROIT DA-F-16.0-5 16,000# FL1 71.0 KPI/3.74 DROP SINGLE FRONT AXLE	190	
402-1B1	MERITOR EX-L AIR DISC FRONT BRAKES		
403-002	NON-ASBESTOS FRONT BRAKE LINING		
419-004	FRONT DISC BRAKE ROTORS		
427-001	FRONT BRAKE DUST SHIELDS	5	
409-006	FRONT OIL SEALS		
408-001	VENTED FRONT HUB CAPS WITH WINDOW, CENTER AND SIDE PLUGS - OIL		
416-022	STANDARD SPINDLE NUTS FOR ALL AXLES		
405-030	FRONT AIR DISC BRAKE INTERNAL ADJUSTERS		
406-001	STANDARD KING PIN BUSHINGS		
536-055	TRW THP-60 POWER STEERING WITH RCH45 AUXILIARY GEAR	130	
539-003	POWER STEERING PUMP		
534-003	4 QUART POWER STEERING RESERVOIR		
533-001	OIL/AIR POWER STEERING COOLER		
40T-002	CURRENT AVAILABLE SYNTHETIC 75W-90 FRONT AXLE LUBE		

Front Suspension

620-026	16,000# TAPERLEAF FRONT SUSPENSION	200	
619-005	MAINTENANCE FREE RUBBER BUSHINGS - FRONT SUSPENSION		
410-001	FRONT SHOCK ABSORBERS		

Rear Axle and Equipment

420-051	MERITOR RS-23-160 23,000# R-SERIES SINGLE REAR AXLE		180
421-563	5.63 REAR AXLE RATIO		
424-001	IRON REAR AXLE CARRIER WITH STANDARD AXLE HOUSING		

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Data Code	Description	Weight Front	Weight Rear
386-073	MXL 17T MERITOR EXTENDED LUBE MAIN DRIVELINE WITH HALF ROUND YOKES	20	20
423-1A4	MERITOR EX-L OPTIMIZED AXIAL AIR DISC REAR BRAKES		-40
433-002	NON-ASBESTOS REAR BRAKE LINING		
434-011	BRAKE CAMS AND CHAMBERS ON FORWARD SIDE OF DRIVE AXLE(S)		
451-005	REAR DISC BRAKE ROTORS		
425-002	REAR BRAKE DUST SHIELDS		5
440-006	REAR OIL SEALS		
426-1AH	AIR DISC LONGSTROKE 1-DRIVE AXLE SPRING PARKING CHAMBERS		
428-030	REAR AIR DISC BRAKE INTERNAL ADJUSTERS		
41T-002	CURRENT AVAILABLE SYNTHETIC 75W-90 REAR AXLE LUBE		
42T-001	STANDARD REAR AXLE BREATHER(S)		
Rear Suspension			
622-1MJ	23,000# 52 INCH VARIABLE RATE MULTI-LEAF SPRING REAR SUSPENSION WITH LEAF SPRING HELPER		30
621-004	SPRING SUSPENSION - 1.50" AXLE SPACER		10
431-001	STANDARD AXLE SEATS IN AXLE CLAMP GROUP		
Pusher / Tag Equipment			
429-998	NO PUSHER/TAG BRAKE DUST SHIELDS		
Brake System			
490-1AU	WABCO 4S/4M ABS WITH TRACTION CONTROL WITH ATC SHUT OFF SWITCH		
871-001	REINFORCED NYLON, FABRIC BRAID AND WIRE BRAID CHASSIS AIR LINES		
904-001	FIBER BRAID PARKING BRAKE HOSE		
412-001	STANDARD BRAKE SYSTEM VALVES		
46D-002	STANDARD AIR SYSTEM PRESSURE PROTECTION SYSTEM		
413-002	STD U.S. FRONT BRAKE VALVE		
432-003	RELAY VALVE WITH 5-8 PSI CRACK PRESSURE, NO REAR PROPORTIONING VALVE		
480-088	WABCO SYSTEM SAVER HP WITH INTEGRAL AIR GOVERNOR AND HEATER		
483-004	WABCO OIL COALESCING FILTER FOR AIR DRYER		



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	Data Code	Description	Weight Front	Weight Rear
	479-005	AIR DRYER MOUNTED INBOARD ON RH RAIL		
*	460-1AF	ALUMINUM AIR TANKS MOUNTED FOR MAX GROUND CLEARANCE, (BELLY PLOW - AA3-073) MOUNT INSIDE OF FRAME RAIL		
	477-004	PULL CABLES ON ALL AIR RESERVOIR(S)		
	485-001	EXTERNAL CHARGING GLADHAND	5	

Trailer Connections

481-998	NO TRAILER AIR HOSE
476-998	NO AIR HOSE HANGER
914-025	AIR CONNECTIONS TO END OF FRAME WITH GLAD HANDS FOR TRUCK AND DUST COVERS
296-027	PRIMARY CONNECTOR/RECEPTACLE WIRED FOR COMBINATION STOP/TURN, CENTER PIN POWERED THROUGH IGNITION WITH STOP SIGNAL PREWIRE PACKAGE
303-025	SAE J560 7-WAY PRIMARY TRAILER CABLE RECEPTACLE MOUNTED END OF FRAME
310-998	NO TRAILER ELECTRICAL CABLE

Wheelbase & Frame

545-465	4650MM (183 INCH) WHEELBASE		
546-102	7/16X3-9/16X11-1/8 INCH STEEL FRAME (11.11MMX282.6MM/0.437X11.13 INCH) 120KSI	320	140
548-803	TEM TO EVALUATE AND INSTALL FRAME RAIL REINFORCEMENT AS NEEDED FOR FRONT FRAME MOUNTED EQUIPMENT		
552-030	1600MM (63 INCH) REAR FRAME OVERHANG		
55W-006	FRAME OVERHANG RANGE: 61 INCH TO 70 INCH		
549-002	24 INCH INTEGRAL FRONT FRAME EXTENSION	140	-20
AC8-99D	CALC'D BACK OF CAB TO REAR SUSP C/L (CA) : 117.52 in		
AE8-99D	CALCULATED EFFECTIVE BACK OF CAB TO REAR SUSPENSION C/L (CA) : 114.52 in		
AE4-99D	CALC'D FRAME LENGTH - OVERALL : 311.22 in		
FSS-0LH	CALCULATED FRAME SPACE LH SIDE : 24.7 in		
FSS-0RH	CALCULATED FRAME SPACE RH SIDE : 84.05 in		
AM6-99D	CALC'D SPACE AVAILABLE FOR DECKPLATE : 0.0 in		
553-001	SQUARE END OF FRAME		
587-003	REAR TOW HOOKS		10
550-001	FRONT CLOSING CROSSMEMBER		

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Data Code	Description	Weight Front	Weight Rear
559-003	LIGHTWEIGHT HEAVY DUTY ALUMINUM ENGINE CROSSMEMBER	-12	
562-001	STANDARD MIDSHIP #1 CROSSMEMBER(S)		
572-001	STANDARD REARMOST CROSSMEMBER		
565-001	STANDARD SUSPENSION CROSSMEMBER		
Chassis Equipment			
556-997	OMIT FRONT BUMPER, CUSTOMER INSTALLED SPECIAL BUMPER, DOES NOT COMPLY WITH FMCSR 393.203	-110	
558-001	FRONT TOW HOOKS - FRAME MOUNTED	15	
585-998	NO MUDFLAP BRACKETS		
590-998	NO REAR MUDFLAPS		
551-007	GRADE 8 THREADED HEX HEADED FRAME FASTENERS		
44Z-002	EXTERIOR HARNESSSES WRAPPED IN ABRASION TAPE		
607-001	CLEAR FRAME RAILS FROM BACK OF CAB TO FRONT REAR SUSPENSION BRACKET, BOTH RAILS OUTBOARD		
Fifth Wheel			
578-998	NO FIFTH WHEEL		
Fuel Tanks			
204-156	100 GALLON/378 LITER ALUMINUM FUEL TANK - LH	20	
218-006	25 INCH DIAMETER FUEL TANK(S)		
215-007	PLAIN ALUMINUM/PAINTED STEEL FUEL/HYDRAULIC TANK(S) WITH POLISHED STAINLESS STEEL BANDS		
212-007	FUEL TANK(S) FORWARD		
664-001	PLAIN STEP FINISH		
205-002	CHROME FUEL TANK CAP(S)		
122-1J1	DETROIT FUEL/WATER SEPARATOR WITH WATER IN FUEL SENSOR, HAND PRIMER AND 12 VOLT PREHEATER"	-5	
216-020	EQUIFLO INBOARD FUEL SYSTEM		
202-016	HIGH TEMPERATURE REINFORCED NYLON FUEL LINE		
Tires			
093-1YU	CONTINENTAL HAU 3 WT 315/80R22.5 20 PLY RADIAL FRONT TIRES	100	



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	Data Code	Description	Weight Front	Weight Rear
	094-12P	CONTINENTAL HDR2+ 11R22.5 14 PLY RADIAL REAR TIRES		92
*	510-1YU	CONTINENTAL HAU 3 WT 315/80R22.5 20 PLYRADIAL SPARE TIRE		163

Hubs

418-060	CONMET PRESET PLUS PREMIUM IRON FRONT HUBS
450-060	CONMET PRESET PLUS PREMIUM IRON REAR HUBS

Wheels

502-579	MAXION WHEELS 10041 22.5X9.00 10-HUB PILOT 5.25 INSET 5-HAND STEEL DISC FRONT WHEELS	66	
505-428	ACCURIDE 28828 22.5X8.25 10-HUB PILOT 2-HAND HD STEEL DISC REAR WHEELS		52
511-433	ACCURIDE 29039 22.5X9.00 10-HUB PILOT 5.25 INSET 5-HAND STEEL DISC SPARE WHEEL		103
496-011	FRONT WHEEL MOUNTING NUTS		
497-011	REAR WHEEL MOUNTING NUTS		
498-011	NYLON WHEEL GUARDS FRONT AND REAR ALL INTERFACES		

Cab Exterior

829-1A5	108 INCH BBC FLAT ROOF ALUMINUM CONVENTIONAL CAB		
650-008	AIR CAB MOUNTING		
648-002	NONREMOVABLE BUGSCREEN MOUNTED BEHIND GRILLE		
667-037	SHORT FENDER WITH MUDFLAP		
678-067	SAFETY YELLOW LH AND RH INTERIOR GRAB HANDLES AND LH AND RH EXTERIOR GRAB HANDLES WITH SINGLE RUBBER INSERT		
646-041	STATIONARY BLACK GRILLE		
65X-004	BLACK HOOD MOUNTED AIR INTAKE GRILLE		
644-004	FIBERGLASS HOOD		
652-001	FREIGHTLINER NAME PLATES		
690-017	HOOD LINER, ADDED FIREWALL AND FLOOR HEAT INSULATION	5	
727-1AF	SINGLE 14 INCH ROUND HADLEY AIR HORN UNDER LH DECK		
726-001	SINGLE ELECTRIC HORN		
575-001	REAR LICENSE PLATE MOUNT END OF FRAME		



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Data Code	Description	Weight Front	Weight Rear
312-068	HALOGEN COMPOSITE HEADLAMPS WITH BLACK BEZELS		
302-047	LED AERODYNAMIC MARKER LIGHTS		
314-824	WIRING AND SWITCH FOR CUSTOMER FURNISHED SNOW PLOW LAMPS WITH DUAL CONNECTIONS AT BUMPER		
311-020	HEADLIGHTS ON WITH WIPERS, WITH DAYTIME RUNNING LIGHTS WITH ROCKER/TOGGLE MOMENTARY INTERRUPTER SWITCH		
294-090	OMIT STOP/TAIL/BACKUP LIGHTS AND PROVIDE WIRING FOR COMBINED STOP/TURN LIGHTS TO FOUR FEET BEYOND END OF FRAME		-5
300-015	STANDARD FRONT TURN SIGNAL LAMPS		
744-1BC	DUAL WEST COAST BRIGHT FINISH HEATED MIRRORS WITH LH AND RH REMOTE		
797-001	DOOR MOUNTED MIRRORS		
796-001	102 INCH EQUIPMENT WIDTH		
743-204	LH AND RH 8 INCH BRIGHT FINISH CONVEX MIRRORS MOUNTED UNDER PRIMARY MIRRORS		
74B-1B4	RH AND LH 8 INCH HEATED STAINLESS STEEL FENDER MOUNTED CONVEX MIRRORS WITH TRIPOD BRACKETS	12	
729-001	STANDARD SIDE/REAR REFLECTORS		
* 677-054	RH AFTERTREATMENT SYSTEM CAB ACCESS WITH PLAIN DIAMOND PLATE COVER		
275-061	PARK BRAKE REMINDER WARNING SYSTEM		
768-043	63X14 INCH TINTED REAR WINDOW		
661-003	TINTED DOOR GLASS LH AND RH WITH TINTED NON-OPERATING WING WINDOWS		
654-011	RH AND LH ELECTRIC POWERED WINDOWS		
663-029	1-PIECE BONDED HEATED WIPER PARK SOLAR GREEN GLASS WINDSHIELD		
659-007	8 LITER (2 GAL) WINDSHIELD WASHER RESERVOIR, CAB MOUNTED, WITHOUT FLUID LEVEL INDICATOR		

Cab Interior

055-017	PROFESSIONAL TRIM PACKAGE
707-105	MIST AND CARBON CLOTH INTERIOR "PROFESSIONAL"
70K-016	CARBON WITH BASE BLACK ACCENT
706-013	MOLDED PLASTIC DOOR PANEL
708-013	MOLDED PLASTIC DOOR PANEL

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	Data Code	Description	Weight Front	Weight Rear
	772-006	BLACK MATS WITH SINGLE INSULATION		
	785-026	(1)DASH MOUNTED 12V POWER OUTLET, (1)DASH MOUNTED DUAL USB-C OUTLET		
	691-001	FORWARD ROOF MOUNTED CONSOLE		
	693-019	LH AND RH DOOR STORAGE POCKETS INTEGRATED INTO MOLDED DOOR PANELS		
	738-021	DIGITAL ALARM CLOCK IN DRIVER DISPLAY		
	742-007	(2) CUP HOLDERS LH AND RH DASH		
	680-029	M2/SD DASH		
	700-002	HEATER, DEFROSTER AND AIR CONDITIONER		
	701-008	STANDARD HVAC DUCTING WITH SNOW SHIELD FOR FRESH AIR INTAKE		
	703-005	MAIN HVAC CONTROLS WITH RECIRCULATION SWITCH		
	170-015	STANDARD HEATER PLUMBING		
	130-041	VALEO HEAVY DUTY A/C REFRIGERANT COMPRESSOR		
	702-002	BINARY CONTROL, R-134A		
	739-034	PREMIUM INSULATION		
	285-013	SOLID-STATE CIRCUIT PROTECTION AND FUSES		
	280-007	12V NEGATIVE GROUND ELECTRICAL SYSTEM		
	324-1B3	STANDARD LED CAB LIGHTING		
	787-998	NO SECURITY DEVICE		
	657-001	DOOR LOCKS AND IGNITION SWITCH KEYED THE SAME		
	78G-004	KEY QUANTITY OF 4		
	655-005	LH AND RH ELECTRIC DOOR LOCKS		
	740-998	NO MATTRESS	-20	-15
	722-028	TRIANGULAR REFLECTORS KIT WITHOUT FLARES SHIPPED LOOSE IN CAB	10	
	756-338	BASIC ISRINGHAUSEN HIGH BACK AIR SUSPENSION DRIVERS SEAT WITH MECHANICAL LUMBAR AND INTEGRATED CUSHION EXTENSION	30	
N	760-337	BASIC ISRINGHAUSEN HIGH BACK NON SUSPENSION TOOL BOX PASSENGER SEAT		
	759-006	DUAL DRIVER SEAT ARMRESTS AND INBOARD PASSENGER SEAT ARMREST	6	
	711-004	LH AND RH INTEGRAL DOOR PANEL ARMRESTS		
	758-1AK	BLACK VINYL DRIVER SEAT COVER		
	761-1AK	BLACK VINYL PASSENGER SEAT COVER		

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Data Code	Description	Weight Front	Weight Rear
763-104	HIGH VISIBILITY ORANGE SEAT BELTS WITH DRIVER INDICATOR LIGHT AND AUDIBLE ALARM		
532-002	ADJUSTABLE TILT AND TELESCOPING STEERING COLUMN		
540-044	4-SPOKE 18 INCH (450MM) BLACK STEERING WHEEL WITH SWITCHES		
765-002	DRIVER AND PASSENGER INTERIOR SUN VISORS		

Instruments & Controls

*	4CH-004	4 EXTRA PROGRAMMABLE SWITCHES/INDICATORS \$C4U0214ZZ,C3N0212ZZ,B5N5012ZZ,B5M5011ZZ	
	106-002	ELECTRONIC ACCELERATOR CONTROL	
	732-998	NO INSTRUMENT PANEL-DRIVER	
	734-023	CONFIGURABLE LOWER PANEL WITH INTEGRATED UPPER STORAGE	
	87L-001	ENGINE REMOTE INTERFACE WITH PARK BRAKE INTERLOCK	
	870-001	BLACK GAUGE BEZELS	
	486-001	LOW AIR PRESSURE INDICATOR LIGHT AND AUDIBLE ALARM	
	840-001	DUAL NEEDLE PRIMARY AND SECONDARY AIR PRESSURE GAUGE	
	198-035	ELECTRONIC AIR RESTRICTION INDICATOR DISPLAYED IN DRIVER DISPLAY	
*	721-003	87 DECIBELS TO 112 DECIBELS AUTOMATIC SELF-ADJUSTING BACKUP ALARM MOUNT INBOARD RAILS	3
	149-015	ELECTRONIC CRUISE CONTROL WITH CONTROLS ON STEERING WHEEL SPOKES	
	156-007	KEY OPERATED IGNITION SWITCH AND INTEGRAL START POSITION; 4 POSITION OFF/RUN/START/ACCESSORY	
	811-044	PREMIUM INSTRUMENT CLUSTER WITH 5.0 INCH TFT COLOR DISPLAY	
	81B-003	DIGITAL PANEL LAMP DIMMER SWITCH IN DRIVER DISPLAY	
	160-038	HEAVY DUTY ONBOARD DIAGNOSTICS INTERFACE CONNECTOR LOCATED BELOW LH DASH	
	844-001	2 INCH ELECTRIC FUEL GAUGE	
	148-073	ENGINE REMOTE INTERFACE FOR REMOTE THROTTLE	

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	Data Code	Description	Weight Front	Weight Rear
	48H-001	QUICKFIT POWERTRAIN INTERFACE CONNECTOR LOCATED BETWEEN SEATS WITH CAPS		
	48C-007	QUICKFIT PROGRAMMABLE INTERFACE CONNECTOR 1 UNDER CAB, CONNECTOR 2 BETWEEN SEATS, BOTH W/CAPS		
	163-014	ENGINE REMOTE INTERFACE CONNECTOR AT POWERTRAIN INTERFACE CONNECTOR		
	856-001	ELECTRICAL ENGINE COOLANT TEMPERATURE GAUGE		
	852-002	ELECTRIC ENGINE OIL PRESSURE GAUGE		
	864-022	DIGITAL TRANSMISSION OIL TEMPERATURE IN DRIVER DISPLAY		
	867-004	ELECTRONIC OUTSIDE TEMPERATURE SENSOR DISPLAY IN DRIVER MESSAGE CENTER		
	830-017	ENGINE AND TRIP HOUR METERS INTEGRAL WITHIN DRIVER DISPLAY		
	372-123	PTO CONTROLS FOR ENHANCED VEHICLE ELECTRIC/ELECTRONIC ARCHITECTURE		
	73H-010	PRE-WIRE LEFT, RIGHT, REVERSE SIGNALS LOCATED IN CENTER DASH FOR CUSTOMER USE		
	736-998	NO OBSTACLE DETECTION SYSTEM		
	72J-998	NO DR ASSIST SYSTEM		
	49B-998	NO VEHICLE STABILITY ADVISOR OR CONTROL		
	73B-998	NO LANE DEPARTURE WARNING SYSTEM		
	72K-998	NO REVERSE PROXIMITY SENSOR		
	679-998	NO OVERHEAD INSTRUMENT PANEL		
	35M-012	1 QUICKFIT PROGRAMMABLE MODULE (QPMXMC) W/ (8) 20AMP FUSED RELAYS		
	786-113	GENERIC TELEMATICS PREWIRE (CONSTANT BATTERY POWER/IGNITION/GROUND/J1939); RP1226 TYPE CONNECTOR AT PASSENGER SIDE OF DASH		
	1U1-005	RAM MOUNT OVERHEAD CONSOLE WITHOUT POWER AND GROUND		
N	746-136	AM/FM/WB WORLD TUNER RADIO WITH AUXILIARY INPUT, J1939		
	747-001	DASH MOUNTED RADIO		
	750-002	(2) RADIO SPEAKERS IN CAB		
*	753-001	AM/FM ANTENNA MOUNTED ON FORWARD LH ROOF		

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Data Code	Description	Weight Front	Weight Rear
748-006	POWER AND GROUND WIRING PROVISION OVERHEAD		
749-001	ROOF/OVERHEAD CONSOLE CB RADIO PROVISION		
752-004	SINGLE FIBERGLASS LH MIRROR MOUNTED CB ANTENNA WITH BRACKET AND LEAD	2	
75W-998	NO MULTIBAND ANTENNA		
78C-998	NO DIGITAL SATELLITE AUDIO RECEIVER ANTENNA		
810-027	ELECTRONIC MPH SPEEDOMETER WITH SECONDARY KPH SCALE, WITHOUT ODOMETER		
* 817-001	STANDARD VEHICLE SPEED SENSOR VERIFY SECOND SPEED SIGNAL TO INSIDE THE CAB SIMILAR TO 817-008		
812-001	ELECTRONIC 3000 RPM TACHOMETER		
813-1C8	DETROIT CONNECT PLATFORM HARDWARE		
8D1-313	3 YEARS DAIMLER CONNECTIVITY BASE PACKAGE ON (FEATURES VARY BY MODEL) POWERED BY DETROIT CONNECT ON CUMMINS ENGINES		
8DE-998	NO ASE DATA SVCE EXTENSION		
RDE-998	NO EXTENSIONS		
6TS-005	TMC RP1226 ACCESSORY CONNECTOR LOCATED BEHIND PASSENGER SIDE REMOVEABLE DASH PANEL		
162-002	IGNITION SWITCH CONTROLLED ENGINE STOP		
4C1-998	NO HARDWIRE SWITCH #1		
4C2-998	NO HARDWIRE SWITCH #2		
4C3-998	NO HARDWIRE SWITCH #3		
81Y-006	PRE-TRIP INSPECTION FEATURE FOR EXTERIOR LAMPS AND SERVICE BRAKES		
264-030	(1) OVERHEAD MOUNTED LANYARD CONTROL FOR DRIVER AIR HORN		
482-001	BW TRACTOR PROTECTION VALVE		
883-001	TRAILER HAND CONTROL BRAKE VALVE		
842-006	DIGITAL TURBO AIR PRESSURE IN DRIVER DISPLAY		
836-015	DIGITAL VOLTAGE DISPLAY INTEGRAL WITH DRIVER DISPLAY		
660-001	SINGLE ELECTRIC WINDSHIELD WIPER MOTOR WITH DELAY AND ARCTIC TYPE BLADES		

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Data Code	Description	Weight Front	Weight Rear
304-030	ROTARY HEADLAMP SWITCH, MARKER LIGHTS/HEADLIGHTS SWITCH WITH PULL OUT FOR OPTIONAL FOG/ROAD LAMPS		
882-021	TWO VALVE PARKING BRAKE SYSTEM WITH DASH VALVE CONTROL AUTONEUTRAL AND WARNING INDICATOR		
299-020	SELF CANCELING TURN SIGNAL SWITCH WITH DIMMER, HEADLAMP FLASH, WASH/WIPE/INTERMITTENT		
298-046	INTEGRAL ELECTRONIC TURN SIGNAL FLASHER WITH 40 AMP (20 AMP PER SIDE) TRAILER LAMP CAPACITY		
87T-998	NO WRG/SW-OPTL #2, CHAS, AIR		

Design

065-000 PAINT: ONE SOLID COLOR

Color

980-5F6 CAB COLOR A: L0006EY WHITE ELITE EY
986-020 BLACK, HIGH SOLIDS POLYURETHANE CHASSIS PAINT
962-972 POWDER WHITE (N0006EA) FRONT WHEELS/RIMS (PKWHT21, TKWHT21, W, TW)
966-972 POWDER WHITE (N0006EA) REAR WHEELS/RIMS (PKWHT21, TKWHT21, W, TW)
96F-972 POWDER WHITE (N0006EA) SPARE WHEEL/RIM (PKWHT21, TKWHT21, W, TW)
963-003 STANDARD E COAT/UNDERCOATING

Certification / Compliance

996-001 U.S. FMVSS CERTIFICATION, EXCEPT SALES CABS AND GLIDER KITS

Secondary Factory Options

999-006 CHASSIS IS HIGHER AT FRONT THAN AT REAR; SLOPE > 0.5%; DEALER ADVISED AND ACCEPTS

Sales Programs

NO SALES PROGRAMS HAVE BEEN SELECTED

TOTAL VEHICLE SUMMARY

Weight Summary

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	Weight Front	Weight Rear	Total Weight
Factory Weight ⁺	8122 lbs	4536 lbs	12658 lbs
Total Weight ⁺	8122 lbs	4536 lbs	12658 lbs

(+) Weights shown are estimates only.

If weight is critical, contact Customer Application Engineering.

(***) All cost increases for major components (Engines, Transmissions, Axles, Front and Rear Tires) and government mandated requirements, tariffs, and raw material surcharges will be passed through and added to factory invoices.

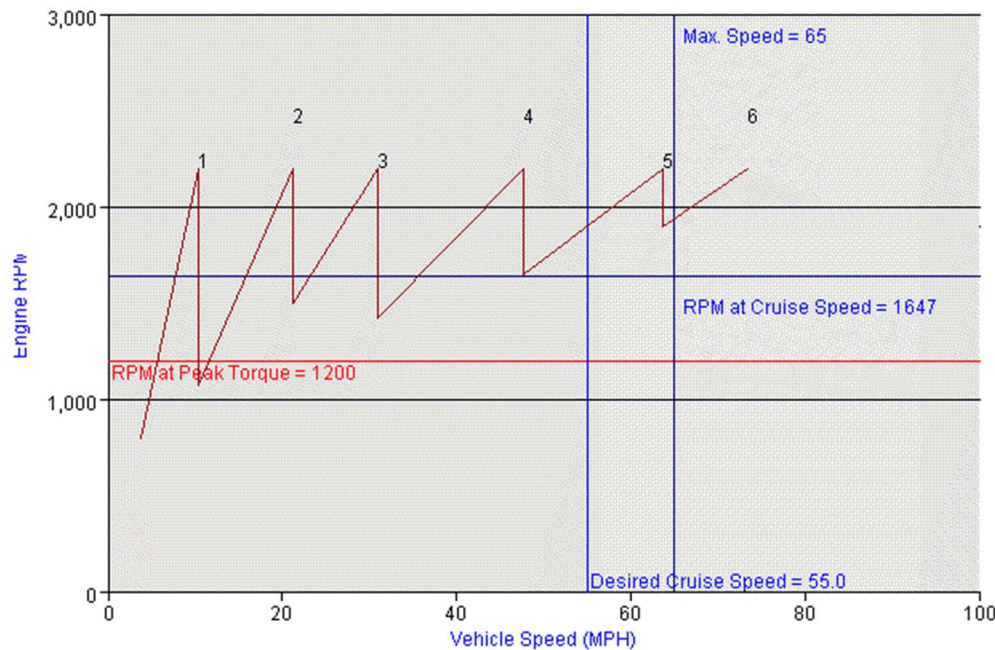


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SHIFT CHART



VEHICLE SPECIFICATIONS SUMMARY - SHIFT CHART

Cab Size (829).....	108 INCH BBC FLAT ROOF ALUMINUM CONVENTIONAL CAB
Desired Cruise Speed (mph)	55.0
Engine (101).....	CUM L9 330 HP @ 2200 RPM; 2200 GOV RPM, 1000 LB-FT @ 1200 RPM
RPM at Peak Torque	1200
Governed RPM.....	2200
Transmission (342).....	ALLISON 3500 RDS AUTOMATIC TRANSMISSION WITH PTO PROVISION
Gear Ratio: LL	N/A
Gear Ratio: L	N/A
Gear Ratio: 1	4.59
Gear Ratio: 2	2.25



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Gear Ratio: 3 1.54
Gear Ratio: 4 1
Gear Ratio: 5 0.75
Gear Ratio: 6 0.65
Gear Ratio: 7 N/A
Gear Ratio: 8 N/A
Gear Ratio: 9 N/A
Gear Ratio: 10 N/A
Gear Ratio: 11 N/A
Gear Ratio: 12 N/A
Gear Ratio: 13 N/A
Gear Ratio: 14 N/A
Gear Ratio: 15 N/A
Gear Ratio: 16 N/A
Gear Ratio: 17 N/A
Gear Ratio: 18 N/A
Auxiliary Transmission (352) NO AUXILIARY TRANSMISSION
Low Gear Ratio N/A
High Gear Ratio N/A
Transfer Case (373) NO TRANSFER CASE
Low Gear Ratio N/A
High Gear Ratio N/A
Rear Axle (420) MERITOR RS-23-160 23,000# R-SERIES SINGLE REAR AXLE
Number of Speeds 1
Rear Axle Gear Ratio(s) 5.63 REAR AXLE RATIO
Rear Tires (094) CONTINENTAL HDR2+ 11R22.5 14 PLY RADIAL REAR TIRES
Revolutions per Mile 491

TABLE SUMMARY - SHIFT CHART

Transmission Gear	Transmission Gear Ratio	Rear Axle Ratio	Overall Gear Ratio	Percent Split	RPM After Shift	MPH at Peak Torque RPM	MPH at Governed
1	4.59	5.63	25.84	N/A	800	5.7	10.4
2	2.25	5.63	12.67	104.0	1078	11.6	21.2
3	1.54	5.63	8.67	46.1	1506	16.9	31.0
4	1.00	5.63	5.63	54.0	1429	26.0	47.8
5	0.75	5.63	4.22	33.3	1650	34.7	63.7
6	0.65	5.63	3.66	15.4	1907	40.1	73.5

Performance calculations are estimates only. If performance calculations are critical, please contact Customer Application Engineering.

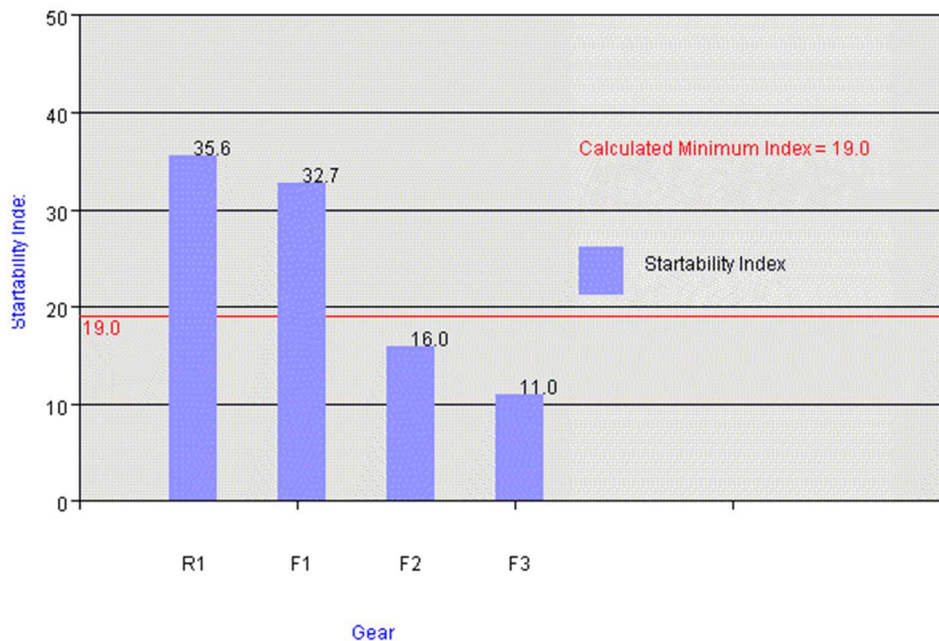


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STARTABILITY



VEHICLE SPECIFICATIONS SUMMARY - STARTABILITY

Cab Size (829).....	108 INCH BBC FLAT ROOF ALUMINUM CONVENTIONAL CAB
Expected Front Axle(s) Load (lbs).....	16000.0
Expected Pusher Axle(s) Load (lbs).....	0.0
Expected Rear Axle(s) Load (lbs).....	23000.0
Expected Tag Axle(s) Load (lbs).....	0.0
Expected GVW (lbs).....	39000
Expected GCW (lbs).....	55000.0
Engine (101).....	CUM L9 330 HP @ 2200 RPM; 2200 GOV RPM, 1000 LB-FT @ 1200 RPM
Torque at Clutch Engagement (lbs-ft).....	549
Transmission (342).....	ALLISON 3500 RDS AUTOMATIC TRANSMISSION WITH PTO PROVISION



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Gear Ratio: Forward 1	4.59
Gear Ratio: Forward 2	2.25
Gear Ratio: Forward 3	1.54
Gear Ratio: Reverse 1	5
Gear Ratio: Reverse 2	N/A
Gear Ratio: Reverse 3	N/A
Auxiliary Transmission (352).....	NO AUXILIARY TRANSMISSION
Low Gear Ratio.....	N/A
High Gear Ratio.....	N/A
Transfer Case (373).....	NO TRANSFER CASE
Low Gear Ratio.....	N/A
High Gear Ratio.....	N/A
Rear Axle (420)	MERITOR RS-23-160 23,000# R-SERIES SINGLE REAR AXLE
Number of Speeds.....	1
Rear Axle Gear Ratio(s).....	5.63 REAR AXLE RATIO
Rear Tires (094)	CONTINENTAL HDR2+ 11R22.5 14 PLY RADIAL REAR TIRES
Revolutions per Mile	491
Vehicle Service (A85)	UTILITY/REPAIR/MAINTENANCE SERVICE
Startability Factor.....	8
Terrain (AA5).....	TERRAIN/DUTY: 10% (SOME) OF THE TIME, IN TRANSIT, IS SPENT ON NON-PAVED ROADS
Startability Factor.....	1
Most Severe Grade Expected (AB1)	MAXIMUM 8% EXPECTED GRADE
Startability Factor.....	8
Road Surface (AB5).....	MAINTAINED GRAVEL OR CRUSHED ROCK - MOST SEVERE IN-TRANSIT (BETWEEN SITES) ROAD SURFACE
Startability Factor.....	2
Suggested Torque Converter Stall Ratio.....	2.02

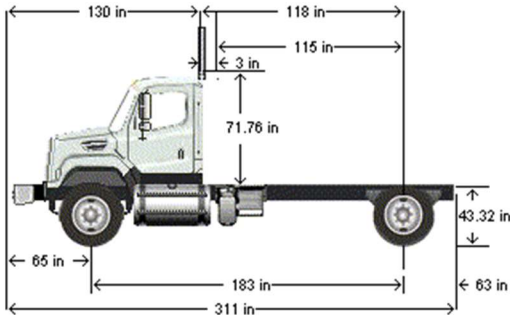
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D I M E N S I O N S



VEHICLE SPECIFICATIONS SUMMARY - DIMENSIONS

Wheelbase (545)	4650MM (183 INCH) WHEELBASE
Rear Frame Overhang (552)	1600MM (63 INCH) REAR FRAME OVERHANG
Fifth Wheel (578)	NO FIFTH WHEEL
Mounting Location (577)	NO FIFTH WHEEL LOCATION
Maximum Forward Position (in)	0
Maximum Rearward Position (in)	0
Amount of Slide Travel (in)	0
Slide Increment (in)	0
Desired Slide Position (in)	0.0
Cab Size (829)	108 INCH BBC FLAT ROOF ALUMINUM CONVENTIONAL CAB
Sleeper (682)	NO SLEEPER BOX/SLEEPERCAB
Exhaust System (016)	RH OUTBOARD UNDER STEP MOUNTED HORIZONTAL AFTERTREATMENT SYSTEM ASSEMBLY WITH RH B-PILLAR MOUNTED VERTICAL TAILPIPE

TABLE SUMMARY - DIMENSIONS



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Dimensions	Inches
Bumper to Back of Cab (BBC)	130.1
Bumper to Centerline of Front Axle (BA)	64.6
Front Axle to Back of Cab (AC)	65.6
Min. Cab to Body Clearance (CB)	3.0
Back of Cab to Centerline of Rear Axle(s) (CA)	117.5
Effective Back of Cab to Centerline of Rear Axle(s) (Effective CA)	114.5
Back of Cab Protrusions (Exhaust/Intake) (CP)	2.0
Back of Cab Protrusions (Side Extenders/Trim Tab) (CP)	0.0
Back of Cab Protrusions (CNG Tank)	0.0
Back of Cab Clearance (CL)	3.0
Back of Cab to End of Frame	180.5
Cab Height (CH)	71.8
Wheelbase (WB)	183.1
Frame Overhang (OH)	63.0
Overall Frame Length	311.2
Overall Length (OAL)	310.6
Rear Axle Spacing	0.0
Unladen Frame Height at Centerline of Rear Axle	43.3

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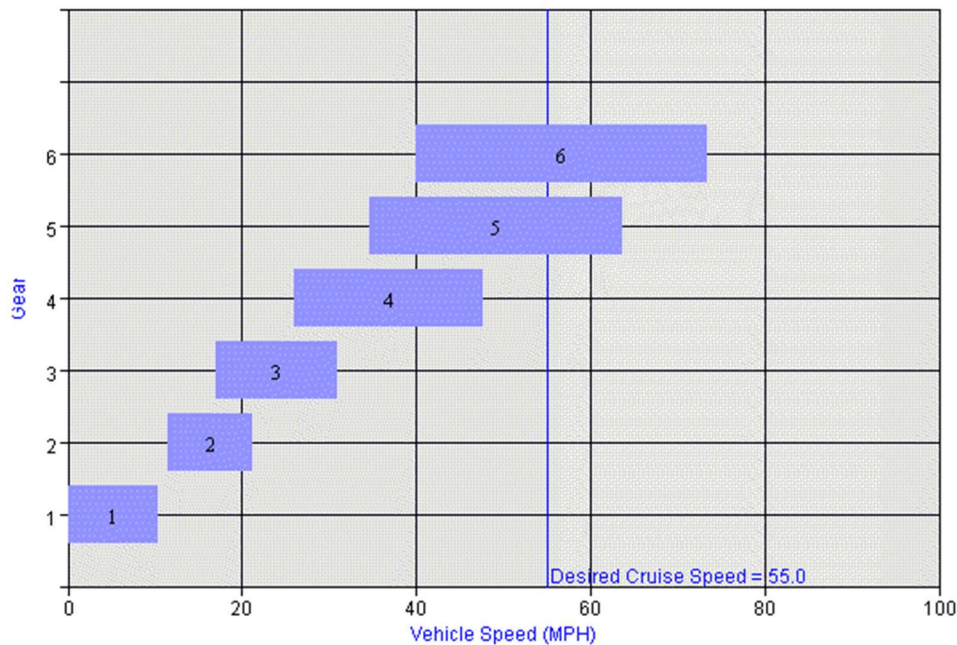


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OPERATING RANGE



VEHICLE SPECIFICATIONS SUMMARY - OPERATING RANGE

Cab Size (829)..... 108 INCH BBC FLAT ROOF ALUMINUM CONVENTIONAL CAB
Desired Cruise Speed (mph) 55.0
Engine (101)..... CUM L9 330 HP @ 2200 RPM; 2200 GOV RPM, 1000 LB-FT @ 1200 RPM
RPM at Peak Torque 1200
Governed RPM..... 2200
Transmission (342)..... ALLISON 3500 RDS AUTOMATIC TRANSMISSION WITH PTO PROVISION
Gear Ratio: LL N/A
Gear Ratio: L N/A
Gear Ratio: 1 4.59
Gear Ratio: 2 2.25

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Gear Ratio: 3 1.54
Gear Ratio: 4 1
Gear Ratio: 5 0.75
Gear Ratio: 6 0.65
Gear Ratio: 7 N/A
Gear Ratio: 8 N/A
Gear Ratio: 9 N/A
Gear Ratio: 10 N/A
Gear Ratio: 11 N/A
Gear Ratio: 12 N/A
Gear Ratio: 13 N/A
Gear Ratio: 14 N/A
Gear Ratio: 15 N/A
Gear Ratio: 16 N/A
Gear Ratio: 17 N/A
Gear Ratio: 18 N/A
Auxiliary Transmission (352) NO AUXILIARY TRANSMISSION
Low Gear Ratio N/A
High Gear Ratio N/A
Transfer Case (373) NO TRANSFER CASE
Low Gear Ratio N/A
High Gear Ratio N/A
Rear Axle (420) MERITOR RS-23-160 23,000# R-SERIES SINGLE REAR AXLE
Number of Speeds 1
Rear Axle Gear Ratio(s) 5.63 REAR AXLE RATIO
Rear Tires (094) CONTINENTAL HDR2+ 11R22.5 14 PLY RADIAL REAR TIRES
Revolutions per Mile 491

TABLE SUMMARY - OPERATING RANGE

Transmission Gear	Transmission Gear Ratio	Rear Axle Ratio	Overall Gear Ratio	Minimum Speed (MPH)	Maximum Speed (MPH)
1	4.59	5.63	25.84	0	10.4
2	2.25	5.63	12.67	11.6	21.2
3	1.54	5.63	8.67	16.9	31.0
4	1.00	5.63	5.63	26.0	47.8
5	0.75	5.63	4.22	34.7	63.7
6	0.65	5.63	3.66	40.1	73.5

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GVWR

VEHICLE SPECIFICATIONS SUMMARY - GVWR

Cab Size (829)..... 108 INCH BBC FLAT ROOF ALUMINUM CONVENTIONAL CAB
Expected Front Axle(s) Load (lbs)..... 16000.0
Expected Pusher Axle(s) Load (lbs)..... 0.0
Expected Rear Axle(s) Load (lbs)..... 23000.0
Expected Tag Axle(s) Load (lbs)..... 0.0
Expected GVW (lbs)..... 39000
Expected GCW (lbs)..... 55000.0
Front Axle (400)..... DETROIT DA-F-16.0-5 16,000# FL1 71.0 KPI/3.74 DROP SINGLE FRONT AXLE
Front Suspension (620)..... 16,000# TAPERLEAF FRONT SUSPENSION
Front Hubs (418)..... CONMET PRESET PLUS PREMIUM IRON FRONT HUBS
Front Disc Wheels (502) MAXION WHEELS 10041 22.5X9.00 10-HUB PILOT 5.25 INSET 5-HAND STEEL DISC FRONT WHEELS
Front Tires (093)..... CONTINENTAL HAU 3 WT 315/80R22.5 20 PLY RADIAL FRONT TIRES
Front Brakes (402)..... MERITOR EX-L AIR DISC FRONT BRAKES
Steering Gear (536)..... TRW THP-60 POWER STEERING WITH RCH45 AUXILIARY GEAR
Rear Axle (420)..... MERITOR RS-23-160 23,000# R-SERIES SINGLE REAR AXLE
Rear Suspension (622)..... 23,000# 52 INCH VARIABLE RATE MULTI-LEAF SPRING REAR SUSPENSION WITH LEAF SPRING HELPER
Rear Hubs (450)..... CONMET PRESET PLUS PREMIUM IRON REAR HUBS
Rear Disc Wheels (505)..... ACCURIDE 28828 22.5X8.25 10-HUB PILOT 2-HAND HD STEEL DISC REAR WHEELS
Rear Tires (094)..... CONTINENTAL HDR2+ 11R22.5 14 PLY RADIAL REAR TIRES
Rear Brakes (423)..... MERITOR EX-L OPTIMIZED AXIAL AIR DISC REAR BRAKES
Pusher / Tag Axle (443)..... NO PUSHER OR TAG AXLE
Pusher / Tag Suspension (626)..... NO PUSHER OR TAG SUSPENSION
Pusher / Tag Hubs (449)..... NO PUSHER OR TAG HUBS
Dead/Pusher/Tag Disc Wheels (509)..... NO PUSHER/TAG DISC WHEELS
Pusher / Tag Tires (095)..... NO PUSHER/TAG TIRES
Pusher / Tag Brakes (456)..... NO PUSHER/TAG BRAKES

TABLE SUMMARY - GVWR

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	Front	Rear
Axle Component Weight Ratings		
Axles	16000	23000
Suspension	16000	23000
Hubs	23000	26000
Brakes	23000	20000
Wheels	20000	32000
Tires	20000	23360
Power Steering	22000	N/A
GAWR (per axle)	16000	20000
GAWR (per axle system)	16000	20000
Expected Load (per axle system)	16000	23000
GVWR due to Frame	90000	
GVWR due to Transmission	80000	
Vehicle GVWR Summary		
Calculated GVWR	36000	
Expected GVWR	39000	
All weights displayed in pounds		

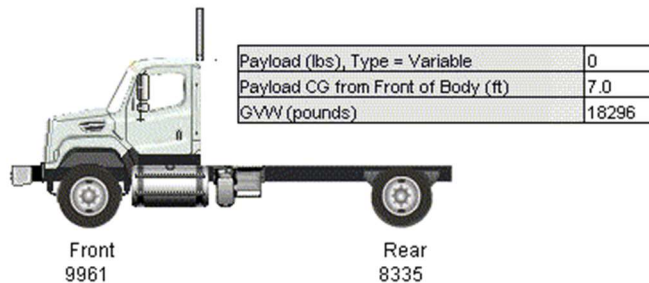
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TRUCK WEIGHT



VEHICLE SPECIFICATIONS SUMMARY - TRUCK WEIGHT

Cab Size (829)	108 INCH BBC FLAT ROOF ALUMINUM CONVENTIONAL CAB
Expected Front Axle(s) Load (lbs)	16000.0
Expected Pusher Axle(s) Load (lbs)	0.0
Expected Rear Axle(s) Load (lbs)	23000.0
Expected Tag Axle(s) Load (lbs)	0.0
Expected GVW (lbs)	39000
Expected GCW (lbs)	55000.0
Wheelbase (545)	4650MM (183 INCH) WHEELBASE
Pusher / Tag Axle (443)	NO PUSHER OR TAG AXLE
Front Axle to Back of Cab (in)	65.551
Cab to Body Clearance (in)	3.0
Front Axle to Body (in)	68.551
Truck Configuration (AA3)	FRONT PLOW/END DUMP BODY
Body Length (ft)	14.0
Body Weight (lbs)	4300.0
Body Horiz CG from Body Front (ft)	5.9
Body Front to Rear Axle(s) CL (ft)	9.54
Driver Weight (lbs)	500.0
Driver Horizontal CG from Front Axle (in)	22.498
Left-Hand Primary Fuel/Hydraulic Tank (204)	100 GALLON/378 LITER ALUMINUM FUEL TANK - LH
Left Fuel Tank Horizontal CG (in)	96.685
Right-Hand Primary Fuel/Hydraulic Tank (206)	NO RH FUEL TANK
Right Fuel Tank Horizontal CG (in)	0

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TABLE SUMMARY - TRUCK WEIGHT

Item	Front(s)	Rear(s)	Total
Chassis Tare	8122	4536	12658
Fuel / Oil	373	465	838
Driver	439	61	500
Dealer Installed Options	0	0	0
Accessories Total	0	0	0
Body Tare	1027	3273	4300
Truck Tare Weight	9961	8335	18296
Payload Total	0	0	0
Calculated Axle Loads	9961	8335	18296
Expected Axle Loads / GVW	16000	23000	55000
GAWR / GVWR	16000	20000	36000
Payload CG From Front of Body	7 feet		
Payload CG From Front Axle	12.7 feet		
Payload Distribution	Variable		
All weights displayed in pounds			

Item	Front(s)	Rear(s)	Total
Chassis Tare	8122	4536	12658
Fuel / Oil	373	465	838
Driver	439	61	500
Dealer Installed Options	0	0	0
Accessories Total	0	0	0
Body Tare	1027	3273	4300
Truck Tare Weight	9961	8335	18296
Payload Total	0	0	0
Calculated Axle Loads	9961	8335	18296
Expected Axle Loads / GVW	16000	23000	55000
GAWR / GVWR	16000	20000	36000
Payload CG From Front of Body	7 feet		
Payload CG From Front Axle	12.7 feet		
Payload Distribution	Variable		
All weights displayed in pounds			

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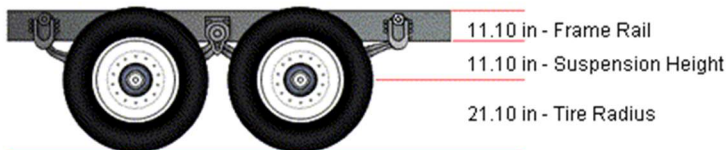
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UNLADEN FRAME HEIGHT

Unladen Height	Requested	Calculated
Tow Hitch (in)	0.00 to 0.00	32.60
Frame (in)	N/A	43.30



VEHICLE SPECIFICATIONS SUMMARY - UNLADEN FRAME HEIGHT

Cab Size (829)..... 108 INCH BBC FLAT ROOF ALUMINUM CONVENTIONAL CAB
Frame Rails (546)..... 7/16X3-9/16X11-1/8 INCH STEEL FRAME (11.11MMX282.6MM/0.437X11.13 INCH) 120KSI(546)
Web Height (in)..... 11.125
Flange Thickness (in)..... 0.4375
Rear Suspension (622)..... 23,000# 52 INCH VARIABLE RATE MULTI-LEAF SPRING REAR SUSPENSION WITH LEAF SPRING HELPER
Rear Suspension Ride Height (621)..... SPRING SUSPENSION - 1.50" AXLE SPACER
Axle C/L to Bottom of Frame (in)..... 11.095
Rear Tires (094) CONTINENTAL HDR2+ 11R22.5 14 PLY RADIAL REAR TIRES
Unladen Radius (in) 21.1
Fifth Wheel (578) NO FIFTH WHEEL
Requested Min Height (in) 0.0
Requested Max Height (in) 1
Fifth Wheel Leg Height (582) NO FIFTH WHEEL LEG HEIGHT
Rear Tow Device (587) REAR TOW HOOKS
Tow Device Height(588) NO REAR TOW DEVICE HEIGHT
Requested Min Height (in) 0.0
Requested Max Height (in) 0.0

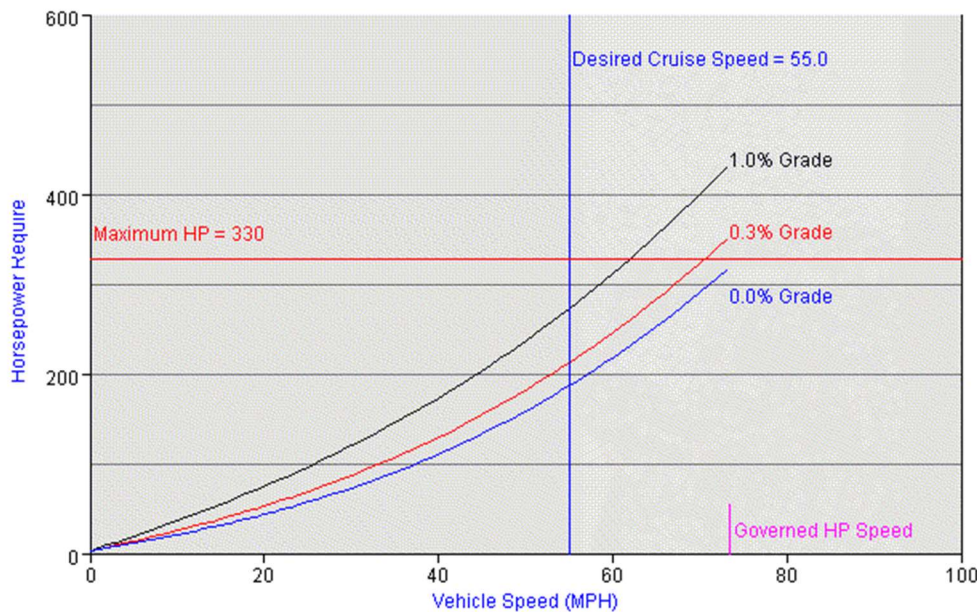
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SPEEDABILITY



VEHICLE SPECIFICATIONS SUMMARY - SPEEDABILITY

Cab Size (829)..... 108 INCH BBC FLAT ROOF ALUMINUM CONVENTIONAL CAB
Desired Cruise Speed (mph) 55.0
Expected Front Axle(s) Load (lbs)..... 16000.0
Expected Pusher Axle(s) Load (lbs)..... 0.0
Expected Rear Axle(s) Load (lbs) 23000.0
Expected Tag Axle(s) Load (lbs)..... 0.0
Expected GVW (lbs) 39000
Expected GCW (lbs) 55000.0
Engine (101)..... CUM L9 330 HP @ 2200 RPM; 2200 GOV RPM, 1000 LB-FT @ 1200 RPM
Governed RPM..... 2200



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HP at Governed RPM 330
RPM at Max HP 2200
Max HP 330
HP at Governed RPM (High Torque) 330
RPM at Max HP (High Torque) 2200
Max HP (High Torque) 330
Multi-torque NO
Transmission (342) ALLISON 3500 RDS AUTOMATIC TRANSMISSION WITH PTO PROVISION
Rear Axle (420) MERITOR RS-23-160 23,000# R-SERIES SINGLE REAR AXLE
Number of Speeds 1
Rear Axle Gear Ratio(s) 5.63 REAR AXLE RATIO
Rear Tires (094) CONTINENTAL HDR2+ 11R22.5 14 PLY RADIAL REAR TIRES
Revolutions per Mile 491
Trailer Width (in) 102.0
Trailer Height (ground to top) (ft) 13.5
Body Width (in) 96.0
Body Height (ground to top) (ft) 8.0
Roof Mounted Aero Device (784) NO AIR SHIELD OR BRACKETS
Road Surface (AB5) MAINTAINED GRAVEL OR CRUSHED ROCK - MOST SEVERE IN-TRANSIT (BETWEEN SITES) ROAD SURFACE
Auxiliary Transmission (352) NO AUXILIARY TRANSMISSION
High Gear Ratio N/A
Low Gear Ratio N/A
Transfer Case (373) NO TRANSFER CASE
High Gear Ratio N/A
Low Gear Ratio N/A

TABLE SUMMARY - SPEEDABILITY

Top Gear Speedability	At Max Power Speed	At Desired Cruise Speed
Top Gear Vehicle Speed (mph)	73.5	55.0
Engine RPM	2200	1647
Gross Power Available (HP)	330	N/A
Power (HP) Required for:		
Level Road	321	188
0.3% Grade	355	214
1.0% Grade	435	274
*Blue background represents value input by user.		

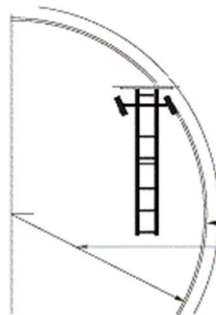
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TURNING RADIUS



Turning radius graphic and data provided strictly for comparisons between model configurations. Weather, road surfaces, and tire treads affect the results. It is strongly suggested that actual vehicles be measured before constructing any roads/driveways using this information. For specific figures regarding your configuration, please contact your CAE representative.

	Dimensions	Tolerance
Wall to Wall Diameter (ft)	62.0	+/- 3.0
Curb to Curb Diameter (ft)	55.2	+/- 3.0
Turning Radius (ft)	27.1	+/- 1.5

VEHICLE SPECIFICATIONS SUMMARY - TURNING RADIUS

Cab Size (829)..... 108 INCH BBC FLAT ROOF ALUMINUM CONVENTIONAL CAB
Wheelbase (545)4650MM (183 INCH) WHEELBASE
Front Tires (093).....CONTINENTAL HAU 3 WT 315/80R22.5 20 PLY RADIAL FRONT TIRES
Width (in) 12.4
Front Axle (400)..... DETROIT DA-F-16.0-5 16,000# FL1 71.0 KPI/3.74 DROP SINGLE FRONT AXLE
Kingpin Intersection (in) 71
Bumper (556)OMIT FRONT BUMPER, CUSTOMER INSTALLED SPECIAL BUMPER, DOES NOT COMPLY WITH FMCSR 393.203
Width (in) 96
Bumper Miter to Front Axle (in) 69.262
Primary Steering Location (003) LH PRIMARY STEERING LOCATION
Steering Gear (536)..... TRW THP-60 POWER STEERING WITH RCH45 AUXILIARY GEAR
Dual Steering Gear RCH45
Ram.....NONE
Rear Axle (420) MERITOR RS-23-160 23,000# R-SERIES SINGLE REAR AXLE
Axle Spacing (624) NO AXLE SPACING

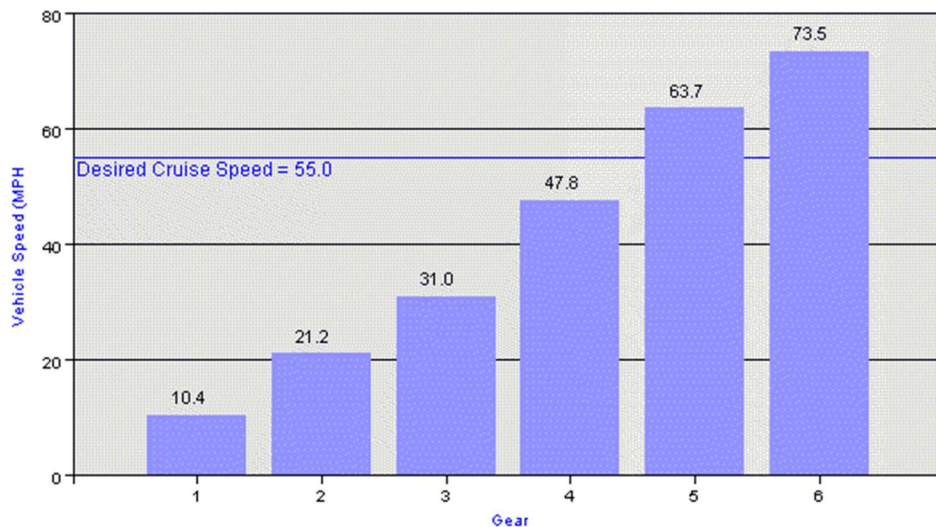
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OPERATING SPEED



Rear Axle Ratio = 5.63

Engine RPM = 2200

VEHICLE SPECIFICATIONS SUMMARY - OPERATING SPEED

Cab Size (829)..... 108 INCH BBC FLAT ROOF ALUMINUM CONVENTIONAL CAB
Top Speed (mph)..... 73.5
Engine RPM 2200.0
Desired Cruise Speed (mph) 55.0
Engine (101)..... CUM L9 330 HP @ 2200 RPM; 2200 GOV RPM, 1000 LB-FT @ 1200 RPM
Governed RPM..... 2200
Transmission (342)..... ALLISON 3500 RDS AUTOMATIC TRANSMISSION WITH PTO PROVISION
Rear Axle (420) MERITOR RS-23-160 23,000# R-SERIES SINGLE REAR AXLE
Number of Speeds..... 1
Rear Axle Gear Ratio(s)..... 5.63 REAR AXLE RATIO



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Rear Tires (094) CONTINENTAL HDR2+ 11R22.5 14 PLY RADIAL REAR TIRES
Revolutions per Mile 491
Auxiliary Transmission (352) NO AUXILIARY TRANSMISSION
High Gear Ratio N/A
Low Gear Ratio N/A
Transfer Case (373) NO TRANSFER CASE
High Gear Ratio N/A
Low Gear Ratio N/A

TABLE SUMMARY - OPERATING SPEED

Transmission Gear	Transmission Gear Ratio	Overall Gear Ratio	Vehicle Speed (MPH)
1	4.59	25.84	10.4
2	2.25	12.67	21.2
3	1.54	8.67	31.0
4	1.00	5.63	47.8
5	0.75	4.22	63.7
6	0.65	3.66	73.5
Desired Cruise Speed (mph)			55.0
Engine RPM			2200
Rear Axle Ratio			5.63
*Blue background represents value input by user.			

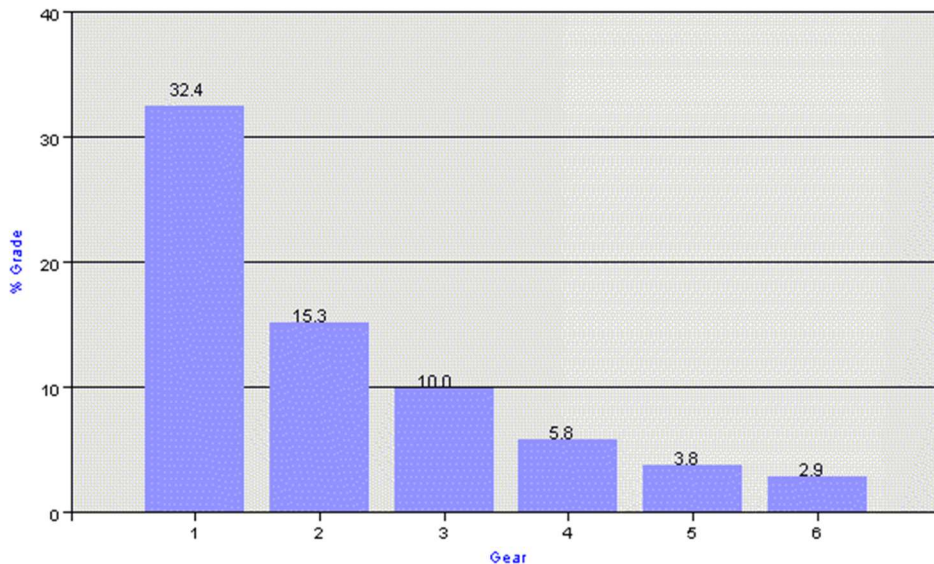
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GRADEABILITY



Desired Gradeability at Peak Torque = 0.5

VEHICLE SPECIFICATIONS SUMMARY - GRADEABILITY

Cab Size (829).....	108 INCH BBC FLAT ROOF ALUMINUM CONVENTIONAL CAB
Desired Gradeability at Peak Torque (%).....	0.5
Desired Gradeability at Cruise Speed(%).....	0.3
Desired Cruise Speed (mph)	55.0
Expected Front Axle(s) Load (lbs).....	16000.0
Expected Pusher Axle(s) Load (lbs).....	0.0
Expected Rear Axle(s) Load (lbs)	23000.0
Expected Tag Axle(s) Load (lbs).....	0.0
Expected GVW (lbs)	39000
Expected GCW (lbs)	55000.0

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Engine (101)..... CUM L9 330 HP @ 2200 RPM; 2200 GOV RPM, 1000 LB-FT @ 1200 RPM
Peak Torque (lbs-ft) 1000
RPM at Peak Torque 1200
Peak Torque (Multi-torque High) (lbs-ft) 1000
RPM at Peak Torque (Multi-torque High) 1200
Multi-torque..... NO
Transmission (342)..... ALLISON 3500 RDS AUTOMATIC TRANSMISSION WITH PTO PROVISION
Rear Axle (420) MERITOR RS-23-160 23,000# R-SERIES SINGLE REAR AXLE
Number of Speeds 1
Rear Axle Gear Ratio(s).....5.63 REAR AXLE RATIO
Rear Tires (094) CONTINENTAL HDR2+ 11R22.5 14 PLY RADIAL REAR TIRES
Revolutions per Mile 491
Trailer Width (in) 102.0
Trailer Height (ground to top) (ft)..... 13.5
Body Width (in)..... 96.0
Body Height (ground to top) (ft)..... 8.0
Roof Mounted Aero Device (784)..... NO AIR SHIELD OR BRACKETS
Road Surface (AB5)..... MAINTAINED GRAVEL OR CRUSHED ROCK - MOST SEVERE IN-TRANSIT (BETWEEN SITES) ROAD SURFACE
Auxiliary Transmission (352)..... NO AUXILIARY TRANSMISSION
High Gear Ratio N/A
Low Gear Ratio N/A
Transfer Case (373)..... NO TRANSFER CASE
High Gear Ratio N/A
Low Gear Ratio N/A
Trailer Configuration (AA2) FLATBED TRAILER

TABLE SUMMARY - GRADEABILITY

Transmission Gear	Transmission Gear Ratio	Overall Gear Ratio	Vehicle Speed (MPH)	HP Available for Grade	Max Grade (%)
1	4.59	25.84	5.7	191.4	32.4
2	2.25	12.67	11.6	183.6	15.3
3	1.54	8.67	16.9	175.4	10.0
4	1.00	5.63	26.0	158.0	5.8
5	0.75	4.22	34.7	136.8	3.8
6	0.65	3.66	40.1	120.9	2.9
Desired Gradeability at Peak Torque			0.5		
Rear Axle Ratio			5.63		
Gross HP Available at Peak Torque			228		
RPM at Peak Torque			1200		
*Blue background represents value input by user.					



Prepared for:
Michael Schott
INDEPENDENCE CITY OF
14909 E Truman Rd
Independence, MO 64051
Phone: (816) 325-7174



Prepared by:
Ryan Huff
PREMIER TRUCK GROUP OF
KANSAS CITY
8001 NE PARVIN ROAD
KANSAS CITY, MO 64161
Phone: 816-453-4400

Transmission Gear	Transmission Gear Ratio	Overall Gear Ratio	Vehicle Speed (MPH)	HP Available for Grade	Max Grade (%)
1	4.59	25.84	7.8	260.5	32.2
2	2.25	12.67	15.9	248.8	15.1
3	1.54	8.67	23.2	235.6	9.8
4	1.00	5.63	35.8	205.6	5.5
5	0.75	4.22	47.7	165.9	3.3
6	0.65	3.66	55.0	134.9	2.4
Desired Gradeability at Cruise Speed			0.3		
Desired Cruise Speed			55.0		
Rear Axle Ratio			5.63		
Gross HP Available at Cruise Speed			320		
RPM at Cruise Speed			1647		
*Blue background represents value input by user.					

Performance calculations are estimates only. If performance calculations are critical, please contact Customer Application Engineering.



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FRAME RBM

VEHICLE SPECIFICATIONS SUMMARY - FRAME RBM

Wheelbase (545) 4650MM (183 INCH) WHEELBASE
Frame Rails (546) 7/16X3-9/16X11-1/8 INCH STEEL FRAME (11.11MMX282.6MM/0.437X11.13 INCH) 120KSI(546)
Yield Strength (psi) 120000
Section Modulus (per rail) (cu in) 21.6
RBM (per rail) (lbf-in) 2592000
Inner Frame Reinforcement (547) NO INNER FRAME REINFORCEMENT
Outer Frame Reinforcement (548) TEM TO EVALUATE AND INSTALL FRAME RAIL REINFORCEMENT AS NEEDED FOR FRONT FRAME MOUNTED EQUIPMENT

TABLE SUMMARY - FRAME RBM

Item	Description / Value
Wheelbase	4650MM (183 INCH) WHEELBASE
Frame	7/16X3-9/16X11-1/8 INCH STEEL FRAME (11.11MMX282.6MM/0.437X11.13 INCH) 120KSI
Inner Frame Reinforcement	NO INNER FRAME REINFORCEMENT
Outer Frame Reinforcement	TEM TO EVALUATE AND INSTALL FRAME RAIL REINFORCEMENT AS NEEDED FOR FRONT
Yield Strength (psi)	120000
Section Modulus - per rail (cu. in.)	21.60
Frame RBM - per rail (lbf-in)	2592000

Performance calculations are estimates only. If performance calculations are critical, please contact Customer Application Engineering.



Purchase Agreement and Acknowledgement

Ver 4/2023

Premier Truck Group of Kansas City

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

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

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

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

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

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

Quote Per MKCPP Contract Number: 62-23-4

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

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

THIS NOTICE IS REQUIRED BY LAW.

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

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

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

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

Your business is always appreciated!

PURCHASER'S SIGNATURE TITLE DATE

ACCEPTED BY

CO-SIGNER'S SIGNATURE TITLE DATE

AUTHORIZED SIGNATURE

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

Page 156 of 579

Purchase Agreement Terms and Conditions

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

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

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

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

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

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

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

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

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

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

11. GENERAL

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

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

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

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

Initials:

Trade Terms and Conditions

DOCUMENTATION:

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

TIRES, WHEELS & BRAKES:

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

EXTERIOR CONDITION:

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

INTERIOR CONDITION:

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

MECHANICAL COMPONENTS:

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

PAYOFF ADJUSTMENTS:

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

DELIVERY OF TRADE(S):

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

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

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

☐ Other delivery arrangements: _____

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

Initials:

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

Council action is requested to issue a purchase order to Altec Industries in the amount of \$277,412.00, for an Altec TA50 bucket truck for the Power & Light Department.

Recommendations:

Council approval to issue a purchase order.

Background:

Power and Light Transmission/Distribution division is requesting the purchase of an Altec TA50 bucket truck to replace an existing bucket truck. The existing bucket truck is a 2013 model with a 10-year replacement schedule; it has 114,897 miles and 12,421 hours.

The purchase order, if approved, will be issued against the Sourcewell Contract #110421-ALT Cooperative bid agreement. The cooperative purchasing provisions of paragraph 5 of the Independence City Code allow for the purchase of items competitively bid by other governmental entities.

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

Emergency Justification:**Fiscal Impact:**

The fiscal impact to the City is \$277,412.00. Funding for the Altec TA50 bucket truck is included in the fiscal year 2024-25 budget, page 271, project account number 0217021-5406-202514-C, Fleet Vehicle & Equipment 10 Year Replacements, IPL Fund 021.

Council Action:

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

REVIEWERS

Khristina Irvine
Joseph Hegendeffer

Meagan Borth
Jeremy Cover
Zachary Walker
Susanne Holland

ATTACHMENTS:

1. Altec Bucket Truck Quote 1684300 - City of Independence (MO) TA50 - Sourcewell
Cooperative Contract Quote



Quote Number: 1684300
Opportunity Number: 24122794
Sourcewell Contract #: 110421-ALT
Date: 10/15/2024

Quoted for: City of Independence (MO)

Customer Contact:

Phone: / Email:

Quoted by: Caela Ashford

Phone: / Email: caela.ashford@altec.com

Altec Account Manager: Neil Alley

REFERENCE ALTEC MODEL		Sourcewell Price
TA50	Articulating Telescopic Aerial Device with Material Handling (Insulated)	\$258,952

(A.) SOURCEWELL OPTIONS ON CONTRACT (Unit)

1			
2			
3			
4			

(A1.) SOURCEWELL OPTIONS ON CONTRACT (General)

1	SL	COMPARTMENT LIGHTS in Body Compartments - Strip LED (Per Compartment)	\$1,998
2	FE	POWER EQUIPMENT (Power Locks and Power Windows)	\$1,381
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			
SOURCEWELL OPTIONS TOTAL:			\$262,331

(B.) OPEN MARKET ITEMS (Customer Requested)

1	UNIT	Swivel Shoe Front Outrigger, Rear Outrigger	\$4,380
2	UNIT & HYDRAULIC ACC	Subbase Blocks, 30 Gallon Triangular Reservoir,	\$2,227
3	BODY	Custom Body	\$18,523
4	BODY & CHASSIS ACC	Plastic Outrigger Pads, Pad Holders 20x20x5, Spring Buildup	-\$2,650
5	ELECTRICAL	Emergency Stop at Ground, Start/Stop w/ Secondary Stow E/H Controls, 6-pin Receptacle	\$1,883
6	FINISHING	Non-Skid on CS and SS Compartment Tops	\$322
7	CHASSIS	Custom Chassis, L9 300 HP	\$3,706
8	OTHER	Altec MY Price Adjustment	-\$14,025
OPEN MARKET OPTIONS TOTAL:			\$14,366

SUB-TOTAL FOR UNIT/BODY/CHASSIS: \$276,697.00
Delivery to Customer: \$715.00
Estimated Taxes (Delivery non-taxable):
FET:
CA Doc/Admin/Tire Fees:
Extended Warranty:

TOTAL FOR UNIT/BODY/CHASSIS: \$277,412.00

(C.) ADDITIONAL ITEMS (items are not included in total above)

1			
2			
3			
4			

Pricing valid for 45 days

NOTES

PRICING: Altec will make every effort to honor this quotation, subject to the following provisions. Prices for equipment with production start dates 12 months and beyond are budgetary only due to irregular cost inflation and market volatility. These prices will be reviewed based on market conditions and confirmed closer to the production date. Quotes and orders with chassis model year beyond the current open order bank, should be considered estimates only. Altec's turn-key pricing is subject to change in accordance with chassis pricing received from the OEM. Chassis model year, specifications and price will be reviewed and confirmed when specific model year information becomes available from the OEM and that chassis price difference will be passed through to the customer.

PAINT COLOR: White to match chassis, unless otherwise specified

WARRANTY: Standard Altec Warranty for Aerials and Derricks - One (1) year parts warranty One (1) year labor warranty Ninety (90)

TO ORDER: To order, please contact the Altec Account Manager listed above.

CHASSIS: Per Altec Commercial Standard

DELIVERY: TBD Based on availability, FOB Customer Location

TERMS: Net 30 days

BEST VALUE: Altec boasts the following "Best Value" features: Altec ISO Grip Controls for Extra Protection, Only Lifetime Warranty on Structural Components in Industry, Largest Service Network in Industry (Domestic and Overseas), Altec SENTRY Web/CD Based Training, Dedicated/Direct Gov't Sales Manager, In-Service Training with Every Order.

TRADE-IN: Please ask your Altec Account Manager for more information

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

24-795 A Resolution adopting the Reshaping the Square Redevelopment Plan.

Recommendations:

Staff recommends that the Reshaping the Square Redevelopment Plan be adopted.

Background:

On February 20, 2023, a Request for Qualifications (RFQ) was issued for a Downtown Master Developer, with responses submitted on March 21, 2023. A panel of City staff and a representative of the Square Association evaluated the responses and recommended that a scope of work be negotiated with the Copaken Brooks team, consisting of Stifel Public Finance, McCown Gordon, Olson Studio, and GLMV Architecture. Copaken Brooks' scope of services included five phases of work: Master Plan, Master Economic Plan, Master Business Plan, Redevelopment Plan Report, and Future Phase Development. On August 21, 2023, the City Council authorized the City Manager to execute any agreements related to the scope of services with Copaken Brooks as Downtown Master Developer.

This plan is the apex of a lengthy process to begin important work and development to reinvigorate and revitalize downtown Independence and Reshape the Square and its vision for the future. The goals for the Plan include redevelopment and relocation of the National Frontier Trails Museum and the redevelopment of civic facilities such as City Hall, Justice Center, Community Center and amphitheater. The redevelopment planning process is a result of recommendations from multiple planning efforts, including Imagine Independence: Comprehensive Plan (2018); Downtown Streetscape Action Plan (2020); and Truman Connected Plan (2020). The Plan culminated into a detailed vision and implementation to encourage consistent and sustainable future development within the Square District. Participation and input was gathered through a community and stakeholder driven process. This plan serves those interests and the overall future of downtown Independence and the Square District.

Emergency Justification:**Fiscal Impact:**

No Fiscal Impact.

Council Action:

**Department /
Contact**

City Manager /

REVIEWERS

Jeremy Cover
Meagan Borth
Zachary Walker
Susanne Holland

ATTACHMENTS:

1. Reshaping the Square Redevelopment Plan Adoption Resolution
2. 24-11-01_IndependenceReshapingtheSquareMasterPlan_02302374

BILL NO. _____

RESOLUTION NO. _____

A RESOLUTION ADOPTING THE RESHAPING THE SQUARE
REDEVELOPMENT PLAN.

WHEREAS, the Independence Square has an identity of proud history and heritage; where pioneers and immigrants supplied themselves for the trek west; where the Union Army gathered for the great battles for the soul of Missouri; and where a great President learned to lead, where he walked and where he died; and,

WHEREAS, in the 2016 Citizen Satisfaction Survey 89% of respondents stated it is important to maintain and enhance the character of the Independence Square; and,

WHEREAS, in September of 2017, in response to previous surveys and other citizen driven initiatives, the City Council of the City of Independence established the Downtown Redevelopment Coordinating Committee (DRCC), by Resolution 6251, for the purpose of advancing neighborhood stabilization and economic development in downtown Independence, which is bounded by Noland Road to the east, Lexington Avenue/Pacific Avenue to the south, Winner Road to the south and west; and US 24 Highway to the north, and adjacent properties, specifically including the neighborhood and business districts of Englewood, Fairmount, Maywood, and the Independence Square; and,

WHEREAS, amongst the DRCC's recommendations was a focus on Independence Square Enhancement; and,

WHEREAS, in all great stories of communities that have sustainable redevelopment there is a common thread of a strong and vibrant downtown; a central place of gathering; a center of a city's pride; and,

WHEREAS, a Request for Qualifications (RFQ) was issued on February 20th, 2023, for a Downtown Master Developer, and responses were submitted on March 21st, 2023; and,

WHEREAS, a panel of City staff and a representative of the Square Association evaluated the responses and recommended that a scope of work be negotiated with the Copaken Brooks team, consisting of Stifel Public Finance, McCown Gordon, Olson Studio, and GLMV Architecture; and,

WHEREAS, the scope of services included five phases of work: Master Plan, Master Economic Plan, Master Business Plan, Redevelopment Plan Report, and Future Phase Development;

AND WHEREAS, on August 21, 2023, the City Council authorized the City Manager to execute any agreements related to the scope of services with Copaken Brooks as Downtown Master Developer.

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

SECTION 1. The City Council of the City of Independence does adopt the Reshaping the Square Redevelopment Plan.

SECTION 2. The City Council of the City of Independence commends the Project Team and Steering Committee for the many hours and hard-work put into producing the Reshaping the Square Redevelopment Plan.

SECTION 3. The City Council of the City of Independence commends the members of the public who attended the public open house on January 25, 2024, to give valuable feedback that helped shape the Reshaping the Square Redevelopment Plan.

SECTION 4. The City Council directs the City Manager to work on the recommendations of the adopted implementation plan, using it as a daily reference tool to evaluate projects to be pursued, developed, and constructed.

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

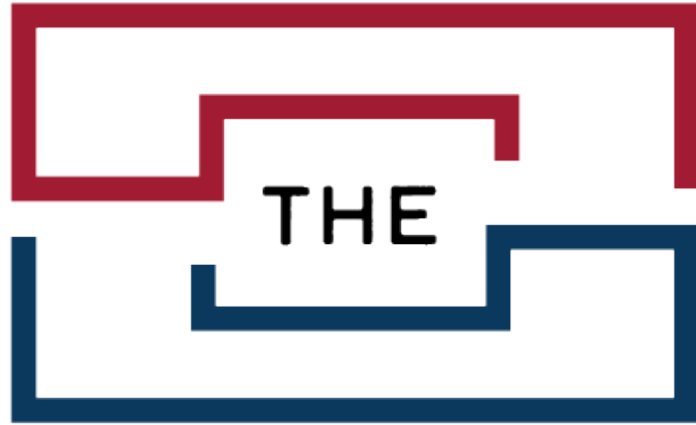
APPROVED AS TO FORM AND LEGALITY:

City Counselor

REVIEWED BY:

City Manager

RESHAPING



SQUARE

INDEPENDENCE, MO



ACKNOWLEDGMENTS

Mayor and City Council

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

City Planning Commission

- Michael Young
- Dan O’Neill
- Edward Nesbitt
- Eric Ashbaugh
- Jose Torres
- Laurie Dean Wilzey
- Virginia Ferguson

Last Revised
November 20, 2024

Thank you

to everyone that contributed to the creation of this document and participated in the planning process. Your passion, thoughtfulness, time, technical expertise, and guidance were critical to the development of the

Reshaping the Square: Independence, Missouri Redevelopment Plan.

Steering Committee

- Zachary Walker, City Manager
- Charlie Dissell, Assistant City Manager
- Lisa Reynolds, Assistant City Manager
- Tom Scannell, Community Development Director
- Morris Heide, Director of Independence Parks, Recreation, and Tourism
- Laurie Dean Wiley, Planning Commission
- John Perkins, City Council
- Cindy Rogers, Independence Square Association
- Jeff Rogers, Independence Square Association
- Jodi Krantz, Economic Development Partnership/Independence Chamber
- Matt Medley, Independence Chamber
- Doug Cowan, Independence Chamber
- Cindy McClain, CEO/President of McClain Restaurant Group & CRM Stores
- Jennifer Goeke, PGAV Architects

Project Team

- COPAKEN-BROOKS
 - Bill Crandall
 - Bret Gross
- OLSSON STUDIO
 - Korey Schulz
 - Shelby Ferguson
 - Darren Varner
 - Cody Peratt
 - Taylor Goetzinger
 - Ken Boone
- TESSERE
 - Chaz Prunte
 - Dan Pierce
- MCCOWN GORDON
 - Luke Deets
 - Shawn Cross

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INTRODUCTION

The Redevelopment Plan

This plan is the apex of a lengthy process to begin important work and development to reinvigorate and revitalize downtown Independence and Reshape the Square and its vision for the future.

The City determined a need to redevelop downtown Independence, which has been the City’s commercial center since the City was founded in 1827. The goals for the Plan include redevelopment and relocation of the National Frontier Trails Museum and the redevelopment of civic facilities such as City Hall, Justice Center, Community Center and amphitheater.

The redevelopment planning process is a result of recommendations from multiple planning efforts including Imagine Independence: Comprehensive Plan (2018); Downtown Streetscape Action Plan (2020); and Truman Connected Plan (2020).

The Plan culminated into a detailed vision and implementation to encourage consistent and sustainable future development within the Square District. Participation and input was gathered through a community and stakeholder driven process. This plan serves those interests and the overall future of downtown Independence and the Square District.

Reshaping the Square: *Independence, Missouri Redevelopment Plan*

Content

This Plan contains the following sections:

Section 01: Master Plan

This section outlines the overall long-range look at development and redevelopment for the Square district. Detailing key elements to establish a sense of place for residents, visitors and patrons to gather and live.

Section 02: Master Economic Plan

This section provides a financial path to successfully implement *Section 01. Master Plan* through review and analysis of current municipal financial commitments.

Section 03: Master Business Plan

This section outlines a strategic and actionable framework to effectively implement *Section 01. Master Plan* through varies market sectors and demands.

Section 04: Implementation

A vital section and phase in the project, the Implementation Plan identifies recommendations, as well as immediate and short-term project to ensure ongoing success.

Appendix A: Engagement Summary

A detailed summary of opportunities, thoughts, ideas, and comments that became recommendations put forth in this Plan.

Appendix B: Market and Economic Analysis

The Market Analysis Summary focuses on the study of economic and market indicators of current retail, employment, and future development potential. This section provides recommendations to strengthen economic growth opportunities.

Appendix C: Parking Memo

The Parking Memo provides further detail and analysis into existing conditions and opportunities available to support future growth and redevelopment.

Appendix D: Utility Plans

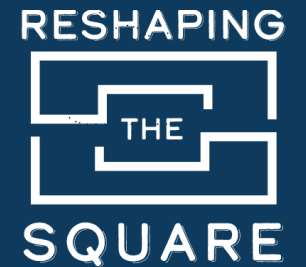
To understand the existing infrastructure and future needs utility plans were reviewed and analyzed to determine preliminary improvements in key redevelopment areas.



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01

MASTER PLAN



MASTER PLAN

The overall Master Plan is a long-range look into the possibilities of restoring the Historical Downtown of Independence to an active center of living and commerce. At the very heart and center of the downtown Independence Courthouse Square, is the Truman Courthouse, named after Harry S Truman. This was Truman's hometown, also displaying the Truman Presidential Library and the resting place for both Harry and the First Lady Bess. The Courthouse is an architectural gem, used primarily for county functions and is the true landmark of downtown. It has defined its location on the square for over 188 years with many renovations and additions while being positioned at the confluence of the Santa Fe, California and Oregon Trails. Independence has been nicknamed the "Queen City of the Trails" because of this point of departure to the trails.



The study area for the Master Plan is bounded by Pleasant Street to the west, Walnut Street to the south, Truman Road to the North and the railroad tracks to the East of Noland Road. Within this study area exists a National Landmarks District which centers around the Truman Courthouse from Pleasant Street to Lynn and from Kansas to Truman. Past redevelopment suggestions in this Landmark area focus more on facade upgrades, repurposing, or infill on empty lots with the intent of strengthening its historical architecture influence and style.

A good portion of the downtown consists of County and City government functions. These buildings, while highly important, limit the land area and general commercial traffic that may actually improve the economy. Concurrent with our master planning process is that the City has put into motion moving the current City Hall and Police station, opening up a large city block to the east of the Truman Courthouse and Square. This new land area combined with acquisition of a few additional pieces of property in this block could arguably create the most exciting new development in downtown Independence since the very beginnings of the Square. It is suggested to be a modern community/civic oriented space consisting of a new community center, museum, living spaces, grocery store marketplace, eateries, a large open flexible lawn with amphitheater and other small pop-up style commercial use. We see this block as a key player, establishing the next 100 years of a resurgent community, filled with new local business, entertainment and tourism.

For this Master Plan and economic effort, we have coined the term “Re-shaping the Square” as an appropriate reminder and respect to the importance of history as well as to depict a bold move into the future with a modern approach of new community, business and housing elements attracting a diversity of uses and users. The Master Plan first considers underutilized areas for redevelopment and then with eyes to the future concentrating on parcels that eventually become available or are acquired as economic conditions make it possible and responsible.

As with any master planning effort, we recognize that it will be years in the making, may require acquisition and relocation, and proposed uses could change based on new economic realities, new forms of entertainment, dining, etc. Some parts will be easier than others to achieve. Even small steps have impact. It is never without hard work, much debate and determination. The time is now to push forward and bring the Square back to life. Provide an environment the City and its residents are truly proud of as a new beginning. A vibrant, artistic, safe and bustling downtown filled with new residents, thriving eateries and entertainment where friends and family can enjoy their new surroundings. One that developers and small business owners aspire to be a part of and all while still showing off the history and architecture that is so unique to Independence. Ultimately, the plan represents an effort to get things done, build

things that are meaningful, create jobs and bring more people and events to downtown. We are looking to inspire not only the doers but the resident base as a whole.

In the spirit of reimagining and reviving the heartbeat of downtown, our Master Plan and economic team views the new recommendations and ideas represented as a series of experiences which in their own way should aspire to cast an enduring light on the city and its new message. The following provides a passage through the downtown initially by car and ultimately by foot, the most granular and intimate way to discover the City and truly understand its story.



FIGURE 01.01 - REDEVELOPMENT OPPORTUNITY PLAN

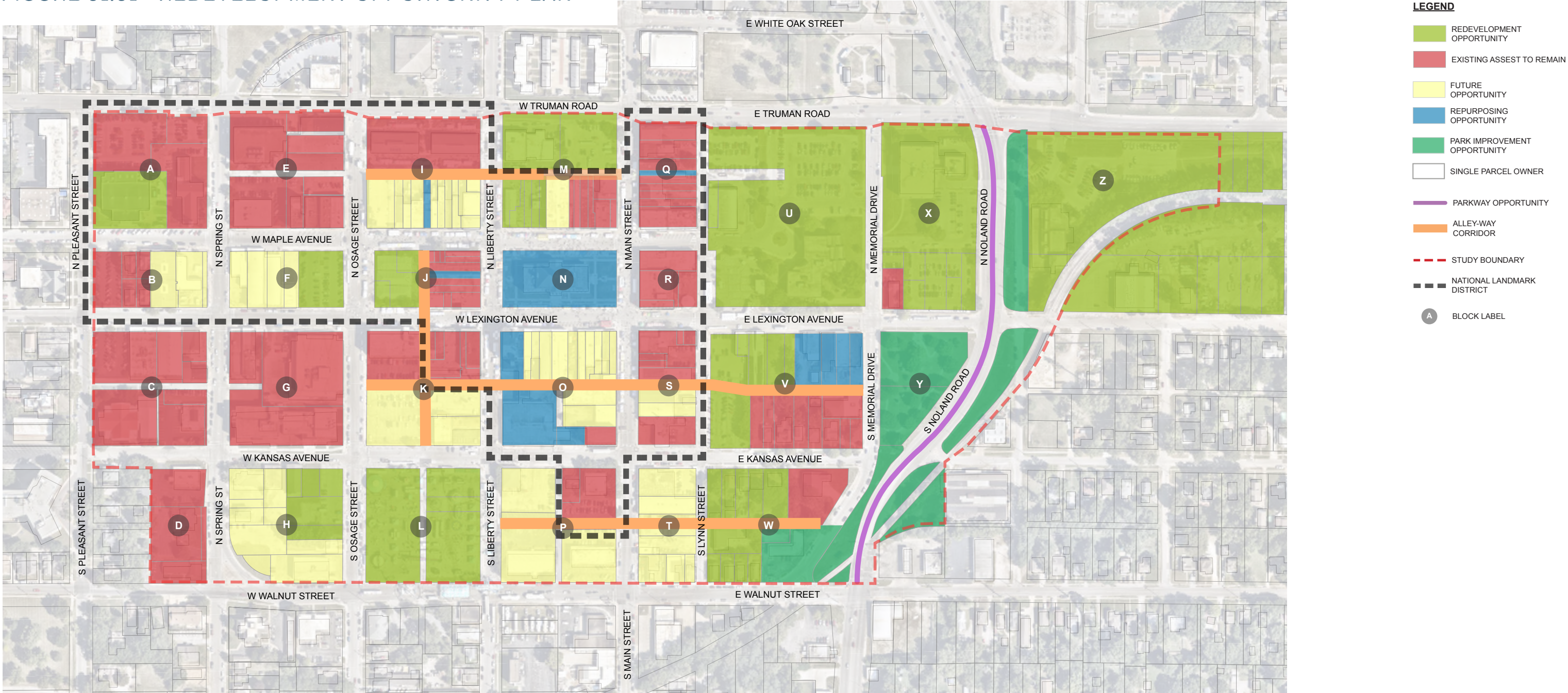
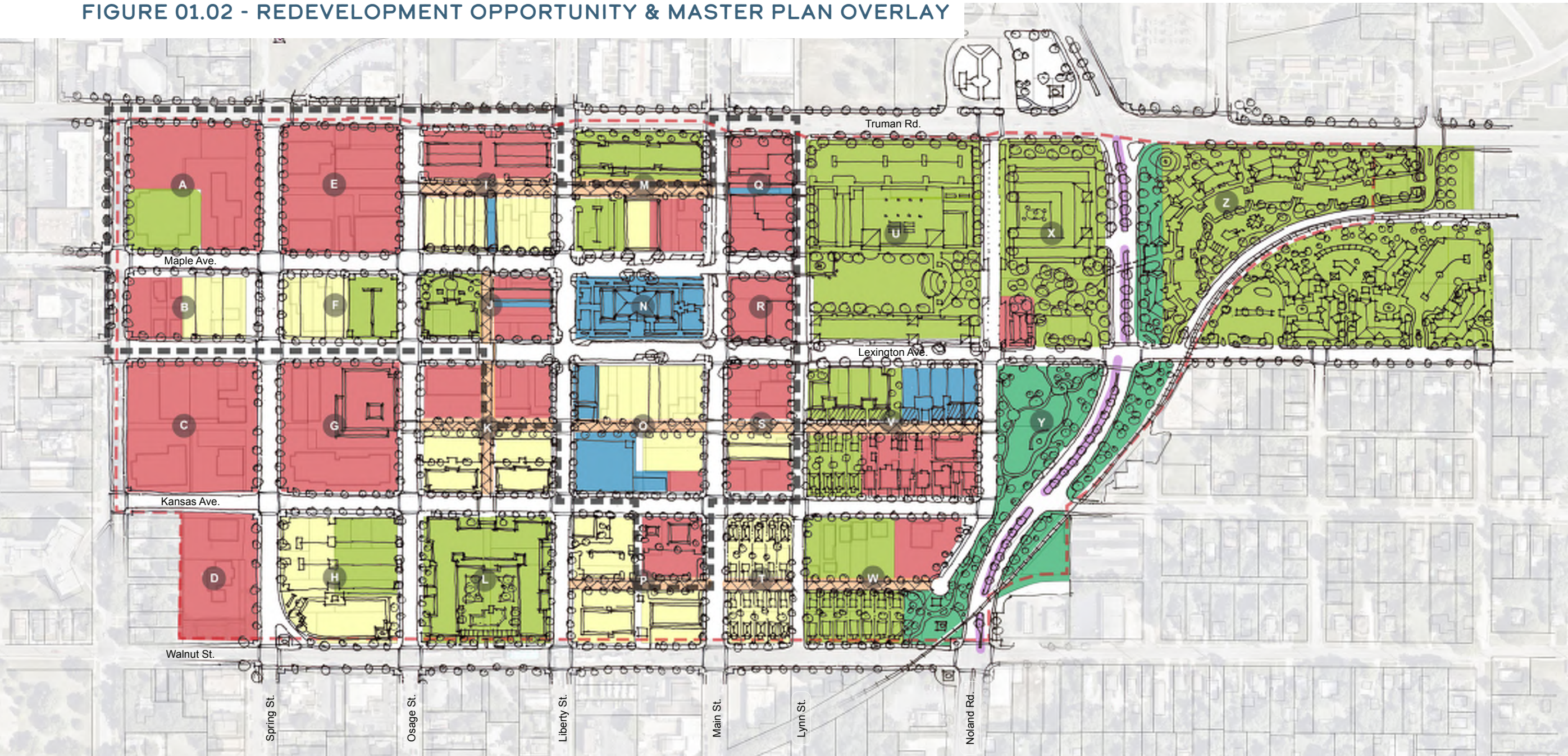


FIGURE 01.02 - REDEVELOPMENT OPPORTUNITY & MASTER PLAN OVERLAY



LEGEND

- REDEVELOPMENT OPPORTUNITY
- EXISTING ASSEST TO REMAIN
- FUTURE OPPORTUNITY
- REPURPOSING OPPORTUNITY
- PARK IMPROVEMENT OPPORTUNITY
- SINGLE PARCEL OWNER
- PARKWAY OPPORTUNITY
- ALLEY-WAY CORRIDOR
- STUDY BOUNDARY
- NATIONAL LANDMARK DISTRICT
- BLOCK LABEL

FIGURE 01.03 - MASTER PLAN

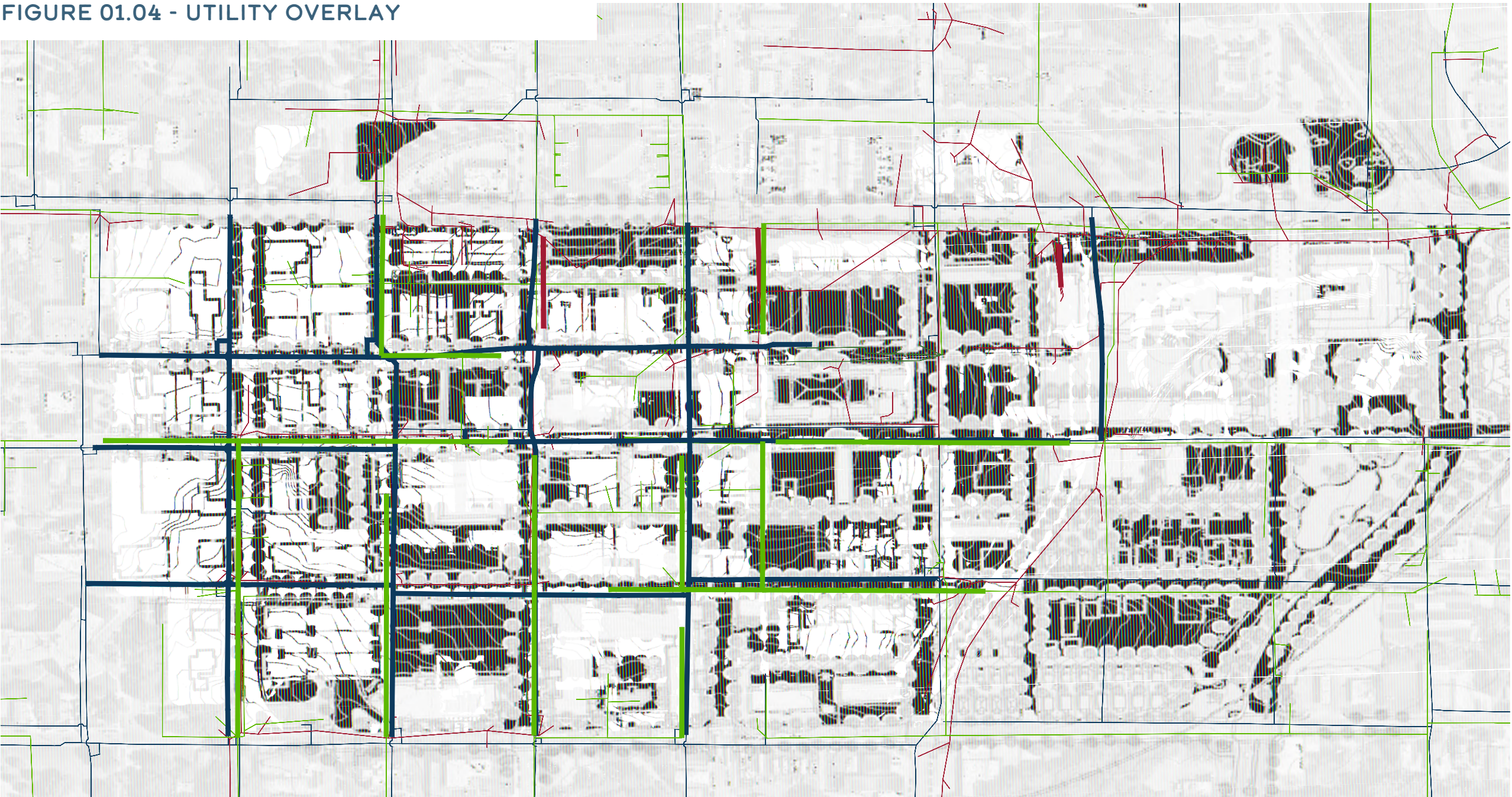


KEY MAP

- | | |
|--|--|
| A Re-Purpose to Art Studio | P Pedestrian Bridge |
| B Lofts | Q Brownstone Infill Housing |
| C Adaptive Reuse of Existing Buildings | R Townhome Infill Housing |
| D Mixed Use | S Gateway |
| E Multi-Family Housing | T Community Center |
| F Farmer's Market Existing | U AME Church & Parking |
| G Hotel / Mixed-Use | V Hiram Young Park |
| H Theater Renovate or Repurpose | W Pedestrian Tunnel |
| I Truman Courthouse Existing | X Alleyway Corridor |
| J Hotel Redevelopment | Y Historic Cabin & Loft Repurposing |
| K Existing Garage Redevelopment | Z Gallery Corridor |
| L Makerspace, Brewery, Repurpose | AA Pocket Park |
| M Visitor Center | BB Noland Parkway |
| N Civic Performance Lawn with Amphitheater & Food Court | CC Geyser Well Art Feature |
| O Truman Memorial Building Existing | DD Parking Deck |



FIGURE 01.04 - UTILITY OVERLAY



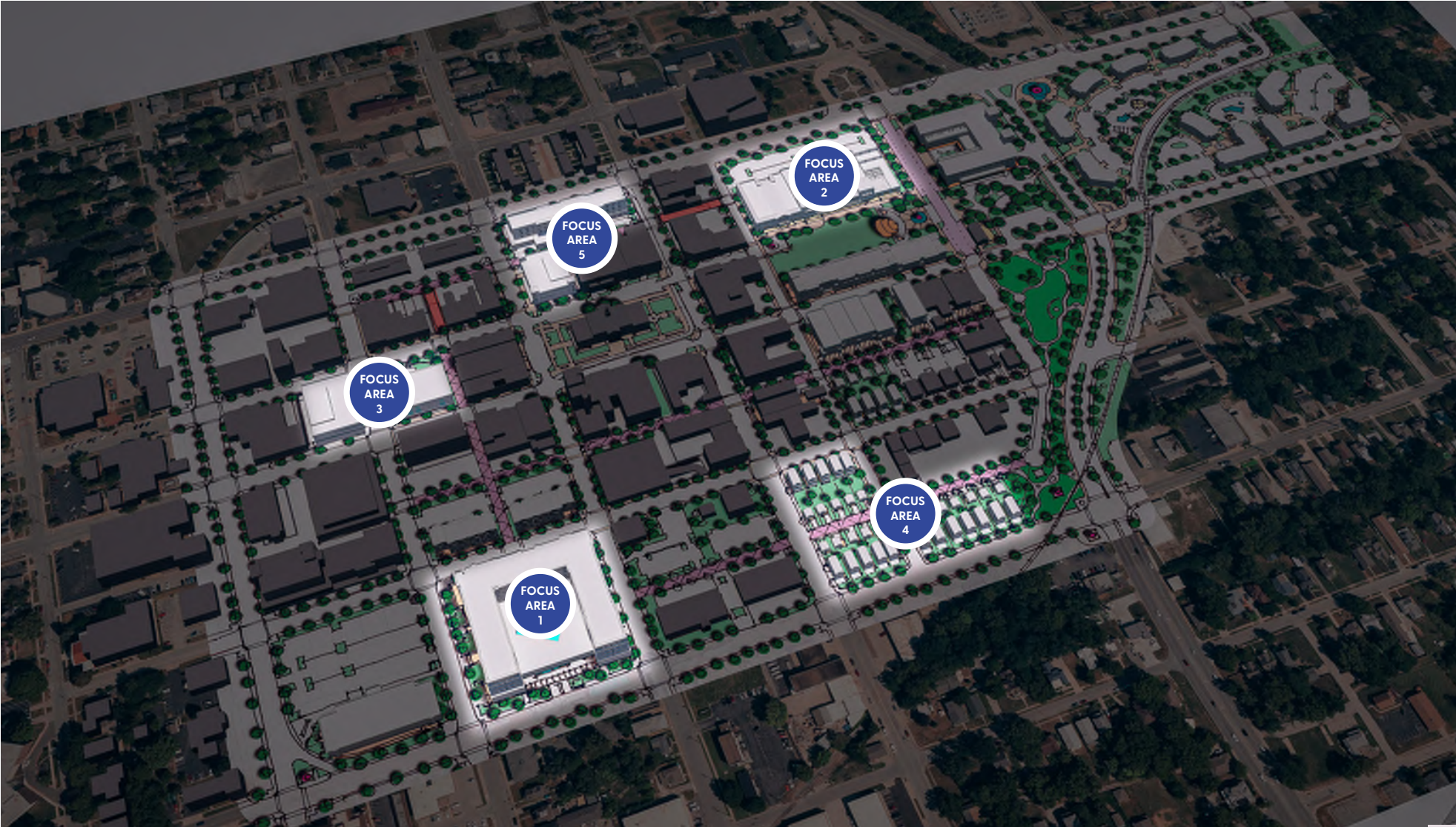
LEGEND

- Proposed Sanitary Sewer Line
- Proposed Stormwater Line
- Proposed Water Line
- Existing Sanitary Sewer Line
- Existing Stormwater Line
- Existing Water Line



FIGURE 01.05 - FOCUS AREA SUMMARY

The ideas generated within the Plan focus on creating a diverse mix of land uses that will enhance density, generate new opportunities, and promote entertainment and tourism, while also addressing parking needs. Together, these elements are essential to the evolution of the Square as redevelopment progresses. Five key focus areas have been identified, each showcasing the existing context, overall vision, and the pedestrian experience.



Focus Area 1: Creation of Density and Multifamily Housing This focus area emphasizes the development of multifamily housing units to increase residential density within the Square district. Creation of more opportunities for people to move to the square, boosts activity levels, which in turn will support commercial investment and strengthen local business.

FIGURE 01.06 - FOCUS AREA 1 - EXISTING



FIGURE 01.07 - FOCUS AREA 1 - POTENTIAL



FIGURE 01.08 - FOCUS AREA 1 - STREETVIEW (OSAGE ROAD LOOKING NORTH)



Focus Area 2: Increased Civic Opportunities with a Community Center and Open Space

This focus area aims to enhance civic engagement and community interaction by establishing a dedicated community center and open spaces for events. These elements are crucial for fostering a sense of belonging and encouraging active participation among residents and visitors.

FIGURE 01.09 - FOCUS AREA 2 - EXISTING



FIGURE 01.10 - FOCUS AREA 2 - POTENTIAL



FIGURE 01.11 - FOCUS AREA 2 - STREETVIEW (COMMUNITY GATHERING LAWN LOOKING WEST)



Focus Area 3: Entertainment and Parking This focus area centers on enhancing entertainment options while ensuring adequate parking solutions to support visitors and residents. Creation of a vibrant entertainment district, attracts more foot traffic and boost local businesses.

FIGURE 01.12 - FOCUS AREA 3 - EXISTING



FIGURE 01.13 - FOCUS AREA 3 - POTENTIAL



FIGURE 01.14 - FOCUS AREA 3 - STREETVIEW (MAPLE AVENUE LOOKING SOUTH)



Focus Area 4: Variety of Residential Types and Infill Development This focus area introduces a diverse range of residential types through infill development to create a more dynamic and inclusive community. Strategically incorporating new housing options within existing neighborhoods, can enhance the area’s character and meet the needs of various demographics

FIGURE 01.15 - FOCUS AREA 4 - EXISTING



FIGURE 01.16 - FOCUS AREA 4- POTENTIAL



Focus Area 5: Support Tourism with Hotels, Parking, and Commercial Infill This focus area aims to bolster tourism in the Square by introducing well-placed hotels, effective parking solutions, and commercial infill that enhances the visitor experience. Creating a welcoming environment for tourists, can stimulate economic growth and support local businesses.

FIGURE 01.17 - FOCUS AREA 4 - STREETVIEW (WALNUT STREET LOOKING WEST)



FIGURE 01.18 - FOCUS AREA 5 - EXISTING



FIGURE 01.19 - FOCUS AREA 5- POTENTIAL



FIGURE 01.20- FOCUS AREA 5 - STREETVIEW (TRUMAN ROAD LOOKING SOUTHEAST)



IDENTITY

As you first approach the Square by vehicle, you will be welcomed with gateway markers and monumentation signage displaying graphics branding the new downtown. The larger monuments at the boundaries of the downtown may be as bold as structures spanning over the street or displaying large plantings and other features such as water and lighting. This way finding strategy will also include historical signage denoting the Landmark District. Small signage helping users find their way to small business, parking, and other notable locations will also be spaced at appropriate locations.



Historical Education



Honoring the Arts

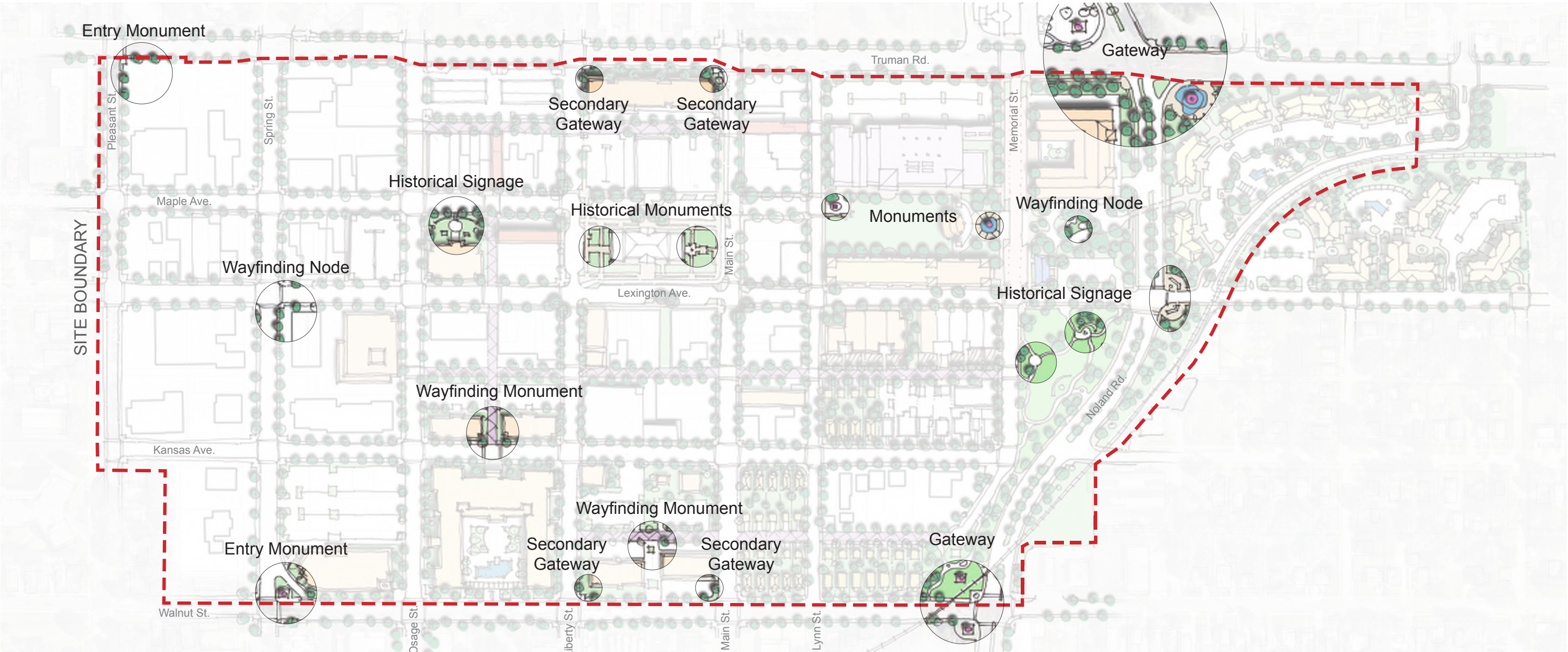


Wayfinding



Gateway to History

FIGURE 01.21 - IDENTITY



STREETSCAPE

A new vibrant streetscape will act as the transition between the vehicle and the pedestrian. As you navigate in your car, design clues will place emphasis on pedestrian safety while maintaining ease of access and directions. Bump outs at street intersections and “table topping”, creating a slight elevation change and narrowing the pavement width, allowing for a safer crossing for those choosing to walk. Street trees make roadways appear to be narrower also slowing traffic and making the journey more pleasurable. Parking along the streets will be well defined and plentiful. Proper street and pedestrian lighting will create safety and illumination at night while also providing a place for seasonal or event banners.

Noland Road streetscape is reimagined as a parkway with a central tree lined median as well as plantings at the outer edges and two gateways. This corridor enhancement will play a huge role in defining the boundary for the Square district. One comment voiced in the engagement process was the lack of green space in the Square and Downtown overall. Defining Noland Road as a parkway will place further emphasis on future growth utilizing more green space providing a beautiful entry into the future.

And for the pedestrian, the streetscape design would provide sidewalk and patio dining along with other seating opportunities will add enjoyment for dining and casual seating along with plantings and various sidewalk materials. Outdoor speakers streaming music are also envisioned throughout the district. Illuminated overhead walkways and historically appropriate lighting would add a festive atmosphere.



TRUMAN COURTHOUSE

The Truman Courthouse is the dominant architectural landmark of the Square and the Downtown. It is primarily used for county functions, including tax payments and appeals some by there very nature; these are not pleasant experiences. It has been expressed, that this negative experience tarnishes the overall image of downtown. One bold idea of this Master Plan is to reimagine the Courthouse. Adaptive reuse of the space providing positive community attractions, drawing in locals, and creating tourism such as a space for the 3 Trails Museum, more eateries, etc. All of this while honoring the purely historical aspects of the Courthouse to create a more approachable, engaging visitor experience. One that attracts repeated, enjoyable, return visits.

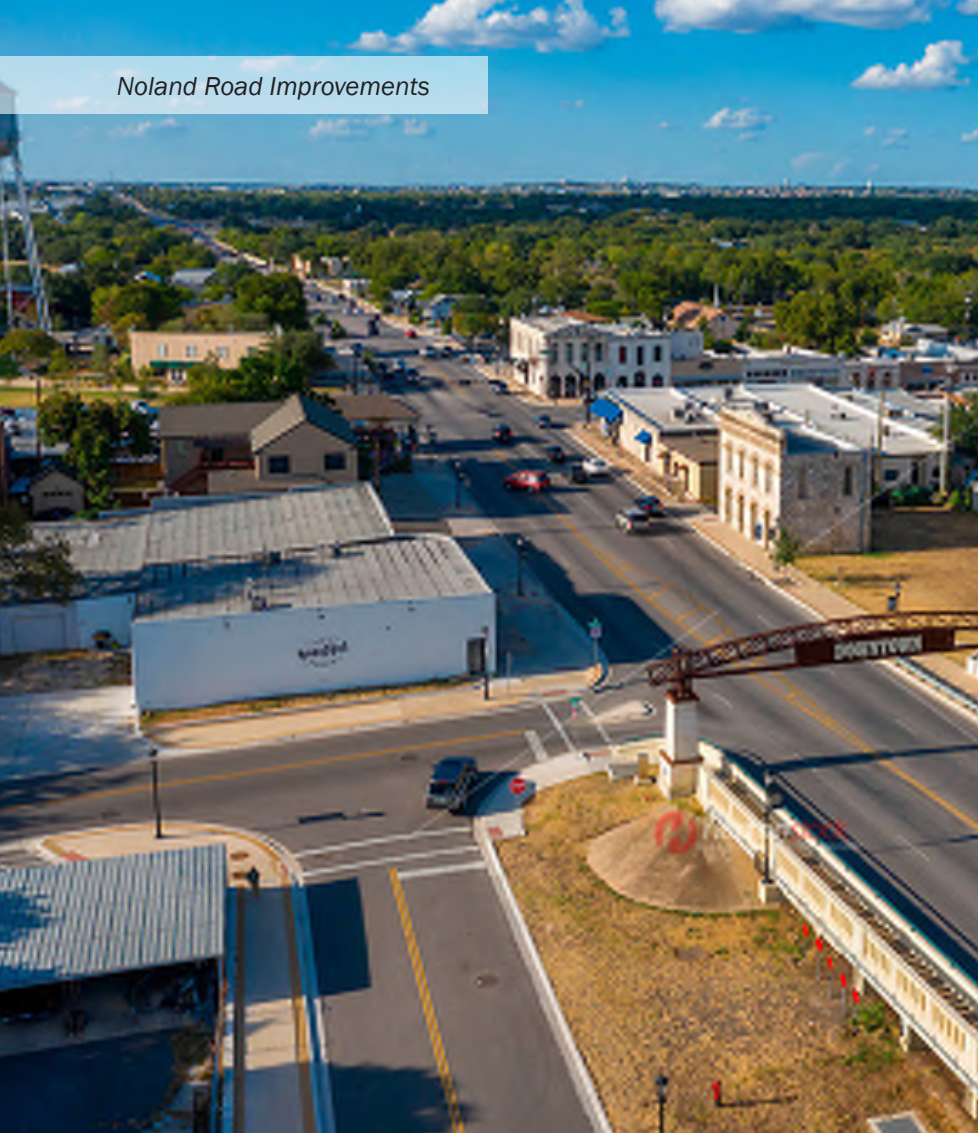
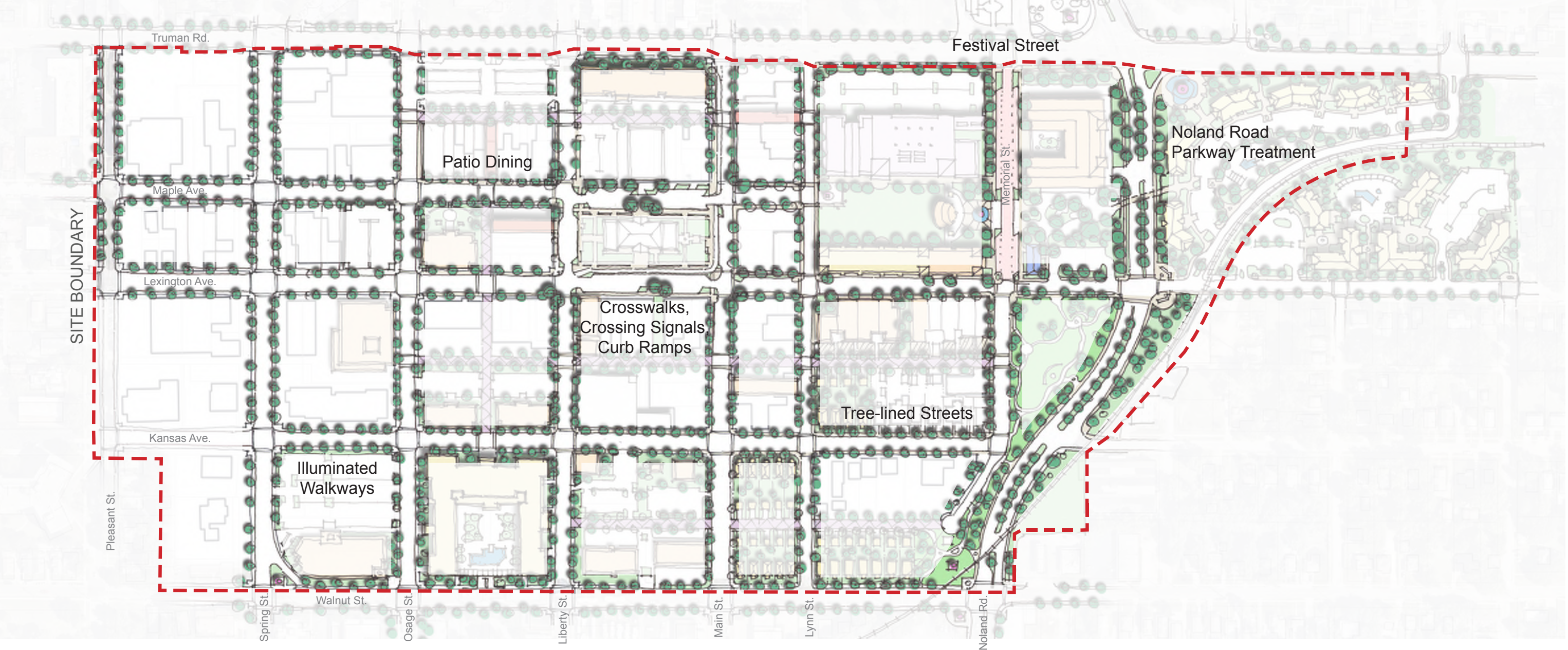


FIGURE 01.22 - STREETSCAPE



ALLEYWAY IMPROVEMENTS

Another fun discovery during the master planning process was the potential for alley way navigation through the downtown. As a pure pedestrian experience, alleys can provide a totally unexpected and sometimes magical experience to a downtown. Often, they are totally organic in how they occur. Neighboring businesses will come together and add overhead lighting, small signage, move trash receptacles to a common point creating more space for people, patios, etc. Graffiti art or murals will cover the building walls. On special events like first Fridays small bands or crafts might be set up for visitors

to enjoy. These alleys still maintain a dual purpose of utility and people while in the case of the Square, help to connect areas from north to south and east to west off the beaten path. A true discovery moment for some, and for others in the know, their secret little haven.

The alleys can take on whatever is imagined. They could connect a series of restaurant patios, coffee shop settings, art gallery nooks, green spaces. In a few instances like, the old Jones Store location, we have proposed a cut-through art gallery space that repurposes something historical while making it a cultural reflection of the downtown.



Historical Corridor



Festive Thoroughfare



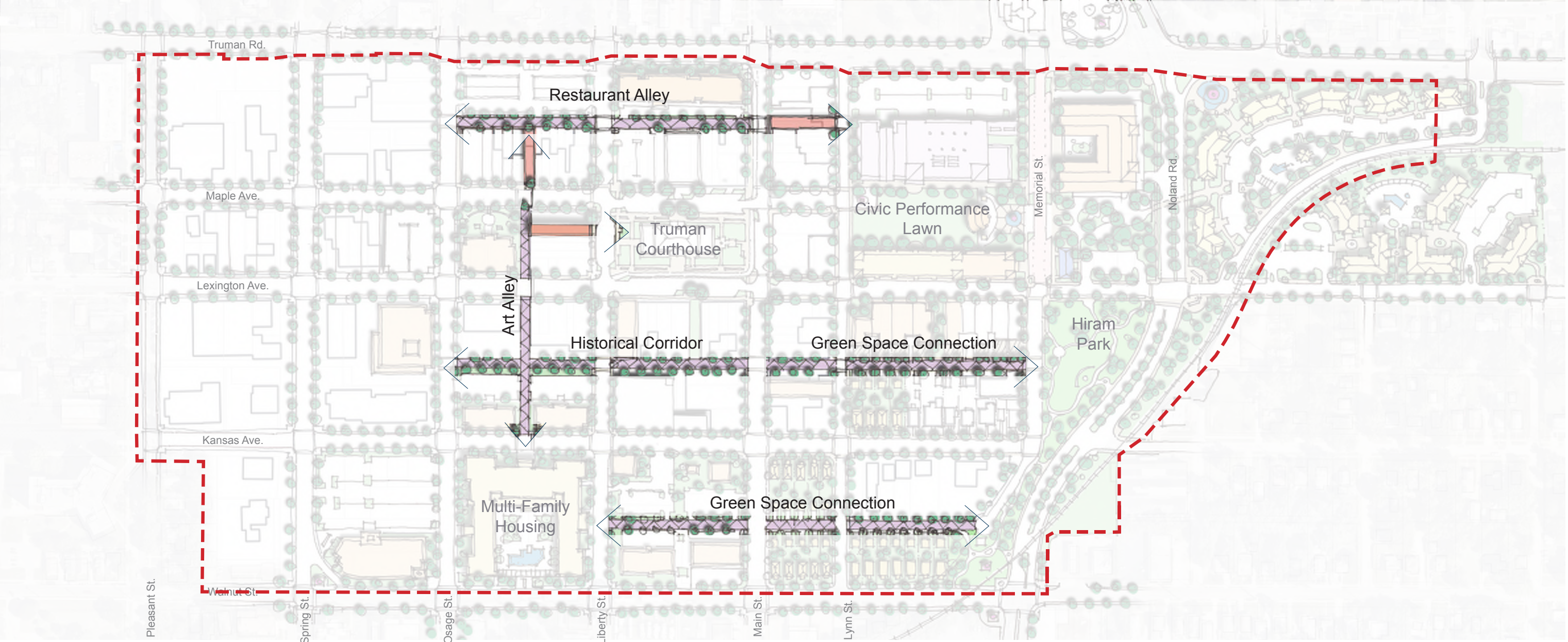
Artistic Utility Access



Restaurant Alley



FIGURE 01.23 - ALLEY-WAY IMPROVEMENTS



PLAZA

Linear, Eat-entertainment, Multi-Use, Civic open space, Monument plazas, Community gathering space, night on the town, market days, planted plazas, artistic courtyards. Diversity of spaces, sizes and flexible uses is encouraged throughout the downtown Master Plan connecting business and people to a wider range of events and happenings that create new traditions and enhance the history of those that are endearing to the public.



Planted Plazas



Artistic Courtyards



Night on the Town



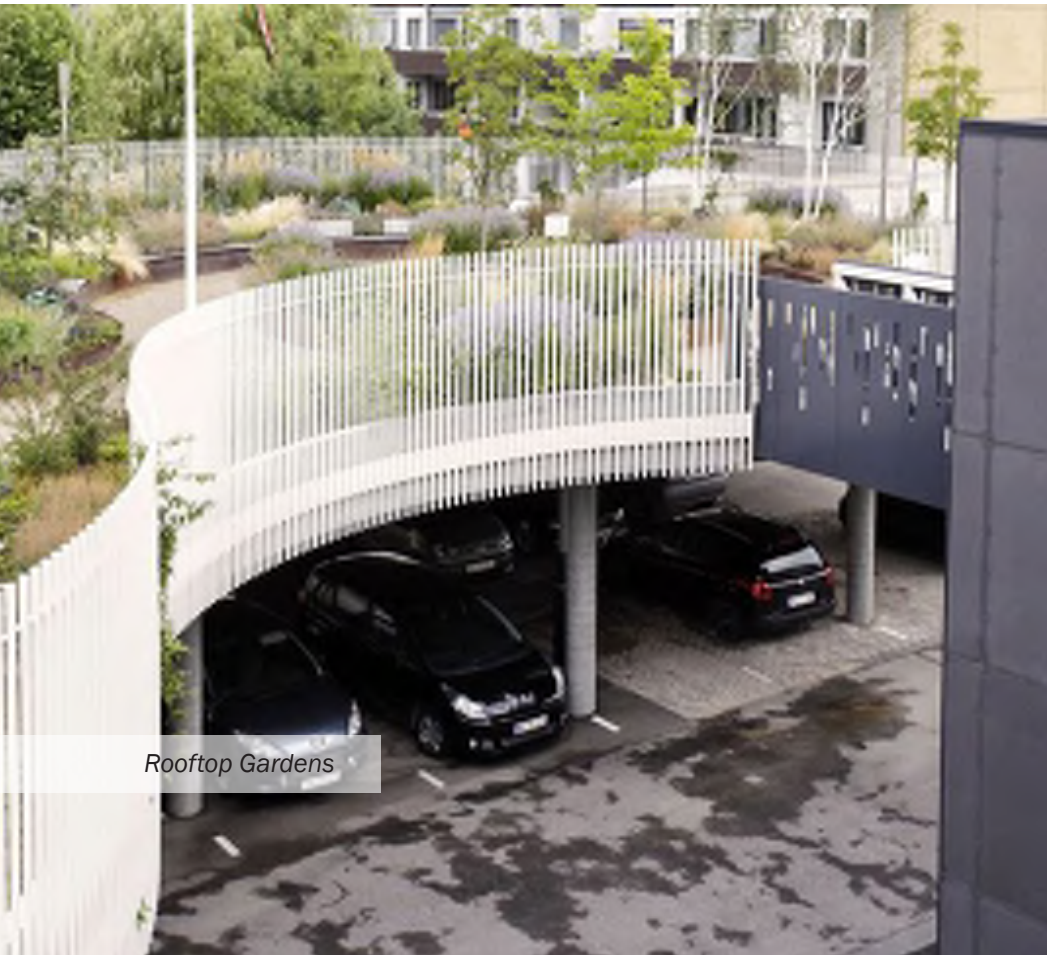
Market Days

FIGURE 01.24 - PLAZA



GREEN SPACE

Community Park, Linear Park, Flex/Performance Lawn, recreational green space, community green space, Hiram Young park extension, Noland Road Parkway trail, Rooftop gardens, Talk of the town, step into history. One thing we heard loud and clear during the process from those that participated was the absence of green space and aesthetics in the downtown. The new vision takes advantage of the gateway to the east along Noland Road and Hiram Park and creates a green welcome mat offering a glimpse to a more pleasant environment. This overall greening continues throughout the downtown in various ways both large and small providing unique spaces to gather, relax, be entertained and enjoy friends and family while discovering places to eat, work and purchase goods.



Rooftop Gardens



Step Into History



Talk of the Town



Flex Lawn

FIGURE 01.25 - GREEN SPACE



COMMUNITY

One of the great attributes of a City the size of Independence, is it's sense of community. Being a part of a community that still has a quaint, small-town feel, where you can slow down a bit, while still being close to activities in adjacent communities is really special. The Master Plan intends to drastically enhance community assets allowing for the citizens of Independence to enjoy this feeling even more so in the future. A new community center is at the top of the list in this proposal to activate more community spirit and involvement. This community asset will act as the anchor to what we think will drive the future heartbeat of the Re-Shaped Square. An entirely new, full city block of community space also including a museum, multi-family housing, a large open space flexible performance lawn with a band shell amphitheater and other “pop up” style commercial or art spaces. This space is thought to provide a more modern approach to architectural styling pushing the pedestrian experience into the next century. Providing a place that creates live, work and play makes for an interesting and diverse development that will have residents and visitors alike attending and re-attending. Imagine a good portion of something like Santa CaliGon Days occurring at this site. Or a downtown concert series. Arts in the park. The events are endless, and all tied directly to the crown jewel, the new community center. The block could be designed in such a way so that it is basically on a flat plane vs the topography that currently exists. Parking is proposed

below to be used for activity onsite as well as for anything going on downtown.

We have previously mentioned a potential repurposing of the Truman Courthouse. A juxtaposition and opposing view of Independence comparing its past and its future compared to the new community center site. Within a block from each other and very walkable.

Taking advantage of the art culture, we are proposing several art galleries which cut through existing buildings providing a totally unique experience in how to view art and meander on foot to other adjacent properties and activities.

We imagine a new modern grocery store being placed in the Master Plan. This could also serve as a marketplace incorporating outdoor dining, providing multiple vendors food court style. Access to food always defines a strong community as well as providing car and foot traffic.

Multiple churches are located in the area, one being the AME Church just north and adjacent to the Hiram Young Park. The plan assumes retaining this church, swapping the land used for parking and placing it along Lexington Avenue so it can be shared with the park on non-church usage times as well also providing more land for the community center location.

Hiram Young Park would remain with upgrades with the space is envisioned for more potential use recognizing its positioning

along the eastern gateway to downtown. It's location along Noland Road is a prominent visual to greening of the Downtown. The plan proposes that the park be extended as a contiguous green space all the way south to the corner of Walnut Street and Noland Road.

Makers Spaces are a new way of extending the community feeling in nurturing small business entrepreneurs that may not have the capital to buy or lease a business space while trying to develop their skills. This type of development allows them to lease space and share amenities with other entrepreneurs in the building. As they become successful and build clientele, they are encouraged to move on to the next phase to allow new entrepreneurs to take over in the space. Food kitchens, crafts, radio/video are few things that could happen here. It could also be a pure learning environment where people are trained to learn skills and venture out.

This area benefits from the Farmer's Market, an existing and successful community asset. The momentum from this effort is something we should strive to replicate.



Accessible Groceries



Artful Encounters

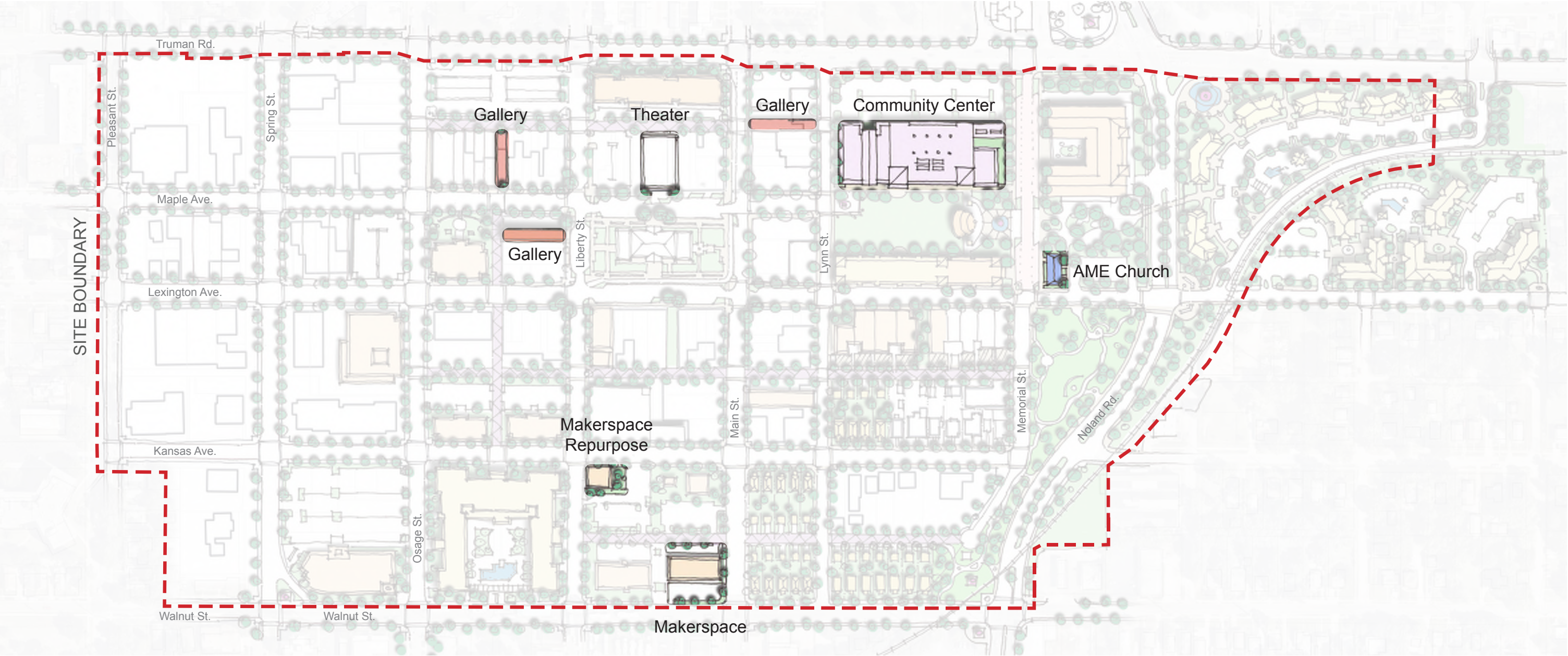


Community Center



Mini-Galleries

FIGURE 01.26 - COMMUNITY



HOUSING

One great way to attract future developers and small business owners is foot traffic created by on site housing. Of course, it could also be said that a great way to attract people to live downtown is a great mix of thriving and interesting business and entertainment. We have seen a resurgence of people, especially young professionals, seeking a more urban living experience. Relying less on cars, working remotely, and enjoying the downtown lifestyle is what a lot of this population is looking for. The Master Plan offers a wide variety of housing styles, some achieved by property acquisition to provide a contiguous amount of land while some is infill within existing housing locations.

Multi-family, mixed use, lofts, townhomes, brownstones, work force, zero lot line, and rooftop amenities are all ideas shown. These ideas provide developers a variety of housing opportunities to bring this exciting Master Plan development to life.



Rooftop Amenities



Mid-Rise Apartments

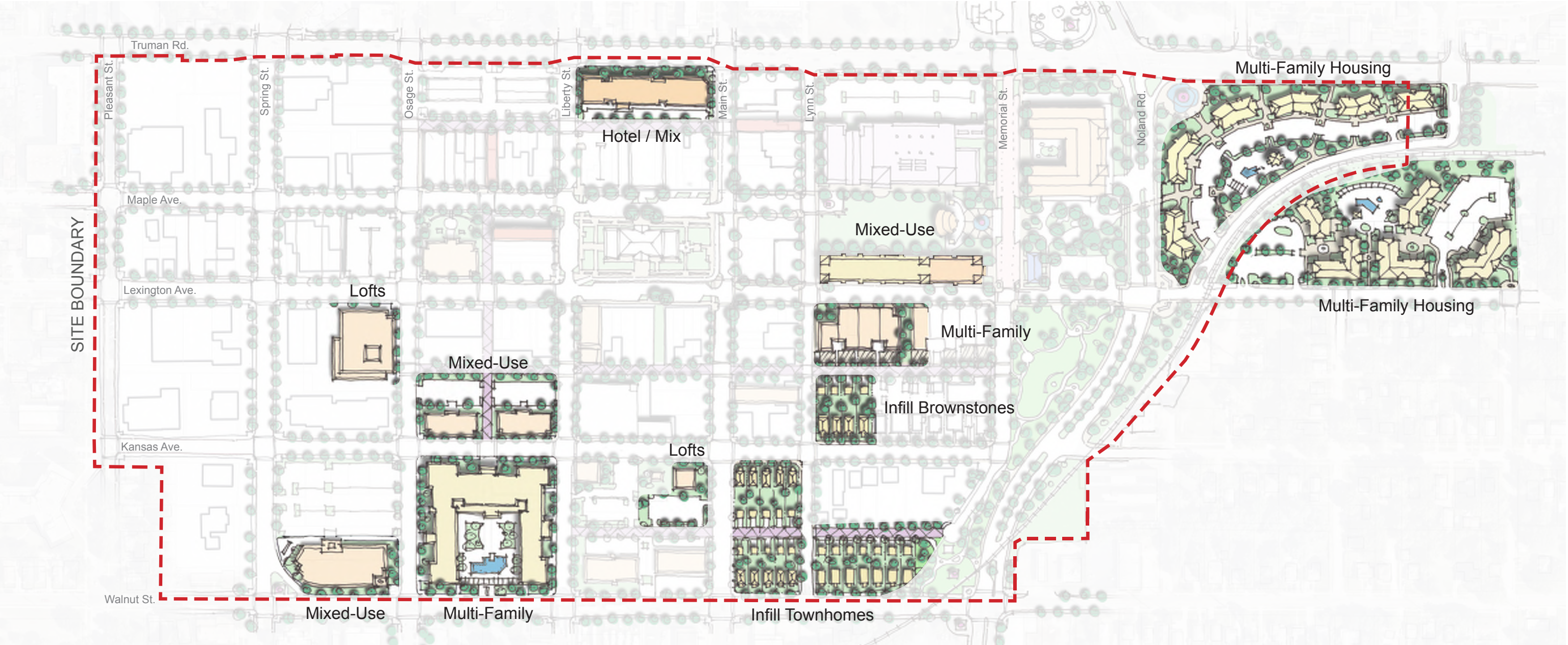


Lot Line Units



Townhomes

FIGURE 01.27 - HOUSING



ENTERTAINMENT

If there is one constant in life, it is that we all, at some level love to be entertained. Sports, music, festivals, street parties, parades, bars, event spaces, dining, and the like. Downtowns thrive when the entertainment mix is plentiful.

Farmers Market, Breweries, Truman Courthouse event square, food court, amphitheater, performance flex lawn, taste of the town, musical gatherings, art festivals, eventful outings, Santa CaliGon Days, etc. The possibilities are endless as the plan will continue to evolve.



Taste of the Town



Eat-Entertainment

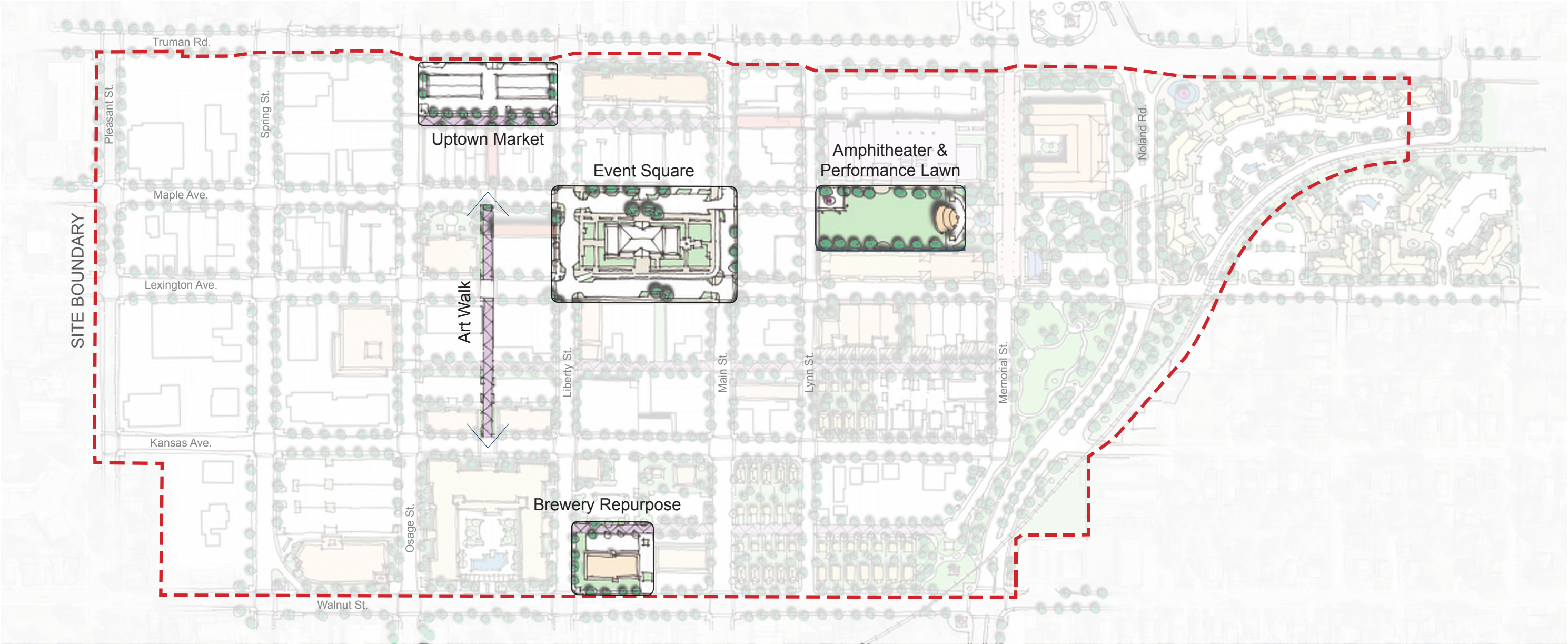


Musical Gatherings



Eventful Outings

FIGURE 01.28 - ENTERTAINMENT



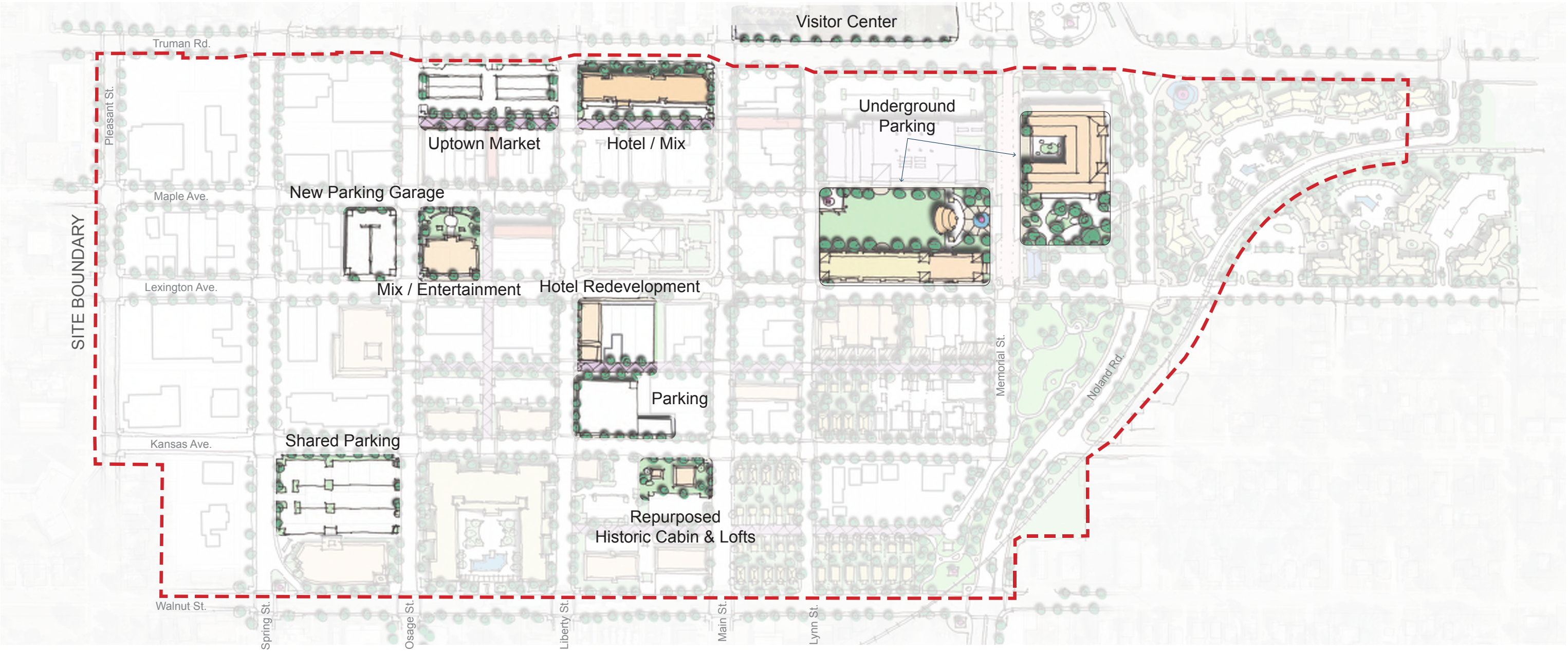
TOURISM

With the unique historical aspect already prevalent in Independence, tourism has a more established base than most communities. Capitalizing on this asset has not been forgotten in the Master Plan.

A wide variety of parking in strategic locations whether above, below or on the ground will make it easier to visit and stroll, adaptive reuse of the historic cabin and possible lofts, repurpose old city hall, hotel redevelopment, museum, visitor center which is underway, hotel/mixed use, boutique hotel, historic stays, refurbishing historic building facades as well as repurposing their use when appropriate. And of course, reimagining the Truman Courthouse are just a few of many possibilities that will only grow with the momentum of the plan begins.



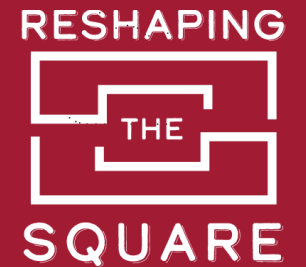
FIGURE 01.29 - TOURISM



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02

MASTER ECONOMIC PLAN



The Master Economic Plan provides the City with a financial path to successfully implement the Master Plan.

A thorough review of the current municipal financial commitments was conducted to assess the potential bonding capacity, relying on general revenue. Various public finance options were evaluated to ensure alignment with the prioritized public infrastructure and municipal facilities as outlined in the Master Plan.

A comprehensive public development budget was developed, detailing the anticipated and recommended City expenses necessary to effectively implement the redevelopment plan. This budget encompasses estimated costs for land acquisitions, public infrastructure improvements, public signage, municipal facilities included in the Master Plan, and additional miscellaneous items.

A development incentives strategy has been formulated to offer recommendations for the City to adopt incentives aimed at encouraging private development.



The Master Economic Plan offers the City a clear financial roadmap for successfully implementing the Master Plan. It includes several key components, such as a Public Financing Analysis, which reviews the City’s financial position and recommends a bonding strategy; a Development Incentives Strategy aimed at attracting private investment and stimulating economic growth; and a Public Improvement Budget to help the City plan and manage redevelopment expenses.

Public Financing

Following a thorough review of the City’s existing financial commitments, an evaluation of its bonding capacity based on general revenue was undertaken. This included an analysis of various public finance mechanisms to ensure alignment with the prioritized public infrastructure and municipal facilities laid out in the City’s Master Plan. From the analysis, it is recommended that the City pursue a General Obligation (GO) Bond as the most suitable funding strategy.

GO Bonds are a widely used municipal finance tool that enables cities to raise capital for large-scale projects without relying on a direct revenue stream specifically derived from the capital project. They are backed by the full faith and credit of the issuing municipality, which guarantees repayment through its ability to levy taxes on residents. This type of bond is particularly effective for funding essential public services and infrastructure projects, as it provides a

reliable source of capital for long-term investments that benefit the broader community. By pursuing a GO Bond, the city can support critical development initiatives while maintaining financial stability and public trust.

To ensure a successful outcome for the GO Bond campaign and vote, the City established a Citizen Advisory Committee (CAC). This committee consists of 20 individuals, including property owners, business owners, community leaders, residents, and students. Prioritizing diverse representation—across age, interests, geographic areas, backgrounds, race, and more—will be essential for the CAC’s effectiveness. The committee will review and provide feedback on the bond campaign’s marketing materials, ensuring they are refined and aligned with the community’s needs and perspectives.

Development Incentives

Development incentives are tools and financial benefits provided by government entities (local, state, or federal) to encourage private developers to invest in specific areas or types of projects. These incentives are designed to reduce the cost of development, mitigate risks, and make projects more financially viable, particularly in areas where development might otherwise be challenging or unattractive. The goal is often to stimulate economic growth, reinvestment revitalize underdeveloped or blighted areas, create jobs, and promote public policy goals.

Common types of real estate development incentives include:

- **Tax Abatements:** Temporary reductions or exemptions from property taxes to reduce the financial burden on developers and property owners. The agreement typically includes a Payment In Lieu Of Taxes (PILOT). PILOT’s are typically based upon the pre-existing property tax. The project may also be exempt from sales taxes on materials and equipment used during construction.
- **Tax Increment Financing (TIF):** A portion of future property tax revenue generated by a development is used to finance upfront infrastructure or other project-related costs. When a TIF district is created, the property tax base is “frozen” at its current level. As property values within the district increase due to new development, the additional tax revenue generated from the increase in property values (the “increment”) is set aside to fund improvements within the district. A TIF cannot be used on a project that is also receiving tax abatement.

- **Community Improvement District:** A special taxing district created to fund public improvements or services within a designated area. CIDs are typically established in commercial districts to promote redevelopment, infrastructure upgrades, or enhanced services such as security, marketing, and maintenance. Property owners or businesses within the CID agree to impose additional taxes—either sales taxes, property taxes, or special assessments—on themselves to generate the necessary funding.
- **Transportation Development District (TDD):** A special taxing district created to finance transportation-related infrastructure improvements within a designated area. The goal of a TDD is to promote development by funding projects such as roads, bridges, public transit facilities, parking structures, or pedestrian walkways.
- **Opportunity Zone:** A designated geographic area in the United States where investors can receive tax benefits for investing in economic development projects. The program was created as part of the 2017 Tax Cuts and Jobs Act to encourage long-term investments in economically distressed communities. The goal is to spur economic growth, job creation, and housing development in areas that might otherwise struggle to attract private capital.

- **Fee Waivers or Reductions:** Reduction in fees typically associated with permitting, zoning, or infrastructure improvements can help lower upfront costs for developers.
- **Historic Preservation Tax Credits:** Incentives provided to developers who restore and preserve historic buildings, helping offset the costs of rehabilitation.
- **Land Acquisition Assistance:** The government may help with acquiring land or providing land at below-market rates for specific types of developments.

These incentives aim to align public policy goals with private investment. By incentivizing such projects, the City will spur projects that may otherwise be financially unfeasible or slow to materialize. In so doing, the City is inducing development, increasing tax base and creating employment opportunities.

Incentive Implementation

The City should implement several incentive tools to spur the redevelopment per the Master Plan, including:

- **Chapter 100 Tax Abatement:** Tax Abatement may be granted by the City pursuant to RSMO Chapter 100 to incentivize private projects. Assumption of title to improvements by the City renders property tax

exempt, while a portion of the abated taxes may be recovered for the taxing districts through payments in lieu of taxes (PILOTS) paid by the property owner. Eligible projects may also take advantage of an exemption on sales tax for construction materials and, if approved by the State of Missouri, sales tax exemption on certain types of personal property.

- **Chapter 353 Tax Abatement:** Tax abatement may be granted by the City pursuant to RSMO Chapter 353 to encourage redevelopment of “Blighted” Areas. An Urban Redevelopment Corporation (“Redevelopment Corporation”) is established to temporarily assume title to properties to be improved. In the absence of extraordinary qualifications, 353 plans shall structure tax abatement at a maximum of 75% during the first ten-year period and 37.5% during subsequent years up to an additional fifteen-year period if such a period of time is warranted.
- **Independence Square TIF Plan:** The primary purpose of the existing TIF is to fund public improvements and façade upgrades that benefit the Redevelopment Area. The TIF revenues should be utilized to fund Master Plan scope, such as utility replacements, pedestrian connections, destination alleyways, and public wayfinding signage.



- **State Supplemental TIF:**
RSMO Chapter 99 (the “TIF Act”) provides a mechanism that permits municipalities with qualifying projects to request that specified State tax revenues be used to supplement local TIF revenues. The revenues available under the State Supplemental TIF Program are required to be used to supplement payments in lieu of taxes, economic activity taxes and other local funds committed by the municipality (as defined in the TIF Act).
- **Missouri Historic Tax Credits:**
The majority of the Independence Square is within the Harry S. Truman National Historic District. Rehabilitation of buildings within this district would qualify for the state historic tax credits; which lowers the taxes owed on rehabilitation expenses.

Public Improvement Budget

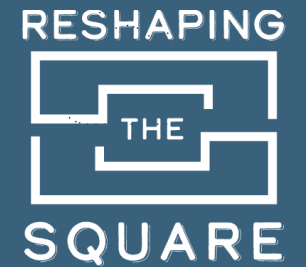
Figure 02.01 Public Development Budget shows a conceptual public improvement budget. This public improvement budget includes anticipated and recommended City expenses to successfully implement the redevelopment plan.

FIGURE 02.01 - PUBLIC DEVELOPMENT BUDGET

<i>Land Acquisitions</i>	
Tier 1	\$3,721,812
Tier 2	\$936,705
<i>Acquired Site Redevelopment</i>	
Tier 1	\$2,145,000
Tier 2	\$500,000
<i>Public Infrastructure</i>	
Utility Replacement	\$7,924,106
Public Wayfinding Signage	\$450,000
Streetscapes	\$1,200,000
Destination Alleyways	\$2,200,000
<i>Municipal Facilities</i>	
Community Center	\$76,464,825
Parking Garage	\$7,560,850
Amphitheatre & Lawn	\$3,308,875
TOTAL	\$106,412,173

03

MASTER BUSINESS PLAN



The Master Business Plan outlines a strategic and actionable framework for the City to effectively implement the broader Master Plan in part with the Master Economic Plan.

A comprehensive Market Study was conducted to validate the demand drivers across multiple sectors, including multi-family housing, retail, office, and hospitality development. The insights from this study were integral in shaping the supply strategies within the Master Plan.

To maintain control over development patterns, municipalities often need to acquire or secure key land parcels. For the City to foster community development and attract investment, gaining control over critical real estate is essential. Accordingly, a targeted land acquisition strategy has been devised to identify and prioritize key parcels and areas.

It is recommended that the City incorporate a new Downtown Overlay Zoning District into the existing Code of Ordinances. This district would establish redevelopment standards and expedite approvals for projects aligned with the Redevelopment Plan's objectives, ensuring that the City attracts and secures optimal investments.

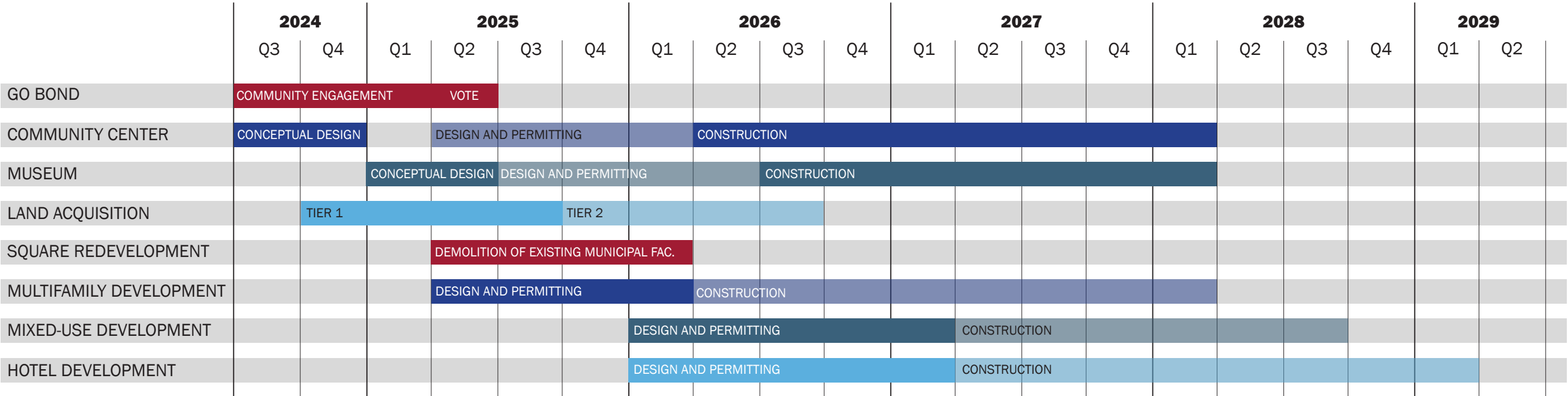
A conceptual Master Development Schedule, as shown in **Figure 03.01** on the next page has been prepared, detailing the steps for plan adoption, land acquisition, public financing, design and engineering, construction, and project delivery.



Redevelopment Schedule

A conceptual Redevelopment Schedule has been prepared for implementation of the Master Plan.

FIGURE 03.01 - REDEVELOPMENT SCHEDULE



The Master Business Plan provides a strategic and actionable framework for the City to effectively implement the broader Master Plan. It encompasses key components including a Market Study, which assesses the viability of specific development types proposed in the Master Plan; a Land Acquisition Strategy to accelerate redevelopment efforts; a Downtown Overlay District designed to support developments that align with the Master Plan’s goals; and a conceptual Redevelopment Schedule to set clear expectations for redevelopment timelines.

Market Study

A comprehensive Market Study was conducted to validate the demand drivers across multiple sectors, including multi-family housing, retail, office, and hospitality development. The insights from this study were integral in shaping the supply strategies within the Master Plan. The conclusions are summarized below. The full Market Study can be found in **Appendix B**.

Retail

Independence Square currently has a lower retail supply per capita compared to competing areas, indicating that demand is being met. However, growth potential is limited due to factors like construction costs and rental rates being lower than feasible for new development or renovation. Over the next few years, around 100,000 to 150,000 square feet of retail space may be added in the area, including surrounding neighborhoods.

Multifamily

There has been no multifamily construction in Independence Square for over 20 years. Despite limited household growth, other submarkets have captured more than 100% of historical demand, suggesting unmet demand. The projection estimates up to 160 new units by 2028. However, based on current construction costs, market rents, and expenses, multifamily development is currently not feasible unless market conditions improve and/or incentives are introduced.

Office

There is no expected demand for new office space beyond what can be accommodated by the existing supply. A modest 5% increase in occupied office space, around 21,700 square feet, could occur if economic conditions remain stable. Any substantial changes in population, foot traffic, or external market demands may alter this forecast.

Hospitality

Independence Square would benefit most from an upscale, select-service hotel. Leisure and group travel, driven by local events, historical sites, and sports, would form the bulk of demand. However, current demand levels, with an occupancy rate of around 56%, do not justify new hotel development. Any new project would need to consider various factors like construction costs, brand loyalty, and amenities, with 2024 being a baseline.

Land Acquisition

To maintain control over development patterns, municipalities often need to acquire or secure key land parcels. For the City to foster community development and attract investment, gaining control over critical real estate is essential. Accordingly, a targeted land acquisition strategy has been devised to identify and prioritize key parcels and areas. Targeted parcels have been ranked in a tier-based system based on strategic importance, value-based analysis, and ease of acquisition.

Reference **Figure 01.01 – Redevelopment Opportunity Plan for location of Blocks**.

Tier 1

Table 03.01 – Tier 1 Parcels shows tier 1 parcels that should be pursued for acquisition and/or redevelopment immediately. Tier 1 primarily consists of parcels controlled by the City of Independence or Jackson County. City of Independence parcels can be utilized for redevelopment immediately with zero acquisition costs. The City can work closely with Jackson County to find new locations for the existing county facilities before acquiring the parcels from the county.

FIGURE 01.01 - REDEVELOPMENT OPPORTUNITY PLAN

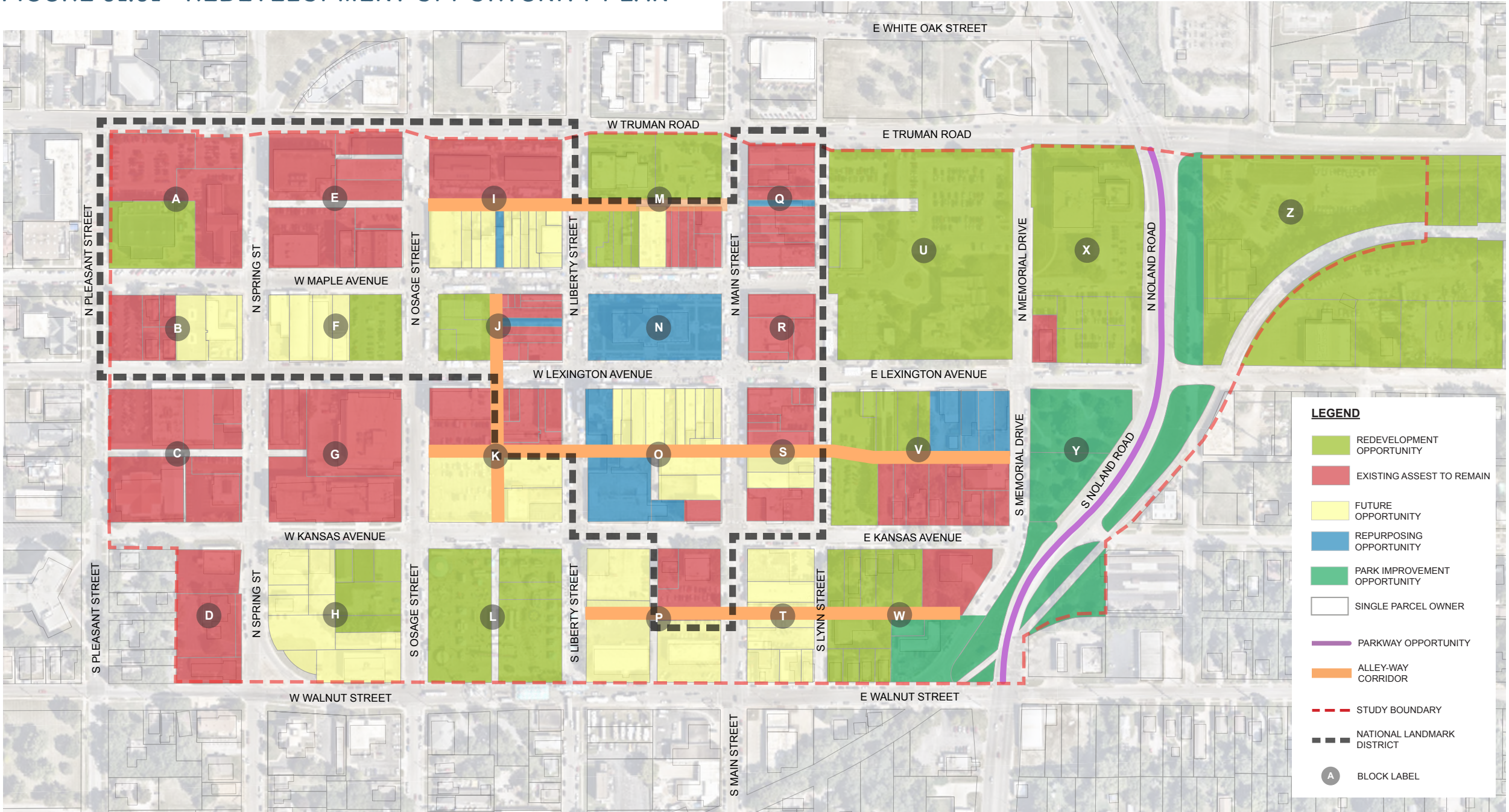


TABLE 03.01 - TIER 1 PARCELS

Block	Current Use	Future Use
<i>(see Figure 01.01 - Redevelopment Opportunity Plan)</i>		
U and X	City of Independence Municipal facilities	Community Center / Mixed-Use Development / Museum
L	Parking lots owned by Jackson County and City of Independence	Multifamily Development
H	Small businesses and vacant lots with various ownership	Parking Lot for Jackson County Courthouse
M (north)	Jackson County office building and City of Independence parking lot	Hotel / Mixed-Use Development
J (west)	City of Independence parking lot	Pocket Park / Mix/ Entertainment Development
N	Historic Truman Courthouse owned by Jackson County	Repurposing of the Historic Truman Courthouse to benefit the citizens.
V (north and west)	Small businesses and parking lots	Multifamily / Mixed-Use Development

Tier 2

Table 03.02 – Tier 2 Parcels shows tier 2 parcels that should be pursued after Tier 1 parcels. Tier 2 primarily consists of parcels owned by private entities and contain existing businesses.

TABLE 03.02 - TIER 1 PARCELS

Block	Current Use	Future Use
(see Figure 01.01 – Redevelopment Opportunity Plan)		
M (southwest)	Private parking lot	Mixed-Use / Public parking garage
F (east)	Private parking lot	Public parking garage
J (parcels 26-230-11-12,13,14)	Vacant retail space	Gallery corridor
I (parcel 26-230-04-05)	Existing business	Gallery corridor
Q (parcel 26-230-02-09)	Existing business	Gallery corridor
Z	Sermon community center	Multifamily development

Downtown Overlay District

It is recommended that the City incorporate a new Downtown Overlay District into the existing Code of Ordinances.

An overlay district is a zoning tool used by municipalities to apply additional regulations or standards on top of the existing zoning rules in a specific geographic area. Overlay districts can modify or enhance the base zoning regulations without changing the underlying zoning classification. They are used to address particular planning goals in a designated area, such as historical preservation and/or economic development.

This district will create a set of redevelopment standards designed to closely align with the objectives outlined in the Redevelopment Plan. By establishing clear guidelines, the district will ensure that new projects contribute to the overall vision for the area, promoting cohesive and sustainable growth.

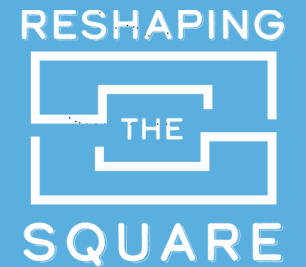
Projects that meet the district’s criteria will be eligible for expedited city approvals, reducing bureaucratic delays and allowing developments to move forward more quickly. This streamlined approval process offers a significant incentive for developers, positioning the district as an attractive location for new investments.

In addition to faster approvals, the district will provide a framework that fosters high-quality, innovative developments, ensuring that the projects within the Square enhance the character and economic vitality of the area. These advantages will not only attract desirable developments but also secure long-term investments, helping to transform the Square into a vibrant, thriving hub for businesses, residents, and visitors alike.

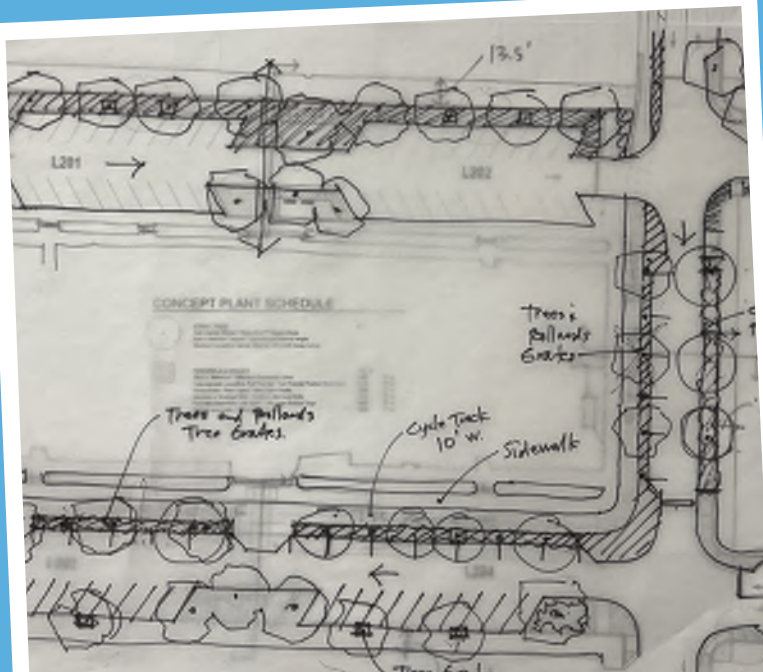


04

IMPLEMENTATION PLAN



An implementation plan provides recommendations to help City staff members, stakeholders, and elected officials make long- and short-term decisions to complete the master plan. The implementation plan provides insights on decision making, funding, marketing and communications, budget estimates, phasing and priority projects. With these insights, the implementation plan can be used as a daily reference tool to evaluate projects to be pursued, developed, and constructed. Their costs, their timing, their importance, and the evaluation of new projects not previously contemplated in the master planning process.



Downtown Independence “The Square” is a valuable source of pride and history for the community, yet it faces increasing threats of obsolescence and deterioration. By having a three pronged approach, including a Master Plan, Master Economic Plan and Master Business Plan; provides an opportunity for reinvestment in the coming years. Reinvestment should be in the form of development of polices, prioritized projects, and the will of the people that support the defined vision for The Square. The following implementation plan outlines strategies, projects, and people that must work in concert to achieve the vision for a revitalized Square.

- **Partner with City Hall.** City-level leadership is critical to the realization of the vision for Independence Square. City departments and City Council should coordinate and align with and bolster downtown redevelopment efforts.
- **Maintain Stakeholder Involvement.** Current collaboration between business organizations and stakeholders must be maintained throughout the implementation process. Communication with those invested parties is necessary for the proactive execution of the Plan.
- **Start with Policy.** Establishing proactive development policies creates the essential framework for future implementation of the Plan. Oftentimes, policy changes can be made quickly and for a minimal cost.
- **Be Bold and Visible.** Early “win” and visible projects helps demonstrate projects and garner the endorsement of the public. Market the early successes to gain support and momentum for long-term ventures.
- **Identify Plan Champions.** Those persons involved in the planning process must continue to champion the Plan over time to maximize success.

In order to achieve the transformation, envision by the stakeholders and community members for Independence Square, it is necessary to be strategic and thoughtful **Section 04 Implementation** dictates this strategy.



Next Steps

This section includes three general next steps, which should be started immediately to achieve visible gains and create a strong atmosphere capable of development as opportunities arise. The steps are as follows:

- Align City Policies and Regulations
- Prepare Additional Planning, Design, and Engineering Documents
- Complete Priority Projects

A timeframe, responsible entity, and cost impact are provided for each implementation task. These items are explained as follows:

- **Timeframe:** A general timeframe is provided for each implementation task. Generally, low-cost strategies with simple implementation steps are planned for the immediate future.
 - *Immediately* – (Start within 1 year) Low cost, ease of implementation, directly advances other strategies, or addresses critical issues.
 - *Short-Term* – (1-3 years) Fairly significant costs, but with planning can be implemented within this timeframe.
- **Responsible Entities:** Responsible entities are assigned to each of the implementation task. The identified organization, entity, or department is either currently involved with similar projects or possesses the capability and/or authority to implement such strategies. The City, specifically the Planning Department and City Council, will likely be involved in a majority of the implementation tasks. Outside expertise, such as consultancies skilled in planning, engineering, and design will also be necessary.
- **Ease of Implementation:** The ease of implementation is indicated by a grade scale from “A” to “C”. This category is a collective indicator of the anticipated level of effort by City staff members, property owners, partnering agencies, cost and budget considerations, and general stakeholder desire.
 - A – Tasks that require policy changes or partnerships with limited outside funding requirements and can largely be done in-house
 - B – Tasks that require relatively affordable consulting services, infrastructure improvements, and/or multi-agency coordination
 - C – Tasks that require high levels of planning, engineering, or design and infrastructure expansion with significant investment

Align City Policies and Regulation

The following summarized administrative and regulatory actions should be completed by the City within the proposed timeframes with full assistance of the identified responsible entities. In general, these changes can be completed in a short timeframe and rely on little funding allocation.

Adopt the Master Plan The Reshaping the Square: Independence Redevelopment Master Plan should be adopted by the Independence City Council as the City’s official guide for development and capital improvements with the project area. It is essential that the Plan be used by City staff members when reviewing and evaluating all proposals for improvement within the project area. The document should be accepted as a subarea plan.

- **Timeframe:** Immediately
- **Responsible Entity:** City Manager, Community Development, City Council
- **Ease of Implementation:** A

Amend Relevant Ordinances & Plans

Once the Reshaping the Square: Independence Redevelopment Master Plan has been adopted, the City should amend affected ordinances and plans at their traditional time of review so that they may be aligned with the vision and recommendations of this Plan. This update process should review the following documents, but not limited to:

- *Independence, Missouri Comprehensive Plan (2017)*
- *City of Independence, Missouri Code of Ordinances*
- *Capital Improvements Program (2024-2030)*
- **Timeframe:** Immediately
- **Responsible Entity:** City Manager, Community Development, Planning Commission, City Council
- **Ease of Implementation:** A

Establish A Downtown Overlay District

The Downtown Overlay should implement the recommendations in Section 01 Master Plan. The overlay “tool” is a simpler method of regulation - allowing issues of boundaries, teardowns, rehabs, style, character, and use to be addressed in a simpler manor than rezoning to an existing classification.

The Overlay District should create a set of redevelopment standards designed to closely align with the objectives outlined in this Plan. The district should foster a streamlined development review process that encourages reinvestment, rather than deterring it. Worthy rehabilitations, redevelopment, and development of vacant sites should be welcomed and incentivized, yet guided.

- **Timeframe:** Immediately
- **Responsible Entity:** City Manager, Community Development, Planning Commission, City Council
- **Ease of Implementation:** B

Prepare Additional Planning, Design, and Engineering Documents

The following plans, studies, and guidelines should be developed to further the recommendations of the Plan. Many of the plan, studies, and guidelines will reference the Reshaping the Square Master Plan, and as such, should be implemented in concert.

Prepare a Marketing and Educational Materials

To support **Section 03 Master Business Plan**, promotional and educational material should be undertaken. Strategic marketing and education is critical to the realization of the Plan. As such, the marketing should: (1) attract both local and regional visitors, (2) improve business and property owner confidence in the long-term future of the project area; and (3) act as a marketing tool for recruiting new business, investors, and developers.

As part of the marketing plan, a coordinated effort is needed to clearly address the downtown’s image, brand, and outreach program. As the project area develops, this will become increasingly important, as outreach broadens to the region; the message must be controlled and united. Elements including the

development’s name, logo, correspondence materials, newsletters, social media, and website should be all considered and designed as a family of materials utilizing the same branding and message.

- **Timeframe:** Immediately
- **Responsible Entity:** City Manager, Community Development, City Communications, Downtown Square Association, Independence Chamber of Commerce
- **Ease of Implementation:** B

Physical Brand Downtown should utilize the proposed streetscape improvements identified in the Master Plan when planning for funding wayfinding, branding, signage, and gateway improvements. Each physical improvement should work towards establishing a clear, succinct identity through the use of set colors, architectural materials, and a logo.

- **Timeframe:** Short-Term
- **Responsible Entity:** City Manager, Community Development
- **Ease of Implementation:** B

Prepare a Utilities and Infrastructure Improvements Plan

Utility and infrastructure improvements while expensive, will dramatically alter downtown’s functionality and physical characteristics. A strategic utilities and infrastructure improvements plan should be created to guide the improvements and ensure they are adequate and appropriate.

- **Timeframe:** Short-Term
- **Responsible Entity:** City Manager, Community Development, Public Works
- **Ease of Implementation:** C



Complete Priority Projects

The following projects are recommended as priority projects for two reasons: they are either manageable and/or highly visible. Through coordination with various agencies, community groups, and the private development community, each project has great potential to excite community members and spur private investment.

It is important to note that the following projects have been designated as a priority due to their high visibility, the entities involved, or their ability to excite the community and build momentum, not because of their cost.

General Obligation Bond Program

The city and leadership should identify a set bond amount to fund a variety of public improvements in Independence such as street and sewer infrastructure, public facilities, and parks and recreational facilities. Consideration for bond allocation towards improvements and facilities identified in the Reshaping the Square Master Plan is important to establishing economic development in downtown.

- **Timeframe:** Immediately
- **Responsible Entity:** City Manager, Citizens Advisory Committee, City Council
- **Ease of Implementation:** B

Planning and Development of City Assets Design and engineer construction plans for the community center, infrastructure improvements and demolition plans of the existing Police Headquarters and City Hall.

- **Timeframe:** Immediately
- **Responsible Entity:** City Manager, Community Development, Planning Commission, City Council
- **Ease of Implementation:** C

Acquire County Properties

Coordinate with county staff to acquire key priority areas within the Square district that are currently owned by Jackson County.

- **Timeframe:** Immediately
- **Responsible Entity:** City Manager, County Administration, Planning Commission, City Council
- **Ease of Implementation:** B

Solicit Development Industry

Establish a marketing plan and strategy for attracting industry professionals and developers to implement the overall Master Plan vision.

- **Timeframe:** Short-Term
- **Responsible Entity:** City Manager, Community Independence Chamber of Commerce. Square Association
- **Ease of Implementation:** A

Source Funding As recommended several incentive tools should be used to spur development and redevelopment identified in the Master Plan, including:

- **Chapter 100 Tax Abatement** - Tax abatement may be granted by the City pursuant to RSMO Chapter 100 to incentive private projects. Assumption of title to improvements by the City renders property tax exempt, while a portion of the abated taxes may be recovered for the taxing districts through payments in lieu of taxes (PILOTS) paid by the property owner. Eligible projects may also take advantage of an exemption on sales tax for construction materials and if approved by the State of Missouri, sales tax exemption on certain types of personal property.
- **Chapter 353 Tax Abatement** - Tax abatement may be granted by the City pursuant to RSMO Chapter 353 to encourage redevelopment of “Blighted” Areas. An Urban Redevelopment Corporation is established to temporarily assume title to properties to be improved. In the absence of extraordinary qualifications, 353 plans shall structure tax abatement at a maximum of 75% during the first ten-year period and 37.5% during the subsequent years up to an additional fifteen-year period if such a period of time is warranted.

- **Independence Square TIF Plan** - The primary purpose of the existing TIF is to fund public improvements and facade upgrades that benefit the Redevelopment Area. The TIF revenues should be utilized to fund the Master Plan scope, such as utility replacements, pedestrian connections, destination alleyways, and public wayfinding signage.

- **State Supplemental TIF** - RSMO Chapter 99 (the “TIF Act”) provides a mechanism that permits municipalities with qualifying projects to request that specified State tax revenues be used to supplement local TIF revenues. The revenues available under the State Supplement TIF Program are required to be used to supplement payments in lieu of taxes, economic activity taxes and other local funds committed by the municipality (as defined in the TIF Act).

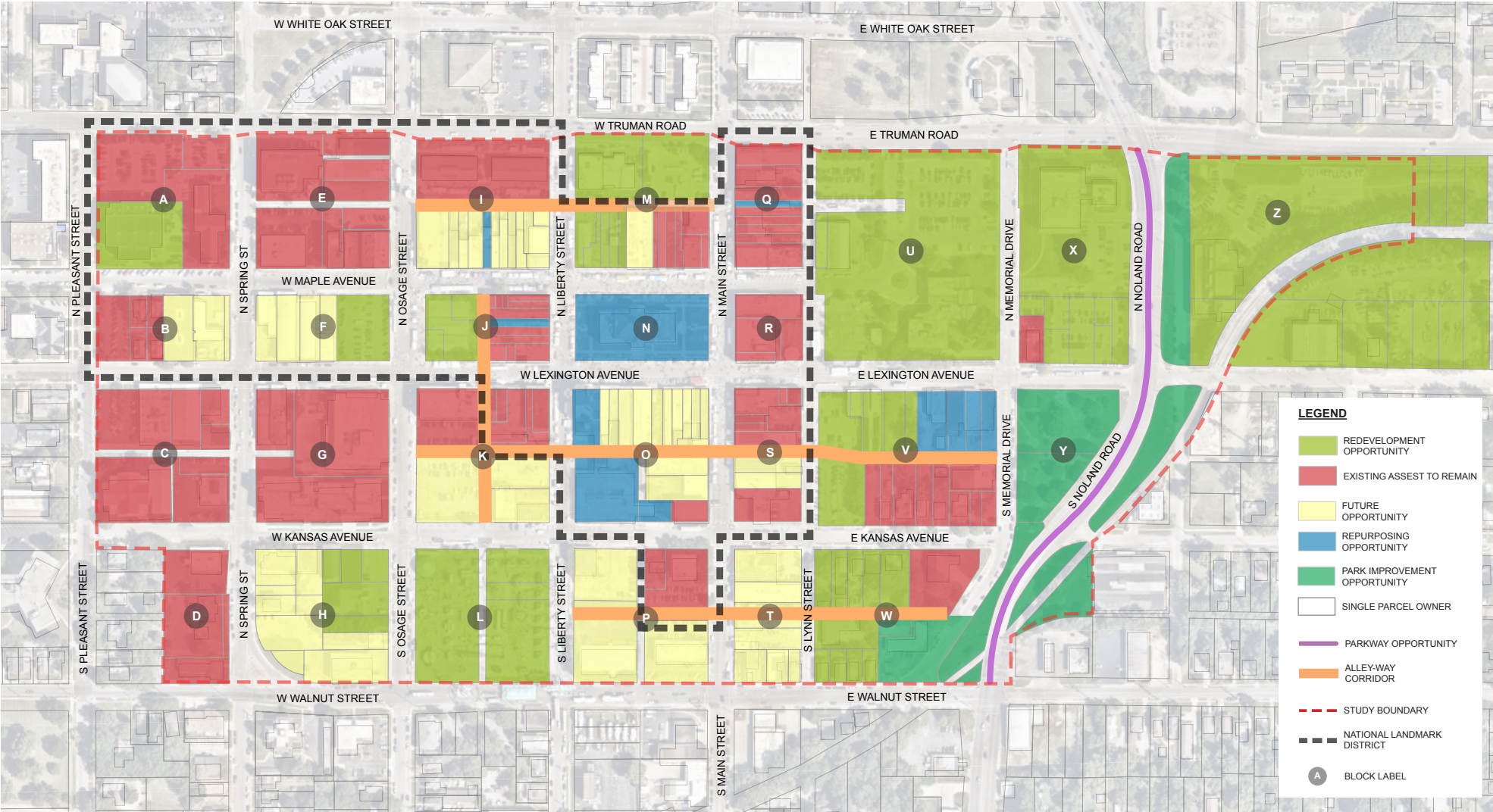
- **Missouri Historic Tax Credits** - The majority of Independence Square is within the Harry S. Truman National Historic District. Rehabilitation of buildings within this district would qualify for the state historic tax credits: which lowers the taxes owed on rehabilitation expenses.

- **Timeframe:** Ongoing
- **Responsible Entity:** City Manager, Community Development, Planning Commission, City Council
- **Ease of Implementation:** A



Master Plan Phasing Figure 01.01 in **Section 01 Master Plan** and shown below demonstrates the order in which the project should be implemented. The phasing graphics should be reviewed in line with the probable public development budget outlined in **Figure 02.01** in **Section 02 Master Economic Plan**. In general, the phasing follows several first steps of land acquisition, approval of the general obligation bond, and vacation of the existing City Hall and Police Headquarters.

FIGURE 01.01 - REDEVELOPMENT OPPORTUNITY PLAN



A

APPENDIX

ENGAGEMENT SUMMARY

A good plan is developed with the community, and not just for it. Through a series of public engagement opportunities, the planning team was able to collaborate with the community on the thoughts, ideas, and comments that became the recommendations put forth in this Plan. **Appendix A** summarizes both that process and its outcomes.



OVERVIEW

This section summarizes the stakeholder and public engagement opportunities that were conducted to collect valuable input that helped guide this planning process. Stakeholder and public engagement is a critical component of any public planning process as it capitalizes on the knowledge and desires of those who know the community best.

Key Findings

Independence Square is in need of reactivation and enlivenment. Desired future land uses include multi-family housing, hotels, entertainment/recreation, green space/ outdoor gathering areas, and grocery stores. Upper floors of historic buildings, especially around the Square, should be utilized as housing or office spaces. Density should be promoted and increased by prioritizing the development of vacant lots.

Desired attractions in the Square include concert venues, family-friendly attractions, and evening activities. Police relocating out of the planning area presents an opportunity for development or redevelopment. Underutilized parking lots are other areas to consider for development or redevelopment. Support for local businesses should be prioritized. Historic buildings are a valuable asset to the Square. Façade restoration and reconstruction should be considered along with design guidelines that ensure building cohesion in new development.

Reshaping the Square: *Independence, Missouri Redevelopment Plan*

The Square has a rich history with a vibrant, engaged community surrounding it and should be marketed as such. There is a desire to reach consensus on branding and a unified visual identity. Operational issues include a lack of wayfinding signage, parking, and inconsistent business operating hours. Maintenance issues that exist are poor sidewalk conditions, a lack of lighting, and a lack of utilities infrastructure, including electricity and watering systems for landscaping.

Streetscaping throughout the Square is desired to add both vehicular and pedestrian amenities, landscaping, and safety features. Vibrant outdoor gathering areas present opportunities for public art and interactive history elements. Wayfinding signage is needed to orient traffic to destinations and attractions. Gateway opportunities along Truman Road and Noland Road should be considered to signal the entry into the Square.

Current transportation issues include congestion, crashes and/or near-misses, especially along Truman Road and Noland Road. Parking space quantity is not as much of an issue than the quality and location of parking lots. Additionally, many sections of sidewalk are in poor condition and in need of repair.

Steering Committee

Shortly after the kickoff of the planning process, an Independence Square Plan Steering Committee was established. The Steering Committee was comprised

of individuals with a vested interest in Independence Square who operated as a sounding board for the planning team. Members of the Steering Committee volunteered their time to participate in the three-day Visioning and Planning Charrette in January 2024, where they worked alongside the planning team and City staff to develop a future vision for Independence Square.

PROJECT OUTREACH

Multiple media outlets were used to ensure Independence’s stakeholders and residents were aware of the project and opportunities to get involved:

Press Releases

A press release was published on January 19, 2024 to provide an overview of the project and spread the word about the public open house that took place the evening of January 25, 2024.

Social Media

Graphics were created to advertise the public open house on the City website and social media accounts.

VISIONING AND PLANNING CHARRETTE

Purpose

The Visioning and Planning Charrette is a critical milestone for the planning process. It is a time for the community to meet and work together to identify the current issues and opportunities facing the Square and establish a vision for the future. The goal of the charrette is to guide the development of the Plan, ensuring it is reflective of overarching community goals.

The charrette consists of two phases. The first phase of the process is **visioning**, which consists of high-level activities that aim to explore the things that are and are not working for the area alongside desires for the future. Stakeholders are encouraged to approach this phase as a time to dream big without being clouded by constraints such as time or cost. Visioning intentionally strips away what often holds people back from being truly honest about what they want to see. Once the needs, wants, and desires have been fully explored, the constraints and roadblocks can be discussed. With the openness that comes from sharing with one another about what is desired, a more informed conversation can be had about specific issues and goals for the future.



The second phase of the charrette uses goes deeper into specific issues within categories such as land use, transportation, economic development, etc. to identify priority areas and begin developing concepts. The **planning** phase asks for specific feedback, narrowing the focus of engagement through iterations of stakeholder review that aim to reach consensus on goals for the future.

Charrettes are typically multi-day, in-person events that are highly collaborative. The momentum built during the charrette drives the planning process forward in a way that allows the community to take ownership through involvement. The primary goal of the charrette is to create consensus, which is the most powerful tool for ensuring plan implementation once the planning process is complete.

Overview

The Visioning and Planning Charrette took place January 22, 24, and 25, 2024 at the Independence Chamber of Commerce (210 West Truman Road, Independence, MO 64050). The three-day workshop was attended by the planning team, Steering Committee members, and City staff members.

In preparation for the charrette, the planning team carried out an existing conditions evaluation and analysis. A high-level overview of the analysis was presented during the charrette, allowing participants to provide input on and ask questions about initial findings. Details on each day of the charrette are described in the sections below.

Day 1 – Monday, January 22, 2024

The charrette began with an introductory Steering Committee session. Members of the planning team led an overview of the charrette purpose, process, and schedule for the next three days. Next, existing site conditions were presented, followed by an overview of findings from the economic and market study conducted for the Square. To give additional context for the downtown redevelopment effort, the planning team talked through case studies of nearby jurisdictions who recently completed similar projects. The case studies included Gladstone, Liberty, and Lee’s Summit, Missouri and Overland Park, Kansas. After a quick break, the planning team gave instructions to the Steering Committee on feedback exercises.

WORD CLOUDS

The first exercise asked Steering Committee members- in three, single-word answers each- what are three things that make you proud of the Square and what are three challenges you face in or about the Square? The planning team then compiled the responses into word clouds (*at right*). The larger the word size in a word cloud, the more times it was repeated as a response to the question. Word clouds are helpful in finding similar trains of thought between respondents.

Question 1: What are three things that make you proud of the square area?



Question 2: What are three challenges we face in or about the square area?



ISSUES AND OPPORTUNITIES

The next exercise asked the Steering Committee to work their way around the room to answer questions organized into six topic stations. Each station had a group of posters with questions, some of which included maps for locating specific areas. The planning team gave the attendees time to answer each of the following questions using sticky notes and dots:

Land Use and Development:

- 1. What land uses are missing from or desired in the planning area? Tell us using a sticky note.
- 2. Where should specific land uses be located? Show us by placing dots on the map, following the legend. Tell us more with sticky notes if desired.
- 3. Are there any existing land uses that are misplaced? If so, which ones? Tell us with a sticky note and by placing a red dot on the map.
- 4. What land uses should be preserved within the planning area? Tell us with a sticky note and show us by placing a green dot on the map.

Placemaking, Public Space, and Aesthetics:

- 1. Should new parks or public space be developed in the planning area? If so, where? Show us by placing a green dot on the map and describe your desired space using a sticky note.
- 2. How can we make the planning area more beautiful? Where? Tell us using a sticky note.
- 3. What would make it more enjoyable or comfortable to walk or bike in the planning area? Tell us by using a sticky note.
- 4. Are there any places in the planning area that should have a gateway welcoming people to the square? When do you feel like you’ve arrived at the square? Show us by placing a yellow dot on the map and tell us why using a sticky note.

Transportation and Parking:

- 1. Where is it difficult to walk in the planning area? Where are missing pedestrian connections? Show us by placing a pink dot on the map and tell us why using a sticky note.
- 2. Where is it difficult to bike in the planning area? Where are missing bicycle connections? Show us by placing an orange dot on the map and tell us why using a sticky note.

- 3. What are the missing vehicular connections within or to/from the planning area? Show us by placing a purple dot on the map and tell us why using a sticky note.
- 4. Where is traffic congested? Are there any high crash locations? Tell us using a sticky note.
- 5. Where is there enough parking? Show us by placing a green dot on the map.
- 6. Where is there not enough parking? Place a red dot on the map to show us.

Economic Development and Vibrancy

- 1. What areas of the planning area are primed and ready for development or redevelopment? Show us by placing a purple dot on the map and tell us why with a sticky note.
- 2. Tell us what places in the planning area you consider underutilized resources using a sticky note.
- 3. Mark on the map the places you consider attractions in the planning area. Use a blue dot. List them using a sticky note.
- 4. Where do you consider the center or “heart” of the planning area. Place a green dot on the map to show us. Use a sticky note to tell us why.

- 5. What attractions, entertainment opportunities, programs, and events would you like to see that do not currently exist in the planning area? Tell us with a sticky note.
- 6. What program spaces and amenities are desired in a new community center? Tell us with a sticky note.

Architecture and Built Form

- 1. In what areas should there be a building height restriction? If so, how many stories? Tell us with a sticky note.
- 2. What about your favorite buildings makes them your favorite? Mark your favorite buildings on the map with a purple dot and tell us why they’re your favorite using a sticky note.
- 3. What are the best landmark buildings in the planning area? Show us by placing a pink dot on the map, and list them using sticky notes.
- 4. Think about areas that you like to walk around (could be anywhere!). What makes the buildings/facades enjoyable to walk by? Tell us using a sticky note.

District and Business Operations

1. What can be done to improve business operations within the planning area? Tell us by using a sticky note.
2. What operational issues exist within the planning area? Tell us using a sticky note.
3. What maintenance issues exist within the planning area? Tell us using a sticky note.
4. What marketing/branding/identity issues exist within the planning area? Tell us using a sticky note.
5. Describe the “brand” you’d like to see for the planning area. Scan the QR code to participate in a word cloud exercise to answer.
6. Put a dot by your preferred project logo. Tell us what you think with a sticky note.

Feedback collected during Issues and Opportunities can be found in **Full Documentation of Responses**. After the exercise, members of the planning team worked for the remainder of the afternoon to develop initial draft concepts during a closed studio session.

Day 2 – Wednesday, January 24, 2024

The planning team spent the morning of the second day finalizing the initial draft concepts before the Steering Committee review session. From 1:00 p.m. to 2:30 p.m., the planning team presented concepts developed based on feedback gathered during the first day. Steering Committee members were encouraged to leave detailed feedback, which can be found in **Full Documentation of Responses**. After the review session, the planning team spent the remainder of the afternoon revising concepts based on feedback during a closed studio session.

Day 3 – Thursday, January 25, 2024

STEERING COMMITTEE

Review and comment on draft concepts – 1:00 p.m. to 2:30 p.m.

CLOSED STUDIO

PUBLIC OPEN HOUSE

The planning team continued working through revised concepts through the morning of the third day. Another Steering Committee review session was held from 1:00 p.m. to 2:30 p.m. to allow the planning team an opportunity to present revised concepts and ask for another round of feedback before the public open house. Feedback on revised concepts can be found in **Full Documentation of Responses**. After the review session, the planning team made quick revisions and set up the room for the public open house.

Public Open House

The public open house took place on the evening of Thursday, January 25, 2024 from 5:30 p.m. to 7:30 p.m. at the Independence Chamber of Commerce (201 West Truman Road, Independence, MO 64050). Community members were welcome to participate in the Issues and Opportunities exercise completed by the Steering Committee on the first day of the charrette and leave feedback on the concepts developed throughout the charrette. The open house was set up in a self-guided format around the room. There was no presentation, but details on the planning process, purpose, and timeline were included as introductory information. Members of City leadership and the consultant team were present to answer questions.

Feedback from the public open house can be found in **Full Documentation of Responses**.

FULL DOCUMENTATION OF RESPONSES

Visioning and Planning Charrette

Day 1 – Issues and Opportunities

LAND USE AND DEVELOPMENT

1. What land uses are missing from or desired in the planning area? Tell us using a sticky note.
 - Multi-family (x5)
 - Apartments
 - Hotel (x6)
 - Boutique
 - Upper floor residential (x2)
 - Upper floor use
 - 2nd story mixed use/office
 - Green sit-down space
 - Community recreation space (x2)
 - Nice streetscape
 - Gathering space
 - Open space (x2)
 - More shade

- District signage (x2)
- Sense of brand (x2)
- Past 8pm activity
- Entertainment (x3)
- Concert venue
- Less surface parking in prime development areas (x2)
- Redevelopment plan
- Grocery (x2)
- Density housing
- Service uses

2. Where should specific land uses be located? Show us by placing dots on the map, following the legend. Tell us more with sticky notes if needed.
 - Wayfinding signage
 - Parking
 - Independence theater storage building

4. What land uses should be preserved within the planning area? Tell us with a sticky note and show us by placing a green dot on the map.

PLACEMAKING, PUBLIC SPACE, AND AESTHETICS

1. Should new parks or public space be developed in the planning area? If so, where? Show us by placing a green dot on the map and describe your desired space using a sticky note.
 - W. Maple connection from City Hall to Square
 - Upgrade Liberty from Square south to County/City parking lot
 - Demo old Jones store
 - Trails
 - Streetscape/potential for pocket parks and civic art
 - Community center
 - Museum- potential for outdoor exhibits
 - Santa CaliGon pavilion?
 - Vacate Memorial Drive
 - Public art/murals
 - Make HST courthouse greenspace friendly

2. How can we make the planning area more beautiful? Where? Tell us using a sticky note.

- Trees (x5)
 - » Trees all around the square
 - » Landscaping, trees
- Expand streetscape- trees, lighting, banners, signage (x2)
- Less surface parking
- Power and Light District-style “living room”
- Redo façade on out-of-character
- Façade renovation
- Signage (x4)
 - » Wayfinding signage (x3)
- Fill building gaps
- Places to rest, green space, benches, lighting
- Art

3. What would make it more enjoyable or comfortable to walk or bike in the planning area? Tell us by using a sticky note.

- Signage (x3)
 - » Wayfinding signage
- Sidewalks
- Shade (x3)
 - » Shade/landscaping (x2)
- Art
- Lighting (x3)
- Cycle event/club (x2)
- Safety

4. Are there any places in the planning area that should have a gateway welcoming people to the square? When do you feel like you’ve arrived at the square? Show us by placing a yellow dot on the map and tell us why using a sticky note.

- Along Truman
- Along Noland
- Noland (x2)
- Truman (x2)
- Truman Road from KC needs to be upgraded; very unpleasant experience
- Lexington
- Truman and Main (x2)
- Noland and Lexington (x2)
- Osage and Truman (x2)
- Main
- 23rd
- Spring

TRANSPORTATION AND PARKING

1. Where is it difficult to walk in the planning area? Where are missing pedestrian connections? Show us by placing a pink dot on the map and tell us why using a sticky note.

- Everywhere
- Civic campus not pedestrian
- During summer entire commercial district – too hot, no shade

2. Where is it difficult to bike in the planning area? Where are missing bicycle connections? Show us by placing an orange dot on the map and tell us why using a sticky note.

- All
- Truman and Main/Liberty/Lynn/Osage
- Everywhere

3. What are the missing vehicular connections within or to/from the planning area? Show us by placing a purple dot on the map and tell us why with a sticky note.

- More and better charging spots for electric cars

4. Where is traffic congested? Are there any high crash locations? Tell us using a sticky note.

- Truman
- Noland
- Osage and Truman
- Truman and Delaware – lots of accidents and near misses
- Lexington between Main and Liberty
- One-way drive wrong direction
- Too many stop signs

5. Where is there enough parking? Show us by placing a green dot on the map.

- Everywhere. You can have front row parking always.
- Nope
- Need a central parking (x2)

6. Where is there not enough parking? Show us by placing a red dot on the map.

ECONOMIC DEVELOPMENT AND VIBRANCY

1. What areas of the planning area are primed and ready for development or redevelopment? Show us by placing a purple dot on the map and tell us why with a sticky note.

- Moving police (x2)
- With the police moving, this lot could be ready sooner rather than later (x2)
- Old parking lots (x2)
- Lynn Street needs love!
- Hotels
- Better gateway into Square (x2)
- County is underutilizing the courthouse (x2)
- Board of elections should be redeveloped (x2)
- 2nd level of all buildings around the square
- Empty space carnival lot (x2)

2. Tell us what places in the planning area you consider underutilized resources.

- Green space (x2)
- All green space
- Empty parking lots (x2)
- County property
- Sermon Center (x2)
- City Hall
- Police HQ

- Jackson County Election Board
- City/County parking; KS and Liberty
- Historic Square buildings in center

3. Mark on the map the places you consider attractions in the planning area. Use a blue dot. List them using a sticky note.

- Jackson County Courthouse
- Jail (x2)
- Restaurants (x2)
- Retail
- Truman Courthouse and Gallery
- Polly’s Pop
- 3 Trails Brewing

4. Where do you consider the center or “heart” of the planning area? Place a green dot on the map to show us. Use a sticky note to tell us why.

- Courthouse (x4)
 - » This Historic Courthouse is the heart
- Independence Square Association
- Ophelia’s



5. What program spaces and amenities are desired in a new community center? Tell us with a sticky note. - Indoor waterpark - Pickleball courts (x2) - Things that bring visitors and \$\$\$ - Concert area (x2) - Space for concerts - Youth sports facility - Outdoor gathering space - Wayfinding signage - Obvious parking - Walkability - Track - Capsule hotel - Pool - Senior activities - Library - Amphitheater	- Art fairs (x2) - Community art/theater - Bike club - Concert venue (x2) - Food truck night - Bar crawl	- Restaurant - AT&T should be residential - Café Verona courtyard - Market - Art gallery - History - Courthouse Candy – great presence - Initiate façade renovation/replacement program	- Water features - Sidewalks and pathways - English architecture - Coherent architecture - Statues, art (x2) - Large windows and brick façade - Pedestrian paths and signage	2. What operational issues exist within the planning area? Tell us using a sticky note. - Parking (x2) - Wayfinding signs/signage (x3) - Traffic flow for parking - Lack of tourism - Lack of prev. and deferred maintenance (x2) - Party signage - Density and residential opportunities (x2) - Torn up parking lots - Stop signs too many - Vacant spaces between businesses	- Curbs - Streetlights - Trees
6. What attractions, entertainment opportunities, programs, and events would you like to see that do not currently exist in the planning area? Tell us with a sticky note. - Night life (x3) - More night life; club, dance floor - Live stage theater performances - Family attractions (x2) - Kids attractions (x2)	1. What areas should there be a building height restriction? If so, how many stories? Tell us with a sticky note. - None (x2) - Restrictions only if they impede views - Depends on use of building- apartments, office - Depends on zone on square- maybe 6-7 - Only immediately surrounding the square - Depends on the location 2. What about your favorite buildings makes them your favorite? Mark your favorite buildings on the map with a purple dot and tell us why they’re your favorite using a sticky note. - Carol building - sunshine if developed right - Courthouse – history - Courtyard	3. What are the best landmark buildings in the planning area? Show us by placing a pink dot on the map and list them using sticky notes. - Market - Farmers market - County Courthouse - Historic significance 4. Think about areas that you like to walk around (could be anywhere!). What makes the buildings/facades enjoyable to walk by? Tell us using a sticky note. - Truman Library – green space and architecture - Architecture - Safety - Lights, patios, safety (x2) - Benches (x2) - Trees, shade (x2) - Outdoor	1. What can be done to improve business operations within the planning area? Tell us using a sticky note. - Streets and parking - More inviting outside space - Nightlife for youth (x3) - Tourism - Wider sidewalks for more patios, etc. (x2) - Unique activities and events (x2) - Brand identity - Create permanent density aka residential - Shade trees - Benches - Branding - Aesthetics (x2) - Comfort	3. What maintenance issues exist within the planning area? Tell us using a sticky note. - Sidewalks (x6) - Poor sidewalks - Lighting - Walkability - Light poles falling and breaking - Lack of electrical outdoor outlets for events - Lack of ways to easily water plants and landscaping - Utilities infrastructure - Torn up parking	4. What marketing/branding/identity issues exist within the planning area? Tell us using a sticky note. - Connection to HST Home and Library - No synergy - Funding (x3) - Closed early and Sunday - Lack of nightlife; identity - No presence - Lack of branding - No consensus (x2) - City investment - Lack of similar open times - Diversity of retail - Lack of unifying concept

- A home loved by those who live here and a destination for visitors
- History and future
- Fun
- Confidence
- Modern
- Dining entertainment district
- Uptown district
- Safe
- Fun
- Classy
- Historic Downtown
- Independence; for the visit
- Old but new
- Americana- inspired by the history with an eye for the future
- The Square

- Put a dot by your preferred project logo. Tell us what you think with a sticky note.
 - None speak to me as the brand or “hook”

Option 1: Unboxed

Option 2: Square Unboxed

- Most easy to understand
- Yes only for study name
- What's possible beyond the square box?

Option 3: Reshaping the Square

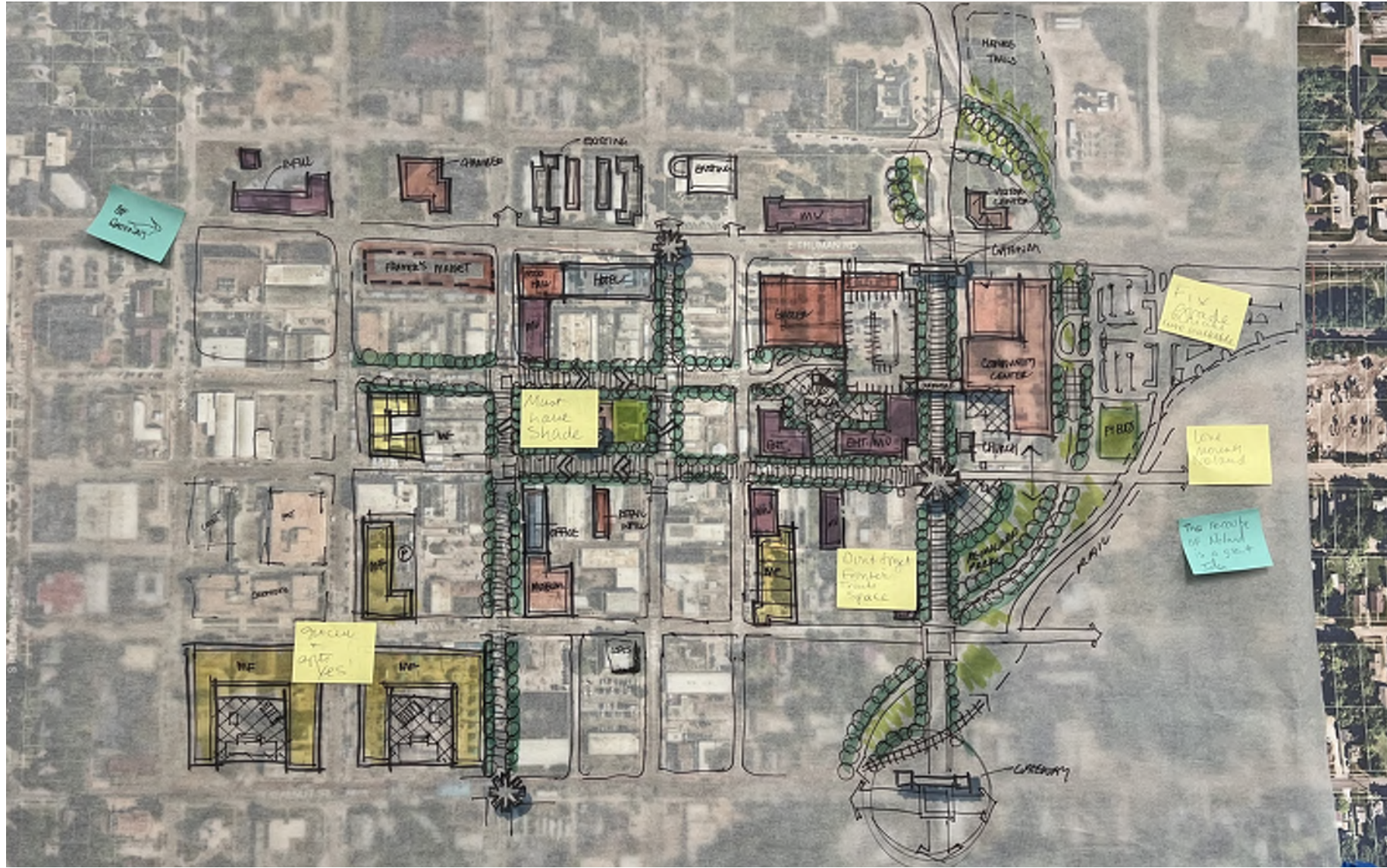
- This tells what we're doing
- Well defined
- Unsquare the square

Day 2 – Steering Committee Review Session



Comments:

- Good location for grocer



Comments:

- Gateway
- Must have shade
- Grocer and arts yes!
- Don't forget Frontier Trails space
- Fix grade to make more walkable
- Love moving Noland
- The re-route of Nolan is a great idea

Reshaping the Square: Independence, Missouri Redevelopment Plan

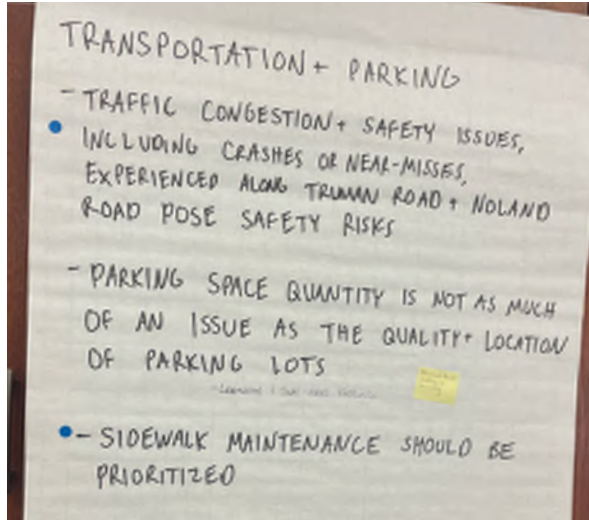
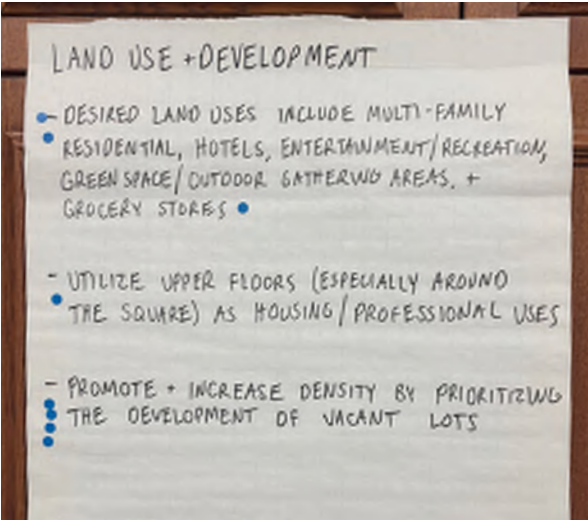


Comments:

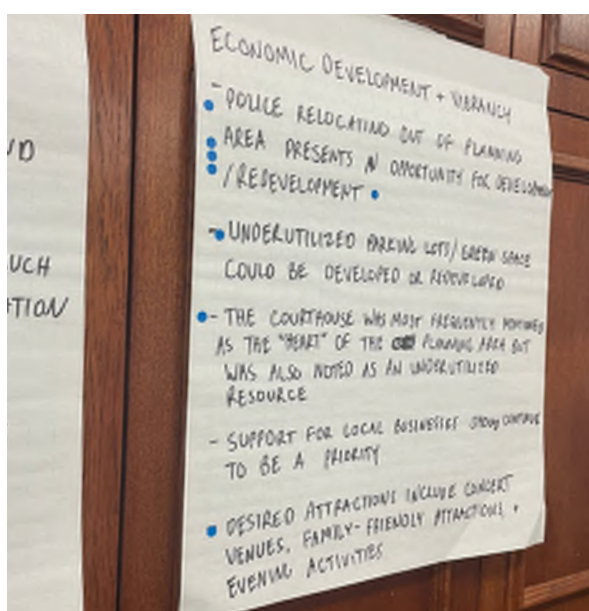
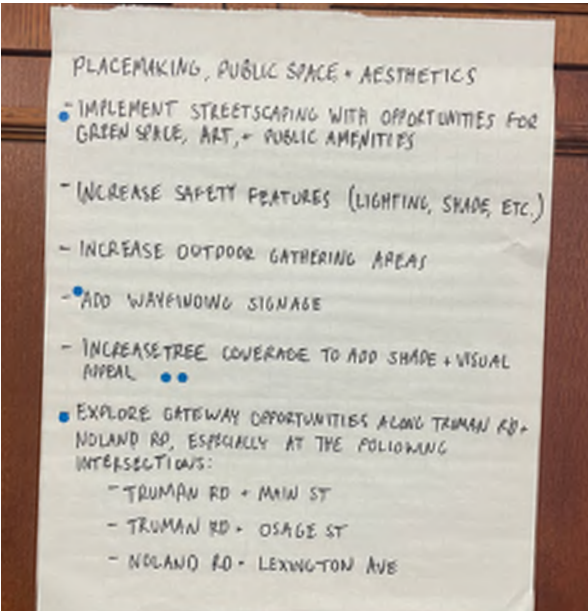
- Street level parking w/ apts above
- Integrate all shop on Lexington to Square
- Move City Hall out of square
- Make City Hall Annex
- Comm. Center where Sermon City is



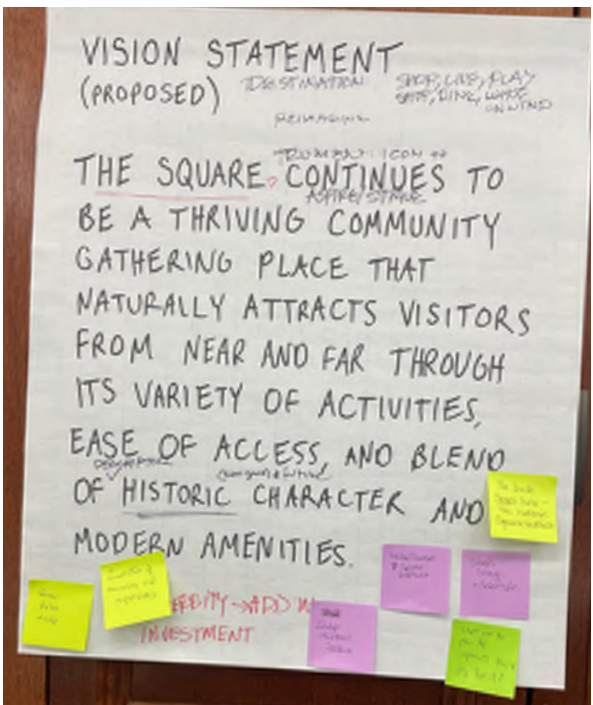
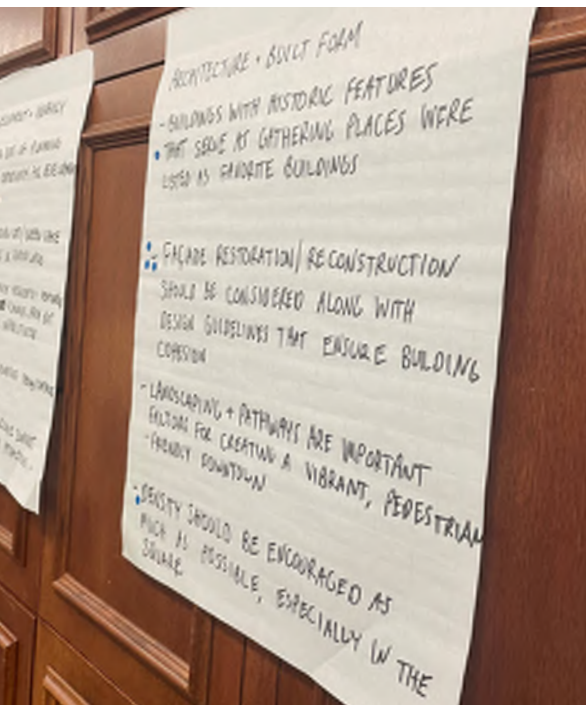
Day 3 – Steering Committee Review Session



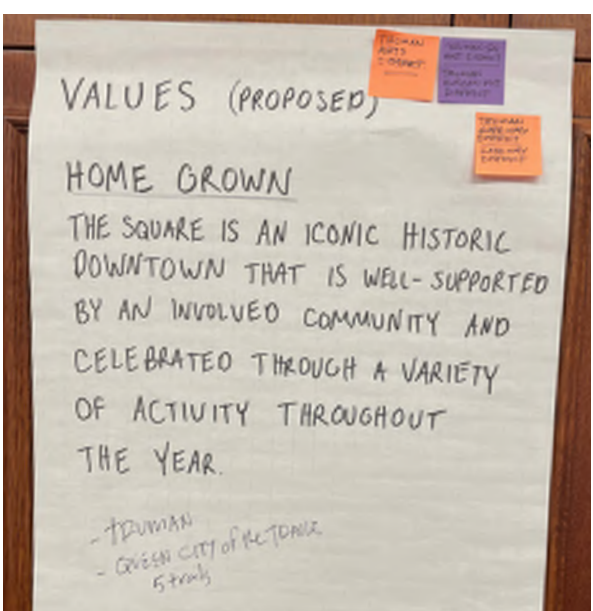
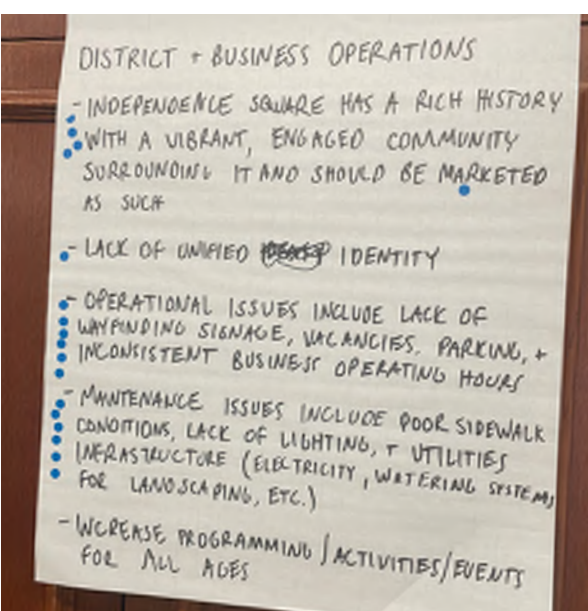
- Comments:
- Lexington and South need parking
 - Bus and tourist parking is missing



Reshaping the Square: Independence, Missouri Redevelopment Plan



- Comments:
- Renew, relax, reside
 - A concentration of businesses and experiences
 - Independent, historic, future
 - Trails and Truman; Square District
 - The buck shops here- the historic Square district
 - Shop, stay, and entertain
 - What are the plans to implement this and pay for it?



- Comments:
- Truman arts district
 - Truman Square entertainment district
 - Truman green ent. District
 - Truman gateway district
 - Gateway district



PUBLIC OPEN HOUSE

Land Use and Development

Question 1. What land uses are missing from or desired in the planning area? Tell us with a sticky note.

- Multi-family (x5)
- Swimming space
- City Hall (x2)
- Grocery (x5)
- Hotel (x7)
- Hotel and apartments
- Public Restrooms & water fountains
- Community Rec. Space
- Open Space
- Nice Streetscape
- Greenspace park
- Gathering space
- Green space/space family to gather outdoors
- More shade
- District signage
- Sense of brand
- Updated community center
- Structure parking for city/county staff
- Apartments historical look around feel/ Lofts

- Drug store/grocery store
- Pool & Hotel
- Past 8pm acting
- Plan for the statue at the sermon center? This should be included at the community center
- No multi family housing pr rental
- Entertainment venues that people would come too
- Lamars donuts
- Community center w/ pickle ball courts
- Entertainment (x4)
- Concert Venue
- Pedestrianize one or more streets
- Reduce surface parking lots
- Less surface parking in prime development areas
- Redevelopment plan
- Fire museum in Station 1 @ Truman & Main
- Dentist Or doctor
- NO multi-housing or rental
- Upper floor UDR
- Upper story mixed use office
- Dog friendly

Question 2. Where should specific land uses be located? Show us by placing dots on the map, following the legend. Tell us more with sticky notes if needed.

- Parks and Recreation/Open Space (x3)
- Flex/Industrial (0)
- Commercial (x5)
- Single Family Residential (0)
- Multi-family Residential (x8)
- Mixed Use (mixture of uses in one development) (x6)
- Civic/Public (schools, city facilities, libraries, etc.) (x1)

MAP FOR LAND USE & DEVELOPMENT: QUESTION 2

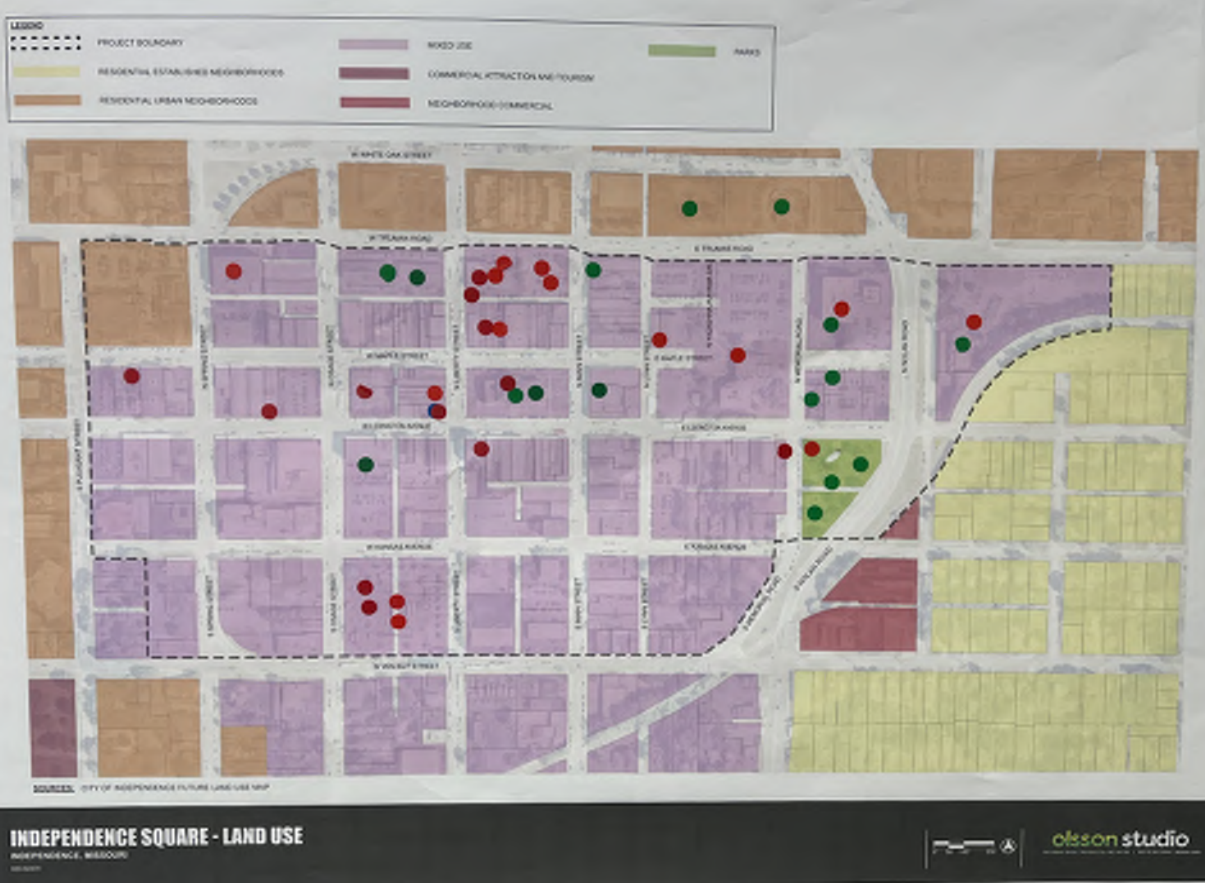


Question 3. Are there any existing land uses that are misplaced? If so, which ones? Tell us with a sticky note and show us by placing a RED dot on the map.

- **Red dots (x28)**
- Wayfinding signage
- Parking
- Independence theater storage building
- Police station
- Make the county tear down their health dept.



MAP FOR LAND USE & DEVELOPMENT:
QUESTIONS 3, 4



Question 4. What land uses should be preserved within the planning area? Tell us with a sticky note and show us by placing a GREEN dot on the map.

- **Green dots (x32)**
- New city hall with parking structure
- Old fire station #1 saved for museum
- Preserve the historic fire station for a museum/education center
- Refurbished city
- Government facilities (police/city hall)
- Preserve station 1 @ Truman & main for fire Museum
- City hall and police headquarters parking & use for existing purposes
- Keep & reincarnate current Sermon CTR/ Keep all bldgs. Surrounding courthouse & upgrade according to city standards
- All this area is in the historic district. You have to consider! And follow set standards

Transportation And Parking

Question 1. Where is it difficult to walk in the planning area? Where are missing pedestrian connections? Show us by placing a PINK dot on the map and tell us why using a sticky note.

- **Pink dots (32)**
- Truman Rd.
- Main & Lexington / sidewalk damaged
- Everywhere
- Civic corps not pedestrian
- Access Noland Rd

Question 2. Where is it difficult to bike in the planning area? Where are missing bicycle connections? Show us by placing an ORANGE dot on the map and tell us why using a sticky note.

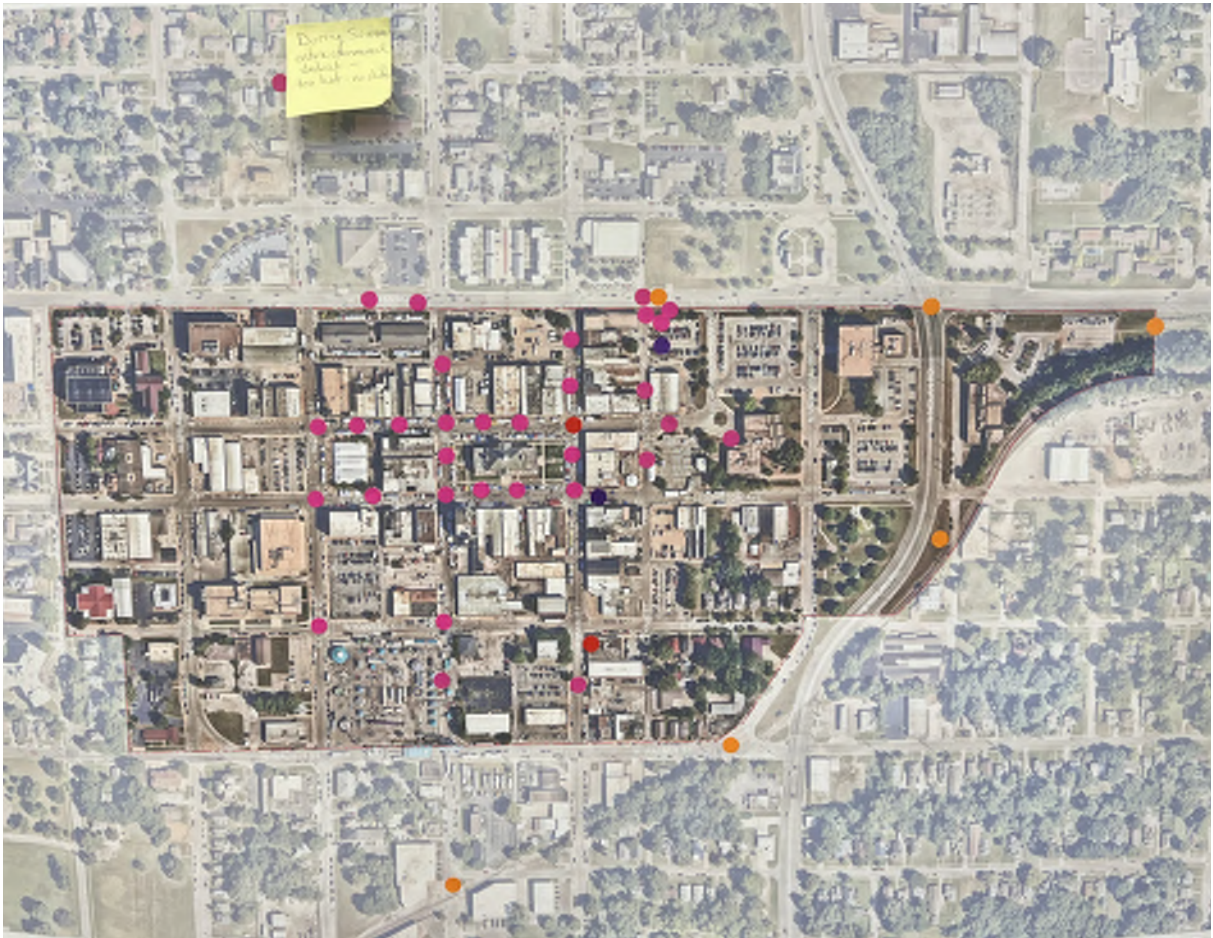
- **Orange dots (x5)**
- All
- Truman/main/Liberty/Lynn/Osage
- Better connection to Englewood &
- Disabled parking does not have space besides van to load/unload wheelchair. Limits visitors with walking/mobility issues
- Everywhere (x3)

Question 3. What are the missing vehicular connections within or to/from the planning area? Show us by placing a PURPLE dot on the map and tell us why with a sticky note.

- **Purple dots (x5)**
- BRT/electric buses

- More and better charging spots for electric cars
- During summer entire commercial district – too hot /no shade
- More green space/trees

MAP FOR TRANSPORTATION & PARKING: QUESTIONS 1, 2, 3



Question 4. Where is traffic congested? Are there any high crash locations? Tell us using a sticky note.

- Truman Noland
- Osage & Truman
- Truman & Delaware lots of dents & near misses
- Lexington between Main & liberty
- Too many stop signs
- There is no congestion
- 1-way drive wrong direction

Question 5. Where is there enough parking? Show us by placing a GREEN dot on the map.

- **Green dots (x8)**
- Everywhere. You can have front row parking everywhere
- Nope
- Need a central parking
- Photo taken during SOG, makes parking look full
- Too much surface parking

Question 6. Where is there not enough parking? Show us by placing a RED dot on the map.

- **Red dots (x19)**
- There is plenty of parking lots that are not used
- There is to much parking everywhere. Lot is in half make more headaches sports
- Instead of expanding pavement – consider multi-level parking w/facades that are sensitive to the square – 1860’s to 1930s.

MAP FOR TRANSPORTATION & PARKING: QUESTIONS 4, 5, 6



Reshaping the Square: Independence, Missouri Redevelopment Plan

Architecture and Built Form

Question 1. What areas should there be a building height restriction? If so, how many stories? Tell us with a sticky note.

- None
- Restrictions only if they impede views
- Depends on use of building apartments/office
- Depends on zone on street. Maybe 6-7
- Only immediately surround the SQ
- Depends on the location

Question 2. What about your favorite buildings makes them your favorite? Mark your favorite buildings on the map with a PURPLE dot and tell us why they’re your favorite using a sticky note.

- **Purple dots (x17)**
- Carol building sunshine if developed right
- Courthouse history
- AT&T should be residential
- Courtyard
- Restaurants
- Café venue courtyard
- Art gallery
- Market

- History
- Courthouse-Carty Great Presence
- Sermon center – the theater inside – good for the community
- Intimate façade reno/replacement program
- Truman memorial bldg.
- Historic fire station / create a fire museum and education center.
- Old fire station #1
- Historic fire station for fire museum & education
- Uptown market / brings community together.
- Fire museum @ Truman & main in fire station #1
- Historic buildings

Question 3. What are the best landmark buildings in the planning area? Show us by placing a PINK dot on the map, and list them using sticky notes.

- **Pink dots (x21)**
- Market
- Historic significance
- Farmers Market/ County Courthouse
- Historic fire station
- Uptown market
- TMB
- 200 S Main
- Historic courthouse
- Historic jail/buildings around square/ courthouse
- Anything for urban renewal 1970’s
- Historic fire station #1
- Old fire station
- First Baptist church (x2)
- Historic significance
- Fire station @ Truman & Main



MAP FOR ARCHITECTURE & BUILT FORM: QUESTIONS 2, 3



Question 4. Think about areas that you like to walk around (could be anywhere!). What makes the buildings/facades enjoyable to walk by? Tell us using a sticky note.

- Trauma library. Green space & architecture
- Architecture

- Lights/patios/seating
- Trees /shade
- Water lecture
- English architecture
- Statues/art
- Safety
- Benches

Reshaping the Square: Independence, Missouri Redevelopment Plan

- Artwork/landscaping/trees
- Outdoor
- Sidewalks & pathway
- Coherent architecture
- Large windows & brick façade
- Pedestrian paths and signage
- Nature
- Beautiful infrastructure + landscaping
- Variety of uses – retail offices. Public uses
- Mixed use
- Some shade areas
- Public art
- Churches
- Character/sense of time & space/ history of the place
- Unique plants, trees, local artwork
- Trees/nature plants and flowers
- Public art (x2)
- Fire museum @ Truman & Main

Placemaking, Public Space, And Aesthetics

Question 1. Should new parks or public space be developed in the planning area? If so, where? Show us by placing a GREEN dot on the map and describe your desired space using a sticky note.

- **Green dots (x25)**
- 10 maple connection from city hall to SQ
- Upgrade liberty from SQ south to county/city PKG lot
- Streetscape/potential for pocket parks and civic art
- Museum – potential for outdoor exhibits
- Demo old Jones Store
- Trails
- Community center
- Vacate Memorial Dr.
- Public art/murals
- Make HST courthouse green space friendly
- Close a road to cars, make it walkable biking only!
- Relocate city hall on the square + make site a park
- Park playground for kids & adults, exercise park , mix generational park
- We have a community Ctr update it. Its one of a kind & historic



- Wider sidewalk to allow permanent outdoor dining
- Kansas & Osage – lot would make a great park
- Yes, small space to fit into look dot connected as open space
- Courthouse lawn

Question 2. How can we make the planning area more beautiful? Where? Tell us using a sticky note.

- Trees (x3)
- Less surface parking
- Signage
- Façade renovation

MAP FOR PLACEMAKING, PUBLIC SPACE, & AESTHETICS: QUESTION 1



- P&L style “Living Room”
- Redo façade on out-of-character
- Fill building gaps
- Trees all around the square
- Landscaping (x2)
- Place to rest, green space, benches, lighting
- Landscaping trees
- Expand streetscape – trees, lighting, banners, signage
- Wayfinding signage
- Make sure to have the ability to keep green space green irrigation
- Wayfinding signage
- Parks where less used parking lots + infill lots are
- Signage to direct visitors less confusion less stress for those traveling to independence
- Tress all around the square
- Update bldgs. W historic feel
- Sidewalks + bump outs
- Excitement lights – music, look at some of the retail stores to improve store fronts + restaurants stay open later
- Trees landscaping
- Landscaping
- Better pedestrian designated spaces
- Trese update old run down buildings

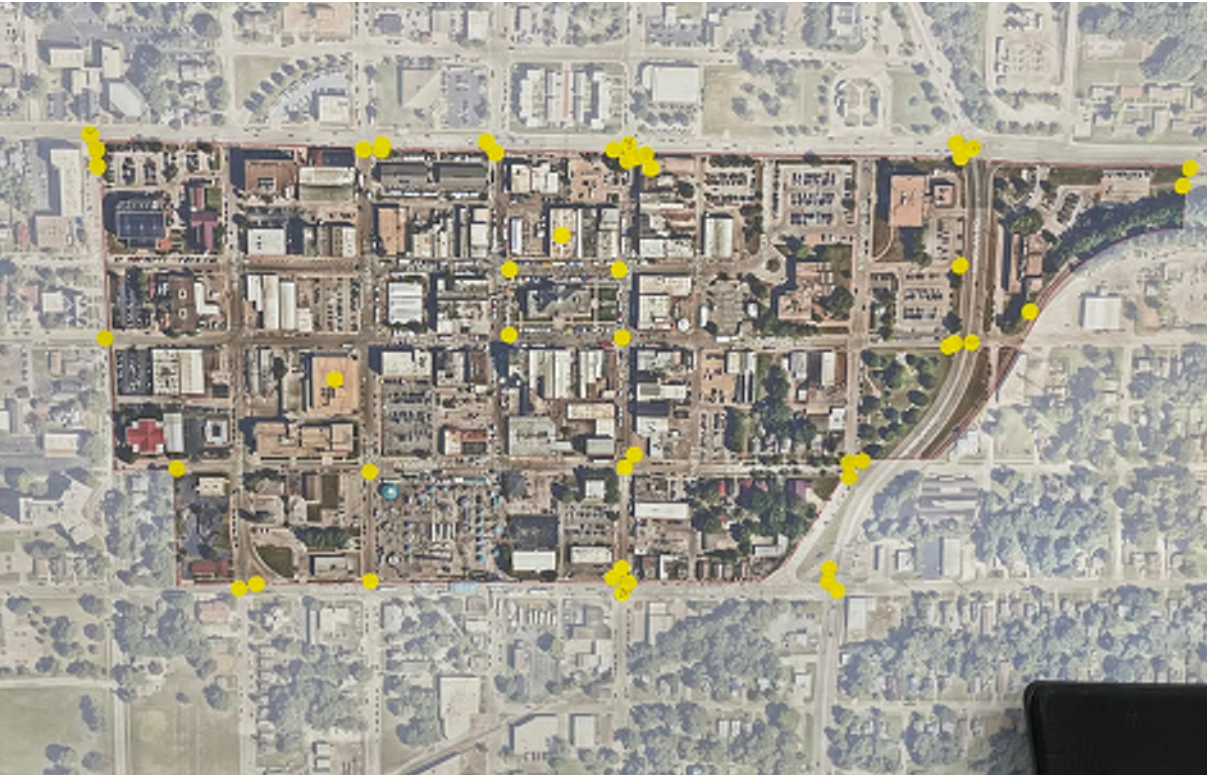
Question 3. What would make it more enjoyable or comfortable to walk or bike in the planning area? Tell us by using a sticky note.

- Wayfinding signage
- Art
- Shade/landscaping
- Signage
- Lighting
- Cycle event club
- Safety
- Trees
- Sidewalks
- Shade
- Fix the sidewalks
- Street lighting
- No vehicular traffic
- Trash + recycling containers
- Traffic calming (narrow intersections, all trees, reduce lands)
- Trash/recycling bin
- Streetlights historic feel. Cobble stone sidewalks

Question 4. Are there any places in the planning area that should have a gateway welcoming people to the square? When do you feel like you’ve arrived at the square? Show us by placing a YELLOW dot on the map and tell us why using a sticky note.

- **Yellow dots (x37)**
- Along Truman/ along Noland
- Truman road from KC needs to be upgrade/Very unpleasant experience
- Truman & main/ Noland & Lexington/ Osage & Truman (x2)
- Truman spring
- Noland Truman
- Lexington Noland
- Main 23rd
- Vibrant businesses + people walking
- All entrances to the square
- Walnut Osage
- Main + Truman
- Fire Museum @ Truman & Main in Fire Station #1
- Fire Station @1
- Noland + Maple
- N. Main + Truman
- Billboards on I70 promoting square & historic locations.

MAP FOR PLACEMAKING, PUBLIC SPACE, & AESTHETICS:
QUESTION 3, 4

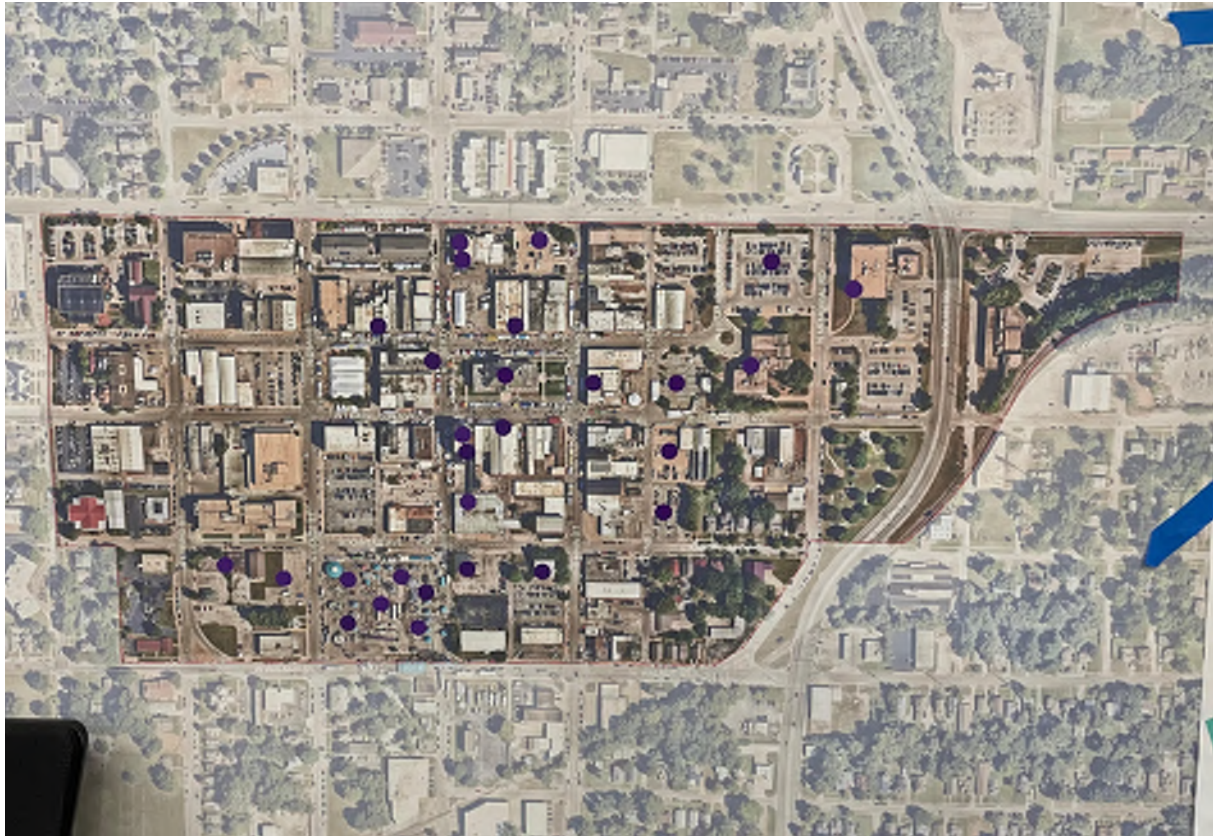


Economic Development and Vibrancy

Question 1. What areas of the planning area are primed and ready for development or redevelopment? Show us by placing a PURPLE dot on the map and tell us why with a sticky note.

- **Purple dots (x28)**
- Moving police
- Lynn st need love!
- County is underutilizing the courthouse
- Board of elections should be redeveloped
- With the police moving, this lot could be ready sooner rather than later
- Old parking lots
- Hotels
- Better gateway into square
- 2nd level of all bldgs around the 2Q
- Empty space carnival lot
- City county parking lots
- Fire Museums @ Truman & Main in Fire Station #1
- County health Dept.
- Kansas & Osage
- Election board
- Fire Museums @ Truman & Main in
- Bank of America building
- 200 s Main
- Preserve & Reno existing

MAP FOR ECONOMIC DEVELOPMENT & VIBRANCY:
QUESTION 1



Questions 2. Tell us what places in the planning area you consider underutilized resources use a sticky note.

- All green space
- Sermon center
- City hall, Police HQ, Sermon Center
- Empty parking lots

- Jackson County Election Board
- Green space county property
- City/county parking lots & liberty
- Historic SQ Bldgs is generic

Question 3. Mark on the map the places you consider attractions in the planning area. Use a BLUE dot. List them using a sticky note.

- **Blue dots (x27)**
- Truman Court House / Gallery
- Polly’s Pop
- Restaurant
- Jackson Co Courthouse/deed/ restaurants, retails
- Jail
- 3 Trails/Brewery
- Uptown market
- Powerhouse theater
- Museum & education center @ Fire Station #1 @ Truman & Main
- Historic places – need new markers
- Old fire station #1
- El Pico
- Clintons
- Fire Station #1 @ Truman & Main
- Courthouse

Question 4. Where do you consider the center or “heart” of the planning area? Place a GREEN dot on the map to show us. Use a sticky note to tell us why.

- **Green dots (x16)**
- Courthouse (x3)
- Historic courthouse

- The historic courthouse is the heart
- Independence Square Assoc.
- Ophelia’s
- Daves Deli
- Living Windows

MAP FOR ECONOMIC DEVELOPMENT & VIBRANCY:
QUESTION 3, 4



Question 5. What program spaces and amenities are desired in a new community center? Tell us with a sticky note.

- Indoor waterparks/ pickle ball courts
- Things that bring visitors and \$\$\$
- Space for concerts
- Pickleball
- Wayfinding signage /obvious parking/ walkability
- Track
- Pool
- Amphitheater
- Senior apartments
- Capsule hotel
- Library
- Youth sports facility
- Outdoor/gathering space/concert outdoor
- Walking trail / fitness center
- Theater! This is much space at the sermon center
- Update equipment inviting space for events
- Library/reading room
- Multipurpose stage/event area
- Pool
- Multi generational spaces
- Big enough for big townies

- Nice big community center. Basketball, pickleball, indoor/outdoor pool class with equip similar to Lee’s Summit

- Community Theatre
- Gym/Pool, Comm Center
- Theater

Question 6. What attractions, entertainment opportunities, programs, and events would you like to see that do not currently exist in the planning area? Tell us with a sticky note.

- More night life/club/dance floor
- Live stage theater performances
- Family attractions/kids attractions/art fairs
- Community art theater
- Night life (x2)
- Concert venue
- Bike club
- Food truck night
- Bar crawl
- Big Rec Center
- Confident hours at retail and restaurants
- Better restaurants w/ later hours
- Variety of shops and restaurants
- Amphitheater/outdoor Pavilion
- Community arts/theater
- Pool

- More restaurants, bars, stores open later, concert venue
- Fire Station #1 @ Truman & Main

- Fire museum education center in historic fire station #1

- Pickleball courts. Bike Club

- Restaurants that are open 7 days per week and open until 10pm

- Living windows & more similar events
- Fire station @ Truman and Main Museum & education center

District and Business Operations

Question 1. What can be done to improve business operations within the planning area? Tell us using a sticky note.

- Streets & parking
- More inviting outside space
- Night life for youth
- Wider sidewalks for more patios etc
- Wayfinding signage
- Unique activities & arts
- Brand identity
- Create permanent density aka residential
- Shade trees
- Aesthetics
- Comfort
- Benches
- Branding
- Tourism
- Visitors center. Signage especially for businesses not facing court house
- Unique activities & events
- Night life
- Daytime workers
- More variety better hours
- Housing
- Stores stay open in evening
- Benches, shade, landscaping

- Stay open later
- Update theater and show more/good movies
- Parking/benches/shade/landscaping/ beautification lights

Question 2. What operational issues exist within the planning area? Tell us using a sticky note

- Parking (x2)
- Wayfinding signage (x2)
- Traffic slow for parking
- Lack of tourism
- Density & residential opportunities
- Stop signs too many
- Vacant spaces between businesses
- Lack of prev. & deferred maint.
- Parking signage
- Torn up parking lots
- Signage for parking lots w/ clean signage
- Enforcing 2 hr parking
- Too many empty spaces
- More night life/some outdoor concerts
- Need variety of shopping
- Too many vacant spaces – better variety of stores, restaurants stay open later

Question 3. What maintenance issues exist within the planning area? Tell us using a sticky note.

- Sidewalks (x6)
- Poor sidewalks
- Lighting
- Walkability
- Lack of electrical outdoor outlets for events
- Lack of ways to easily water plants and landscaping
- Outdoor infrastructure
- Curbs sidewalks streetlights trees
- Torn up parking
- Light poles falling & breaking
- Need more trash/recycling bins
- Lighting/buildings need painting/ awnings-updates
- Sidewalks, broken down landscaping, buildings not kept up
- Historic preservation
- Lighting. Trash/recycle bins
- Sidewalks need improvement

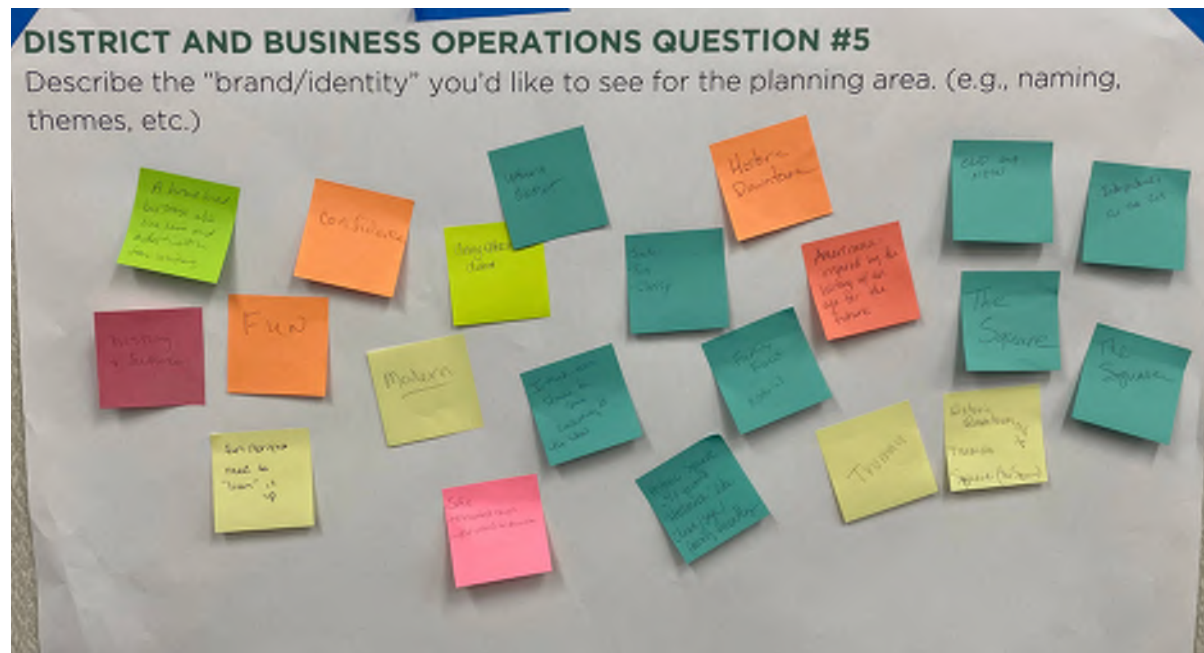
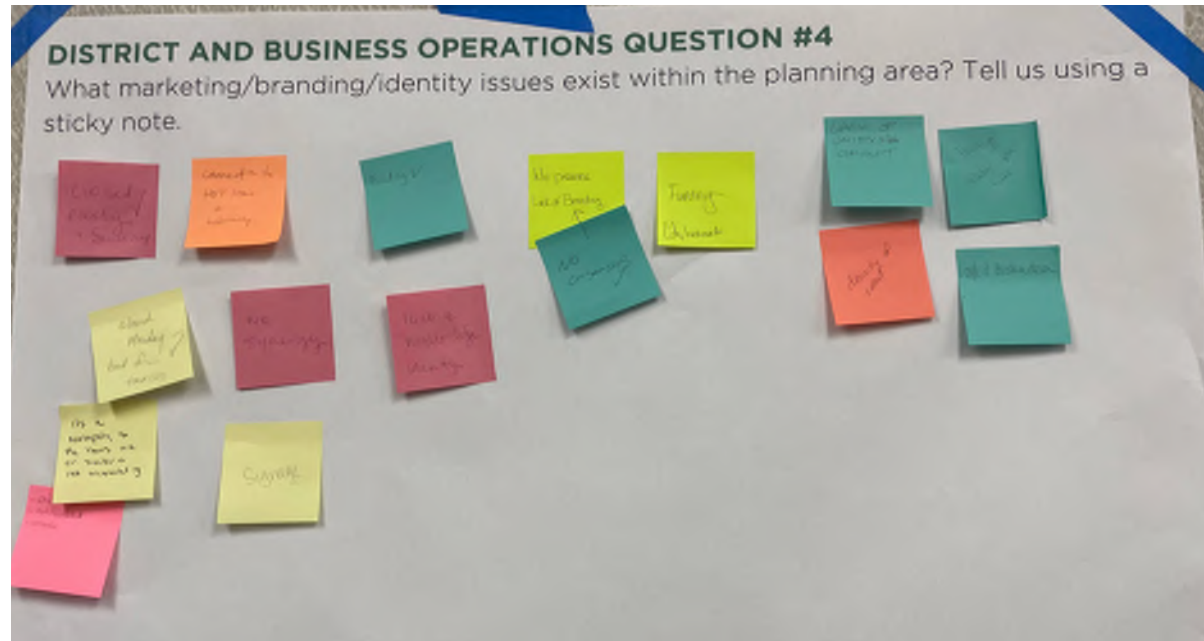


Question 4. What marketing/branding/identity issues exist within the planning area? Tell us using a sticky note.

- Connection to HST Home & Library
- Closed early on Sunday
- Funding
- No synergy
- Lack of night life identity
- No presence lack of branding
- No census
- Funding/city entertainment
- Closed early & signage
- Lack of similar open times
- Lack of unify concept
- Density of retail
- Old & Broken
- Lack of night life identity
- Signage
- Closed Monday bad for tourists
- It's a monopoly. The hours are all similar not according
- Old/not updated/unsafe

Question 5. Describe the “brand/identity” you’d like to see for the planning area. (e.g., naming, themes, etc.)

- A home loved by those who live here and a destination for visitors
- Confidence
- Uptown market



- Dining energetic district
- Fun
- Dining entertainment district
- History & future
- Modern
- Historic downtown
- Safe/fun/classy
- Americana – inspired by the history w/ an eye for the future
- Independence; for the visit
- Old but new
- The square (x2)
- Family focus, historical
- Truman
- Historic Downtown/Truman/Square
- Historic square w/a quality “Hallmark” like clean/safe/family friendly
- I think there should be some consistency at the stores
- Safe/elevated shops/elevated restaurants
- Fun/bright need to be “liven” it up

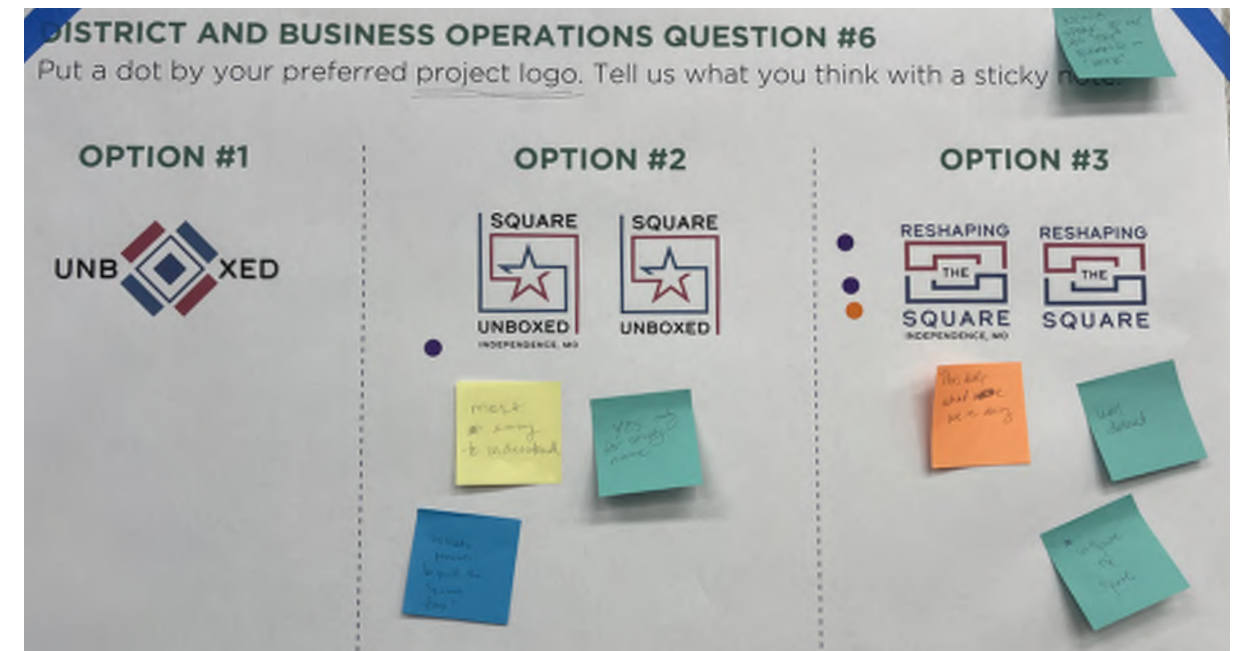
Question 6. Put a dot by your preferred project logo. Tell us what you think with a sticky note.

- Option 2 (x1)
 - » Most easy to understand
 - » Yes only for story name
 - » Whats possible beyond the square box?

- Option 3 (x3)
 - » None speak to me as the “Brand or Hook”
 - » This feels what were doing
 - » Well defined
 - » Unsquare the square
- What did we miss?***
- Keeping the city hall on the square
 - Transit integrated and further
- The city needs to commit to the square + keep constant presence
 - Embracing our civil war history
 - Fire Museum in the Station #1 @ Truman & Main
 - There is no tourism department to promote it
 - Be more inviting to a variety of businesses
 - More attention to 3 trails + civil war history

What did we miss?

- Keeping the city hall on the square
- Transit integrated and further development
- Keep police/trail court next to bus depot connecting to independence + KC



Proposed Vision Statement

Option A:

The Square District strives to be a thriving community gathering place attracting residents and visitors of all ages to a unique historic destination providing diverse retail, dining, and entertainment experiences.

Option B:

The Square District is the heart of the community: A unique and diverse mix of vibrant retail, dining, entertainment, and business destinations; built on historic character and reimagined for all.

Proposed Core Values

Home Grown

The Square is an iconic historic downtown that is well-supported by an involved community, celebrated through the legacy of Harry S. Truman and activated with a variety of events throughout the year.

Solid Foundation

The built form of the Square consists of quality infrastructure that naturally facilitates a balanced flow of traffic and activity through careful design.

Lively Spirit

The vibrant Square consistently attracts residents and visitors for its variety of unique and beloved businesses and attractions. Making it a desirable community to live work, and do business.

Functional Beauty

Walking around the Square is a joyful, exciting, and favorite activity for many, regardless of age and ability, who enjoy admiring the historic buildings, spending time outdoors and being a part of the activity in a beautiful downtown setting.

What did we miss?

- Keeping the city hall on the square
- Transit integrated and further development
- Keep police/trail court next to bus depot connecting to independence + KC
- The city needs to commit to the square + keep constant presence
- Embracing our civil war history
- Fire Museum in the Station #1 @ Truman & Main
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Concept 1

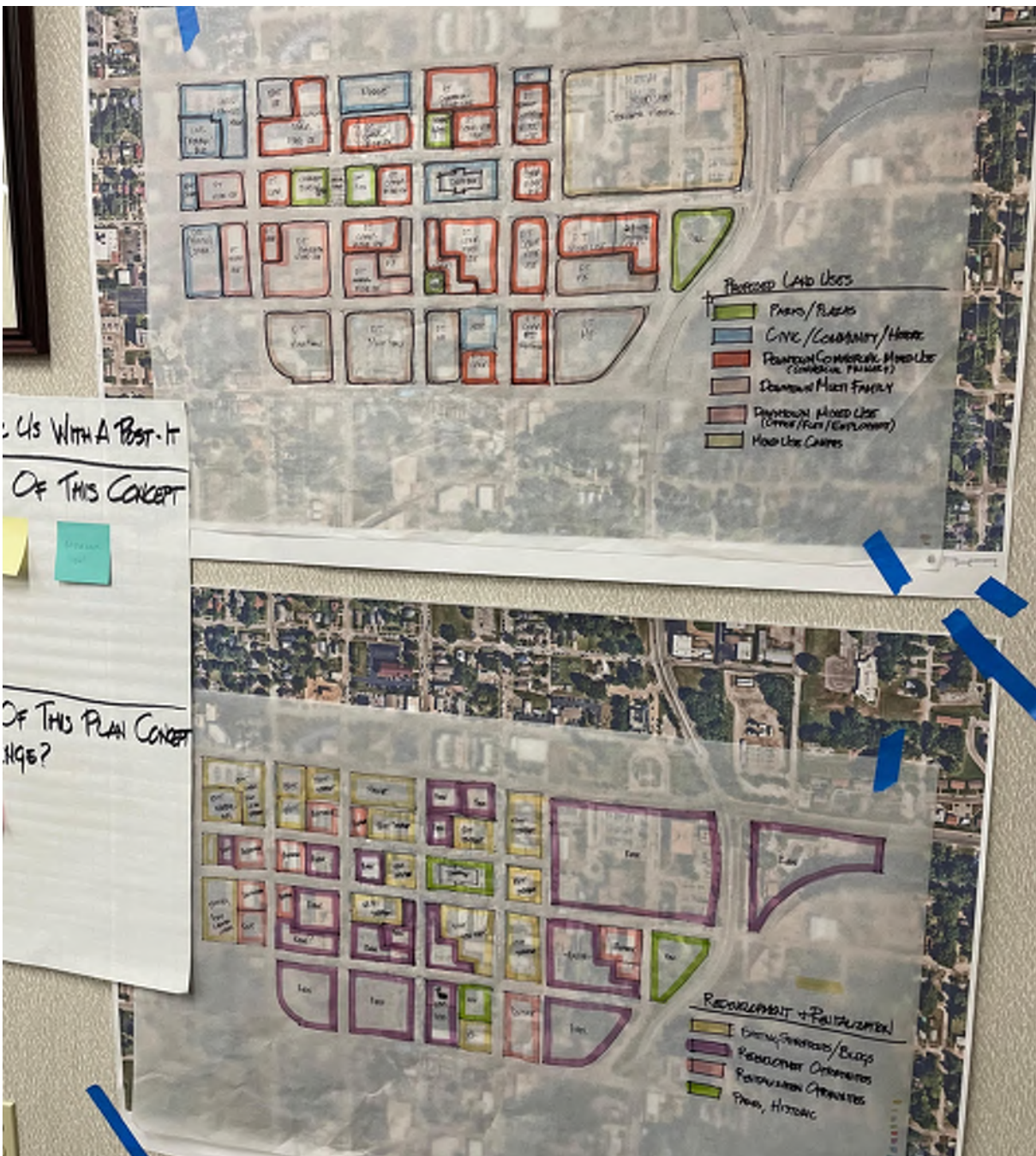
“Proposed Land Uses and Redevelopment Sites”

Tell us with a post it.

- Multi fam
- Pools!
- Museum Hotel

What elements of this plan concept would you change?

- City hall needs to be on the square
- Presence the historic fire house for a museum for education center
- Preserve & rehab vs redevelop (tear down)
- Include city hall in a museum or office development



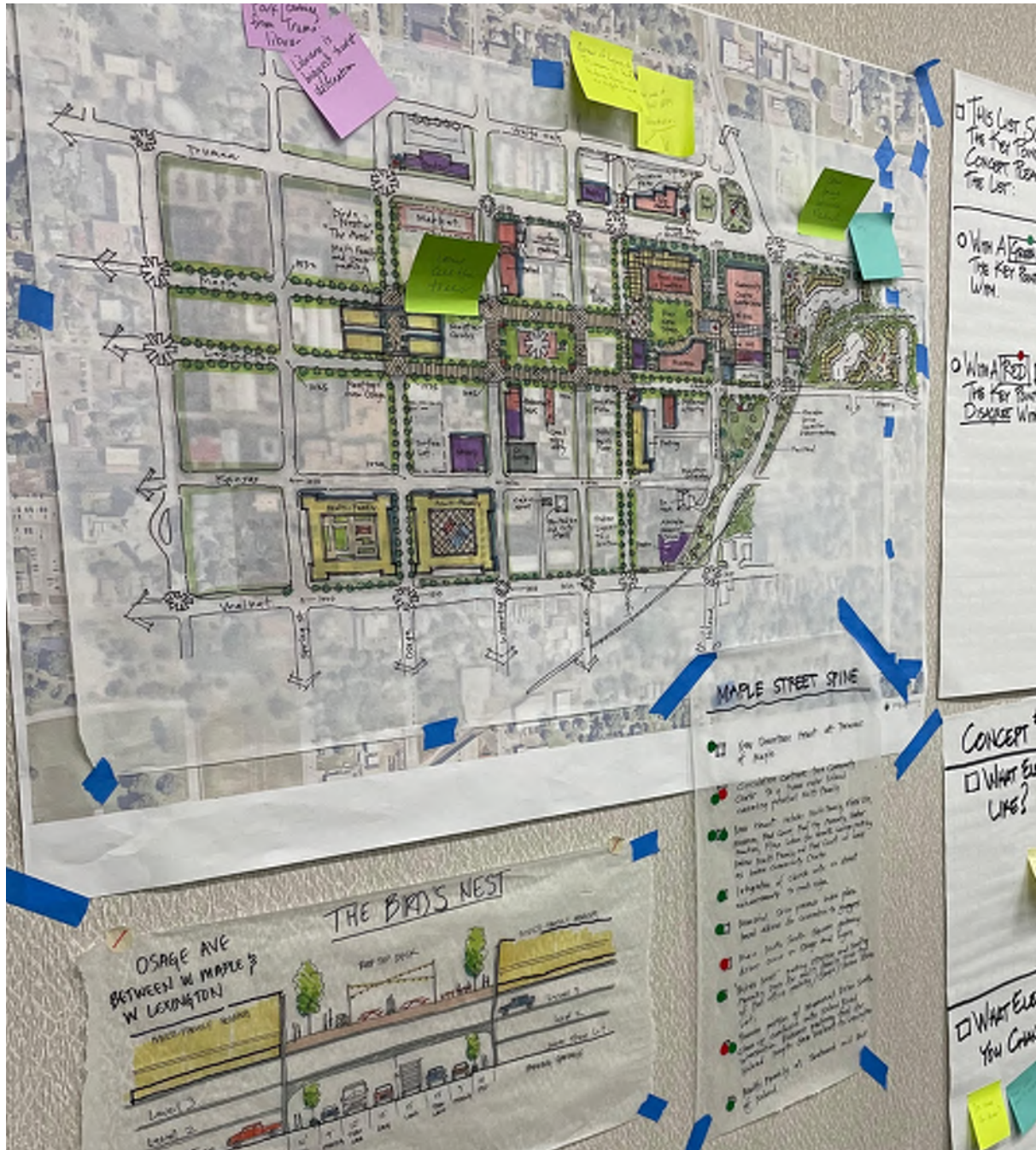
Concept 2 — “Maple Street Spine”

Tell us with a post it.

- Connection to McCoy Park/coming from Truman Library
- Library is biggest tourist destination
- Cell the trees
- Corner of Lynn and Truman is hard to turn from – no sight lines
- Be sure of New NPS boundaries
- Love going across Noland
- Yes
- Liking bringing community center east of Noland + creating plaza green space adjacent to the square
- Happy Thursday!
- Market rate multi-family rental!!
- Increase! Green space. Roof top overall appears to be more lively
- Like having grocery w/in walking distance to support walkability

What elements of this concept would you change?

- Its time for dinner?
- Tree cant grow in asphalt
- Make a new entrance to courthouse annex from Walnut
- No rental housing



(Continued from previous page - Concept 2)

- This concept needs to include a theater in community center. We can not lose the current theatre @ the sermon center
- Preserve the historic station for a museum/education

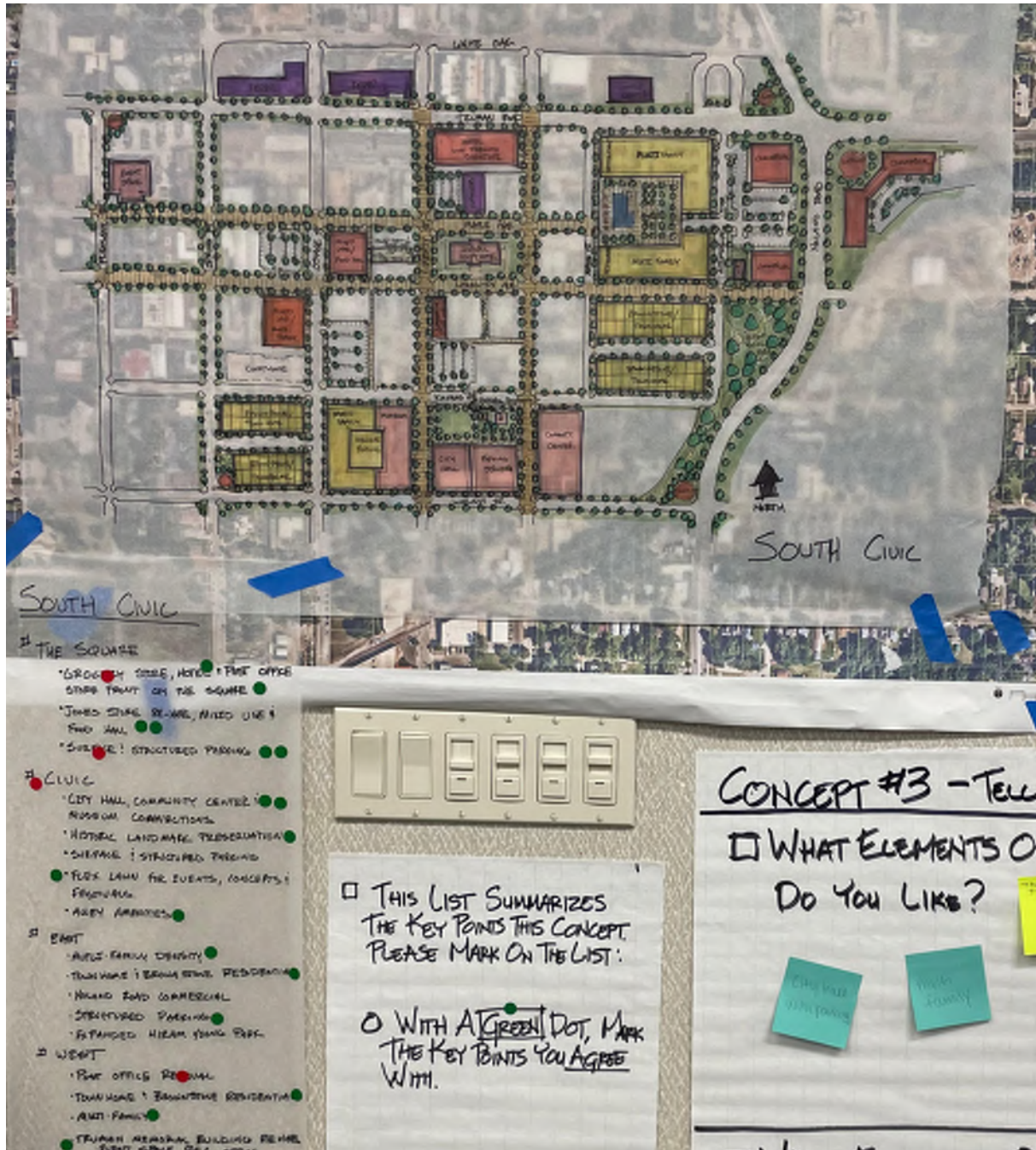
Concept 3 — “Civic South”

Tell us with a post it.

- City hall with parking
- Multi-family housing
- Happy Thursday! I hope you had a great day
- I like the Civic Square ideas
- Food hall/rooftop

What elements of this concept would you change?

- Prefer concepts that keep large multi-family on the center portions of the square + public use (comm. center) closer
- Preserve the historic station for a museum/education
- Leave post office just update and fix parking lot
- Too much housing – not enough business space



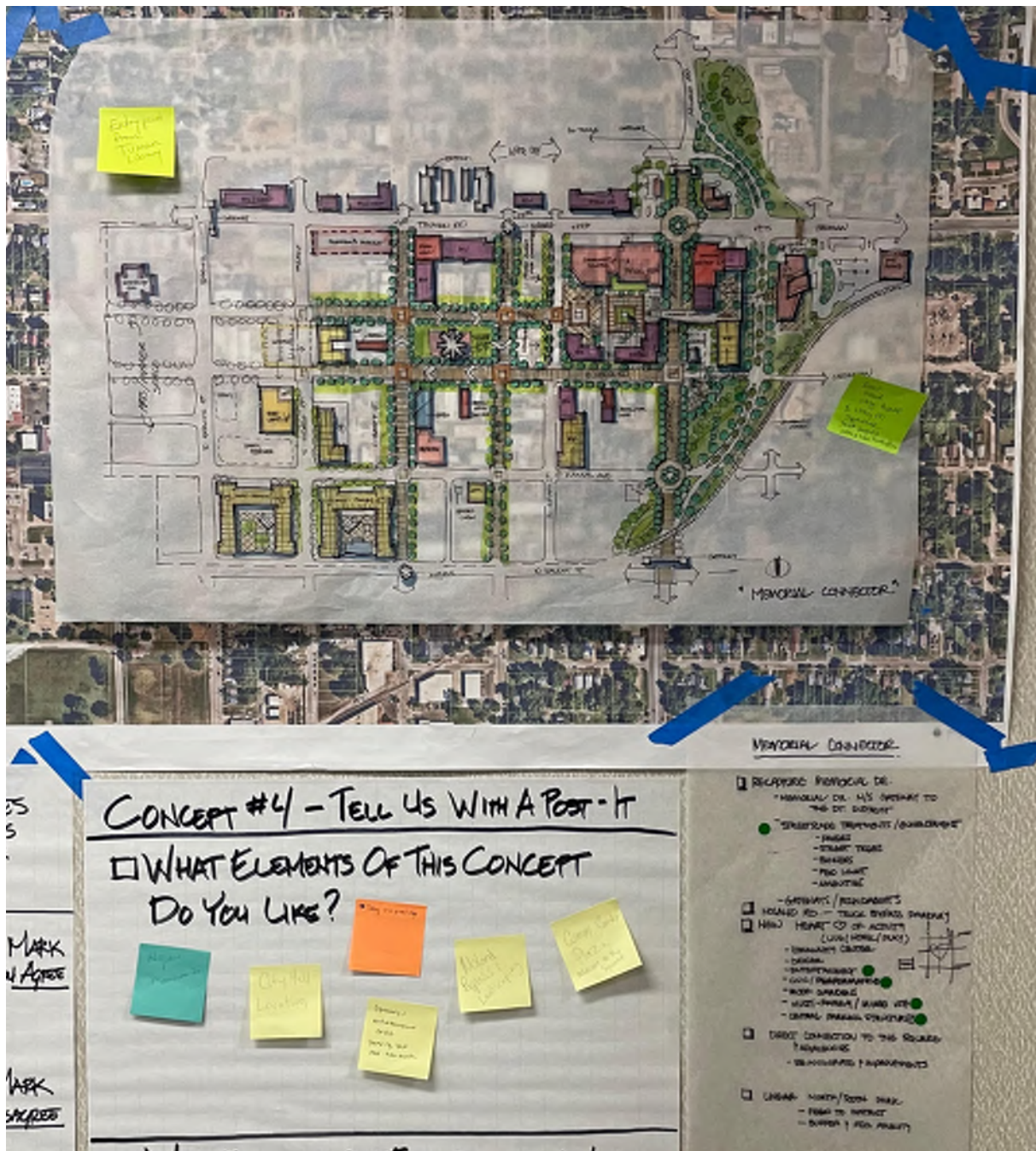
Concept 4 — “Memorial Connector”

Tell us with a post it.

- Entry point from Truman library
- Don’t need city hall to stay in square just build annex like post office
- Noland Memorial Dr
- City hall location
- Grocery/entertainment areas. Housing but not too much
- Noland Bypass & landscaping
- Comm Center Plaza adjacent to the square

What elements of this concept would you change?

- Would like to see urgent care



Steering Committee Meeting

March 4, 2024

The team presented updated concepts for the three ideas and discussed narrowing to one concept. The Steering Committee developed a block diagram that directed the planning team for the development of the final plan.

Attendees: Korey Schulz, Darren Varner, Cody Peratt, Taylor Goetzinger, Ken Boone, Bill Crandell, Matt Medley, Jennifer Goeke, Lisa Reynolds, Zach Walker, Tom Scannell, Jodi Krantz, Laurie Dean Wiley, Doug Cowan

INTRODUCTION

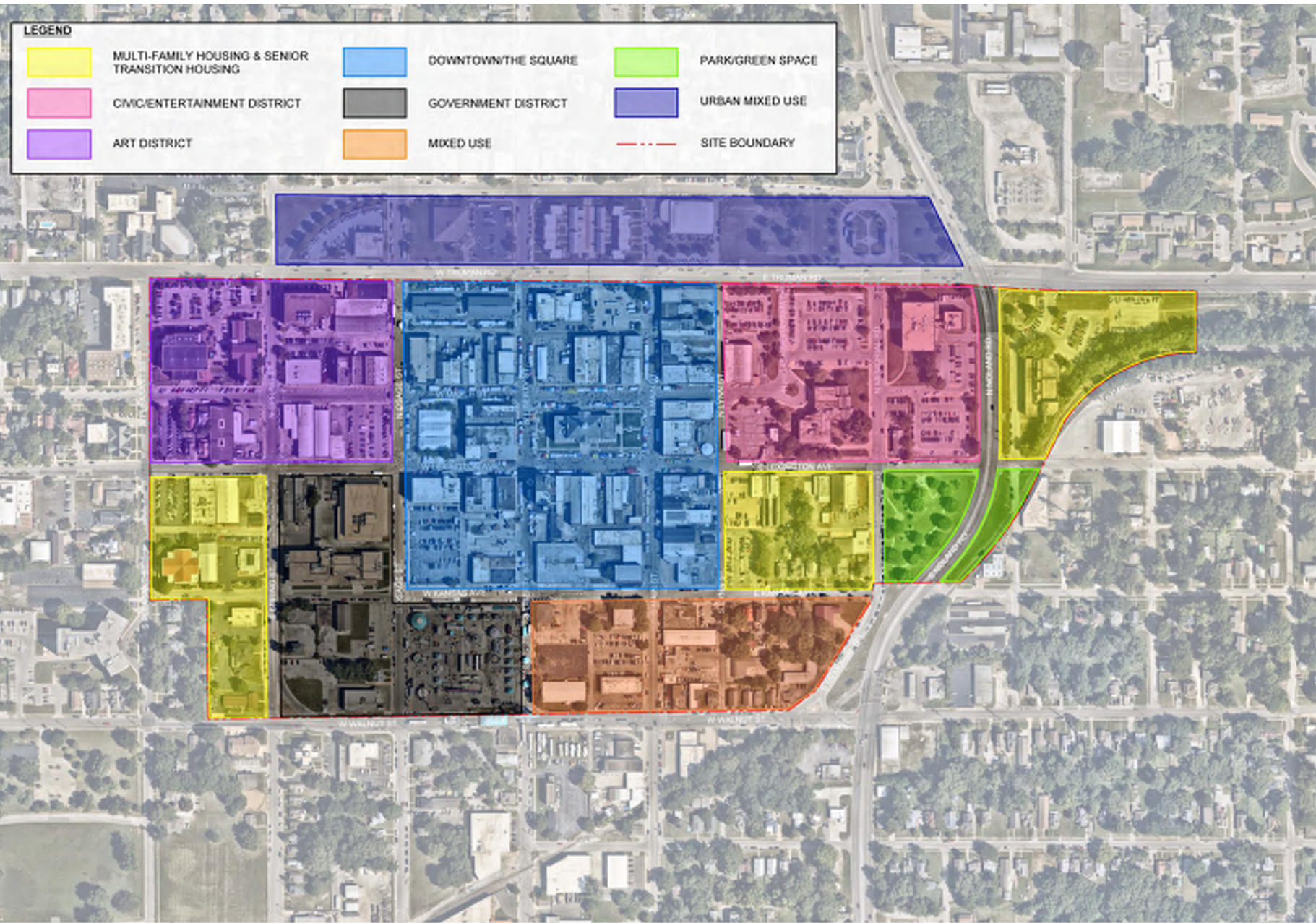
1. What are our goals? Increase redevelopment opportunities downtown
 - How is that done: through acquisition, assembly, etc.
 - We know that things will evolve. What is the market doing and how is that having an effect?
2. What are the big moves? And what are the questions we need to answer to direct the next steps of the project?

REVIEWING PLAN OPTIONS

1. What are the plans for city hall and other municipal services?
 - Functions that aren’t bringing people to the square for economic purposes will be moved out to I-70.
2. Tiered seating in council chambers
 - Lenexa planning chambers as an example.
 - Rotating podium.
3. Multi-functional building
 - Pros and cons of combining theater and chamber.
 - Theater would need back of house and practice space.
 - Chamber would need security measures that might make it difficult to open to the public for performance events.
4. Civic campus/area
 - Preference is to the east.
5. Noland Road CID funding
 - Noland Road committee can help fund some of the streetscape that runs within the right-of-way along ‘The Square’ up to the four corners of Truman Road.

- Is there a possibility to annex areas of downtown to include in the Noland Road CID? That would need to be a conversation but it’s possible.
6. Area south of the proposed multi-family, at the southwest corner, is not very desirable. Could be a potential expansion area.
 7. Place the housing on the perimeter and having entertainment and open space in the center of the square.
 8. Civic area in one location (makes signage easier to incorporate and direct)
 9. Sub-districts
 - Government
 - Community
 - Mixed civic and entertainment
 10. “The mullet” plan – work in the back, party in the front (referencing the government and housing to the southwest and the civic and entertainment to the northeast)
 11. Southeast parcels could be multifamily.
 12. Government parking with government buildings to southwest.
 13. There’s a need for safer and more approachable hotels.
 - Need for meeting space/conference rooms.

14. Do not want to lose the historic feel of the downtown. Can bring in the more modern amenities but need to ensure that the historic feel is not lost.
15. Overland Park post office revitalization project is a good example of reducing post office services to a smaller space and then utilizing the other spaces for different services or entertainment.
16. Memorial theater will be 100 years old in 2026.
17. Involving churches in future conversations.
18. Lack of senior transition housing in the area.
19. Urban façade on Truman Road? Right now, it has a more suburban feel, but this is the front door as you enter the project site. Do you activate both sides of Truman to make it a more urban feel? Yes, the majority liked that idea.
20. Liked the “Reshape the Square” slogan/ logo option for the project.
21. The national park service is redoing the museum (Strata is also involved).



Steering Committee Meeting

May 20, 2024

A final meeting with the Steering Committee was held on May 20, 2024 where the final plan was presented for feedback and comment.

Attendees: Korey Schulz, Darren Varner, Cody Peratt, Taylor Goetzinger, Bill Crandell, Bret Gross, Morris Herde, Mackenzie Teclaw, Chaz Prunte, Shawn Cross, Dan Pierce, Laurie Dean Wiley, John Perkins, Doug Cowan, Jodi Krantz, Lisa Reynolds, Zach Walker, Tom Scannell, Jennifer Goeke

PROGRESS AND ENGAGEMENT

- 1. Summary of what we have done from charrette to summary meeting.
 - Review summary.
- 2. Redevelopment Plan and Overlay Plan
 - Bret and Darren presented on redevelopment opportunities plan.
 - Red does not mean it can't be developed but that right now it's not viable.
 - Interesting migration/pattern of red in west "stop" and green in east "go".
- 3. Noland Road is an important piece of the master plan.

- 4. Alleyways can be a branding hook/opportunity.
 - Help to connect different amenities and areas throughout the downtown.
- 5. Be cognizant of the topo change from Walnut St. to Truman Rd.
- 6. Green side is primarily government buildings/land.
 - This will make land acquisition easier in the future.
- 7. These plans are aspirational, but you must start somewhere.
 - Won't be grabbing all this land right away. It will happen more organically and over time.
- 8. Will there be detail provided, as we move forward, on the number of units possible for housing?
 - Yes, a square footage can be provided for each type to then give an approximate number of units possible.

ILLUSTRATIVE PLAN AND REPRESENTATIVE IMAGES

- 1. Would like streetscape to include trees, benches, etc.
- 2. The Square plans around the courthouse are at 90%.

- 3. Waiting on traffic study on Noland Road
 - Removing 4 lanes down to 3 and adding bike lanes
 - May affect our master plan graphic and future development.
 - Looking at stacking in turn lane.
 - Raise grant application – city provide a copy.
 - Calming, vegetation, pedestrian, and gateway
- 4. Tourism
 - Farmers market and courthouse add to the tourism plan highlight opportunities.
- 5. Grocery Store
 - Closer to the main throughfare Noland or Truman
 - Next to streets
 - East of Noland?
 - American/Mexican goods – mix
- 6. Flex Lawn and Civic Area
 - Restoring the glory of downtown.
 - These areas provide reason for patrons, that don't live in Independence, to come to the area.
- 7. Highlight pre-existing assets.

ECONOMIC PLAN AND BUSINESS PLAN

- 1. Public vs. Private; how do we fund this?
- 2. How to serve the general obligation bond
- 3. Can it all get done?
- 4. June work session (June 10): Bonds 101 presentation
 - Give presentation to council and give them an overview of the project.
- 5. Debt dashboard will be shared with the city in June.
- 6. August/September will have community center feasibility study results.

OTHER

- 1. Density – new living environment
- 2. Choice neighborhoods with Habitat for Humanity
 - Capital improvements program.
- 3. Tif
 - Success in the area – grants for facades
 - 353s that have expired.

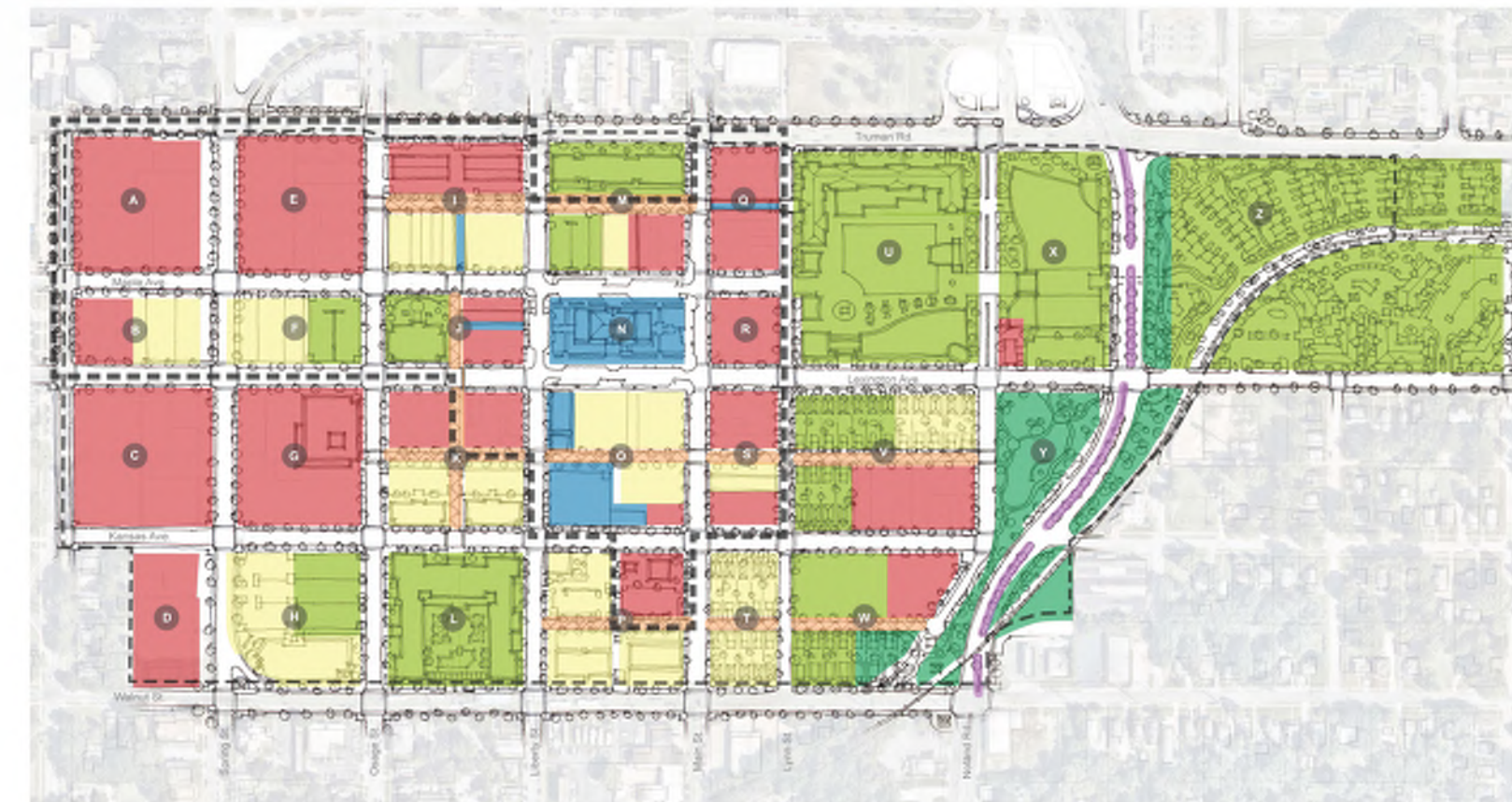
- 4. Geo bond
 - Citizen group to be our voice.
 - Grassroots effort
 - To be champions for this effort and to help explain the project to others in the community.
 - Chamber young professionals committee to help with this.
 - Jodi to help get connected.
 - Presentation to that group
 - Make sure they are independence residents.
 - Property owners in the square
 - Education is important. There is currently a negative connotation of the downtown. Need to let the public know that this is good for Independence.



LEGEND



LEGEND





CONCEPTUAL ILLUSTRATIVE MASTER PLAN
INDEPENDENCE, MISSOURI
05.20.2024 1303-0014

STEERING COMMITTEE MEETING



MAY 20, 2024

AGENDA

Review updated master plan and redevelopment opportunities to guide future development.

Topics include:

- Process and Engagement
- Redevelopment Opportunities Plan
- Master Plan
- Representative Images
- Master Economic Plan
- Master Business Plan
- Next Steps



2

PROCESS AND ENGAGEMENT



3

REDEVELOPMENT OPPORTUNITIES PLAN





MASTER BUSINESS PLAN



NEXT STEPS



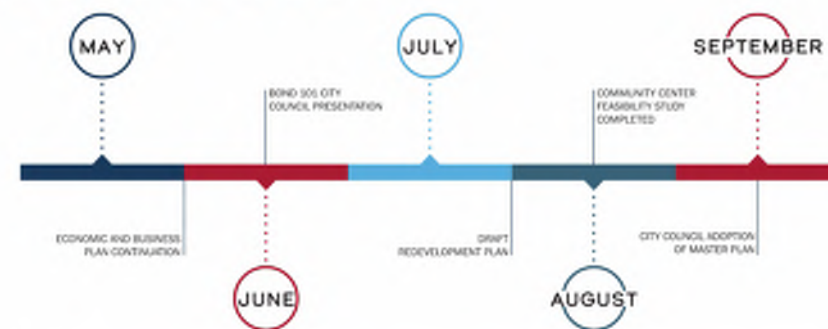
MASTER BUSINESS PLAN

- Market Study
- Private Investment Feasibility Analysis and Proforma
- Land Acquisition Strategy
- Conceptual Development Timeline



22

NEXT STEPS



24

THANK YOU



B

APPENDIX

RESHAPING THE SQUARE

MARKET AND ECONOMIC ANALYSIS

This appendix outlines market strategies and opportunities for the future of Independence Square, providing an objective review of market conditions within the city and the downtown area.



A New Solution for CRE Valuation

Independence Square Redevelopment
113 W Lexington Ave
Independence, MO, 64050

Report Date
April 4, 2024

Project Numbers
Partner: 23-428925

Prepared for:
City of Independence

www.PARTNERval.com

April 4, 2024

City of Independence
c/o William Crandall
Copaken Brooks
1100 Walnut, Suite 2000
Kansas City, Missouri 65108

Subject: Market Study Report
Independence Square Redevelopment
113 W Lexington Ave
Independence, MO 64050
Partner Project No. 23-428925

Dear Mr. Crandall,

Partner Valuation Advisors is pleased to submit the accompanying market study of the referenced property. The purpose of the market and feasibility study is to develop an opinion of market conditions retail, multifamily, office and hospitality markets in the City of Independence. The client for the assignment is City of Independence, and the intended use is to guide the City of Independence in evaluating redevelopment opportunities within the boundaries of Independence Square.

The area under study and the subject of this report is Independence Square. The area is approximately 86 acres, 30 acres of which are streets and public rights-of-way. The area is approximately 210 separate tax parcels with significantly fewer individual owners. The area is a government center within the Kansas City MSA. Independence Square is the location of Independence City Hall and Jackson County Annex. The remainder of the study area is comprised of commercial and supporting land uses.

The market study is intended to conform with the Uniform Standards of Professional Appraisal Practice (USPAP), the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute and the guidelines of City of Independence.

www.PARTNERval.com

Based on the methodology, analysis, and conclusions presented in the accompanying report, and the definitions, assumptions, and limiting conditions expressed in the report, my opinions of value are as follows:

- Retail
- Multifamily
- Office
- Hospitality

My opinions are based on estimates and forecasts that are prospective in nature and subject to considerable risk and uncertainty. Events may occur that could cause the performance of the property sectors studied herein to differ materially from my estimates, such as changes in the economy, interest rates, capitalization rates, financial strength of tenants, and behavior of investors, lenders, and consumers. My projections presume a future real estate market with a reasonable abundance of transactions sufficient to measure buyer and seller expectations and tenant and resident requirements.

Additionally, my opinions and forecasts are based partly on data obtained from interviews and third-party sources, which are not always completely reliable. Although I am of the opinion that my findings are reasonable based on available evidence, I am not responsible for the effects of future occurrences that cannot reasonably be foreseen at this time. In the following pages we report specifically on **PRESENT** conditions within the study area and its immediate surrounding area or neighborhood.

If you have any questions or comments regarding the contents of this report, please do not hesitate to contact the undersigned. Thank you for the opportunity to be of service.

Sincerely,

Partner Valuation Advisors, LLC

Kenneth Jagers, MAI, FRICS
Managing Director
Missouri Certificate #RA003190
Certified General Real Property Appraiser
Telephone: 913.214.0057
E-mail: kjagers@partnerval.com

CONCLUSIONS

Retail

Independence Square has a lower retail supply per capita than do competing neighborhoods. This suggests demand is presently met; however, this metric suggests significant increase without consideration of the health ratio of potential retailers and the impact of construction costs and the lower than feasible rents for new construction or renovation. These factors will temper new development. I expect a potential of 100,000 to 150,000 square feet of the next several years. This includes Independence Square and its surrounding neighborhood.

Multifamily

Independence Square has seen no multifamily construction over the past 20+ years. While it can be said that the household growth in the immediate area does not, on its face, support additions to the supply, it is also the case that some submarkets have captured far more than 100% of demand than is historically supported by household and income growth. In fact, the Kansas City MSA including all submarkets and individually Overland Park and the Northland submarkets have captured from 107% to 184%. I have developed the market study for Independence Square considering that there has been no new multifamily development in the area, thus nothing to entice residents to the area. Accounting for this I project demand of up to 160 units between now and 2028. While there is demand in the study area, feasibility is not attained based upon current and projected market characteristics. I have used current construction costs, capitalization rates, market rent and expenses to forecast both the cost feasible rent and the rent feasible cost. In both exercises, the economics of multifamily in Independence Square indicate that development of multifamily is presently unfeasible. Certainly, market conditions change and incentives may play a part in improving the prospects of new development.

Office

It is my opinion that there will be no demand for office space in Independence Square that cannot reasonably be accommodated by the existing supply based on projected population growth. A modest increase in occupied office of 5% of the existing supply (21,700 SF) is reasonable. Obviously, this forecast presumes a relatively stable economic environment and organic growth. A significant increase in the population in the neighborhood, increased pedestrian traffic, tourist activities, or unforeseen external demand to the market could change the projection of office demand.

Hospitality

A select service product, in the upscale chain scale segment would be best suited to the intentions and expectations of a repositioned Independence Square. I project that Leisure and Group travel would comprise the largest component of demand for hospitality in Independence Square. Leisure travel will include informal or unorganized outings to the numerous historic and cultural offerings and celebrations in Independence Square. Leisure demand will also include family visits and holidays, shopping and sporting event trips. The group and meeting travel will include fraternal organizations, religious organizations, social

organizations and family events. I foresee significant occupancy driven by Santacaligon Days, the Mormon and Community of Christ Churches and the museums, Kansas City Chiefs and Royals. However, at present, these specific demand drivers are not sufficient to justify new supply in the immediate area as indicated by the occupancy of the upscale submarket which is 56.5% and the competitive set which is presently 56.4%.

Certainly, any new product is at least two years from delivery and construction costs continue to be volatile so I am providing my perspective with 2024 as a basis. The specific location of the property, brand, loyalty program and chain scale, reservation system, planned amenities, meeting and F&B offerings will all impact the occupancy and ADR.

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1.0 GENERAL INFORMATION

1.1 Identification Study Area Property



Property Identification	
Property Name	Independence Square Redevelopment
Property Major Type	Future Mixed Use
Property Type	Future Retail, Multifamily, Office and Hospitality
Address	The area bound by Truman Rd North, Walnut St South, Noland Rd East, and Pleasant St West
City	Independence
County	Jackson
State	MO
Zip	64050
Tax ID	Approximately 210 separate tax parcels
Legal Description	Multiple lot and block legal descriptions
Owner	Approximately 100 separate owners

1.2 Market Study Information

Client	City of Independence
Purpose of the Appraisal	To provide current and near future market conditions for multifamily, retail, and office property sectors
Intended Use	To guide the City of Independence in evaluating redevelopment opportunities within the boundaries of Independence Square
Intended User(s)	City of Independence
Narrative Report	Based on the intended users understanding of the subject's physical, economic and legal characteristics, and the intended use of this consulting assignment, a narrative report format was used.
Property Rights	Not Specific
Prior Services	The appraisers have not performed any prior services regarding the subject within the previous three years of the date of this assignment.



2.0 SCOPE OF WORK

2.1 Scope of Services

To determine the appropriate scope of work for the assignment, I considered the intended use of the market study, the needs and perspective of the user, the complexity of the assignment, and other applicable factors. The objective of this analysis is to provide the client and intended users current market conditions and forecasts with respect to four specific land uses within the specifically described study area. The methodology and reasoning are akin to parts of a highly detailed and reported appraisal. For this assignment I have relied on the levels of market study provided by the Appraisal Institute. This market study conforms with the relevant parts of the Uniform Standards of Professional Appraisal Practice (USPAP) and the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal.

- Market Study – Multifamily, Retail, Hospitality, Office
 - Location
 - Demand
 - Competitive Supply
 - Competitive Markets
 - Feasibility - Multifamily

This market study report presents four separate land use: 1) Multifamily, 2) Retail, 3) Hospitality and 4) Office. I extend the analysis and findings of multifamily to include feasibility.

2.2 Research

My opinions and forecasts are based, in part, on data obtained from interviews and third-party sources, which are not always completely reliable and no warranty to their reliability is inferred. My conclusions are reasonable based on evidence researched and analyzed, I am not responsible for data inaccuracies or the effects of future occurrences that cannot be reasonably foreseen at this time. The data sources relied upon for this study include, but are not limited to the following:

- CoStar
 - ESRI
 - Home Builder of Kansas City
 - Heartland MLS
 - Smith Travel
 - Marshall Valuation Service
 - Independence School District
 - JLL
- Moschoolrankings.org
 - Numerous local and regional real estate developers and investors
 - PwC
 - Boulder Group
 - Globe Street
 - CBRE
- KCATA
 - IndeBus/TransLoc
 - TREPP
 - KCADC
 - City of Independence
 - Jackson County
 - US Census Bureau
 - Green Street
 - Appraisal Institute

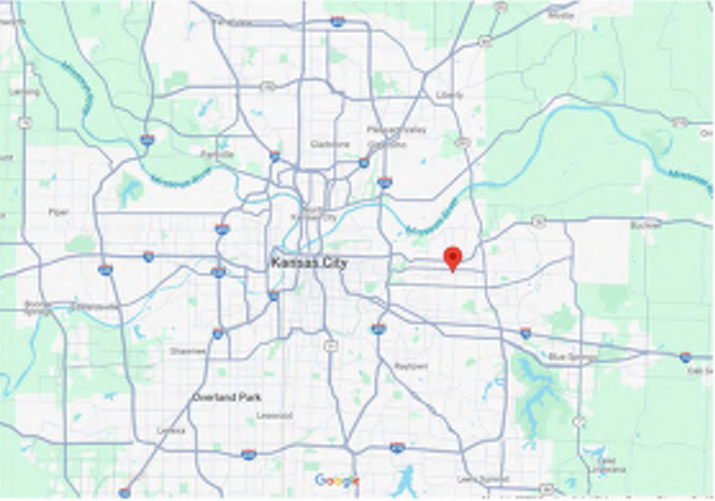
2.3 Inspection

Kenneth Jagers has conducted an inspection of the study area from nearby collector streets, rights-of-way, and other public areas.

3.0 DEMOGRAPHIC ANALYSIS

3.1 Area Overview

Shown below is the location and general demographic characteristics of the study area. These characteristics are described here in my general discussion of the study area. Specific demographic and economic activity characteristics are described in the land use analysis sections of the appendix to this report.



The study area is located in the Kansas City MSA, as defined by the U.S. Office of Management and Budget. The Kansas City MSA is 7,256 square miles in size. Independence Square is identified above and is located in a first ring suburb to Kansas City. It is about ten miles east of the CBD.

3.2 Population

In evaluating the study area, I have considered the area within one mile, three miles, and five miles of Independence Square in addition to Jackson County, the Kansas City MSA, the State of Missouri, and the United States, inclusively referred to as the Geos. The Kansas City MSA has an estimated 2020 population of 2,238,618. Kansas City MSA added an average of 15,528 residents per year over the 2020-2023 period. The study area is included within the one-mile trade area identified below. The study area has 5,504 persons per square mile as compared with 2,593 persons for the three-mile area and 1,818 for the five-mile area. These smaller geos are almost entirely within the City of Independence and significantly exceed population density for Jackson County, Kansas City MSA, Missouri and the US.

Population Summary	1 Mile	3 Mile	5 Mile	Jackson County	Kansas City MSA	Missouri	United States
Trade Area							
Area (sq miles)	3	28	79	804	7,256	68,752	3,533,719
Total Population	12,125	70,775	134,662	694,680	1,811,254	5,995,211	281,421,306
2000 Total Population	11,191	70,950	137,808	674,139	2,009,342	5,988,927	306,745,508
2010 Total Population	11,121	71,917	141,988	717,204	2,193,375	6,179,473	311,448,381
2020 Total Population	11,372	73,088	141,284	726,225	2,238,618	6,288,110	311,478,185
2023 Total Population	11,232	71,989	141,475	728,581	2,273,001	6,228,262	312,648,129
Population Growth							
2000 - 2020 Annual Growth	-0.26%	0.04%	0.07%	0.40%	0.96%	0.48%	0.02%
2010 - 2020 Annual Growth	-0.09%	0.47%	0.47%	0.62%	0.88%	0.27%	0.17%
2020 - 2023 Annual Growth	-0.40%	-0.05%	-0.05%	0.39%	0.61%	0.27%	0.14%
2023 - 2028 Annual Growth	-0.25%	-0.02%	-0.02%	0.88%	0.07%	0.10%	0.00%

3.3 Households

The one, three, and five-mile areas all show positive household growth between the 2010 and 2020 census and negative household for 2020-2023 and 2023-2028. The one-mile geo has the oldest median year built and home price of the areas studied and the highest percentage renter occupied housing.

Households Summary	1 Mile	3 Mile	5 Mile	Jackson County	Kansas City MSA	Missouri	United States
Total Households	5,234	31,449	56,838	266,294	708,309	2,194,594	105,488,101
2000 Total Households	4,716	30,542	56,720	274,799	708,309	2,175,811	116,718,282
2010 Total Households	4,967	31,096	58,818	287,580	868,375	2,479,146	126,817,580
2020 Total Households	4,983	30,930	58,882	303,818	882,748	2,514,933	128,917,489
2023 Total Households	4,939	30,615	58,799	308,146	914,875	2,558,757	133,899,306
Household Growth							
2000 - 2020 Annual Growth	-0.26%	-0.04%	0.02%	0.56%	1.02%	0.41%	0.90%
2010 - 2020 Annual Growth	0.57%	0.02%	0.40%	0.80%	0.86%	0.40%	0.80%
2020 - 2023 Annual Growth	-0.02%	-0.06%	0.04%	0.42%	0.63%	0.44%	0.75%
2023 - 2028 Annual Growth	-0.10%	-0.02%	-0.03%	0.30%	0.49%	0.28%	0.49%
Average Household Size							
2010 Average Household Size	2.31	2.33	2.40	2.41	2.51	2.45	2.58
2020 Average Household Size	2.23	2.34	2.40	2.37	2.49	2.47	2.55
2023 Average Household Size	2.20	2.33	2.40	2.36	2.47	2.40	2.53
2028 Average Household Size	2.18	2.31	2.38	2.33	2.45	2.38	2.51

Housing Summary	1 Mile	3 Mile	5 Mile	Jackson County	Kansas City MSA	Missouri	United States
Housing Units							
2000 Total Housing Units	5,796	33,432	59,596	286,231	757,344	2,442,017	115,904,547
2010 Total Housing Units	5,810	33,884	63,115	312,088	871,352	2,712,128	111,704,790
2020 Total Housing Units	5,421	34,321	64,363	325,579	938,310	2,786,421	140,498,796
2023 Total Housing Units	5,302	34,036	64,382	336,511	964,670	2,832,246	144,063,309
2028 Total Housing Units	5,421	34,832	64,636	341,433	986,395	2,887,644	147,596,952
Median Home Value							
2021 Median Home Value	\$183,899	\$175,839	\$201,632	\$181,504	\$182,417	\$171,363	\$200,000
2021 Housing Affordability							
Percent of Income for Mortgage	21.2%	17.2%	18.8%	20.4%	21.2%	20.7%	25.8%
2021 Owner Occupied by Mortgage Status							
With Mortgage/Lien	63.8%	61.0%	63.3%	68.4%	70.4%	61.3%	68.7%
Owned Free & Clear	36.2%	37.0%	36.7%	31.6%	29.6%	38.7%	31.3%

3.4 Employment Trends

The percentage of college graduates within the Kansas City MSA exceeds the national average. The one-mile radius from Independence Square has lower educational levels than do the other geos. The three smallest geo areas have slightly higher unemployment than Jackson County, Kansas City MSA and Missouri.

Category	1 Mile	3 Mile	5 Mile	Jackson County	Kansas City MSA	Missouri	United States
2021 Total 2042/21-99 Employees	5,011	15,017	11,845	448,738	1,199,074	3,705,095	94,023,194
2021 Total 2042/21-99 Businesses	347	1,064	3,486	34,781	78,984	270,871	12,287,238
2021 Unemployment Rate	3.8%	4.8%	3.7%	3.1%	3.5%	3.8%	4.8%
% College Graduate	18.8%	16.8%	20.0%	14.3%	16.1%	32.6%	36.1%
Avg Work Travel Time	0	0	0	24	24	24	27

3.5 Major Employers

The table below contains the major employers for the Kansas City MSA which represent a broad diversity across the Government, Healthcare, and the Manufacturing sectors:

Name	Description	Employees
Federal Government	Government	45,512
University of Kansas Health System	Health services	32,511
Graceland Center	Health care information systems	11,000
Land Life's Health System	Health services	9,002
State of Kansas	State Government	7,564
Lord Motor Company	Motor vehicle mfg.	7,360
Children's Mercy	Health services	7,012
NVSA, managed by Honeywell FMET	Electronic & mech. weapons components mfg.	6,000
Kansas State University	Higher education	6,000
State of Missouri	Government	5,994
Amazon	Fulfillment center, post office	5,575
HCA Midwest Health	Health services (Division Hqs.)	5,540
Stamford Vail Hospital	Health services	5,415
State of Kansas	State Government	5,364
Gladys Public School District	Public education	5,300
Genie International Inc.	Global positioning system mfg. (Hqs.)	4,685
T-Mobile	Telecommunications (Hqs.)	4,674
University Health	Health services	4,432
Burns & McDonnell	Full-service engineering, architecture, construction, enviro.	4,405
VIA Medical Center	Health services	4,379
Hallmark Cards, Inc.	Greeting card mfg. (Hqs.)	4,315
University of Kansas	Higher education	4,194
City of Kansas City, Missouri	Government	4,068
United Parcel Service	Delivery services	3,888
Kansas City Kansas Public Schools	Public education	3,800
Evergy	Energy and related services (Hqs.)	3,790
Shawnee Mission Public Schools	Public education	3,515
North Kansas City Hospital	Health services	3,511
BNSF Railway Company	Railroad	3,500
Asfex	Delivery services-call center	3,440
North Kansas City School District	Public education	3,440
Johnson County, Kansas	Government	3,335
Mosaic Life Care	Health services	3,317
Blue Valley School District	Public education	3,275
Lee's Summit School District	Public education	3,232
Quest Diagnostics, Inc.	Medical testing customer service center	3,099
SSAC Technologies Holdings, Inc.	Financial and healthcare services (shared service center)	2,995
Walmart	Retailer distribution center	2,812
Triumph Foods, LLC	Pork processing (Hqs.)	2,800
University of Missouri-Kansas City	Higher education	2,731
AdventHealth-Mid-America Region	Health services	2,675
Independence School District	Public education	2,600
Black & Veatch	Architect/Engineering (Hqs.)	2,486
Topical Public Schools	Public education	2,475
Gladys Health	Health services	2,460
Commerce Bank	Banking (Hqs.)	2,385
Kansas City Public Schools	Public education	2,317
Unified Government of Wyandotte Co-Government	Motor vehicle mfg.	2,300
General Motors Corp.	Insurance	2,229
UnitedHealthcare	Insurance	2,146
Maximus	Outsourcing services for education & govt.	2,100
Blue Springs School District	Public education	2,091
Hannaford Insurance Group	Insurance	2,060
Glen Winkiewicz, Lake City Ammunition/Ammunition mfg.		2,055

Source: ES&S

3.6 Median Household Income

The Kansas City MSA has a similar average household income to the national average. The specific areas of independence show lower median and average incomes than the other geo-areas measured

Category	1 Mile	3 Mile	5 Mile	Jackson County	Kansas City MSA	Midwest	United States
Median household income							
Median household income	\$32,161	\$31,136	\$36,085	\$24,570	\$34,893	\$43,490	\$42,062
Average household income	\$36,534	\$38,905	\$75,412	\$32,655	\$40,269	\$52,777	\$50,694
Per capita income	\$25,681	\$29,265	\$21,212	\$18,790	\$42,969	\$31,794	\$31,121
Population Characteristics by Income							
\$15,000	308	1,101	1,839	29,432	49,785	241,091	12,885,792
\$15,000 - \$24,999	223	2,214	2,202	21,504	51,424	181,412	9,102,940
\$25,000 - \$34,999	716	2,461	2,623	26,000	62,605	216,354	8,577,832
\$35,000 - \$49,999	805	3,067	4,877	30,082	106,303	316,425	14,015,437
\$50,000 - \$74,999	602	6,210	12,647	50,945	151,445	454,472	21,591,656
\$75,000 - \$99,999	446	5,282	6,136	40,668	126,408	320,581	16,635,681
\$100,000 - \$149,999	246	2,617	6,860	48,860	142,800	366,342	21,846,302
\$150,000 - \$199,999	126	1,495	2,702	24,731	66,287	184,464	11,109,423
\$200,000+	64	501	1,014	12,565	51,915	175,102	13,766,540

3.7 Economic Analysis Conclusion

The study area property and surrounding one, three, and five-mile areas under perform Jackson County, the Kansas City MSA, Missouri and the United States. These present conditions alone are not evidence of the presence or absence of unaccommodated demand for real estate. It does, however, warrant specific consideration of the impact of population and income growth on future demand. I have found instances of demand emerging in spite of underlying demographic conditions and it is the objective of this study to determine future demand and if that demand warrants new development, redevelopment, or change in land use. These will be discussed in the respective land use discussions in the Appendix.

4.0 SURROUNDING AREA DESCRIPTION

4.1 Neighborhood Boundaries

The study area and surrounding neighborhood is located entirely within the city of Independence, a first-ring suburb in the Kansas City MSA. The city of Independence has an estimated 122,000 residents and grew by some 6,000 residents between the 2010 and 2020 census. The study area reported herein is the City Center which includes City and County offices, tourism attractions, a handful of residential properties, retail and office uses and surface parking lots. The study area comprises 5% of the area within one mile of its center. In the following pages we report specifically on **PRESENT** conditions within the study area and its immediate surrounding area or neighborhood.



The area under study and the subject of this report is Independence Square. The area is approximately 86 acres, 30 acres of which are streets and public rights-of-way. The area approximately 210 separate tax parcels with significantly fewer individual owners. The area is a government center within the Kansas City MSA. Independence Square is the location of Independence City Hall and Jackson County Annex. The remainder of the study area is comprised of commercial and supporting land uses.

Area Description & Boundaries	
Neighborhood:	Independence Square
Location:	Suburban
Neighborhood Boundaries	
North:	US Highway 24
South:	West 23rd St
East:	M-281
West:	Sterling Ave

The above boundaries are generally consistent with the one-mile radius.

4.2 Characteristics

Characteristics of land use within the neighborhood are described in the following exhibits. These are developed using a number of sources and my observation of the study area and the larger Kansas City market over 30 years.

Area & Property Use Characteristics									
Location								Pop. Trend	up
Built up	☐	Fully Developed	☒	Urban	☒	Suburban	☐	Rural	Empl. Trend
Development Pace	☒	Over 75%	☐	25% to 75%	☐	Under 25%	☐	Personal Income Level	up
Property Values	☐	Rapid	☐	Steady	☒	Slow	☐	Retail Sales	up
Demand/Supply-Commercial/Multifamily	☐	Increasing	☒	Stable	☐	Declining	☐	New Construction	up
Vacancy Trend	☐	Shortage	☒	In Balance	☐	Over Supply	☐	Vacancy Trend	up
Change in Economic Base	☐	Increasing	☒	Stable	☐	Declining	☐	Rental Demand	up
Typical Exposure Time	12	Likely	☒	Unlikely	☐	Taking Place	☐		

4.3 Existing Land Use

My observation is summarized in this paragraph is that the study area is underutilized. There is an excess of improperly located surface parking which has been demonstrated to be an obstacle to redevelopment. Buildings on the square are typically one to three-stories and include retail on the first level and a mix of uses on the upper floors.



4.4 Access & Linkages

Shown below are traffic counts reported by MoDOT for the primary access points to and within the study area. For comparison, the average daily traffic count (ADT) on Mo 291st Truman Rd. approximately 47,600 cars per day, I-70 east of Noland Road is 137,000 cars per day, and Noland Road at 39th St., carries 26,000 cars per day.



The study area has below access and linkages. Access to and within the study area is bound by US Highway 24/Independence Ave., to the north and M291 to the east. Access from the north is limited to M291 (two miles east) and I-435 (4 miles west) by the Missouri River. Those are the only two bridges over the Missouri River serving Independence and are over six miles apart. US Highway 24 and Mo Highway 78 are approximately one mile north and south of the study area and carry moderate traffic volumes east and west. I-70 the primary route through the Kansas City MSA, east to west, is three miles south. Traffic within the study area is almost entirely local traffic.

Access, Linkages and Transit		
Primary Access to Area	M 291, I-70 and I-435	
Public Transportation Provider	IndeBus which is a regional transit provider of Ride KC.	
Main Source of Transportation	Automobile	
Description		Distance from Subject
Nearest On-Ramp	I-70 Truman and M 291	2.00 (Miles)
Nearest Bus Stop	Six routes with numerous stops within the study area	NA (Miles)
Nearest Subway Station	Streeter Downtown Kansas City	5.00 (Miles)
Nearest Train Station	Union Station	5.00 (Miles)
Nearest Airport	Kansas City International Airport	35 (Minutes)

KCI Airport is within a 35-minute drive of the study area. Mass transit is comprised of the IndeBus which offers service throughout Independence every day but Sunday. IndeBus is a regional transit provide of Ride KC and according to Ride KC IndeBus is well integrated into the larger Kansas City area transit system. Ride KC/KCATA developed and maintains the Independence Transit Center. The transit center is located just north of the study area and patrons can readily access transit in Kansas City, Missouri from the Transit Center. IndeBus is operated

by a private operator, TransLoc. There are six bus routes designated by color and number providing transit to major commercial centers within Independence. According to Ride KC, this is their preferred relationship that allows integration of regional systems to the larger RideKC system.



4.5 Neighborhood Demand Generators

4.5.1 Employers

The top Independence employers contribute to daytime population. Within the one-mile radius of the study area, there are 5,351 employees serving 547 businesses. The employee to residential population ratio is 47% which is a significant positive aspect to the study area potential relative to the rest of Independence. Three and five-mile radii areas are 29% and 36% respectively. Jackson County, Kansas City MSA and Missouri are higher than the one-mile radius.

1.	Independence School District	1,951
2.	Centerpoint Medical Center	1,850
3.	Winchell	1,545
4.	City of Independence	1,095
5.	Phoenix Home Health	550
Source:		NextDoor/Com, KC Bus Journal

4.5.2 Attractions

In October 2023 PGAV prepared a study titled Tourism and Museum Master Plan for the City of Independence which describes the events and attractions that help to define Independence, Missouri and particularly the Independence Square Study Area. There are approximately 50 events occurring within Independence Square over the course of a year. Major attractions resulting in significant traffic, visits, and spending are identified below.

- Santacaligon Days:** This is an annual four-day event occurring on Independence Square each Labor Day weekend. Santacaligon is as celebration of the three major trails, the Santa Fe, California, and Oregon Trails, which facilitated the westward expansion of the United States in the mid-19th century. Wagon trains were outfitted and provisions were purchased for the westward journey. The PGAV study cited 88% of the 117,000 visitors to the event with cell phones came from over 30 miles away and stayed an average of 113 minutes. Other sources cite as many as 300,000 attendees annually.
- Truman Library and Museum:** Is located approximately one mile north of the Independence Square. It is part of the Presidential Libraries system. It opened in 1957 and recently completed a \$20 million renovation. According to the National Archives, the Harry S. Truman Presidential Library and Museum generated 48,152 visits in 2022. The Ronald Reagan Museum and Library generated the most visits in 2022 with over 215,000 and Herbert Hoover's with the least, just under 19,000. COVID had dramatic negative impact on the Library system more severe than other attractions which more quickly recovered.
- Mormon Visitors Center:** Located two blocks west of Independence Square. The center exhibits describe the growth of the latter-day Saint community in Jackson County, Missouri beginning in the 1830's. This attraction reports approximately 40,000 visitors per year.
- Truman Home:** This attraction is located just north of Independence Square and is administered by the National Parks Service. The home was originally built in 1885. The home is open six or seven days a week and the nearby Visitors Center is open seven days a week. Tours are modestly priced. This attraction accounts for some 30,000 visits per year.
- Community of Christ:** The Independence Temple of the Community of Christ Church is an iconic structure in the Kansas City area. It is located a few blocks west of Independence Square. This attraction accounts for over 13,000 visitors to the area per year.
- National Frontier Trails Museum:** This museum is located at the northwest gateway to Independence Square. It provides films and exhibits that tell the story of the settlement of the American West, particularly the Santa Fe, California and Oregon Trails. Visitors to the museum total 12,000 per year.

There are many attractions in the area which are not specific to Independence Square that contribute to economic activity in eastern Jackson County and the entire Kansas City area. The map below identifies these significant attractions.

- Cable Dahmer Arena:** This attraction is located at I-70 and I-470. This 5,800-seat arena hosts the Kansas City Mavericks of the East Coast Hockey League and the Kansas City Comets of the Major Arena Soccer League. It hosts numerous concerts and events throughout the year as well. The PGAV study reports annual attendance of 500,000 per year. Cable Dahmer Arena is 5 miles southeast of the study area.

- Kansas City Royals and Chiefs:** In 2023 the Royals averaged 16,000 attendees for home games during 2023 for total attendance of approximately 1,300,000 persons. The Royals will relocate to Kansas City's Crossroads District so it is not prudent to recognize future economic activity generated by the Royals. The Chiefs generated attendance of nearly 600,000 in 2022 and averaged 71,000 per game for the home regular and pre-season. New development of mixed use and hospitality has never materialized in the stadium area in spite of its 40-year history of both teams at this location. The stadiums are 4 1/2 mile southwest of the study area.
- Ameristar Casino:** According to the Missouri Gaming Commission Ameristar had just of 3.1 million admissions in 2022 which ultimately generated approximately \$42 million in gaming taxes for the state and a payroll of over \$26 million to a total of 595 employees. This facility offers 1,823 slots and other electronic gaming devices, 48 game tables, and five restaurants. Ameristar Casino has the Star Pavilion, a concert venue with capacity for 1,350 guests and a 184-room hotel. Ameristar is 5 1/2 miles northwest of the subject.



4.6 Safety and Public Services

Local government services like fire and police are provided in this area at city level and are considered typical for this region. The fire department has six divisions and ten stations supporting 192 employees. The police department has eight divisions supporting 230 officers and 96 staff. Both police and fire stations are within or adjacent to the study area.



The nearest public services to the subject are detailed in the following chart.

Public Services and Amenities		
Category	Description	Distance from Subject
Grocery	Small smart stores nearby	0.50 (Miles)
Grocery Center	Grocery anchored	2.50 (Miles)
Free Station	Station Fun and Free Dept. HQ	1.00 (Miles)
Police Station	Noland Rd and Truman Rd	0.00 (Miles)
Hospital	Centerpoint	6.00 (Miles)
Airport	Kansas City International Airport	35.00 (Miles)

The grounds supporting the aforementioned nearby attractions and McCoy Park and Dickinson Park are within ½ and 1-mile respectively provide good green space for the area's residents.

4.7 Schools

School District Summary	
School District	Independence 30
District Spending	\$16,731 per student
Student Teacher Ratio	19.3
Enrollment	1,347
Ranking/SEA	346 out of 62
School District Info	www.independencemo.org/metrochartersandingsoc

Van Horn High School is located approximately 2 1/2 miles west of the study area and William Chrisman High School is within a mile of the study area.

4.8 Economic/Surrounding Area Analysis Conclusion

† We have evaluated the study area and its one-mile radius in comparison to other regions and neighborhoods in east Jackson County, Missouri.

Market Area Comparison	
Arterial (Highway) Access	Below Average
Roadway Transit	Above Average
Governmental Services	Above Average
New Construction	Below Average
Sanitization	Below Average
Amenities	Average
Market Sentiment	Below Average
Employment Trends	Average
Waste Generation	Below Average

I conduct this analysis under the expectation that suitably supported land uses can be entitled and are physically supported by the vacant land or existing buildings within the study area. Thus, my findings are not limited by current zoning or future land use restrictions. The following appendices present my findings of the current and projected market supply, existing and potential demand, competitive locations and properties, and a conclusion as to probability of development in the study area.

5.0 CERTIFICATION

We certify that, to the best of our knowledge and belief:

1. The statements of fact contained in this report are true and correct.
2. The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are our personal, impartial, and unbiased professional analyses, opinions, and conclusions.
3. We have no present or prospective interest in the study area of this report, and no personal interest or bias with respect to the parties involved or property.
4. Kenneth Jagers, MAI, FRICS has not performed any services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.
5. Our engagement in this assignment was neither contingent upon developing or reporting predetermined results, nor is our compensation for completing this assignment is contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
6. Our analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice as well as applicable state appraisal regulations.
7. The reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute.
8. The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
9. Kenneth Jagers, MAI, FRICS has made a personal inspection of the property that is the study area of this report.
10. No one provided significant real property assistance to the persons signing this certification.
11. We have experience in appraising properties similar to the study area and are in compliance with the Competency Rule of USPAP.

12. As of the date of this report, Kenneth Jagers, MAI, FRICS has completed the continuing education program for Designated Members of the Appraisal Institute.

K. H. H. —

Kenneth Jagers, MAI, FRICS
Managing Director
Missouri Certificate #RA003190
Certified General Real Property Appraiser
Telephone: 9132140057
E-mail: kjagers@partnerval.com

6.0 ASSUMPTIONS & LIMITING CONDITIONS

[illegible]

1. FORECAST UNCERTAINTY. All work product we deliver to you (collectively called "report") represents an opinion of value based on historical information and forecasts of property and market performance and conditions. Actual results may vary from those forecast in the report.

intended users specified in the report for the specific purpose to which it refers. Use of the report for any other purpose is not by any party not identified as an intended user of the report without our prior written consent. It is published, and we accept no responsibility for any use of the report in any other written, printed, or electronic form.

0. HAZARDOUS MATERIAL DISCLOSURE: Unless specifically noted in preparing the Appraisal Report, INVA will not be considering the possible existence of asbestos, PCB transformers, or other toxic materials in its consideration of the value of the subject real property and/or improvements. If the subject property is or may be used for a hazardous waste disposal facility, the subject property and/or improvements may be affected or contaminated in a manner which our prior written report.

IN VALUE ALLOCATIONS: Any allocation of the total value estimate in the report between land and improvements apply only to the existing use of the subject property. The allocation of value for each of the land and improvements are not intended to be used with any other property or appraisal not used for appraisal use.

7. THE REPORT. In its report Client shall include as the Appendix B report in connection with a Sale Agreement or other transaction involving the Property:

2. **PROPERTY BOUNDARIES & ENCROACHMENTS:** We did not conduct a formal survey of the property and assume no responsibility for any survey matters. The Client has supplied the spatial data, including details under surveys included in the report, and we assume that data is correct up-to-date and set on correct system.

internal, penalties or fees from Client Independent may be suggested by the Approved Report. Client agrees that PWN shall have no responsibility or liability to Client or any other party for such internal, penalties or fees; and that Client will not seek damages or other compensation from PWN relating to any such fees, internal, penalties or fees imposed on Client, or for any attorney's fees, costs or other expenses relating to Client's fee matters.

4. INFORMATION RELIANCE. The approval process requires the evaluation of information from a wide variety of sources including the Client, its agents, and other sources. We have assumed that all information furnished by you is correct and complete, up to date and can be relied upon, but we warrant a given for its accuracy. We do not accept any responsibility for erroneous information furnished by you. We do not warrant the accuracy of information furnished by you or any third party. We are not liable for any deficiency in the report arising from the inaccuracy or inapplicability of such information, documents and assumptions.

© MANDIUM, LLC. We assume no responsibility for a good and marketable title, including but not limited to encumbrances, restrictions, easements, or other adverse title conditions, which would have a material effect on the value of Parcel(s) under consideration. There is no material litigation pending involving the property.

4. **101013750 COMPLAINT** We assure that the property processes and/or in compliance with all required licenses, certificates of occupancy, contracts, environmental regulations, and other legislative or administrative requirements from any local, state, or national government or private entity or organization, or possession or compliance can be obtained or renewed for any person with the opinion of use contained in this report is based.

1. FOOD RISK. We may have detected available flood maps and may have relied in this report whether the property is generally located above or below an identified Special Flood Hazard Area; however, we are not qualified to detect such areas and therefore do not guarantee our determinations. The presence of flood plain areas outside of what appears to be the value of the property. Any sponsor of which we include in our report assumes that the floodplain and/or wetlands interpretations are accurate.

Furthermore, the conclusions and any permitted reliance on and use of the Appraisal Report shall be strictly limited to the assumptions, limitations, and qualifying statements contained in the report.

PARTNER Valuation Advisors

Kenneth Jaggers, MAI, FRICS
Managing Director



Experience Summary

Kenneth Jaggers is Managing Director for Partner Valuation Advisors and operates from Kansas City. Mr. Jaggers has over 30 years of commercial real estate appraisal, consulting, and loan underwriting experience. For the past 20 years Mr. Jaggers has led teams of professionals providing appraisal and consulting services for some of the largest portfolio, acquisition, and infrastructure assignments in the region.



Mr. Jaggers has completed assignments of commercial properties of all types, primarily for institutional investors, banks, and private owners/developers. His expertise is in large and/or complex assignments for discerning clients and intended users. Areas of specialty include statutory compliance, highest and best use and feasibility analysis, and disposition consulting. Recently Mr. Jaggers completed the appraisal of two portfolio transactions: industrial, mixed use, retail, office, and development land comprising 35 and 46 properties. Other recent projects include two vacated corporate headquarters, an art gallery in the Flint Hills, and an infrastructure project totaling +120 property in the Kansas City MSA. Lenders, owners/developers, public entities, attorneys, and investors look to Mr. Jaggers for his experience and expertise.

Prior to joining Partner Valuation Advisors, Mr. Jaggers was Managing Director at JLL Valuation Advisory and prior to that Integra Realty Resources.

Highlights

- 30+ years in CRE valuation and advisory
- 20 years managing and mentoring professionals

Education & Affiliations

Appraisal Institute – Designated Member
Royal Institute of Chartered Surveyors – Fellow
Westwood, KS – Planning Commission 2000-2015
UMKC Bloch School/Lewis White Real Estate Center – Guest Lecturer and Case Studies Judge
Project REAP Kansas City - 2017 Sponsor and Guest Lecturer
Greater Kansas City Chamber - Development Group
Bachelor of Arts – Chadron State College, Chadron, Nebraska
Economics and Marketing with a Minor in Business Administration

Appraisal Licenses

Arkansas	Iowa	Missouri
Colorado	Kansas	Nebraska

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1.0 EXISTING SUPPLY AND DEMAND ANALYSIS

An understanding of the factors influencing the retail market begins with a study of the existing supply, demand, and market conditions. I undertake this in the pages to follow.

1.1 Overview of Kansas City Retail Market

As the 31st largest retail metropolitan area in the country based on inventory, Kansas City has a robust retail market which is analyzed in the following section.

1.2 Kansas City Inventory & Occupancy

Kansas City Retail Market Analysis

Inventory	Vacancy	Perpetual Inventory	New Supply (Under Construction)
102,480 SF	4.30%	148K SF Last 10 Mo	34.1K SF Last 12 Mo
31st Largest Retail MSA	3.4% Nat	30.1% Below 5 yr Average	64% of Inventory

Kansas City Retail Market Trends

Year/ Current Quarter	Inventory (M SF)	Vacancy Rate	Completions (K SF)	Completions %	Net Absorption (K SF)	Under Construction (K SF)	Net Delivered (K SF)	New Supply Rate	Demand (M SF)	
2012								0.0%		
2013	102,338	102.7	8,34%	5,262	0.80%	1,017	3,309	779	0.07%	115.0
2014	102,001	102.4	7.88%	5,286	1.00%	1,083	4,948	772	1.11%	118.5
2015	102,438	102.6	7.20%	5,266	0.82%	1,112	2,403	982	1.86%	120.5
2016	102,717	102.2	6.22%	5,430	1.24%	1,673	5,664	71	4.88%	121.5
2017	102,807	102.2	5.75%	5,450	1.05%	803	3,300	308	2.72%	122.7
2018	102,868	102.3	5.52%	5,255	0.95%	622	3,543	493	2.72%	124.2
2019	102,811	102.7	5.58%	5,100	0.90%	562	2,784	469	2.18%	124.0
2020	102,961	101.5	5.47%	988	0.75%	298	2,309	543	1.77%	124.9
2021	112,028	101.7	5.58%	865	0.60%	1,118	1,786	498	1.36%	124.4
2022	112,079	102.0	4.50%	836	0.50%	1,516	2,476	113	2.02%	126.3
2023 Q1	112,170	102.6	4.50%	1,000	0.50%	1,100	1,100	700	2.00%	126.3
10 Year Averages	102,411	102.0	6.54%	5,144	0.88%	960	3,268	469	2.11%	122.1
5 Year Averages	102,071	102.0	5.20%	900	0.76%	766	2,423	496	2.00%	124.1
2023	112,139	102.4	4.23%	709	0.54%	413	2,263	574	1.71%	126.8
2024	112,201	102.8	4.38%	640	0.48%	322	1,912	192	0.00%	126.9
2025	112,190	102.9	4.48%	618	0.47%	252	1,649	149	0.00%	127.2
2026	112,190	103.3	4.58%	560	0.70%	282	1,300	300	0.00%	127.5
2027	112,190	104.0	4.62%	574	0.80%	414	609	609	0.00%	127.8
Projection Averages	112,190	103.5	4.63%	560	0.63%	298	603	603	0.00%	127.7

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The Kansas City market vacancy rate of 4.3% is generally consistent with the national retail average vacancy rate of 3.9%. Absorption in the market has averaged 962K SF (0.8% of average inventory) and 746K SF (0.6%) over the last 10 and 5 years, respectively. Absorption has slowed in the last year, as the market absorbed 413K SF, representing a 45% decrease from the 5-year average. New supply under construction is 2,263K SF through 3rd quarter 2023. This is less than all preceding ten years except 2021. Entitlement and construction, slowed by the COVID pandemic, is now also pressured by the current interest rate environment and inflation.

1.3 Kansas City Rental Rates & Rent Growth

Kansas City Retail Market Rental Rates & Rent Growth

Rental Rate
\$17.65
+4.07% YoY

Kansas City Retail Market Rental Trends

Year/ Current Quarter	Asking Rent/SF	Rent Growth (YoY)
2012		-
2013	\$13.29	-
2014	\$13.59	2.20%
2015	\$13.82	1.71%
2016	\$14.08	1.90%
2017	\$14.54	3.25%
2018	\$15.02	3.34%
2019	\$15.42	2.66%
2020	\$15.65	1.46%
2021	\$16.04	2.49%
2022	\$16.82	4.89%
2023 Q1	\$17.65	4.93%
10 Year Averages	\$14.84	2.65%
5 Year Averages	\$15.79	2.96%
2023	\$17.58	4.47%
2024	\$17.82	1.39%
2025	\$17.96	0.80%
2026	\$18.14	0.97%
2027	\$18.30	0.90%
Projection Averages	\$17.96	0.83%

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The projected growth rate for the ensuing five years is 0.81% annually. This rate is suppressed as there is a shortage of new construction which will generate rents significantly higher than current average rents.



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Kansas City's average retail rental rate grew 4.07% over the prior year to \$17.65 PSF. Cumulative rental rate growth over the last 10 years and 5 years has been 2.65% and 2.96% per annum, respectively. Rental rate growth was increasing prior to the pandemic, a trend that has continued since its impact has subsided. Rental rate growth is expected to average 0.8% over the next 5 years. The CoStar model is by design inclusive of all qualities of retail properties. There is an outsized impact of poorly occupied, functionally obsolete space on both the vacancy in the market and rental rate. It is my opinion that the rental growth rate is understated and vacancy is somewhat overstated by inclusion of functionally obsolete, chronically vacant retail.

1.4 Kansas City Market Supply & Demand



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1.5 Kansas City Sales Volume & Average Price



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Annual retail sales volume for the Kansas City area averaged \$487M and \$414M over the last 10 and 5 years, respectively. The average sales price per SF has experienced minimal growth from \$115.15 to \$162.30 over the last decade, representing annual compound price growth of 3.9%. Prices have accelerated in the last two years; however, it is expected to moderate over the coming 5-years to a pace of -1.2%/year. Kansas City traditionally trends below the US in transaction volume, and price per square foot and above in capitalization rates.

1.6 Kansas City Cap Rate vs. National Average

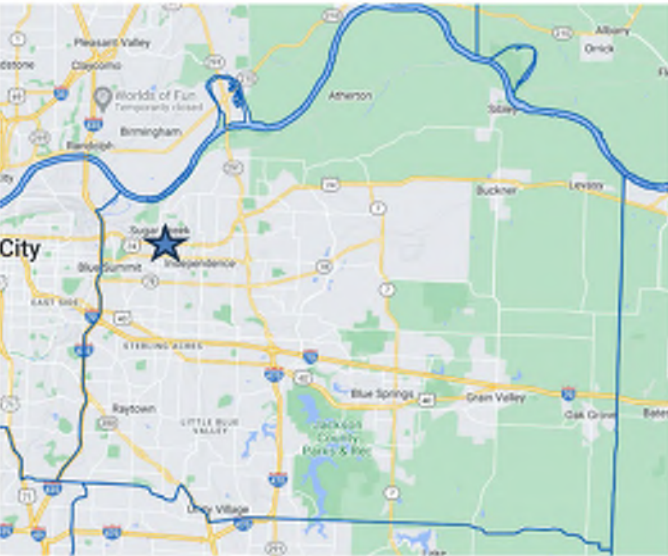


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Both the Kansas City and National retail markets had experienced capitalization rate contraction over the past decade. Retail assets in the Kansas City market typically trade at capitalization rates that are higher than the national average within the market, as the average capitalization rate in the Kansas City retail was 7.1% in the most recent prior year versus 6.0% nationally.

1.7 East Jackson County Submarket Review

The study area is within the East Jackson County Submarket. It is the largest retail submarket in the Kansas City Market. It includes all of Independence, Blue Springs, Raytown and parts of Kansas City and Lee's Summit as shown in the CoStar map below.



#	SubMarket Name	Inventory (K)	% of Market	Rent/SF	Rental Rate Rank	Occupancy Rate	Occupancy Rank
1	East Jackson County	19,250	14.4%	\$15.26	17	92.8%	23
2	South Johnson County	16,584	12.4%	\$21.10	4	94.0%	22
3	I-35 Corridor	13,860	10.4%	\$16.68	15	97.5%	12
4	Northwest Johnson County	10,406	7.8%	\$17.98	12	95.8%	17
5	Kansas City KS	8,903	6.7%	\$16.77	14	96.3%	16
6	Northeast Johnson County	8,465	6.3%	\$19.15	8	96.6%	15
7	Southeast Jackson County	6,919	5.2%	\$20.84	5	98.6%	7
8	I-29 Corridor	6,422	4.8%	\$19.83	6	95.7%	18
9	South Kansas City MO	6,148	4.6%	\$14.84	19	92.5%	24
10	Cass County	5,724	4.3%	\$16.21	16	97.9%	9
11	Kansas City MO	4,902	3.7%	\$14.18	20	97.5%	13
12	College Blvd	4,611	3.5%	\$22.29	3	97.7%	11
13	Midtown	3,466	2.6%	\$18.03	11	95.0%	20
14	Leavenworth County	2,807	2.1%	\$13.32	22	95.3%	19
15	Ward Parkway	2,302	1.7%	\$18.40	10	97.9%	10
16	Outer South Kansas City	2,242	1.7%	\$13.56	21	99.0%	6
17	Outlying KC MO	2,177	1.6%	\$9.29	24	99.4%	3
18	Country Club Plaza	2,063	1.5%	\$29.47	1	96.8%	14
19	CEO	1,525	1.1%	\$19.24	7	99.5%	2
20	Lafayette County	1,491	1.1%	\$5.90	25	86.3%	25
21	Downtown Kansas KC KS	1,044	0.8%	\$10.54	23	99.8%	1
22	Freight House District	886	0.7%	\$18.94	9	97.9%	8
23	Crown Center	481	0.4%	\$16.79	13	99.2%	4
24	Brookside	422	0.3%	\$27.05	2	94.1%	21
25	West Bottoms	346	0.3%	\$14.89	18	99.2%	5
All Other Submarkets		30,763	23.0%	\$16.79		96.9%	
Totals		133,464	100.0%	\$17.58		95.7%	

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The East Jackson County submarket commands the 17th highest rental rates in the market. Occupancy for the submarket (92.8%) is lower than the average of the market (95.7%) and lower than all but two submarkets.

1.8 East Jackson County Submarket Inventory & Occupancy

East Jackson County Retail Submarket Analysis											
Inventory		Vacancy		Net Construction		Net Absorption		Net Delivered			
19,250 SF		7.2%		-10K SF Last 12 Mo		-10K SF Last 12 Mo		58K SF Last 12 Mo			
4.0% of the Kansas City - MO metro market		1.2% of total		134.0% below 3-yr Average		6.2% of inventory					
East Jackson County Retail Submarket Trends											
Year	Buildings	Inventory (M SF)	% of Market	Vacancy Rate	Completions (K SF)	Completions %	Net Absorption (K SF)	Net Construction (K SF)	Net Delivered (K SF)	Demand (M SF)	
2013		1,405	18.1	14.2%	9,50%	105	0.00%	11	285	105	13.7%
2014		1,480	18.2	14.2%	9,20%	710	0.00%	257	288	105	13.4%
2015		1,484	18.3	14.1%	7,30%	30	0.44%	150	482	48	24.0%
2016		1,505	18.5	14.3%	6,20%	407	2.31%	427	1,020	407	53.1%
2017		1,518	18.6	14.5%	6,30%	252	1.20%	42	713	208	33.9%
2018		1,527	18.6	14.6%	6,30%	144	0.76%	112	341	52	18.4%
2019		1,517	18.6	14.5%	5,20%	911	0.58%	189	481	34	21.1%
2020		1,545	18.1	14.8%	5,91%	109	0.80%	-120	195	107	15.6%
2021		1,556	18.1	14.5%	7,45%	121	0.40%	-101	328	82	17.1%
2022		1,563	18.2	14.6%	7,10%	176	0.00%	225	133	77	5.8%
2023		1,575	18.3	14.6%	7,20%	175	0.00%	175	175	175	17.5%
10 Year Averages		1,522	18.7	14.4%	7,30%	162	0.87%	186	478	158	23.0%
10 Year Ranges		1,505	18.1	14.0%	6,20%	124	0.44%	154	482	107	15.1%
2013		1,521	18.2	14.5%	7,20%	29	0.76%	-104	38	26	4.0%
2024		1,514	18.2	14.5%	7,30%	29	0.76%	-41	-46	-46	0.0%
2025		1,514	18.2	14.5%	7,40%	101	0.50%	6	34	30	0.8%
2026		1,519	18.3	14.4%	7,60%	125	0.40%	22	58	50	0.9%
2027		1,519	18.3	14.4%	7,70%	140	0.32%	27	76	60	0.9%
10 Year Ranges		1,505	18.1	14.0%	6,20%	124	0.44%	154	482	107	15.1%

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CoStar forecasts a modest 83K SF per year in completions over the next five years which is just 0.43% of the total supply. For comparison, the entire Kansas City market will experience new construction averaging 840K SF over the next five years which is 0.63% of the existing supply. This demonstrates that the East Jackson County submarket's position relative to other large submarkets is declining. Every major submarket in Kansas City features some component of modern mixed use which has led to improved quality and occupancy for retail tenants and patrons. Certainly, Independence Square and the surrounding blocks do qualify in a broad sense as mixed use, but quality, condition and utility of the retail improvements are a generation behind the standard.

1.9 East Jackson County Submarket Rental Rates & Rent Growth

East Jackson County Retail Submarket Rental Rates & Rent Growth	
Rental Rate	
\$15.28	
+4.37% YoY	
East Jackson County Retail Submarket Rental Trends	

Rent Growth	
Year	Asking Rent/SF (YoY)
2012	-
2013	\$11.41
2014	\$11.64 2.04%
2015	\$11.81 1.48%
2016	\$12.03 1.86%
2017	\$12.41 3.12%
2018	\$12.82 3.35%
2019	\$13.20 2.93%
2020	\$13.43 1.76%
2021	\$13.81 2.83%
2022	\$14.54 5.32%
2023 Q3	\$15.28 4.37%
10 Year Averages	
10 Year Averages	\$12.75 2.74%
5 Year Averages	\$13.56 3.23%
2023	\$15.23 4.74%
2024	\$15.40 1.10%
2025	\$15.49 0.58%
2026	\$15.61 0.77%
2027	\$15.72 0.69%
Projection Averages	
Projection Averages	\$15.49 0.65%

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Rent growth in East Jackson County exceeds that of the entire Kansas City Market considering year over year increases as well as the five and ten-year averages. The age of retail properties and lack of investment or reinvestment have led to functional obsolescence within the submarket. The retail offerings within East Jackson County are less modern than competing major submarkets and unless new or reinvestment is supported the submarket will continue to lose stature. Of the top ten submarkets, only East Jackson County, Kansas City KS and South KCMO have not seen significant new construction. In fact, these submarkets are effectively an entire generation behind the others which have seen significant retail development or redevelopment. This includes modern community and neighborhood shopping centers as well as mixed use redevelopment. From the perspective of supply, there is certainly room for an improvement in the quality, design, and utility of the retail space offered.

1.10 Submarket New Supply

Market		SF Under Construction (K)	% of Inventory
East Jackson County Submarket	19,250	38.0	0.2%
Kansas City Market	132,430	632.9	0.5%

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Presently, there is minimal new construction occurring in the East Jackson County Submarket, totaling 0.2% whereas the entire Kansas City market is adding 0.5% of the total supply for 2023.

1.11 Retail Market & Submarket Summary and Conclusions

Based upon these stated dynamics of the Kansas City and the East Jackson County submarkets, I have identified mixed use with street retail as the most complementary retail use for the study area and that with the best opportunity for success. Unlike competing neighborhoods as described later, no meaningful redevelopment or new construction has occurred within the East Jackson County submarket. The last meaningful retail development was Menards, located at I-70 and Little Blue Parkway built in 2016 and before that Costco and surrounding properties in Eastgate in 2000. There is abundant vacancy in the retail projects along Noland Road, Highway 40 and M 291/I-470. Notably, Independence Center, the 950K SF troubled mall with approximately 80% occupancy is listed for sale now at an undisclosed price, after being acquired for just \$57 million from its special servicer.

2.0 TRADE AREA CHARACTERISTICS

In the following paragraphs I provide relevant information relating to the area's suitability to its existing retail supply and the prospects for new development. I have analyzed the same geos as in the area description in the body of this report.

2.1 Demographics

2.1.1 Population and Households

Population Summary		1 Mile	3 Mile	5 Mile	Jackson County	Kansas City MSA	Missouri	United States
2023 est.								
Area (sq miles)		3	28	79	604	7,256	68,752	3,533,719
Total Population								
2000 Total Population		11,125	32,879	134,862	654,888	1,811,254	5,596,211	281,421,309
2010 Total Population		11,181	36,952	137,468	674,139	2,088,342	5,988,327	306,742,158
2020 Total Population		11,521	39,971	141,888	712,284	2,192,555	6,154,973	321,448,207
2023 Total Population		11,332	39,888	143,264	706,225	2,238,618	6,288,319	333,478,185
2028 Total Population		11,232	39,809	141,435	703,581	2,273,881	6,238,262	343,642,129
Population Growth								
2000 - 2020 Annual Growth		-0.26%	0.26%	0.31%	0.46%	0.98%	0.48%	0.82%
2010 - 2020 Annual Growth		0.29%	0.41%	0.41%	0.42%	0.87%	0.27%	0.71%
2020 - 2023 Annual Growth		-0.48%	-0.10%	-0.03%	0.39%	0.60%	0.20%	0.56%
2023 - 2028 Annual Growth		-0.29%	-0.02%	0.02%	0.88%	0.91%	0.19%	0.30%

Household Summary		1 Mile	3 Mile	5 Mile	Jackson County	Kansas City MSA	Missouri	United States
Total Households								
2000 Total Households		5,234	13,349	56,038	296,094	708,309	2,184,594	105,488,101
2010 Total Households		4,710	30,042	96,725	274,788	788,531	2,375,611	136,738,292
2020 Total Households		4,961	31,898	99,810	291,583	888,375	2,479,146	138,817,589
2023 Total Households		4,963	30,936	98,382	301,418	882,148	2,514,931	139,815,488
2028 Total Households		4,939	30,615	98,709	306,746	894,375	2,558,757	141,888,306
Household Growth								
2000 - 2020 Annual Growth		-0.26%	-0.04%	0.26%	0.56%	1.32%	0.51%	0.90%
2010 - 2020 Annual Growth		0.51%	0.05%	0.40%	0.80%	0.98%	0.43%	0.83%
2010 - 2023 Annual Growth		-0.05%	-0.16%	0.04%	0.62%	0.63%	0.44%	0.75%
2023 - 2028 Annual Growth		-0.02%	-0.20%	0.03%	0.30%	0.49%	0.28%	0.49%
Average Household Size								
2010 Average Household Size		2.31	2.33	2.40	2.41	2.51	2.45	2.58
2020 Average Household Size		2.23	2.34	2.40	2.37	2.49	2.41	2.55
2023 Average Household Size		2.26	2.33	2.40	2.36	2.47	2.40	2.53
2028 Average Household Size		2.18	2.31	2.38	2.33	2.46	2.38	2.51

2.1.2 Housing

Housing Summary		1 Mile	3 Mile	5 Mile	Jackson County	Kansas City MSA	Missouri	United States
Housing Units								
2000 Total Housing Units		5,788	13,472	58,938	288,227	757,844	2,443,377	123,804,487
2010 Total Housing Units		5,813	33,884	63,115	312,888	871,862	2,712,529	131,784,790
2020 Total Housing Units		5,821	34,273	64,383	326,579	938,523	2,788,827	140,488,758
2023 Total Housing Units		5,892	34,936	64,382	336,513	964,618	2,832,246	144,083,309
2028 Total Housing Units		5,821	34,182	64,678	341,653	986,793	2,887,844	147,336,352
Median Home Value								
2023 Median Home Value		\$188,888	\$210,189	\$221,832	\$263,824	\$302,437	\$251,565	\$308,300
2023 Housing Affordability								
Percent of Income for Mortgage		21.3%	17.2%	18.4%	20.4%	21.8%	20.7%	25.4%
2023 Owner Occupied by Mortgage Status								
Mortgage/Loan		63.8%	63.2%	63.9%	68.4%	70.4%	65.3%	68.7%
Owned Free & Clear		36.2%	37.0%	36.1%	31.6%	29.6%	34.7%	33.3%

Household Summary		1 Mile	3 Mile	5 Mile	Jackson County	Kansas City MSA	Missouri	United States
2023 Households by Tenure								
Total		1,188	10,878	32,412	100,000	327,347	1,000,000	119,568,151
Owner-Occupied		2,170	41,078	104,420	100%	300,441	100%	114,212,151
Renter-Occupied		2,882	49,774	115,551	100%	96,906	100%	105,356,000
Vacant		136	90%	5,441	0.0%	1,900	0.0%	30,000,000
2023 Households by Tenure								
Total		1,210	10,878	32,412	100%	327,347	1,000%	119,568,151
Owner-Occupied		2,180	41,078	104,420	100%	300,441	100%	114,212,151
Renter-Occupied		2,810	49,774	115,551	100%	96,906	100%	105,356,000
Vacant		130	90%	5,441	0.0%	1,900	0.0%	30,000,000
2023 Households by Tenure								
Total		1,210	10,878	32,412	100%	327,347	1,000%	119,568,151
Owner-Occupied		2,180	41,078	104,420	100%	300,441	100%	114,212,151
Renter-Occupied		2,810	49,774	115,551	100%	96,906	100%	105,356,000
Vacant		130	90%	5,441	0.0%	1,900	0.0%	30,000,000
2023 Households by Tenure								
Total		1,210	10,878	32,412	100%	327,347	1,000%	119,568,151
Owner-Occupied		2,180	41,078	104,420	100%	300,441	100%	114,212,151
Renter-Occupied		2,810	49,774	115,551	100%	96,906	100%	105,356,000
Vacant		130	90%	5,441	0.0%	1,900	0.0%	30,000,000

The information above describes the study area and its immediate surrounding neighborhood with limited total household unit growth and a median home value that is 72% that of the all of Jackson County. Households within the immediate area pay a significantly larger percentage of total income on housing, 21.3% versus 17.2% - 21.0% for the Kansas City areas. The immediate area also has a higher percentage of renter occupied housing, 52.3% versus 21.4% to 38.4% for the Kansas City area geos.

2.1.3 Income

Personal Income Summary	1 Mile	3 Mile	5 Mile	Jackson County	Kansas City MSA	Missouri	United States
Median Age	37.7	38.7	38.2	38.1	38.5	37.8	37.1
2010 Median Age	36.1	36.8	36.7	36.8	37.2	36	36.8
2020 Median Age	39.9	40.3	40.3	39.3	38.7	39.8	39.1
2030 Median Age	40.7	41	41	39	39.4	40.7	39.9
Per Capita Income							
2021 Per Capita Income	\$41,335	\$26,558	\$31,178	\$30,796	\$40,409	\$37,793	\$41,370
2020 Per Capita Income	\$29,867	\$34,803	\$36,640	\$43,044	\$48,302	\$43,472	\$47,525
Median Household Income							
2021 Median Household Income	\$17,440	\$11,666	\$15,957	\$64,919	\$76,890	\$63,390	\$70,603
2020 Median Household Income	\$11,741	\$18,154	\$64,200	\$75,548	\$85,191	\$73,286	\$80,470
Median Household Income Growth							
2013 - 2019 Median household income growth	2.2%	2.5%	2.8%	3.1%	2.2%	2.8%	2.8%
Average Household Income							
2021 Average Household Income	\$14,202	\$9,807	\$76,473	\$63,458	\$78,268	\$62,777	\$70,708
2020 Average Household Income	\$66,605	\$81,880	\$98,139	\$106,065	\$120,005	\$106,040	\$122,969
Disposable Income							
2021 Median Disposable Income	\$13,403	\$43,118	\$47,865	\$54,400	\$62,177	\$53,405	\$58,809
2021 Average Disposable Income	\$44,891	\$33,376	\$38,796	\$70,528	\$79,884	\$70,213	\$79,104

Principle to the demand for retail goods and services leading to demand for retail real estate is the disposable income. Disposable income in the study area is significantly less than every other geos in both median and average income categories. The Independence Square study area and its one mile radius under performs the surrounding three and five-mile radii by 20% to 35%. This informs the retail demand by the area residents as described in the following sections of this study.

2.1.4 Employment Business and Industry

Shown below is a description of the labor force and daytime population of the study area as compared to the previously described geo areas.

Business Type by SIC Code	1 Mile	3 Mile	5 Mile	Jackson County	Kansas City MSA	Missouri	United States	
Business Count by SIC Code	Number	%	Number	%	Number	%	Number	%
Total	547	100%	1,869	100%	3,688	100%	21,372	100%
Agriculture, Forestry, Fishing & Hunting	7	1.3%	32	1.7%	81	1.7%	384	1.8%
Manufacturing	21	3.8%	130	6.9%	281	6.9%	1,489	6.9%
Construction	36	6.6%	341	18.2%	712	19.3%	3,599	16.8%
Transportation	40	7.3%	437	23.4%	1,387	37.6%	6,827	32%
Information	15	2.7%	389	20.8%	194	5.3%	3,980	18.6%
Retail Trade	59	10.8%	1,042	55.9%	1,627	44.1%	51,140	23%
Food Service	55	10%	482	25.8%	729	19.8%	3,491	16%
Healthcare	80	14.6%	1,119	59.9%	1,119	30.3%	45,824	21%
Accommodation	70	12.8%	407	21.8%	650	17.5%	3,544	16%
Arts, Entertainment & Recreation	79	14.4%	349	18.7%	519	14.1%	2,899	13.5%
Education	81	14.8%	389	20.8%	519	14.1%	2,899	13.5%
Unemployed	15	2.7%	389	20.8%	194	5.3%	3,980	18.6%
Unemployed	15	2.7%	389	20.8%	194	5.3%	3,980	18.6%

Selected Code Summary	90	16.5%	430	23.0%	595	16.1%	4,982	23.3%	14,234	66.5%	41,301	19.3%	1,440,071	6.7%
Healthcare	80	14.6%	1,119	59.9%	1,119	30.3%	45,824	21%	15,819	73.6%	45,824	21%	1,440,071	6.7%
General Merchandise Stores	54	10%	341	18.2%	712	19.3%	3,599	16.8%	1,387	6.4%	3,599	16.8%	1,440,071	6.7%
Food Stores	54	10%	341	18.2%	712	19.3%	3,599	16.8%	1,387	6.4%	3,599	16.8%	1,440,071	6.7%
Auto Dealers & Gas Stations	55	10%	482	25.8%	729	19.8%	3,491	16.3%	1,387	6.4%	3,491	16.3%	1,440,071	6.7%
Apparel & Accessory Stores	56	10.3%	1,042	55.9%	1,627	44.1%	51,140	23.9%	1,387	6.4%	51,140	23.9%	1,440,071	6.7%
Furniture & Home Furnishings	57	10.4%	1,042	55.9%	1,627	44.1%	51,140	23.9%	1,387	6.4%	51,140	23.9%	1,440,071	6.7%
Eating & Drinking Places	58	10.6%	1,042	55.9%	1,627	44.1%	51,140	23.9%	1,387	6.4%	51,140	23.9%	1,440,071	6.7%
Miscellaneous Retail	59	10.8%	1,042	55.9%	1,627	44.1%	51,140	23.9%	1,387	6.4%	51,140	23.9%	1,440,071	6.7%

Financial Services Retail Store Summary	40	7.3%	130	6.9%	281	7.5%	2,089	9.7%	1,387	6.4%	2,089	9.7%	1,440,071	6.7%
Services Summary	240	43.7%	179	9.6%	1,640	44.5%	15,949	74.6%	10,840	50.6%	15,949	74.6%	1,440,071	6.7%
Government	16	2.9%	389	20.8%	194	5.3%	3,980	18.6%	1,387	6.4%	3,980	18.6%	1,440,071	6.7%
Unemployed	15	2.7%	389	20.8%	194	5.3%	3,980	18.6%	1,387	6.4%	3,980	18.6%	1,440,071	6.7%

Latent Force by SIC Code	1 Mile	3 Mile	5 Mile	Jackson County	Kansas City MSA	Missouri	United States	
Employment Count by SIC Code	Number	%	Number	%	Number	%	Number	%
Total	1,372	100%	21,017	100%	44,078	100%	1,137,018	100%
Agriculture, Forestry, Fishing & Hunting	7	0.5%	32	0.1%	81	0.2%	384	0.0%
Manufacturing	21	1.5%	130	0.6%	281	0.6%	1,489	0.1%
Construction	36	2.6%	341	1.6%	712	1.6%	3,599	0.3%
Transportation	40	2.9%	437	2.1%	1,387	3.1%	6,827	0.6%
Information	15	1.1%	389	1.8%	194	0.4%	3,980	0.3%
Retail Trade	59	4.3%	1,042	4.9%	1,627	3.7%	51,140	4.5%
Food Service	55	4.0%	482	2.3%	729	1.6%	3,491	0.3%
Healthcare	80	5.9%	1,119	5.3%	1,119	2.5%	45,824	4.0%
Accommodation	70	5.1%	407	1.9%	650	1.5%	3,544	0.3%
Arts, Entertainment & Recreation	79	5.8%	349	1.6%	519	1.2%	2,899	0.3%
Education	81	5.9%	389	1.8%	519	1.2%	2,899	0.3%
Unemployed	15	1.1%	389	1.8%	194	0.4%	3,980	0.3%

Selected Code Summary	90	6.6%	1,340	6.4%	1,627	3.7%	45,824	4.0%	15,819	73.6%	45,824	4.0%	1,440,071	6.7%
Healthcare	80	5.9%	1,119	5.3%	1,119	2.5%	45,824	4.0%	15,819	73.6%	45,824	4.0%	1,440,071	6.7%
General Merchandise Stores	54	3.6%	341	1.6%	712	1.6%	3,599	0.3%	1,387	6.4%	3,599	0.3%	1,440,071	6.7%
Food Stores	54	3.6%	341	1.6%	712	1.6%	3,599	0.3%	1,387	6.4%	3,599	0.3%	1,440,071	6.7%
Auto Dealers & Gas Stations	55	3.6%	482	2.3%	729	1.6%	3,491	0.3%	1,387	6.4%	3,491	0.3%	1,440,071	6.7%
Apparel & Accessory Stores	56	2.8%	1,042	4.9%	1,627	3.7%	51,140	4.5%	1,387	6.4%	51,140	4.5%	1,440,071	6.7%
Furniture & Home Furnishings	57	2.8%	1,042	4.9%	1,627	3.7%	51,140	4.5%	1,387	6.4%	51,140	4.5%	1,440,071	6.7%
Eating & Drinking Places	58	2.8%	1,042	4.9%	1,627	3.7%	51,140	4.5%	1,387	6.4%	51,140	4.5%	1,440,071	6.7%
Miscellaneous Retail	59	2.8%	1,042	4.9%	1,627	3.7%	51,140	4.5%	1,387	6.4%	51,140	4.5%	1,440,071	6.7%

Financial Services Retail Store Summary	40	2.9%	130	0.6%	281	0.6%	2,089	0.2%	1,387	6.4%	2,089	0.2%	1,440,071	6.7%
Services Summary	240	17.5%	1,790	8.5%	1,640	3.7%	15,949	1.4%	10,840	49.6%	15,949	1.4%	1,440,071	6.7%
Government	16	1.2%	389	1.8%	194	0.4%	3,980	0.3%	1,387	6.4%	3,980	0.3%	1,440,071	6.7%
Unemployed	15	1.1%	389	1.8%	194	0.4%	3,980	0.3%	1,387	6.4%	3,980	0.3%	1,440,071	6.7%

Employees by NAICS Industry Code	1 Mile		3 Mile		Jackson County		Kansas City MSA		Missouri		United States	
Employee Counting Data Code	Number	%	Number	%	Number	%	Number	%	Number	%	Number	%
Total	1,372	100%	21,017	100%	52,405	100%	446,115	100%	1,091,818	100%	13,722,000	100%
Agriculture, Forestry, Fishing & Hunting	7	0.5%	32	0.1%	81	0.1%	81	0.0%	2,018	0.2%	78,419	0.5%
Manufacturing	21	1.5%	130	0.6%	324	0.6%	281	0.1%	1,218	0.1%	10,473	0.1%
Construction	36	2.6%	341	1.6%	1,085	2.1%	569	0.1%	3,549	0.3%	13,710	0.1%
Transportation	40	2.9%	437	2.1%	1,387	2.7%	1,387	0.3%	5,617	0.5%	24,500	0.2%
Information	15	1.1%	389	1.8%	266	0.5%	266	0.0%	1,089	0.1%	58,701	0.4%
Retail Trade	59	4.3%	1,042	4.9%	2,464	4.7%	2,464	0.5%	10,489	0.9%	54,781	0.4%
Food Service	55	4.0%	482	2.3%	1,085	2.1%	1,085	0.2%	5,617	0.5%	13,710	0.1%
Healthcare	80	5.9%	1,119	5.3%	1,980	3.8%	1,980	0.4%	12,144	1.1%	61,424	0.4%
Accommodation	70	5.1%	407	1.9%	580	1.1%	580	0.1%	3,549	0.3%	13,710	0.1%
Arts, Entertainment & Recreation	79	5.8%	349	1.6%	519	1.0%	519	0.1%	2,018	0.2%	7,842	0.1%
Education	81	5.9%	389	1.8%	519	1.0%	519	0.1%	2,018	0.2%	7,842	0.1%
Unemployed	15	1.1%	389	1.8%	1,980	3.8%	1,980	0.4%	12,144	1.1%	61,424	0.4%
Unemployed	15	1.1%	389	1.8%	1,980	3.8%	1,980	0.4%	12,144	1.1%	61,424	0.4%
Unemployed	15	1.1%	389	1.8%	1,980	3.8%	1,980	0.4%	12,144	1.1%	61,424	0.4%
Unemployed	15	1.1%	389	1.8%	1,980	3.8%	1,980	0.4%	12,144	1.1%	61,424	0.4%
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Unemployed	15	1.1%	389	1.8%	1,980	3.8%	1,980	0.4%	12,144	1.1%	61,424	0.4%
Unemployed	15	1.1%	389	1.8%	1,980	3.8%	1,980	0.4%	12,144	1.1%	61,424	0.4%
Unemployed	15	1.1%	389	1.8%	1,980	3.8%	1,980	0.4%	12,144	1.1%	61,424	0.4%
Unemployed	15	1.1%	389	1.8%	1,980	3.8%	1,980	0.4%	12,144	1.1%	61,424	0.4%
Unemployed	15	1.1%	389	1.8%	1,980	3.8%	1,980	0.4%	12,144	1.1%	61,424	0.4%
Unemployed	15	1.1%	389	1.8%	1,980	3.8%	1,980	0.4%	12,144	1.1%	61,424	0.4%
Unemployed	15	1.1%	389	1.8%	1,980	3.8%	1,980	0.4%	12,144	1.1%	61,424	0.4%
Unemployed	15	1.1%	389	1.8%	1,980	3.8%	1,980	0.4%	12,144	1.1%	61,424	0.4%
Unemployed	15	1.1%	389	1.8%	1,980	3.8%	1,980	0.4%	12,144	1.1%	61,424	0.4%
Unemployed	15	1.1%	389	1.8%	1,980	3.8%	1,980	0.4%	12,144	1.1%	61,424	0.4%
Unemployed	15	1.1%	389	1.8%	1,980	3.8%	1,980	0.4%	12,144	1.1%	61,424	0.4%
Unemployed	15	1.1%	389	1.8%	1,980	3.8%	1,980	0.4%	12,144	1.1%	61,424	0.4%
Unemployed	15	1.1%	389	1.8%	1,980	3.8%	1,980	0.4%	12,144	1.1%	61,424	0.4%
Unemployed	15	1.1%	389	1.8%	1,980	3.8%	1,980	0.4%	12,144	1.1%	61,424	0.4%
Unemployed	15	1.1%	389	1.8%	1,980	3.8%	1,980	0.4%	12,144	1.1%	61,424	0.4%
Unemployed	15	1.1%	389	1.8%	1,980	3.8%	1,980	0.4%	12,144	1.1%	61,424	0.4%
Unemployed	15	1.1%	389	1.8%	1,980	3.8%	1,980	0.4%	12,144	1.1%	61,424	0.4%
Unemployed	15	1.1%	389	1.8%	1,980	3.8%	1,980	0.4%	12,144	1.1%	61,424	0.4%
Unemployed	15	1.1%	389	1.8%	1,980	3.8%	1,980	0.4%	12,144	1.1%	61,424	0.4%
Unemployed	15	1.1%	389	1.8%	1,980	3.8%	1,980	0.4%	12,144	1.1%	61,424	0.4%
Unemployed	15	1.1%	389	1.8%	1,980	3.8%	1,980	0.4%	12,144	1.1%	61,424	0.4%
Unemployed	15	1.1%	389	1.8%	1,980	3.8%	1,980	0.4%	12,144	1.1%	61,424	0.4%
Unemployed	15	1.1%	389	1.8%	1,980	3.8%	1,980	0.4%	12,144	1.1%	61,424	0.4%
Unemployed	15	1.1%	389	1.8%	1,980	3.8%	1,980	0.4%	12,144	1.1%	61,424	0.4%
Unemployed	15	1.1%	389	1.8%	1,980	3.8%	1,980	0.4%	12,144	1.1%	61,424	0.4%
Unemployed	15	1.1%	389	1.8%	1,980	3.8%	1,980	0.4%	12,144	1.1%	61,424	0.4%
Unemployed	15	1.1%	389	1.8%	1,980	3.8%	1,980	0.4%	12,144	1.1%	61,424	0.4%
Unemployed	15	1.1%	389	1.8%	1,980	3.8%	1,980	0.4%	12,144	1.1%	61,424	0.4%
Unemployed	15	1.1%	389	1.8%	1,980	3.8%	1,980	0.4%	12,144	1.1%	61,424	0.4%
Unemployed	15	1.1%	389	1.8%	1,980	3.8%	1,980	0.4%	12,144	1.1%	61,424	0.4%
Unemployed	15	1.1%	389	1.8%	1,980	3.8%	1,980	0.4%	12,144	1.1%	61,424	0.4%
Unemployed	15	1.1%	389	1.8%	1,980	3.8%	1,980	0.4%	12,144	1.1%	61,424	0.4%
Unemployed	15	1.1%	389	1.8%	1,980	3.8%	1,980	0.4%	12,144	1.1%	61,424	0.4%
Unemployed	15	1.1%	389	1.8%	1,980	3.8%	1,980	0.4%	12,144	1.1%	61,424	0.4%
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Unemployed	15	1.1%	389	1.8%	1,980	3.8%	1,9					

Employment by Population	1 Mile	3 Mile	5 Mile	Jackson County	Kansas City MSA	Missouri	United States
Employees	547	1,869	3,688	24,787	76,824	213,371	1,217,209
Total Employees	547	1,869	3,688	24,787	76,824	213,371	1,217,209
Total Residential Population	11,372	71,004	141,264	704,255	2,234,618	6,268,319	337,470,185
Employees/Residential Population Ratio (per 100 Residents)	4.7%	2.6%	2.6%	3.5%	3.4%	3.4%	3.6%

2021 Labor Force Summary	1 Mile	3 Mile	5 Mile	Jackson County	Kansas City MSA	Missouri	United States
2021 Labor Force Age 16+							
Total Population Age 16+	7,037	38,074	71,073	582,405	1,775,629	5,027,503	272,547,590
Population Age 16+ in Labor Force	4,888	34,886	71,030	582,782	1,763,118	5,027,503	272,547,590
Employed	4,714	33,882	68,389	574,862	1,763,118	5,027,503	272,547,590
Unemployed	184	1,405	2,641	11,920	39,257	94,999	7,305,464
Unemployment Rate	3.8%	4.0%	3.7%	2.1%	2.2%	1.9%	2.7%
Labor Force Participation Rate	69.1%	90.5%	81.7%	64.4%	67.8%	61.8%	62.5%
Employment/Population Ratio	6.7%	8.9%	9.6%	6.4%	6.5%	5.8%	5.8%

2021 Economic Dependency Ratio	1 Mile	3 Mile	5 Mile	Jackson County	Kansas City MSA	Missouri	United States
Total	141.2	118.7	108.4	92.9	91	104	105
Child (1-15)	47.4	43.3	41	38.3	39.8	39.2	39.8
Working-Age (16-64)	52.4	39	33.8	28.5	28.4	33.8	35.7
Senior (65+)	41.5	36.4	34.5	26.1	24.8	31.2	29.5

2021 Population 16+ by Educational Attainment	1 Mile	3 Mile	5 Mile	Jackson County	Kansas City MSA	Missouri	United States
Total	7,037	38,074	71,073	582,405	1,775,629	5,027,503	272,547,590
Less than 9th Grade	3.1%	2.3%	2.3%	2.8%	2.1%	2.1%	4.1%
9th - 12th Grade, No Diploma	4.8%	7.1%	7.9%	5.3%	4.2%	5.3%	5.1%
High School Graduate	36.9%	33.1%	33.4%	25.4%	22.4%	23.1%	22.8%
GED/Alternative Credential	3.7%	4.3%	3.8%	3.3%	3.5%	4.0%	4.1%
Some College, No Degree	28.0%	22.8%	22.1%	20.4%	18.3%	18.1%	17.7%
Associate Degree	10.1%	9.5%	9.5%	8.6%	8.6%	9.1%	9.5%
Bachelor's Degree	8.4%	11.3%	11.4%	22.1%	25.3%	20.4%	22.3%
Graduate/Professional Degree	5.2%	5.6%	6.6%	12.4%	14.8%	12.2%	13.9%

2021 Daytime Population	1 Mile	3 Mile	5 Mile	Jackson County	Kansas City MSA	Missouri	United States
Daytime Population	11,882	68,808	127,283	781,858	2,241,372	6,274,178	337,744,888
Daytime Residents	4,832	28,662	51,858	430,097	1,163,289	3,025,217	161,957,808
Daytime Workers	6,750	40,146	75,425	351,761	1,078,083	3,248,961	175,787,080

Commuter	1 Mile	3 Mile	5 Mile	Jackson County	Kansas City MSA	Missouri	United States
Average Commute	-	-	-	24 minutes	24 minutes	24 minutes	27 minutes

The study area employment to population ratio is superior to the three and five-mile surrounding areas which identifies there to be daytime activities and presumably more total spending per resident than in the surrounding areas. According to the Labor Force by SIC Code, retail employees comprise 17% of all employees in the one-mile trade area. The three and five-mile trade areas are 25% and 30% respectively. Similarly, retail business establishments as a percentage of total establishments is well below the average of the other measured geos. These same metrics by NAICS code suggest the same imbalance.

From the perspective of a potential developer or retailer, offerings within the study area are underrepresented as compared to the other geo codes.



2.1.5 Consumer Spending

Household Sales by NAICS Code 2023	1 Mile	3 Mile	5 Mile	Jackson County	Kansas City MSA	Missouri	United States
Average Sales per Household by NAICS Code							
44-45, 112 Retail Trade, Food Services & Drinking Place	\$11,897	\$16,414	\$19,261	\$13,891	\$27,134	\$24,295	\$27,406
44-45 Retail Trade	\$11,254	\$15,877	\$17,779	\$12,567	\$23,138	\$20,836	\$23,195
722 Food Services & Drinking Places	\$2,748	\$2,539	\$2,382	\$1,323	\$3,997	\$3,459	\$4,210

Aggregate Retail Sales by NAICS Code 2023	1 Mile	3 Mile	5 Mile	Jackson County	Kansas City MSA	Missouri	United States
Aggregate Sales Summary by NAICS Code							
44-45, 112 Retail Trade, Food Services & Drinking Place	\$14,327,752	\$18,139,363	\$21,179,114	\$17,251,421,232	\$142,712,444,110	\$127,152,384,544	\$156,243,187,029
44-45 Retail Trade	\$14,288,666	\$18,113,165	\$21,142,032	\$16,913,811,056	\$142,686,760,590	\$127,141,908,624	\$156,191,432,780
722 Food Services & Drinking Places	\$1,039,089	\$1,026,197	\$1,036,882	\$1,037,610,176	\$1,025,683,520	\$999,475,920	\$1,052,754,249

Index by NAICS Code 2023	1 Mile	3 Mile	5 Mile	Jackson County	Kansas City MSA	Missouri	United States
Index of Sales Summary by NAICS Code							
44-45, 112 Retail Trade, Food Services & Drinking Place	10	97	73	87	99	89	100
44-45 Retail Trade	10	98	73	87	99	89	100
722 Food Services & Drinking Places	10	65	71	68	100	86	100

An indication of demand for retail goods and services is an imbalance of retail sales per household or resident within a certain geo area. The data set above shows that the retail sales of any geo area divided by the number of households in that area is a measure of how the households in any given area contribute to retail sales. In the study area and surrounding one-mile radius, there are retail sales totaling \$15,097 per household. This is a mathematic calculation of the total retail sales, not an tabulation of every retail dollar spent by individual household in each area. The index above suggests that retail sales per household in the Kansas City MSA are 99% of the sales per household throughout the United States with an index of 100. The smaller geo codes decline for Jackson County; the five-mile radius, three-mile radius, finally to 55% within the one-mile radius. The combination of limited retail offerings and the lower household and disposable income drive this disparity. While there is a demonstrable imbalance spending in the study area, the disparity cannot be addressed without recognition much lower disposable incomes and inferior functional utility of the supply in the Independence Square area.

The impact of disposable income is better described within the exhibit below.

Proposed Spending by Household	1 Mile		3 Mile		5 Mile		Jackson County	Kansas City MSA		Missouri	United States	
	2023	2028	2023	2028	2023	2028	2023	2028	2023	2028	2023	2028
Apparel & Services	\$1,127	\$1,441	\$1,419	\$1,717	\$1,144	\$1,449	\$1,192	\$1,246	\$2,294	\$1,400	\$1,895	\$1,744
Entertainment/Recreation/Pets	\$2,025	\$2,380	\$2,351	\$2,949	\$2,713	\$3,180	\$3,089	\$3,750	\$3,774	\$4,280	\$3,398	\$3,882
Food	\$5,760	\$6,767	\$6,937	\$8,141	\$7,111	\$8,121	\$8,245	\$10,616	\$10,454	\$11,826	\$8,274	\$10,532
Food/Away from Home	\$1,987	\$2,344	\$2,417	\$2,943	\$2,850	\$3,395	\$3,295	\$3,781	\$3,735	\$4,217	\$3,202	\$3,684
Alcoholic Beverages	\$113	\$411	\$411	\$198	\$472	\$511	\$540	\$669	\$665	\$751	\$552	\$654
Health Care	\$4,167	\$6,897	\$5,129	\$6,054	\$3,111	\$6,459	\$6,475	\$1,621	\$1,408	\$1,052	\$6,891	\$1,765
Household Furnishings and Equipment	\$172	\$1,141	\$1,136	\$1,410	\$1,111	\$1,111	\$1,102	\$1,610	\$1,327	\$1,365	\$1,418	\$1,849
Household Operations	\$1,362	\$1,811	\$1,848	\$1,984	\$1,445	\$1,154	\$2,219	\$2,549	\$2,542	\$2,975	\$2,284	\$2,459
Health Insurance	\$2,801	\$3,297	\$3,467	\$4,254	\$2,713	\$4,109	\$4,151	\$4,387	\$4,368	\$5,400	\$4,581	\$5,208
Shelter	\$13,130	\$15,427	\$15,600	\$18,190	\$17,114	\$20,146	\$21,146	\$24,769	\$24,467	\$27,617	\$20,989	\$23,987
Transportation	\$5,121	\$6,721	\$6,911	\$8,198	\$7,141	\$8,629	\$8,105	\$10,450	\$10,109	\$11,619	\$8,266	\$10,585

I have identified the average annual expenditure (2023) and projected expenditure (2028) by several spending categories. The disparity is across all spending categories and demonstrate that there is little in the way of additional spending that the residents of the study area can absorb given current and projected income levels. That suggests that that any new retail development or reinvestment in existing retail space within the study area will need to strike the balance of serving visitors and employees comprising the daytime population of the area with that of the existing residents.



3.0 RETAIL TRENDS

In reviewing CoStar which has listing or property information on most properties within the one-mile trade area I observe the following meaningful characteristics. These metrics are limited by participation of property owners and representatives reporting to CoStar.

- The average reported parking ratio is 4.21 per 1,000 SF.
- The average year of construction is 1944.
- Occupancy averages approximately 95%.
- The trade area totals just over 600,000 SF with a large contribution of functionally obsolete buildings.
- The retail supply includes neighborhood shopping centers, street retail properties, and free-standing properties.
- There are several notable restaurants in or near Independence Square including Ophelia's, Café Verona, Hi-Boy, and Three Trails Brewing.
- There are small format grocers in the area but no large modern supermarkets.

3.1 Retail Leakage

Retail leakage to help understand the retail dynamics of a given geography, also identified as a gap analysis. It identifies gaps in the retail market where demand for goods or services by category exceeds the capacity of the existing retail supply. The resulting gap is an opportunity for new or redevelopment and is recognized when a defined trade area does not generate a sales commensurate with the population and income levels of that area. Given the stable population within the trade area and low median household and disposable income I did not identify a significant retail opportunities for specific retail categories within the one-mile trade area.

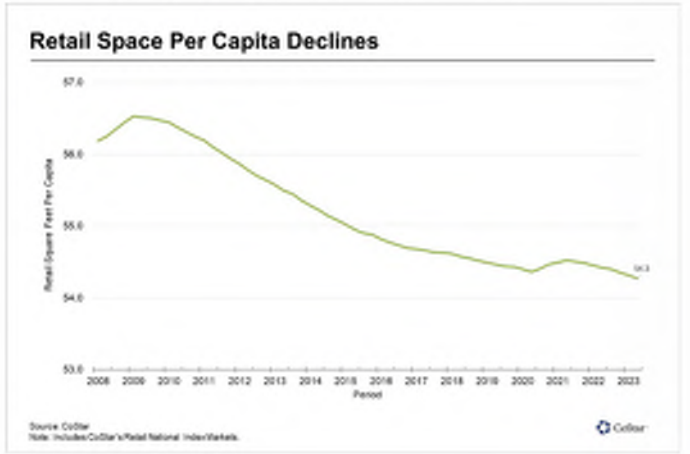
3.2 Retail Health Ratio

The retail health ratio describes a retailers and a specific locations retail health as a measure of total occupancy costs to retail sales. Absent a highly detailed and proprietary data set relative to specific retailers it is difficult to describe. There is a rule of thumb which identifies 10% of retail sales is a typical amount that a retailer can afford to spend on occupancy costs. Occupancy costs include rent, triple net charges, and property taxes. This impacts the study area in that the retail sales per square foot will determine what new tenants in the area can afford to pay in rent. The existing income levels in Independence Square neighborhood residents will limit the rent that can be paid and the cost of construction will make rent even more prohibitive for new development. Without quantifying, I recognize the retail health ratio will keep rents low and below a level of cost feasibility.

3.3 Retail Potential Analysis

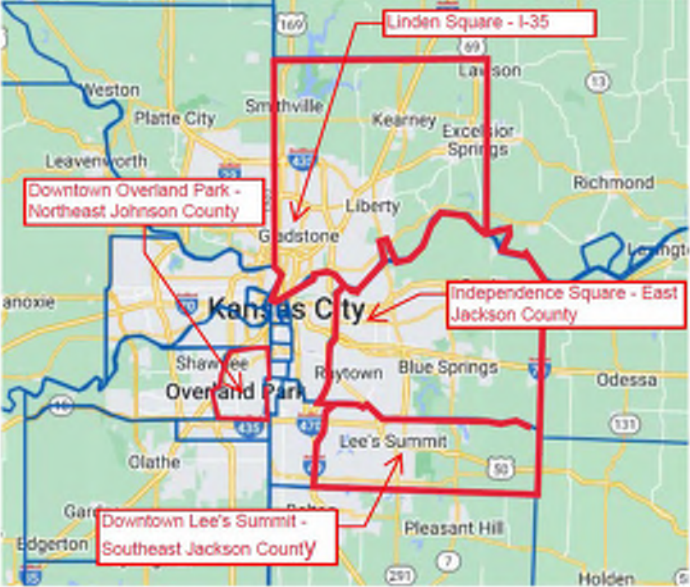
One key metric in determining the absence or presence of demand for retail space is an analysis of retail square foot per resident. Not so long ago, but pre COVID, the United States was considered to be significantly over retailled. However, the pandemic and mixed messaging from demographic groups and retailers themselves, and most recently, extensive inflation of construction costs and interest rate uncertainty have led to decline in new construction and the demolition or repurposing of obsolete retail centers.

Consequently, CoStar reports that retail space per capita has hit a multi-decade low of 54.3 SF per capita which is 4% less than in 2009. Many larger markets have declined by over 7%. The following exhibit shows the trend in retail building square footage per capita nationally.

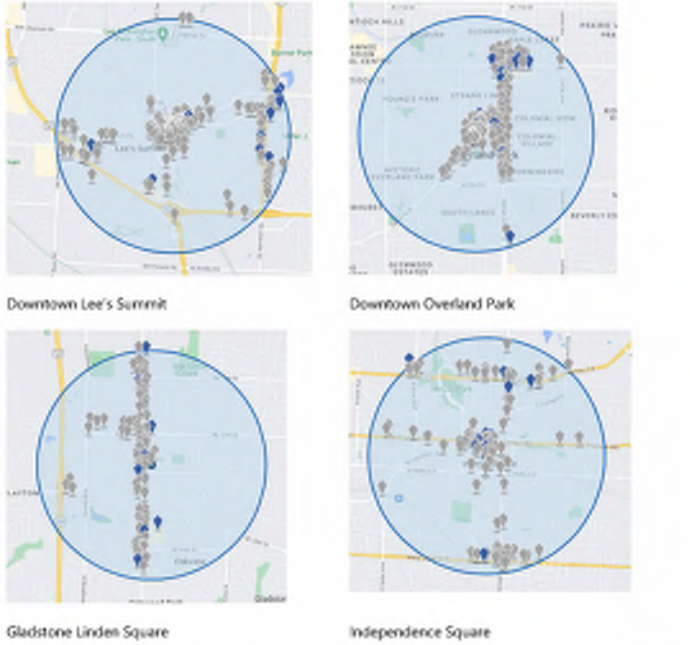


According to CoStar "E-commerce has certainly shifted spending, especially for apparel, footwear, and electric goods, retail sales have never been higher. There has also been a pronounced shift in users of retail space diversifying to more service-based tenants such as food and beverage, healthcare, fitness, and beauty. Overall, the retail sector has benefitted from a growing population pushing consumption higher while operating from an existing footprint that has not increased in proportional size."

To determine if by the retail square feet per resident metric, there is an imbalance of supply to the study area, I have compared Independence Square and its immediate neighborhood to some secondary downtown trade areas in the Kansas City market. These are identified in the following exhibits along with a one-mile radius and map pins for retail properties and with the exception of Independence Square each as seen healthy redevelopment or new development.



A one-mile ring around these four areas along with map tags identifying retail properties in each are shown on the following page.



Each of the areas is identified as a one-mile radius surrounding the center of the district. Using CoStar I have determined the retail square footage in each area and allocated that over the resident population for the last three census dates, not a detailed survey of individual properties.

Retail SF Per Capita and Trade Area Ratings						
	SF/Capita 2000	SF/Capita 2010	SF/Capita 2021	Median HH Income	Employment	Access
Downtown Lee's Summit	112	117	122	\$54,476	Superior	Superior
Downtown Overland Park	73	89	96	\$67,640	Superior	Superior
Gladstone/Linden St	78	91	83	\$54,476	Similar	Superior
Independence Square	49	51	53	\$45,117		

In spite of these measures, supply, retail sales, and thus retail demand, have been negatively impacted over the last three years by increasing inflation/CPI among consumer goods, housing and transportation which has led to declining consumer sentiment. Another component impacting favorably the demand for retail space is the effect of Gen Z consumers. While this consumer group is adept at e-commerce, it is also more demanding of in person/brick and mortar retail experiences. This has led to a proliferation of food and beverage, experiential, and service-oriented retailers to accommodate a generation that spent its most formative years under the cloud of a pandemic and is evident in the described trade areas above.

Retail offerings are not the only critical element of the strength of a trade area. Referring to the surrounding area discussion presented earlier, the access and linkages within the study area and immediate surrounding area are not conducive to larger platform retailers which, by virtue of size, must accommodate a larger population. I do not foresee any meaningful demand for traditional junior anchors or anchors and in fact the traditional shopping center design is not suited to the trade area. To improve the retail offerings in the area will most likely come with small scale retail development in the form of mixed use and some free-standing buildings.

Downtown Lee's Summit outperforms the other areas because of its proximity to highly traveled regional commuter routes. If the retail square footage per person for Gladstone/Linden Square and Downtown Overland Park are applied to Independence Square to say 75 square feet per person, a simple calculation suggests a shortage of 310,000 SF rounded. This would be a 50% increase in the total retail supply within a one-mile radius which is certainly not practical or supported given history in the neighborhood. Another metric to consider is that the study area median household income is 40% less than the average of the three competing trade areas and lower than the geos. considered throughout my demographic analysis. I also consider that access to the study area is inferior to each of the competing trade areas and employment opportunities are inferior to each of the competing trade areas.

Given these considerations one can infer demand for an additional 100,000 to 150,000 square feet over the next several years. Presuming recognized demand of 150,000 square feet and an average depth of 70' which is a modern standard for neighborhood center shopping space, I can estimate 2,200 linear feet of street front retail which is approximately six blocks given the length of a typical block in Independence Square. When dispersed across the study area this square footage is readily integrated among functionally obsolete storefronts and surface parking areas.

4.0 CONCLUSION

Independence Square has a lower retail supply per capita than do competing neighborhoods. This suggests demand is presently, however this metric suggests significant increase without consideration of the health ratio of potential retailers and the impact of construction costs and the lower than feasible rents for new construction or renovation. These factors will temper new development. I expect a potential of 100,000 to 150,000 square feet of the next several years. This includes Independence square and its surrounding neighborhood.

APPENDIX C: MULTIFAMILY STUDY

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1.0 EXISTING SUPPLY AND DEMAND ANALYSIS

An understanding of the factors influencing the multifamily market begins with a study of the existing supply, demand, and market conditions. I undertake this in the pages to follow.

1.1 Overview of Kansas City Multifamily Housing Market

As the 25th largest multifamily metropolitan area in the country based on inventory, Kansas City has a strong multifamily market which is analyzed in the following section.

1.2 Kansas City Market Inventory & Occupancy

Kansas City Multifamily Market Analysis

Units	Occupancy	Net Absorption	New Supply
174,283 Units	91.41%	-2,414 Units Last 12 Mo	5,079 Units Last 12 Mo
1st Largest Multi-Family MSA	+118 bps YoY	375.1% Below 5 Yr Average	2.9% of Inventory units

Kansas City Multifamily Market Trends

Year	Buildings	Inventory Units	Occupancy	Net Delivered Units	Absorption Units	Net Absorption Units	Demand Units
2013				0	0	0	
2014	2,044	115,058	92.85%	5,899	1,882	-17	125,134
2015	2,058	118,484	92.11%	4,165	3,536	-989	127,540
2016	2,077	140,084	92.00%	3,640	2,509	-1,132	130,719
2017	2,103	147,027	91.58%	4,537	4,740	203	134,654
2018	2,123	150,191	91.30%	3,794	3,521	-273	138,633
2019	2,141	152,891	92.58%	2,328	2,879	551	141,553
2020	2,168	157,650	91.78%	5,962	3,238	-2,734	144,696
2021	2,192	162,790	92.26%	4,516	3,430	-2,864	150,914
2022	2,217	167,455	98.29%	4,360	3,512	-808	156,322
2023	2,245	172,346	92.06%	5,019	2,615	-2,404	158,569
2023 Q4	2,259	174,283	91.41%	3,253	76	-1,177	155,152
10 Year Averages	2,117	152,128	92.32%	4,528	3,552	-8%	140,885
5 Year Averages	2,193	162,588	92.50%	4,449	3,933	-510	150,031
2024		176,992	91.12%	4,532	3,625	-907	151,289
2025		181,140	91.20%	3,437	3,434	-3	145,275
2026		183,130	91.66%	1,939	2,673	734	148,027
2027		186,047	91.90%	3,047	3,063	16	170,975
2028		189,156	92.00%	3,407	3,292	-115	174,181
Projection Averages		183,127	91.98%	3,212	3,212	-55	163,000

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The Kansas City market is the 25th largest multifamily market in the country. Its occupancy rate of 91.4% compares negatively to the national multifamily average occupancy rate of 92.8%. Net absorption in the market has averaged -476 units (-0.3% of average inventory) and -510 units (-0.3%) over the last 10 and 5 years, respectively. Demand for apartment units has increased by an average of 3,344 annually for the previous ten years and 3,987 units over the preceding five years.

1.3 Kansas City Market Rental Rates & Rent Growth

Kansas City Multifamily Market Rental Rates & Rent Growth

Market Asking Rent/Mo	Market Asking Rent/SF
\$1,245	\$1.34
+2.94% YoY	+2.29% YoY

Kansas City Multifamily Market Rental Trends

Year	Market Asking Rent/Mo	Market Asking Rent/SF	Net Rent/Mo Growth (YoY)	Effective Asking Rent/Mo	Effective Asking Rent/SF	Effective Eff. Rent/Mo Growth (YoY)
2013			-			-
2014	\$915	\$0.99	-	\$905	\$0.98	-
2015	\$946	\$1.02	3.46%	\$929	\$1.00	2.65%
2016	\$976	\$1.05	3.17%	\$960	\$1.03	3.33%
2017	\$1,001	\$1.08	2.48%	\$979	\$1.06	2.01%
2018	\$1,023	\$1.10	2.23%	\$1,001	\$1.08	2.21%
2019	\$1,048	\$1.13	2.50%	\$1,031	\$1.11	3.09%
2020	\$1,068	\$1.15	1.86%	\$1,055	\$1.14	2.26%
2021	\$1,123	\$1.21	5.15%	\$1,112	\$1.20	5.45%
2022	\$1,201	\$1.30	6.99%	\$1,195	\$1.29	7.41%
2023	\$1,247	\$1.34	3.82%	\$1,238	\$1.33	3.64%
2023 Q4	\$1,245	\$1.34	2.94%	\$1,234	\$1.33	2.69%
10 Year Averages	\$1,063	\$1.15	3.51%	\$1,076	\$1.13	3.55%
5 Year Averages	\$1,141	\$1.23	4.06%	\$1,129	\$1.22	4.58%
2024	\$1,272	\$1.38	6.73%	\$1,259	\$1.36	1.68%
2025	\$1,313	\$1.42	3.21%	\$1,299	\$1.41	3.21%
2026	\$1,354	\$1.47	3.10%	\$1,340	\$1.45	3.10%
2027	\$1,389	\$1.50	2.62%	\$1,375	\$1.49	2.63%
2028	\$1,421	\$1.54	2.30%	\$1,406	\$1.52	2.30%
Projection Averages	\$1,351	\$1.46	2.24%	\$1,337	\$1.44	2.24%

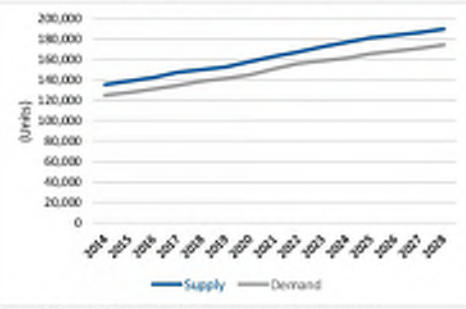
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The average multifamily market rental rate grew 2.94% year over year to \$1,245 per month. Cumulative market rental rate growth over the last 10 years and 5 years has been 3.51% and 4.06% per annum, respectively. Rental rate growth was increasing prior to the pandemic, a trend that has continued since its impact has subsided. Rental rate growth is expected to average 2.2% over the next 5 years.

1.4 Kansas City Market Supply & Demand



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I project supply increases averaging 3,272 units per year to slightly outpace demand. 3,217 units per year over the next five years. Kansas City definitely presents a strong and sustaining market with a healthy availability of and demand for new supply as of 2024 and looking forward to 2028.

1.5 Kansas City Market Sales Volume & Average Price



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Annual multifamily sales volume for the Kansas City area averaged \$799M and \$890M over the last 10 and 5 years, respectively. The average sales price per unit has experienced material growth from \$71,347 to \$139,900 over the last decade, representing annual compound price growth of 7.8%. Prices have accelerated through mid-2022 with the average sales price growing at a higher annual compound price growth rate of 7.9%. Since then, interest rate increases have caused the prices paid and the number of transactions to slow.

1.6 Kansas City Market Cap Rate vs. National Average



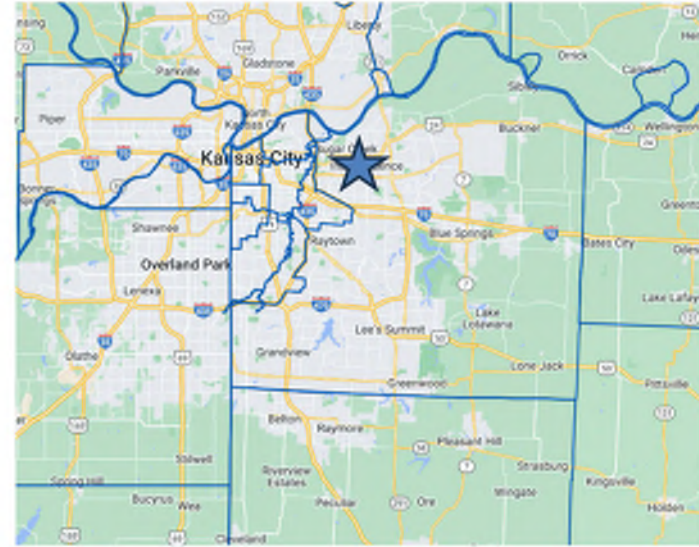
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The Kansas City market experienced capitalization rate contraction while the National multifamily market experienced capitalization rate expansion over the past decade. Multifamily assets in the Kansas City market typically trade at capitalization rates that are higher than the national average within the market, as the average capitalization rate in the Kansas City multi-family was 6.2% in the most prior year versus just shy of 6.0% nationally. These individual and average cap rates included all classes of property. The highest sale price over the past two years was \$390,000 for a high-rise in the Crossroads and \$307,000 in Overland Park, KS. Those were 2022 transactions which would certainly trade at a 10%+ discount in today's interest rate environment. New construction will often trade at cap rates some 200 basis points less than the average of all properties.

While there is presently an anticipation of rate cuts, either three or six, coming in the next 12 months, it is not likely that interest, thus capitalization rates, will meet previously low levels. This is recognized in my feasibility exercise to follow.

1.7 Outlying Jackson County Submarket Review

I am analyzing the potential for multifamily residential development in the Independence Square area. Independence Square is in the Outlying Jackson County submarket which includes all of Independence, Blue Springs, Grandview, and Lee's Summit.



#	SubMarket Name	Inventory Units	% of Market	Rent/Mo	Rent/Mo Rank	Occupancy Rate	Occupancy Rank
1	Johnson County KS	61,325	35.2%	\$1,360	2	93.3%	7
2	Northland	29,329	16.8%	\$1,196	6	90.7%	15
3	Outlying Jackson County MO	26,540	15.2%	\$1,126	7	90.6%	16
4	Downtown Kansas City MO	14,033	8.1%	\$1,528	1	90.8%	14
5	Wyandotte County	9,053	5.2%	\$1,043	10	91.0%	13
6	Midtown Kansas City MO	8,108	4.7%	\$1,075	8	90.5%	17
7	Inner Jackson County MO	7,544	4.3%	\$994	12	86.1%	20
8	Plaza Area	6,021	3.5%	\$1,319	3	92.1%	10
9	Cass County	3,384	1.9%	\$1,256	5	89.7%	19
10	East Side Kansas City MO	2,860	1.6%	\$885	14	89.9%	18
11	Northeast Kansas City MO	2,106	1.2%	\$661	16	91.4%	11
12	Leavenworth County	1,335	0.8%	\$1,059	9	92.3%	9
13	Platte County	945	0.5%	\$1,008	11	91.1%	12
14	Clay County	734	0.4%	\$971	13	98.3%	1
15	Miami County	605	0.3%	\$1,269	4	72.7%	21
16	Lafayette County	145	0.1%	\$575	18	94.1%	3
17	Clinton County	85	0.0%	\$647	17	94.9%	2
18	Ray County	64	0.0%	\$832	15	90.9%	8
19	Bates County	64	0.0%	\$0	19	93.8%	4
20	Linn County	12	0.0%	\$0	19	93.8%	5
21	Caldwell County	11	0.0%	\$0	19	93.8%	6
All Other Submarkets		18,351	10.5%	\$1,097		90.9%	
Totals		174,283	100.0%	\$1,237		91.4%	

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The subject property is located in Kansas City's 3rd largest submarket based on inventory: Outlying Jackson County MO. This submarket commands the 7th highest rental rates in the market. Occupancy for the submarket (90.6%) is lower than the average of the market (91.4%), but not materially.

1.8 Outlying Jackson County MO Submarket Inventory & Occupancy

Outlying Jackson County MO Multifamily Submarket Analysis			
Units	Occupancy	Net Absorption	Net Demand
26,540 Units	90.5%	-615 Units Last 12 Mo	955 Units Last 12 Mo
1st Largest Multi-Family MSA	-229 tps FYF	280.6% Below 5 Yr Average	3.6% of Inventory units

Outlying Jackson County MO Multifamily Submarket Trends

Year	Buildings	Inventory Units	% of Market	Occupancy	Net Delivered Units	Absorption Units	Net Absorption Units	Demand Units
2013					0	0	0	
2014	273	21,699	16.1%	92.89%	0	207	207	20,142
2015	273	21,755	15.7%	91.99%	75	-77	-152	20,012
2016	273	21,734	15.8%	92.74%	0	180	180	20,194
2017	278	22,330	15.2%	92.54%	501	686	-235	20,664
2018	281	22,893	15.2%	92.53%	255	395	140	21,184
2019	283	23,090	15.1%	91.08%	558	245	-113	21,492
2020	286	23,814	15.1%	92.24%	579	745	175	21,905
2021	291	24,812	15.8%	92.64%	1,199	978	-415	22,930
2022	297	25,560	15.3%	92.81%	113	454	341	23,723
2023	302	26,256	15.2%	91.16%	956	280	-676	23,936
2023 Q4	304	26,540	15.2%	90.19%	198	49	-149	24,311
10 Year Averages	264	23,400	15.3%	92.41%	454	409	-15	21,624
10 Year Projections	297	27,902	15.7%	92.31%	107	577	113	23,299
2024		27,057	15.3%	90.16%	719	591	-119	24,954
2025		27,555	15.2%	90.98%	314	448	134	24,963
2026		27,686	15.1%	91.09%	321	293	12	25,279
2027		27,996	15.0%	91.14%	350	325	-15	25,517
2028		28,428	15.0%	91.29%	390	284	-7	25,990
Projections Averages		27,735	15.1%	90.85%	337	336	1	25,399

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Within the Outlying Jackson County Submarket, apartment demand has increased steadily over the past ten years at 379 units annually and 275 units annually over the past five years. The occupancy has trended downward slightly over the past four years due to the delivery of new product totaling 17% of the entire supply. Conversely, the impact of recent interest rate increases has slowed construction which will allow occupancy to recover. Net absorption is projected to be modestly positive over the next five years. I have observed that multifamily development can be difficult to entice in suburban areas of Kansas City. Density can be a concern among suburban communities and as an example the City of Blue Springs recently defeated a proposed 360-unit project north of I-70 at Adams Dairy Parkway and Duncan Rd. This project was originally proposed for 410 units. The project may come back at 330 units however that would likely result in fewer amenities and possibly diminish feasibility.

Lee's Summit has enticed several new projects over the past several years. These include approximately 2,800 units at Discover Park. Discovery Park is expected to add apartment units to this submarket over the next six+ years. There is a 273-unit project under construction near Biss Pro Shops in Independence, the Adirondack. These are scheduled for mid-2024 and the developer is Case & Associates of Tulsa. The Arabella is 176-unit project though construction has not commenced.

According to CoStar there are an additional 600-700 units in various stages of entitlement or construction which is far fewer than CoStar projected additions to the supply averaging 397 net units per year through

2029. Net is new construction less any demolition or conversion. Overall, the CoStar projections provide a reasonable estimate for coming additions to the supply.

1.9 Outlying Jackson County MO Submarket Rental Rates & Rent Growth

Outlying Jackson County MO Multifamily Submarket Rental Rates & Rent Growth

Market Asking Rent/Mo	Market Asking Rent/SF
\$1,126	\$1.23
+3.18% YoY	+3.36% YoY

Outlying Jackson County MO Multifamily Submarket Rental Trends

Year	Market Asking Rent/Mo	Market Asking Rent/SF	Mkt. Rent/Mo Growth (YoY)	Effective Asking Rent/Mo	Effective Asking Rent/SF	Eff. Rent/Mo Growth (YoY)
2013			-			-
2014	\$808	\$0.88	-	\$799	\$0.87	-
2015	\$837	\$0.91	3.57%	\$822	\$0.90	2.90%
2016	\$866	\$0.94	3.47%	\$852	\$0.93	3.60%
2017	\$886	\$0.97	2.35%	\$868	\$0.95	1.95%
2018	\$903	\$0.98	1.91%	\$883	\$0.96	1.75%
2019	\$931	\$1.01	3.06%	\$919	\$1.00	4.07%
2020	\$958	\$1.04	2.97%	\$952	\$1.04	3.54%
2021	\$1,014	\$1.11	5.84%	\$1,008	\$1.10	5.89%
2022	\$1,078	\$1.17	6.32%	\$1,071	\$1.17	6.29%
2023	\$1,121	\$1.22	3.93%	\$1,113	\$1.21	3.85%
2023 Q4	\$1,126	\$1.23	3.18%	\$1,117	\$1.22	2.97%
10 Year Averages	\$947	\$1.03	3.70%	\$956	\$1.02	3.75%
5 Year Averages	\$1,034	\$1.12	4.47%	\$1,016	\$1.11	4.73%
2024	\$1,146	\$1.25	6.88%	\$1,135	\$1.24	2.03%
2025	\$1,182	\$1.29	3.15%	\$1,171	\$1.28	3.15%
2026	\$1,218	\$1.33	3.08%	\$1,207	\$1.32	3.08%
2027	\$1,250	\$1.37	2.59%	\$1,238	\$1.35	2.59%
2028	\$1,278	\$1.40	2.25%	\$1,266	\$1.38	2.25%
Projection Averages	\$1,216	\$1.33	2.21%	\$1,204	\$1.31	2.21%

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The average multifamily market rental rate grew 3.18% year over year to \$1,126 per month. Annual market rental rate growth over the last 10 years and 5 years has been 3.70% and 4.47%, respectively. Rental rate growth was increasing prior to the pandemic, a trend that has continued since its impact has subsided. Rental rate growth is expected to average 2.2% over the next 5 years. Notably, these projections are made based upon existing supply and do not materially account for new product. The existing stock of multifamily in Independence, but for a couple of new projects is largely Class B- and C property for which rent growth is less robust and thus a suppressing factor in overall rent growth.

1.10 New Supply

Market	Inventory Units	# of Construction Buildings	# of Units Under Construction	% of Inventory
Outlying Jackson County MO	28,540	4	1,030	3.9%
Kansas City Market	134,283	38	7,147	4.4%

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There are currently 4 buildings containing 1,030 units under construction in the subject's Outlying Jackson County MO submarket. This represents 3.9% of existing inventory. Overall, the Kansas City Market has 4.4% of existing inventory under construction which similarly does not represent a threat to long-term multifamily operations unless there is an unexpected degradation in renter demand.

1.11 Multifamily Market Summary and Conclusions

From this submarket level analysis, it is apparent that Independence and also neighboring Blue Springs have seen the lion's share of multifamily development (as with office, retail and hospitality) go to Lee's Summit. This gives Lee's Summit higher overall rents and occupancies, higher sales prices and higher rent growth than the rest of the suburban Jackson County area. As will be demonstrated in the sections to follow, multifamily demand can be generated by existing population within an area where new product was previously unavailable. Likewise, modern multifamily development gives potential residents, such as parents looking to age their current community or to be closer to children, young adults to be closer to employment or entertainment, or current residents looking to downsize. New development will afford the opportunity to consider a new neighborhood that heretofore had limited appeal. This has been demonstrated in other neighborhoods in Kansas City such as Downtown Overland Park, Linden Square in Gladstone, Downtown Lee's Summit, Brookside, Waldo, and most notably Kansas City MO CBD. Each of these areas over the past 15+ years has supported new construction, absorption, and rent growth which exceeded that justified solely by household growth and income qualifications.

2.0 TRADE AREA CHARACTERISTICS

In the following pages I provide relevant information relating to the areas suitability to its existing multifamily supply and the prospects for new demand. I have analyzed the same one, three, five-mile rings, county, MSA, state and US areas (geos) throughout this report.

2.1 Demographics

2.1.1 Population and Households

Population Summary	1 Mile	3 Mile	5 Mile	Jackson County	Kansas City MSA	Missouri	United States
Trade Area							
Area (sq. mile)	3	36	79	604	7,256	68,752	3,533,719
Total Population							
2010 Total Population	12,125	11,679	134,602	634,680	1,871,254	5,981,211	291,421,906
2010 Total Population	11,191	70,950	137,908	674,139	2,008,342	5,988,627	308,745,138
2020 Total Population	11,521	71,911	140,388	711,264	2,192,205	6,154,813	317,440,181
2023 Total Population	11,372	71,068	140,264	724,235	2,258,818	6,206,310	317,479,185
2028 Total Population	11,232	71,909	141,655	738,581	2,279,897	6,238,262	340,840,129
Population Growth							
2000 - 2020 Annual Growth	-0.28%	0.04%	0.17%	0.48%	0.96%	0.48%	0.82%
2010 - 2020 Annual Growth	0.29%	0.41%	0.40%	0.62%	0.87%	0.27%	0.77%
2020 - 2023 Annual Growth	-0.40%	-0.31%	-0.01%	0.29%	0.81%	0.27%	0.18%
2023 - 2028 Annual Growth	-0.25%	-0.32%	-0.28%	0.06%	0.31%	0.30%	0.30%
Population Density							
2010 Population Density (per sq. mile)	3,365	2,370	1,732	1,113	277	87	87
2020 Population Density (per sq. mile)	3,679	2,415	1,826	1,187	302	96	94
2023 Population Density (per sq. mile)	3,623	2,583	1,824	1,201	309	96	96
2028 Population Density (per sq. mile)	3,578	2,544	1,801	1,203	313	91	97
Population by Urban/Rural Status							
2020 Urban Population	100.0%	99.7%	99.2%	95.7%	87.2%	68.2%	80.2%
2020 Rural Population	0.0%	0.3%	1.0%	4.3%	12.8%	31.8%	19.8%
Housing Summary	1 Mile	3 Mile	5 Mile	Jackson County	Kansas City MSA	Missouri	United States
Housing Units							
2000 Total Housing Units	5,788	31,472	59,938	288,231	717,344	2,482,017	115,904,647
2010 Total Housing Units	5,613	33,894	63,115	312,096	871,952	2,712,129	121,794,730
2020 Total Housing Units	5,421	34,225	64,363	329,179	918,325	2,786,621	140,498,738
2023 Total Housing Units	5,302	34,056	64,362	336,513	964,810	2,832,246	144,863,309
2028 Total Housing Units	5,421	34,100	64,616	341,453	996,385	2,867,844	147,134,052
Median Home Value							
2023 Median Home Value	\$189,690	\$270,189	\$271,822	\$262,808	\$325,437	\$273,345	\$193,006
2028 Median Home Value	\$192,365	\$340,363	\$373,371	\$299,455	\$348,319	\$278,294	\$196,940
Average Home Value							
2023 Average Home Value	\$287,066	\$294,820	\$281,771	\$295,482	\$339,849	\$297,849	\$448,624
2028 Average Home Value	\$305,140	\$394,497	\$294,317	\$255,014	\$309,420	\$283,828	\$405,750
2023 Housing Affordability							
Percent of Income for Mortgage	21.3%	17.2%	18.6%	20.4%	21.0%	20.7%	25.6%
2020 Owner Occupied by Mortgage Status							
With Mortgage/Loan	63.8%	63.2%	63.8%	65.8%	73.8%	61.2%	66.7%
Owned Free & Clear	36.2%	37.0%	36.1%	34.8%	29.8%	34.7%	33.3%
2020 Housing Units by Urban/Rural Status							
Urban	100.0%	99.7%	99.2%	96.3%	88.1%	69.4%	78.8%
Rural	0.0%	0.3%	0.8%	3.3%	11.9%	30.6%	21.2%

The study area shows only a modest increase in housing units (751) between 2000 and 2020. Projections are for a modest decline to 2023 then more modest increase to 2028. From this I can interpret that ESRI does not recognize or consider new construction and likewise does not consider residences falling out of the total due to demolition or redevelopment to other uses. In any case, the reality of the study area and the aforementioned neighborhoods suggests that there are additional considerations when studying the demand for multifamily housing. The average home value in the three-mile radius is less than the one-mile radius and Jackson County and Kansas City MSA.

Household Occupancy		1 Mile		3 Mile		5 Mile		Jackson County		Kansas City MSA		Missouri		United States	
Household Occupancy by Tenure		Number	%	Number	%	Number	%	Number	%	Number	%	Number	%	Number	%
Total		1,136	100%	2,416	100%	1,136	100%	1,136	100%	1,136	100%	1,136	100%	1,136	100%
Owner-Occupied		2,333	81%	16,436	68%	1,136	100%	1,136	100%	1,136	100%	1,136	100%	1,136	100%
Renter-Occupied		2,042	41%	7,787	32%	1,136	100%	1,136	100%	1,136	100%	1,136	100%	1,136	100%
Vacant		121	3%	2,140	8%	1,136	100%	1,136	100%	1,136	100%	1,136	100%	1,136	100%
2018 Households by Tenure		Number	%	Number	%	Number	%	Number	%	Number	%	Number	%	Number	%
Total		1,136	100%	2,416	100%	1,136	100%	1,136	100%	1,136	100%	1,136	100%	1,136	100%
Owner-Occupied		2,333	81%	16,436	68%	1,136	100%	1,136	100%	1,136	100%	1,136	100%	1,136	100%
Renter-Occupied		2,042	41%	7,787	32%	1,136	100%	1,136	100%	1,136	100%	1,136	100%	1,136	100%
Vacant		121	3%	2,140	8%	1,136	100%	1,136	100%	1,136	100%	1,136	100%	1,136	100%
2021 Households by Tenure		Number	%	Number	%	Number	%	Number	%	Number	%	Number	%	Number	%
Total		1,136	100%	2,416	100%	1,136	100%	1,136	100%	1,136	100%	1,136	100%	1,136	100%
Owner-Occupied		2,333	81%	16,436	68%	1,136	100%	1,136	100%	1,136	100%	1,136	100%	1,136	100%
Renter-Occupied		2,042	41%	7,787	32%	1,136	100%	1,136	100%	1,136	100%	1,136	100%	1,136	100%
Vacant		121	3%	2,140	8%	1,136	100%	1,136	100%	1,136	100%	1,136	100%	1,136	100%
2028 Households by Tenure		Number	%	Number	%	Number	%	Number	%	Number	%	Number	%	Number	%
Total		1,136	100%	2,416	100%	1,136	100%	1,136	100%	1,136	100%	1,136	100%	1,136	100%
Owner-Occupied		2,333	81%	16,436	68%	1,136	100%	1,136	100%	1,136	100%	1,136	100%	1,136	100%
Renter-Occupied		2,042	41%	7,787	32%	1,136	100%	1,136	100%	1,136	100%	1,136	100%	1,136	100%
Vacant		121	3%	2,140	8%	1,136	100%	1,136	100%	1,136	100%	1,136	100%	1,136	100%

Absent any new product within the three-mile trade area there has been no new multifamily development over the periods studied. A complete analysis must consider what may have occurred or will occur in a trade area with new product where none has been available before. The household exhibit shown above supports that there is no straight line between household growth and multifamily demand.

2.1.3 Income

Household Income by Income and Age									
Household Income by Income		Number	%	1 Mile	%	3 Mile	%	5 Mile	%
Total		4,831	100%	16,588	100%	16,588	100%	16,588	100%
Less than \$15,000		1,347	27%	3,743	22%	3,743	22%	3,743	22%
\$15,000-\$24,999		1,347	27%	3,743	22%	3,743	22%	3,743	22%
\$25,000-\$34,999		1,347	27%	3,743	22%	3,743	22%	3,743	22%
\$35,000-\$44,999		1,347	27%	3,743	22%	3,743	22%	3,743	22%
\$45,000-\$54,999		1,347	27%	3,743	22%	3,743	22%	3,743	22%
\$55,000-\$64,999		1,347	27%	3,743	22%	3,743	22%	3,743	22%
\$65,000-\$74,999		1,347	27%	3,743	22%	3,743	22%	3,743	22%
\$75,000-\$84,999		1,347	27%	3,743	22%	3,743	22%	3,743	22%
\$85,000-\$94,999		1,347	27%	3,743	22%	3,743	22%	3,743	22%
\$95,000-\$104,999		1,347	27%	3,743	22%	3,743	22%	3,743	22%
\$105,000 or greater		1,347	27%	3,743	22%	3,743	22%	3,743	22%
2018 Household Income by Income									
Household Income by Income		Number	%	1 Mile	%	3 Mile	%	5 Mile	%
Total		4,831	100%	16,588	100%	16,588	100%	16,588	100%
Less than \$15,000		1,347	27%	3,743	22%	3,743	22%	3,743	22%
\$15,000-\$24,999		1,347	27%	3,743	22%	3,743	22%	3,743	22%
\$25,000-\$34,999		1,347	27%	3,743	22%	3,743	22%	3,743	22%
\$35,000-\$44,999		1,347	27%	3,743	22%	3,743	22%	3,743	22%
\$45,000-\$54,999		1,347	27%	3,743	22%	3,743	22%	3,743	22%
\$55,000-\$64,999		1,347	27%	3,743	22%	3,743	22%	3,743	22%
\$65,000-\$74,999		1,347	27%	3,743	22%	3,743	22%	3,743	22%
\$75,000-\$84,999		1,347	27%	3,743	22%	3,743	22%	3,743	22%
\$85,000-\$94,999		1,347	27%	3,743	22%	3,743	22%	3,743	22%
\$95,000-\$104,999		1,347	27%	3,743	22%	3,743	22%	3,743	22%
\$105,000 or greater		1,347	27%	3,743	22%	3,743	22%	3,743	22%
2021 Household Income by Income									
Household Income by Income		Number	%	1 Mile	%	3 Mile	%	5 Mile	%
Total		4,831	100%	16,588	100%	16,588	100%	16,588	100%
Less than \$15,000		1,347	27%	3,743	22%	3,743	22%	3,743	22%
\$15,000-\$24,999		1,347	27%	3,743	22%	3,743	22%	3,743	22%
\$25,000-\$34,999		1,347	27%	3,743	22%	3,743	22%	3,743	22%
\$35,000-\$44,999		1,347	27%	3,743	22%	3,743	22%	3,743	22%
\$45,000-\$54,999		1,347	27%	3,743	22%	3,743	22%	3,743	22%
\$55,000-\$64,999		1,347	27%	3,743	22%	3,743	22%	3,743	22%
\$65,000-\$74,999		1,347	27%	3,743	22%	3,743	22%	3,743	22%
\$75,000-\$84,999		1,347	27%	3,743	22%	3,743	22%	3,743	22%
\$85,000-\$94,999		1,347	27%	3,743	22%	3,743	22%	3,743	22%
\$95,000-\$104,999		1,347	27%	3,743	22%	3,743	22%	3,743	22%
\$105,000 or greater		1,347	27%	3,743	22%	3,743	22%	3,743	22%
2028 Household Income by Income									
Household Income by Income		Number	%	1 Mile	%	3 Mile	%	5 Mile	%
Total		4,831	100%	16,588	100%	16,588	100%	16,588	100%
Less than \$15,000		1,347	27%	3,743	22%	3,743	22%	3,743	22%
\$15,000-\$24,999		1,347	27%	3,743	22%	3,743	22%	3,743	22%
\$25,000-\$34,999		1,347	27%	3,743	22%	3,743	22%	3,743	22%
\$35,000-\$44,999		1,347	27%	3,743	22%	3,743	22%	3,743	22%
\$45,000-\$54,999		1,347	27%	3,743	22%	3,743	22%	3,743	22%
\$55,000-\$64,999		1,347	27%	3,743	22%	3,743	22%	3,743	22%
\$65,000-\$74,999		1,347	27%	3,743	22%	3,743	22%	3,743	22%
\$75,000-\$84,999		1,347	27%	3,743	22%	3,743	22%	3,743	22%
\$85,000-\$94,999		1,347	27%	3,743	22%	3,743	22%	3,743	22%
\$95,000-\$104,999		1,347	27%	3,743	22%	3,743	22%	3,743	22%
\$105,000 or greater		1,347	27%	3,743	22%	3,743	22%	3,743	22%

The exhibit above demonstrates that for 2023, 52% of the households have income that under basic income qualification assumptions (30% of gross income for rent) would qualify for the lowest rents demonstrated by new construction. I consider the minimum household income to be \$40,000. That increases to 58% by 2028. This recognizes that some potential new residents will require a co-signer which has become commonplace given increasing housing values and rents.

Age Group	1 Mile		3 Mile		5 Mile		Jackson County		Kansas City MSA		Missouri		United States	
	Number	%	Number	%	Number	%	Number	%	Number	%	Number	%	Number	%
Employment by Age 2018														
Total	1,136	100%	2,416	100%	3,800	100%	1,136	100%	1,136	100%	1,136	100%	1,136	100%
Age 18-24	1,136	100%	2,416	100%	3,800	100%	1,136	100%	1,136	100%	1,136	100%	1,136	100%
Age 25-34	1,136	100%	2,416	100%	3,800	100%	1,136	100%	1,136	100%	1,136	100%	1,136	100%
Age 35-44	1,136	100%	2,416	100%	3,800	100%	1,136	100%	1,136	100%	1,136	100%	1,136	100%
Age 45-54	1,136	100%	2,416	100%	3,800	100%	1,136	100%	1,136	100%	1,136	100%	1,136	100%
Age 55-64	1,136	100%	2,416	100%	3,800	100%	1,136	100%	1,136	100%	1,136	100%	1,136	100%
Age 65+	1,136	100%	2,416	100%	3,800	100%	1,136	100%	1,136	100%	1,136	100%	1,136	100%
Employment by Age 2028														
Total	1,136	100%	2,416	100%	3,800	100%	1,136	100%	1,136	100%	1,136	100%	1,136	100%
Age 18-24	1,136	100%	2,416	100%	3,800	100%	1,136	100%	1,136	100%	1,136	100%	1,136	100%
Age 25-34	1,136	100%	2,416	100%	3,800	100%	1,136	100%	1,136	100%	1,136	100%	1,136	100%
Age 35-44	1,136	100%	2,416	100%	3,800	100%	1,136	100%	1,136	100%	1,136	100%	1,136	100%
Age 45-54	1,136	100%	2,416	100%	3,800	100%	1,136	100%	1,136	100%	1,136	100%	1,136	100%
Age 55-64	1,136	100%	2,416	100%	3,800	100%	1,136	100%	1,136	100%	1,136	100%	1,136	100%
Age 65+	1,136	100%	2,416	100%	3,800	100%	1,136	100%	1,136	100%	1,136	100%	1,136	100%
Employment by Age 2038														
Total	1,136	100%	2,416	100%	3,800	100%	1,136	100%	1,136	100%	1,136	100%	1,136	100%
Age 18-24	1,136	100%	2,416	100%	3,800	100%	1,136	100%	1,136	100%	1,136	100%	1,136	100%
Age 25-34	1,136	100%	2,416	100%	3,800	100%	1,136	100%	1,136	100%	1,136	100%	1,136	100%
Age 35-44	1,136	100%	2,416	100%	3,800	100%	1,136	100%	1,136	100%	1,136	100%	1,136	100%
Age 45-54	1,136	100%	2,416	100%	3,800	100%	1,136	100%	1,136	100%	1,136	100%	1,136	100%
Age 55-64	1,136	100%	2,416	100%	3,800	100%	1,136	100%	1,136	100%	1,136	100%	1,136	100%
Age 65+	1,136	100%	2,416	100%	3,800	100%	1,136	100%	1,136	100%	1,136	100%	1,136	100%

Employment is stable within the three-mile trade area as it is for each of the geos considered here. The area is identified by manufacturing, health care, and service-oriented occupations.

2023 Labor Force Summary		1 Mile	3 Mile	5 Mile	Jackson County	Kansas City MSA	Missouri	United States
2023 Labor Force Age 18+								
Total Population Age 18+		8,137	18,614	118,210	182,470	1,775,629	1,227,681	272,807,096
Population Age 18+ in Labor Force		4,898	14,886	70,000	106,762	1,227,681	1,227,681	179,140,137
Employed		4,714	13,362	68,369	174,962	1,263,861	1,015,096	160,506,143
Unemployed		184	1,495	2,000	11,800	11,820	24,000	7,300,845
Unemployment Rate		3.8%	4.2%	3.7%	3.7%	3.3%	3.0%	4.3%
Labor Force Participation Rate		53.8%	59.3%	61.7%	66.4%	67.8%	61.8%	62.3%
Employment/Population Ratio		51.8%	57.0%	58.3%	64.4%	65.1%	59.9%	59.8%
2023 Economic Dependency Ratio								
Total		141.2	118.7	108.4	92.9	91	104	100
Child (+16)		47.4	40.3	40	36.3	39.8	39.2	39.8
Working Age (16-64)		52.4	39	33.8	28.5	26.4	33.6	35.7
Senior (65+)		41.5	38.8	34.5	28.1	24.8	31.2	29.5
2023 Population 25+ by Educational Attainment								
Total		7,965	17,317	100,863	162,734	1,537,020	4,523,791	210,196,126
Less than 9th Grade		3.1%	2.3%	2.3%	2.6%	2.1%	3.1%	4.1%
9-12th Grade, No Diploma		6.6%	7.1%	7.5%	5.3%	4.2%	5.5%	5.3%
High School Graduate		32.9%	35.1%	33.4%	25.4%	22.4%	23.1%	22.9%
GED/Alternative Credential		7.7%	6.3%	5.8%	10.9%	9.5%	6.6%	4.1%
Some College, No Degree		28.3%	22.6%	20.1%	26.4%	19.3%	19.1%	17.7%
Associate Degree		10.1%	9.3%	8.5%	8.6%	8.6%	9.7%	9.3%
Bachelor's Degree		8.4%	11.3%	13.4%	22.1%	25.4%	26.4%	22.3%
Graduate/Professional Degree		5.2%	5.6%	6.8%	12.4%	14.8%	18.2%	15.9%
2023 Lifetime Population								
Current Population		11,682	40,506	127,563	781,634	2,240,372	6,214,118	105,746,666
Population Residents		4,902	20,662	51,058	430,387	1,583,289	1,223,217	19,152,900
Population Movers		6,780	40,244	76,504	351,247	1,060,100	3,186,961	174,367,000

In order to recognize the post 2010 construction in Independence and the market conditions that demanded that construction I have had to adjust the trade area somewhat. I moved the center of the three-mile radius approximately two miles southeast so that it includes demographics very similar to the three-mile radius center on the Square but also includes all of Independences new multifamily construction. The other trade areas are centered on projects within each of the aforementioned neighborhoods and demonstrated on the previous page. Using CoStar and Esri I have developed the table below which demonstrates several datapoints for 2010 – 2023, 2023, and forecast for 2028. These include historic apartment units added and planned or under construction units, households added 2010-2023 and forecasting households added 2023-2028, renter occupied % of households and income qualified % of households. Using these metrics, I have forecast new demand for the Independence Square area of 242 units. There are 449 units either planned or under construction and must be accounted for in the model.

1 mile radius surrounding	Units Added	Total SF Added	Annual SF Growth	Household	Forecast	Renter %	2 BR Renter Income %	Total	Planned	Under	
	2010-23	2010-23	2010-23	2024	2024	2023	2028	2028	2024	2024-28	
Independence Square	571	1,026	0.38%	53,457	1,273	32.08%	407	\$9,49%	242	449	0
Downtown Overland Park	2,533	2,826	0.18%	107,522	83	34.46%	225	72.87%	184	845	0
Downtown Lees Summit	1,784	5,006	1.47%	38,054	1,225	26.37%	315	76.24%	246	713	0
Under Square/Overlance	3,872	14,587	1.88%	87,742	3,337	38.37%	1,129	47.87%	829	40	799

This analysis is a simplistic analysis which applies well to suburban areas where there is some conformity of the age and quality of housing, consistency of the demographics, and lower barriers to entry. Those conditions do not apply to Independence Square so in support of the exhibit above I include supplemental analysis.

Having watched multifamily development in Kansas City for over 30 years I recognize that historic market facts as a projection of future performance needs context. Take for instance the Kansas City CBD. In the late 1990s there was no qualified demand demonstrated in historic demographic data. From 2000-24, the Downtown Kansas City submarket saw an increase of 177% from 5,054 to 14,036 units when none of the demographics known as of 2000 identified significant demand. The development in the CBD along with Johnson County, KS and Northland (Clay and Platte Counties) have occurred in spite of the demographics data points which, taken alone, do not support additions to the supply. To measure the demand that has occurred in the Kansas City MSA and its two most active suburban areas I complete the analysis below.

	Units Added	Announced	% Renter	Household Growth	Multifamily
	2010-23	Supply	Occupied 2023	2010-23	Captures
Johnson County	14,342	2,021	31.00%	34,787	1.51
Kansas City MSA	59,365	12,326	31.40%	102,415	1.84
Northland	8,884	1,977	32.50%	25,555	1.07
2023 - 28					
Independence Square	571	449	32.00%	1,273	
Demand at 3.30 Capture		81			1.30
Demand at 3.50 Capture		162			1.50

Simply stated it uses the capture rate demonstrated by the previous 13 years in the markets identified and the projected household growth in the Independence Square area. This exercise suggests the capture will exceed the % renter occupied and household growth by anywhere from 1.07 – 1.84x. In the exhibit to follow I apply a capture rate of 1.30 x and 1.50 x to the growth in households within a three-mile radius and forecast the prospective demand.

Based upon this exercise and in recognition of the 449 units already planned or under construction in Independence (Arabella and Adirondack), I conclude that Independence Square could accommodate up to 162 units. Should the Arabella cease or suffer significant delays, opportunity within Independence Square will improve.

3.2 Absorption

Absorption is a critical element in anticipating a markets acceptance of new product. I have utilized CoStar and developed the following exhibit which identifies the monthly absorption experienced by a project after pre-leasing and up to stabilized occupancy.

New Supply Independence					Absorption -
Year Built	#Units/wg	Unit SF/acancy %	Units/Month		
Azure	2021	280	886	7.9	17.0
Trinity Woods	2021	240	892	21.2	7.0
Connect 55+ Independence	2014	110	843	17.2	NA
Arabella	2024	176	1,362	100.0	NA
The Adirondack Apartments	2024	273	982	100.0	NA
New Supply Overland Park					
The Holston	2020	36	1,268	50.5	NA
6800 W 80th Townhomes	2021	18	1,294	5.5	NA
The Vue	2019	219	935	6.9	9.0
InterUrban Lofts	2017	41	1,008	0.5	6.0
Avenue 80	2016	220	994	5.3	5.0
Promontory	2018	191	911	4.2	10.0
New Supply Lee's Summit					
Paragon Village	2026	390			
The Donovan	2020	327	926	4.9	15.0
Summit Square	2017	308	1,001	5.7	10.0
Elevate 114	2021	273	783	5.7	13.0
Maple 36	2019	36	1,734	0.0	NA
Trilogy Apartments	2024	323		100.0	NA
New Supply Gladstone/KCMO					
Parkside Apartments	2023	221	998	76.5	5.0
The Heights of Linden Square	2015	224	901	4.9	13.0
2024 Average	2020	211	1,042	28.70%	10

Based upon these comparable indicators, one could expect modest, <18 months absorption for a new project in Independence Square. Developers will consider this a reasonable pace.

3.3 Analysis of Current Market Rent

In evaluating comparable rentals for any potential multifamily development within Independence Square I have considered the newest product in the Outlying Jackson County as well as projects specifically within competing locations. Downtown Lee's Summit is included within the submarket. Downtown Overland Park and Linden Square in Gladstone demonstrate some comparable characteristics so I have included those areas for supply and demand analysis to follow as well as rent comparables. These comparables are new or nearly new properties from the competing areas previously described. These properties will have a mixture of amenities including granite countertops, hardwood flooring, package service or lockers, pool, garage parking, fitness area, club room, pet areas, security entrances and many others. The level of amenities available will depend upon the size and location of the site and the characteristics of the neighborhood and potential renters. Any successful multifamily project in Independence Square will need to provide a reasonable amenity package along with a supportable unit mix.

The comparable rental grid shown below used to project market rents for a new multifamily property in Independence Square.

New Supply Independence		Year Built	#Units	Unit SF	Avg. Vacancy %	% Studios	Shades \$/SF	% 1-Bed	1 BR \$/SF	% 2-Bed	2 BR \$/SF	% 3-Bed	3 BR \$/SF
Azure	2021	280	886	7.9			\$0.00	\$1.82	42.86	\$1.34	7.14	\$1.52	
Trinity Woods	2021	240	892	21.2			\$7.50	\$1.74	85.00	\$1.53	7.50	\$1.41	
Connect 55+ Independence	2014	110	843	17.2			34.55	\$1.49	65.45	\$1.57			
Arabella	2024	176	1,362	100.0									
The Adirondack Apartments	2024	273	982	100.0			48.35	\$1.54	\$1.45	\$1.41			
New Supply Overland Park													
The Holston	2020	36	1,268	50.5			16.67	\$1.48	83.33	\$1.42			
6800 W 80th Townhomes	2021	18	1,294	5.5					100.00	\$1.62			
The Vue	2019	219	935	6.9			\$7.08	\$2.17	42.92	\$1.88			
InterUrban Lofts	2017	41	1,008	0.5			75.62	\$1.59	24.39	\$1.48			
Avenue 80	2016	220	994	5.3	15.91	\$2.35	40.45	\$2.04	43.64	\$1.84			
Promontory	2018	191	911	4.2			60.14	\$2.05	39.86	\$1.98			
New Supply Lee's Summit													
Paragon Village	2026	390			15.38		33.33		\$1.28				
The Donovan	2020	327	926	4.9	6.12	\$2.30	60.86	\$1.89	33.03	\$1.67			
Summit Square	2017	308	1,001	5.7			57.79	\$1.76	42.21	\$1.51			
Elevate 114	2021	273	783	5.7	3.66	\$2.58	61.54	\$2.06	34.80	\$1.71			
Maple 36	2019	36	1,734	0.0							100.00	\$3.17	
Trilogy Apartments	2024	323		100.0	15.48		38.08		46.44				
New Supply Gladstone/KCMO													
Parkside Apartments	2023	221	998	76.5	2.26	\$1.68	46.61	\$1.47	\$1.13	\$1.27			
The Heights of Linden Square	2015	224	901	4.9	5.80	\$2.28	\$2.23	\$1.46	41.86	\$1.36			
2024 Average	2020	211	1,042	28.70%	9.23%	\$2.34	49.42%	\$1.75	48.82%	\$1.55	38.21%	\$1.37	



3.4 Projection of Market Rent

The rent comparable information is summarized in the exhibit below which projects 2024 and 2028 market rental information for a project of +-100 units in Independence Square.

Potential Independence Square Project 2028	Total	Studio	1 BR	2 BR	3 BR
Typical Project Size	100	10	40	45	5
Average Unit Size - SF	860	400	650	1,100	1,300
Unit Mix	100%	10%	40%	45%	5%
2024 Market Rent - \$/SF	\$1.66	\$2.30	\$1.80	\$1.40	\$1.50
2028 Projected Rent - \$/SF	\$1.90	\$2.65	\$2.07	\$1.61	\$1.73

The 2024 market rent of \$1.66 per square foot is projected to 2028 using aggregate rent inflation of 15%. This is slightly higher than the 2.21% per year described by CoStar for all classes of space in the Outlying Jackson County submarket. I apply \$1.90 per square foot in the feasibility analysis in the following pages.

3.5 Capitalization Rate

There have been few suburban sales in the Kansas City market over the past 18 months given the interest rate increases. To that end I include the following in support of a market capitalization rate. I also recognize that the Fed has announced three to six rate cuts for the coming 12 months which may provide some relief to capitalization rates which have increased by some 100-200 basis points over the past 18 months.

Comparable	City	Price	Date	Units	Year Built	Occupancy	Price/Unit	Cap Rate
Sara Park	Mustang	\$24,200,000	1/18/2023	137	2003	95.4%	\$200,770	5.17%
Five Seasons Townhomes	Shawnee	\$24,200,000	3/11/2023	102	2005	96.0%	\$240,686	4.79%
Conversational Park Apartments	Overland Park	\$40,200,000	10/21/2022	170	1987	97.4%	\$236,471	4.17%
The Del Norte Expanses	Pulaski	\$21,200,000	4/28/2023	80	2016	95.3%	\$265,567	4.00%

Supplementary Comparable Rate Cap Rates

Millennium Edina	Edina, MN	\$14,700,000	8/19/2023	227	2021	N/A	\$128,973	5.18%
Loft at Four Park	St. Louis, MO	\$54,000,000	8/27/2023	289	2005	N/A	\$190,000	5.72%
							Range	\$136,000 - \$190,000
							Average	\$163,166 - 5.45%
							High	\$128,973 - 5.18%

The exhibit to the right shows several transactions from the last 18 months since interest rate increases were widely known and priced into transaction. The two newly constructed properties traded in 2023 and indicate capitalization rates of 5.37% and 5.18%.

A summary of investor survey information provided by PriceWaterhouseCoopers. These are responses from investors primarily in large markets and as previously noted Kansas City area transactions will occur with a premium to the survey respondents.

Type	Survey Period	Low	High	Average
PWC Real Estate Investor Survey	Q3 2023	3.75%	6.00%	5.28%

Capitalization Rate Variables

Mortgage Interest Rate	6.75%
Loan Term (Years)	30
Loan to Value Ratio	65%
Debt Coverage Ratio	1.25
Equity Dividend Rate	6.00%

Band of Investment Analysis

Mortgage Constant	Loan Ratio	Contributions
0.078	x 65%	= 5.88%
Equity Dividend Rate	Equity Ratio	
6.00%	x 35%	= 2.10%
Band of Investment Capitalization Rate		
3.78%		

Debt Coverage Ratio Analysis

Debt Coverage Ratio x Loan to Value Ratio x Mortgage Constant	
1.25 x 0.65 x 0.078	= 6.37%
Debt Coverage Ratio Capitalization Rate	
6.37%	

Shown to the right is a band of investments analysis which applies recently quoted construction loan terms and investor yield requirements to a new construction project. I recognize that there is rent relief expected over the next 18 months allows for an equity dividend rate less the the mortgage interest rate. It is reasonable to expect that capitalization rates might be modestly less than the construction loan interest rate in anticipation of lower permanent loan interest rate post completion.

I have determined feasibility/unfeasibility for Independence Square multifamily using capitalization rates ranging from 5.00% to 6.50%.

3.6 Feasibility

To evaluate the feasibility of a generic multifamily project located within Independence Square I have reviewed construction costs of new and proposed projects in Omaha, Denver and St. Louis. These projects have hard costs ranging from \$162,000 to \$229,000 per unit. Considering this range and 4% per year inflation I have forecast direct cost of \$234,512 per unit, to which 10% indirect costs and 10% profit and land is added. I have also shown the construction proforma on a cost per SF net rentable area. To demonstrate feasibility or unfeasibility, have developed two exercises, the cost feasible rent and the rent feasible cost. Cost feasible rent is the contract rent and resulting NOI that a project would have to generate to support a projection of construction costs based upon cost comparables. The rent feasible cost indicates the total cost per unit or per square foot that a buyer/developer is supported in paying to generate a specific return on an NOI and the market rent necessary to generate that NOI.

Cost Feasible Rent				Rent Feasible Cost			
200		860		200		860	
Per Unit		Per SF NRA		Per Unit		Per SF NRA	
Development Cost/Reconstruction	\$8,000		\$10.47				
Land Cost	\$234,512		\$272.69				
Direct Cost/SF	\$23,451		\$27.27				
Indirect Cost/1% Direct	\$23,451		\$27.27				
Profit/1% Direct and Indirect	\$15,796		\$18.00				
Total Cost	\$290,760		\$340.42				
Market Capitalization Rate	5.00%	6.50%	5.00%	6.50%	Market Capitalization Rate	5.00%	6.50%
Cost Feasible NOI	\$14,638	\$15,029	\$17.02	\$22.13	Projected NOI	\$13,278	\$15.44
Less Total Expenses	\$22,520	\$28,276	\$48.63	\$63.22	Total Expenses	\$7,350	\$8.31
ROI	\$57,358	\$48,305	\$48.65	\$85.35	ROI	\$20,427	\$23.75
Less Vacancy/Concessions	\$2,229	\$2,898	\$3.54	\$5.12	Less Vacancy/Concessions	\$1,378	\$1.37
Other Income	\$3,839	\$5,120	\$6.56	\$8.05	Other Income	\$1,864	\$2.28
Cost Feasible Market Rent	\$15,449	\$46,283	\$62.63	\$83.42	Projected Market Rent	\$19,642	\$22.84
Cost Feasible Rent Per Mo	\$2,854	\$3,840	\$4.22	\$4.29	Market Rent Per Month	\$1,637	\$1.90

4.0 CONCLUSION

Independence Square has seen no multifamily construction over the past 20+ years. While it can be said that the household growth in the immediate area does not, on its face, support additions to the supply, it is also the case that some submarkets have captured far more than 100% of demand than is historically supported by household and income growth. In fact, the Kansas City MSA including all submarkets and individually Overland Park and the Northland submarkets have captured from 107% to 184%. I have developed the market study for Independence Square considering that there has been no new multifamily development in the area, thus nothing to entice residents to the area. Accounting for this I project demand of up to 160 units between now and 2028. While there is demand in the study area, feasibility is not attained based upon current and projected market characteristics. I have used current construction costs, capitalization rates, market rent and expenses to forecast both the cost feasible rent and the rent feasible cost. In both exercises, the economics of multifamily in Independence Square indicate that development of multifamily is presently unfeasible. Certainly, market conditions change and incentives may play a part in improving the prospects of new development.

APPENDIX D: OFFICE STUDY

OFFICE STUDY - TABLE OF CONTENTS

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1.0 EXISTING SUPPLY AND DEMAND ANALYSIS

An understanding of the factors influencing the office market begins with a study of the existing supply, demands, and market conditions, first in the larger Kansas City Office Market then specifically in East Jackson County.

1.1 Overview of Kansas City Office Market

The Kansas City market is fortunate that there has been limited speculative construction over the years and there has been a historically strong employment base. Movement by employers to, from, and within the market has been the cause of vacancy fluctuation throughout recent history. This goes back to Sprint in the late 1990s, T-Mobile after the merger with Sprint, Cerner now Google, Hallmark, DST, Farmland and Waddell & Reed now Macquarie. With limited speculative construction Kansas City has shown less vacancy at the bottom of real estate cycles.

1.2 Kansas City Inventory & Occupancy

Kansas City Office Market Analysis									
Inventory		Vacancy		New Construction		Total Supply and Demand			
127,881 SF		11.79%		-1,321K SF Last 12 Mo		127K SF Last 12 Mo			
26th Largest Office MSA		+1.75 lgs YoY		70.8% Below 5 Yr Average		0.2% of Inventory			

Kansas City Office Market Trends									
Year/ Current Quarter	Buildings	Inventory (M SF)	Vacancy Rate	Completions (K SF)	Completion %	Net Absorption (K SF)	Under Construction (K SF)	Net Delivered (K SF)	New Supply Rate
2013									0.30%
2014		1,094	10.2%	406	8.30%	858	2,856	431	2.22%
2015		1,014	10.1%	435	8.30%	968	4,394	134	5.16%
2016		1,017	10.3%	889%	13.5%	1,243	4,876	1,284	5.39%
2017		1,134	10.4%	7,29%	10.8%	2,036	1,204	421	4.19%
2018		1,127	10.4%	6,54%	9.0%	871	3,116	363	7.32%
2019		1,139	10.5%	6,95%	1.6%	1,36	3,523	877	7.41%
2020		1,149	10.6%	8,33%	1.5%	1,105	4,101	1,095	4.82%
2021		1,117	10.7%	9,58%	1.5%	1,85	2,824	844	2.22%
2022		1,117	10.7%	10,52%	3.0%	2,281	1,221	114	2.27%
2023		1,114	10.7%	11,60%	5.0%	1,321	3,798	221	2.47%
2023 Q4		1,116	10.7%	11,78%	5.0%	1,321	3,798	221	2.47%
10 Year Averages		1,112	10.5%	9,04%	8.0%	411	5,512	471	4.44%
5 Year Averages		1,111	10.5%	9,12%	7.7%	251	5,000	111	3.12%
2024		1,116	10.7%	12,29%	9.0%	8,24%	4,41	813	0.00%
2025		1,111	10.8%	12,87%	10.1%	8,48%	398	344	0.00%
2026		1,114	10.8%	13,88%	10.7%	8,24%	178	39	0.00%
2027		1,114	10.8%	14,78%	12.5%	7.81		17	0.00%
2028		1,114	10.8%	15,62%	14.1%	6,24%	271	64	0.00%
Projection Averages		1,112	10.8%	12,67%	12.1%	8,23%	42	122	0.00%

The Kansas City market is the 26th largest office market in the country. Its vacancy rate of 11.8% compares similarly to the national office average vacancy rate of 11.4%. Absorption in the market has averaged 411K SF (0.3% of average inventory) and -774K SF (-0.6%) over the last 10 and 5 years, respectively. Absorption has slowed in the last year, as the market saw negative absorption of 1,321K SFs, representing a 70.8% increase from the negative 5-year average. New supply under construction is 878K SF, which represents 0.7% of existing inventory.

1.3 Kansas City Rental Rates & Rent Growth

Kansas City Office Market Rental Rates & Rent Growth	
Rental Rate	\$22.15
Rent Growth	2.35%

Kansas City Office Market Rental Trends

Year/ Current Quarter	Asking Rent/SF	Rent Growth (YoY)
2013	\$17.15	
2014	\$17.90	4.37%
2015	\$18.40	2.79%
2016	\$18.39	5.38%
2017	\$19.79	2.06%
2018	\$20.50	2.58%
2019	\$21.17	4.29%
2020	\$21.04	-0.67%
2021	\$21.40	1.71%
2022	\$21.69	1.36%
2023	\$22.20	2.35%
2023 Q4	\$22.15	
10 Year Averages	\$20.35	2.42%
5 Year Averages	\$21.50	1.81%
2024	\$22.11	-0.47%
2025	\$22.11	0.00%
2026	\$22.24	0.59%
2027	\$22.36	0.54%
2028	\$22.54	0.81%
Projection Averages	\$22.27	0.39%

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The average office rental rate grew by 2.35% year over year to \$22.15 PSF. Cumulative rental rate growth over the last 10 years and 5 years has been 2.42% and 1.81% per annum, respectively. Rental rate growth was increasing prior to the pandemic, a trend that has continued since its impact has subsided. Rental rate growth is expected to average 0.99% over the next 5 years.

1.4 Kansas City Market Supply & Demand



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1.5 Kansas City Sales Volume & Average Price



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Annual office sales volume for the Kansas City area averaged \$422M and \$390M over the last 10 and 5 years, respectively. The average sales price per SF has experienced minimal growth from \$116.55 to \$125.83 over the last decade, representing annual compound price growth of 0.9%. This includes all classes and medical office. Price appreciation among Building Classes is usually steady. With entrenched work from home, and the high cost of new construction or renovation, I expect price increases will remain minimal in the coming years.

1.6 Kansas City Cap Rate vs. National Average

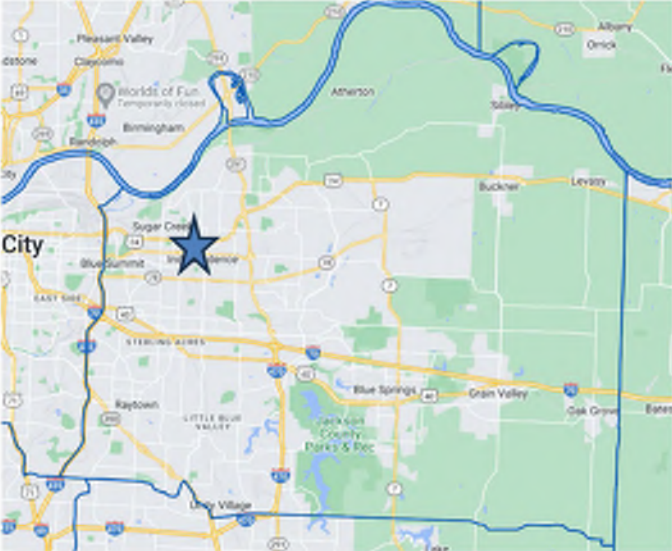


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Both the Kansas City and National office markets have experienced capitalization rate expansion over the past decade. Office assets in the Kansas City market typically trade at capitalization rates that are higher than the national average within the market, as the average capitalization rate in the Kansas City office was 9.5% in the

most prior year versus nationally. Capitalization rates in Kansas City have exceed the national average capitalization rate over at least the last 30 years.

1.7 East Jackson County Submarket Review



#	SubMarket Name	Inventory SF (K)	% of Market	Market Rent/SF	Rental Rate Rank	Occupancy Rate	Occupancy Rank	Cum % of Market
1	College Blvd	21,628	16.9%	\$25.42	3	85.0%	22	16.91%
2	CEO	17,762	13.9%	\$22.16	7	84.8%	23	30.81%
3	South Johnson County	9,231	7.2%	\$22.21	6	86.2%	21	38.02%
4	Northeast Johnson County	8,614	6.7%	\$22.82	5	87.7%	17	44.76%
5	I-35 Corridor	8,186	6.4%	\$20.14	17	94.3%	7	51.16%
6	East Jackson County	7,298	5.7%	\$13.64	24	90.8%	15	56.85%
7	Crown Center	6,466	5.1%	\$21.81	8	80.7%	24	61.97%
8	South Kansas City MO	5,437	4.3%	\$21.41	11	95.7%	5	66.16%
9	Country Club Plaza	5,296	4.1%	\$29.82	1	91.9%	11	70.30%
10	Northwest Johnson County	5,161	4.0%	\$23.56	4	87.2%	19	74.33%
11	Midtown	4,465	3.5%	\$21.24	12	97.3%	4	77.82%
12	I-29 Corridor	3,874	3.0%	\$19.69	18	87.2%	18	80.85%
13	Kansas City MO	3,841	3.0%	\$18.66	23	97.4%	2	83.85%
14	Southeast Jackson County	3,666	2.9%	\$20.49	15	86.5%	20	86.72%
15	Ward Parkway	3,527	2.8%	\$21.46	10	92.3%	10	89.48%
16	Kansas City KS	3,421	2.7%	\$18.00	25	78.1%	25	92.15%
17	Freight House District	2,597	2.0%	\$21.51	9	88.4%	16	94.18%
18	West Bottoms	2,022	1.6%	\$20.80	13	91.4%	13	95.76%
19	Downtown Kansas KC KS	1,970	1.5%	\$20.25	16	91.2%	14	97.30%
20	Leavenworth County	1,060	0.8%	\$19.49	19	91.8%	12	98.13%
21	Cass County	845	0.7%	\$19.47	21	94.2%	8	98.79%
22	Brookside	619	0.5%	\$26.74	2	94.7%	6	99.28%
23	Outer South Kansas City	448	0.4%	\$19.49	20	97.4%	3	99.63%
24	Outlying KC MO	309	0.2%	\$20.76	14	100.0%	1	99.87%
25	Lafayette County	170	0.1%	\$18.98	22	93.5%	9	100.00%
All Other Submarkets		32,834	25.7%	\$20.25		90.8%		
Totals		127,924	100.0%	\$22.15		88.2%		

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The subject property is located in Kansas City's 6th largest submarket based on inventory, East Jackson County. This submarket commands the 24th highest rental rates in the market. Occupancy for the submarket (90.8%) is higher than the average of the market (88.2%). The occupancy rate cited here is the % of a building leased, not the % occupied. Given work from home dynamics, physical occupancy is often an additional 20 percentage points less than leased occupancy.

1.8 East Jackson County Submarket Inventory & Occupancy

East Jackson County Office Submarket Analysis											
Inventory			Vacancy		Net Absorption		East Jackson Net Demand				
7,381 SF			9.21%		710K SF Last 12 Mo		2K SF Last 12 Mo				
5.7% of the Kansas City + MSA office market			+151 qqq YoY		\$32.6K below 5-yr Average		6.0% of Inventory				
East Jackson County Office Submarket Trends											
Year	Buildings	Inventory (K SF)	% of Market	Vacancy Rate (K SF)	Completions (K SF)	Completions %	Net Absorption (K SF)	Under Construction (K SF)	Net Delivered (K SF)	Demand (K SF)	
2013	626	7.1	1.8%	14.38%	17	0.05%	111	4	0.01%	6.0	
2014	628	7.1	1.8%	14.38%	17	0.23%	-9	48	-5	0.01%	6.1
2015	629	7.1	1.7%	11.64%	13	0.18%	383	215	10	3.04%	6.2
2016	630	7.1	1.7%	3.11%	83	1.12%	253	74	80	1.04%	6.6
2016	631	7.1	1.7%	6.21%	4	0.08%	40	137	1	1.91%	6.7
2019	632	7.2	1.7%	4.98%	8	0.10%	-13	189	8	2.64%	6.7
2020	633	7.2	1.7%	3.90%	47	0.66%	-38	269	47	3.73%	6.6
2021	635	7.3	1.7%	4.28%	77	0.98%	126	84	56	1.74%	6.8
2022	637	7.3	1.7%	6.75%	33	0.45%	-53	83	10	0.82%	6.8
2023	637	7.3	1.7%	6.12%	0.00%	-13.0	145			0.00%	6.8
2023 Q4	637	7.3	1.7%	5.7%	0.00%	-1.1	5			2.73%	6.8
10 Year Averages	632	7.2	1.7%	9.09%	27	0.38%	68	124	10	1.73%	6.5
5 Year Averages	633	7.2	1.7%	7.61%	37	0.54%	-13	149	25	2.38%	6.7
2024	638	7.3	1.7%	8.47%	30	0.47%	41	19	0.00%	6.7	
2025	638	7.3	1.7%	8.34%	3	0.04%	-19	-12	0.00%	6.6	
2026	639	7.3	1.7%	9.07%	37	0.57%	38	23	0.00%	6.7	
2027	639	7.3	1.7%	8.79%	15	0.23%	11		0.00%	6.7	
2028	639	7.3	1.7%	8.54%	15	0.21%	10	1	0.00%	6.7	
Projection Averages	639	7.3	1.7%	8.54%	23	0.33%	11	6	0.00%	6.7	

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Over the past ten years completions in Kansas City averaged 0.71% of supply per year as compared to 0.41% for the East Jackson County Submarket. Over the next five years Kansas City is projected to see annual supply increases of 0.29% annually as compared to 0.27% for East Jackson County. Net absorption is projected to be 17K SF per year for East Jackson County compared to -82 on average for Kansas City.

1.9 East Jackson County Submarket Rental Rates & Rent Growth

East Jackson County Office Submarket Rental Rates & Rent Growth

Period	Rate
2023 Q4	\$18.60
2023 Q4	2.42%

East Jackson County Office Submarket Rental Trends

Year	Asking Rent/SF	Rent Growth (YoY)
2013	\$13.09	-
2014	\$14.75	6.19%
2015	\$15.07	2.17%
2016	\$15.18	0.75%
2017	\$15.96	5.14%
2018	\$16.44	3.01%
2019	\$17.29	5.17%
2020	\$17.23	-0.35%
2021	\$17.64	2.38%
2022	\$18.10	3.06%
2023	\$18.62	2.42%
2023 Q4	\$18.60	
10 Year Averages	\$16.65	2.62%
5 Year Averages	\$17.80	2.52%
2024	\$18.62	0.00%
2025	\$18.69	0.38%
2026	\$18.66	5.19%
2027	\$19.05	-3.10%
2028	\$19.25	1.05%
Projection Averages	\$19.05	0.67%

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1.10 Submarket New Supply

Market	Inventory SF (K)	# of Construction Buildings	SF Under Construction (K)	% of Inventory
East Jackson County Submarket	7,280	2	54.5	0.7%
Kansas City Market	127,829	15	877.8	0.7%

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There are currently 2 buildings containing 54.5K SF under construction in the subject's East Jackson County submarket. This compares to the ten-year average of 124K SF. Overall, the Kansas City Market has 0.7% of existing inventory under construction and no new construction is forecast for 2024-2028. Absorption will come from the existing supply.

1.11 Office Market & Submarket Summary and Conclusions

There has been a notable change in the tenant requirements for new office space since the pandemic as reported by Vicus Partners/Cresa.

- Workstations prioritize physical distancing.
 - Even though the pandemic is over workstations are maintained as six-foot distance and desks have become smaller.
- Open floor plans are here to stay.
 - Private offices are much smaller than in the past and often rely on glass walls and large windows to make the space seem larger.
- Office tenants are requesting more and smaller conference rooms.
- Trends suggest that average daily office use could be 50% of peak use.
- Office culture requires transparency of duties, socialization, and work product.
- Standardization is out. There are many new industries to be considered among office tenants now.

Independence Square has not seen any meaningful modern office development for decades and existing design will not attract or support modern office tenants without significant reconfiguration. Furthermore, the cost of renovation is often not favorable to that of new construction given the inherent functional obsolescence of existing supply.

The East Jackson County submarket is beset by slow rent growth and slow employment growth. The actual occupancy within the submarket is most certainly less than stated due to the work from home phenomenon brought about by the pandemic. New Class A rents in the best submarkets do not support new construction and i expect any additions to supply in the coming years for the East Jackson County Submarket will be infrequent and modest in scale.

2.0 FORECAST DEMAND

2.1 Employment

ESRI measures employment by several different factors. This includes total employment by age, the unemployment rate, employment by industry and by occupation. The trending provided by ESRI is on an occupation basis and could not be tied directly to any growth in office supply historically. Hybrid and work from home trends make the direct impact increasing employment in office user occupations murky. These metrics are reported by geo areas to include one, three, and five-mile rings surrounding the study area as well as Jackson County, Kansas City MSA, Missouri, and United States.

Submarkets by Age	1 Mile	3 Miles	5 Miles	Kansas County	Kansas City MSA	Missouri	United States
Population (Millions)	0.14	0.44	0.74	1.04	2.04	3.04	330.04
Population Density (per sq. mi.)	1,429	1,114	824	610	314	169	37
Age 15-24	10,400	30,400	50,400	70,400	140,400	210,400	14,400,000
Age 25-34	10,400	30,400	50,400	70,400	140,400	210,400	14,400,000
Age 35-44	10,400	30,400	50,400	70,400	140,400	210,400	14,400,000
Age 45-54	10,400	30,400	50,400	70,400	140,400	210,400	14,400,000
Age 55-64	10,400	30,400	50,400	70,400	140,400	210,400	14,400,000
Age 65+	10,400	30,400	50,400	70,400	140,400	210,400	14,400,000
Total	60,400	180,400	290,400	410,400	820,400	1,230,400	84,000,000
Female	30,400	90,400	145,400	205,400	410,400	615,400	42,000,000
Male	30,400	90,400	145,400	205,400	410,400	615,400	42,000,000
Population Density (per sq. mi.)	1,429	1,114	824	610	314	169	37
Age 15-24	10,400	30,400	50,400	70,400	140,400	210,400	14,400,000
Age 25-34	10,400	30,400	50,400	70,400	140,400	210,400	14,400,000
Age 35-44	10,400	30,400	50,400	70,400	140,400	210,400	14,400,000
Age 45-54	10,400	30,400	50,400	70,400	140,400	210,400	14,400,000
Age 55-64	10,400	30,400	50,400	70,400	140,400	210,400	14,400,000
Age 65+	10,400	30,400	50,400	70,400	140,400	210,400	14,400,000
Total	60,400	180,400	290,400	410,400	820,400	1,230,400	84,000,000
Female	30,400	90,400	145,400	205,400	410,400	615,400	42,000,000
Male	30,400	90,400	145,400	205,400	410,400	615,400	42,000,000
Population Density (per sq. mi.)	1,429	1,114	824	610	314	169	37
Age 15-24	10,400	30,400	50,400	70,400	140,400	210,400	14,400,000
Age 25-34	10,400	30,400	50,400	70,400	140,400	210,400	14,400,000
Age 35-44	10,400	30,400	50,400	70,400	140,400	210,400	14,400,000
Age 45-54	10,400	30,400	50,400	70,400	140,400	210,400	14,400,000
Age 55-64	10,400	30,400	50,400	70,400	140,400	210,400	14,400,000
Age 65+	10,400	30,400	50,400	70,400	140,400	210,400	14,400,000
Total	60,400	180,400	290,400	410,400	820,400	1,230,400	84,000,000
Female	30,400	90,400	145,400	205,400	410,400	615,400	42,000,000
Male	30,400	90,400	145,400	205,400	410,400	615,400	42,000,000
Population Density (per sq. mi.)	1,429	1,114	824	610	314	169	37

2023 Labor Force Summary	1 Mile	3 Mile	5 Mile	Jackson County	Kansas City MSA	Missouri	United States
2023 Labor Force, Age 16+							
Total Population Age 16+	8,737	36,614	115,273	582,433	1,775,629	5,027,663	272,621,098
Population Age 16+ in Labor Force	4,898	34,686	115,028	386,782	1,261,118	3,181,062	176,341,389
Employed	4,754	33,291	108,249	374,962	1,193,861	3,073,556	163,636,143
Unemployed	144	1,495	2,660	11,820	36,257	94,006	3,705,454
Unemployment Rate	3.0%	4.3%	3.2%	3.1%	3.3%	3.0%	4.3%
Labor Force Participation Rate	53.6%	93.9%	87.2%	66.4%	67.8%	61.8%	62.3%
Employee/Population Ratio	57.6%	37.0%	59.3%	64.4%	65.3%	59.9%	59.8%
2023 Economic Dependency Ratio							
Total	541.2	118.7	105.4	92.9	91	104	105
0-64 (+16)	47.4	45.3	41	36.3	39.8	39.2	39.8
Working-Age (16-64)	52.4	39	33.8	28.5	28.4	33.6	35.7
Senior (65+)	41.5	35.4	34.5	26.1	24.8	31.2	29.5
2023 Population 21+ by Educational Attainment							
Total	7,863	31,337	100,351	552,714	1,337,023	4,023,789	233,986,126
Less than 9th Grade	3.7%	2.2%	2.3%	2.0%	2.1%	2.7%	4.1%
9th - 10th Grade, No Diploma	6.5%	7.1%	7.5%	5.3%	4.2%	5.5%	5.5%
High School Graduate	36.3%	35.1%	35.4%	25.4%	22.4%	23.7%	22.9%
GED/Alternative Credential	7.7%	8.3%	8.6%	7.4%	6.4%	6.1%	6.1%
Some College, No Degree	28.8%	22.8%	22.7%	26.4%	19.3%	19.7%	17.2%
Associate Degree	10.1%	9.3%	9.5%	8.4%	8.6%	9.7%	9.3%
Bachelor's Degree	8.4%	11.3%	10.4%	22.1%	25.3%	26.4%	22.3%
Graduate/Professional Degree	5.2%	14.6%	6.8%	12.4%	14.8%	12.2%	13.9%
2023 Daytime Population							
Daytime Population	11,562	66,566	127,963	785,634	2,248,312	6,774,718	331,544,665
Daytime Residents	4,832	36,662	51,958	436,997	1,143,249	3,305,217	161,822,608
Daytime Workers	6,730	40,244	79,994	355,239	1,080,103	3,188,961	174,387,058
Commuter	-	-	-	24 minutes	24 minutes	24 minutes	27 minutes
Average Commute	-	-	-	24 minutes	24 minutes	24 minutes	27 minutes

Employment to Population	1 Mile	3 Mile	5 Mile	Jackson County	Kansas City MSA	Missouri	United States
Employment							
Total Businesses	547	1,809	3,588	24,787	79,894	273,311	12,297,229
Total Employees	5,051	21,677	51,545	440,326	1,185,214	3,155,295	151,323,139
Total Residential Population	11,372	33,658	143,254	720,223	2,238,214	6,298,370	337,470,185
Employee/Residential Population Ratio (per 100)	47%	29%	36%	61%	52%	50%	48%

The study area and surrounding one-mile Geo has a good ratio of daytime worker to daytime residents. What this graphic also explains is that the economic dependency ratio within the study area, the ratio of workers supporting the young and the old is significantly out of balance. This ratio is 141 for the study area as compared to 119, 109, 93, and 91 for the local geos. This is due in part to the age of the population which is significantly higher than the surrounding geos and the income and educational attainment which are lower.

Activity	1 Mile		3 Mile		5 Mile		Jackson County		Kansas City MSA		Missouri		United States	
	Number	%	Number	%	Number	%	Number	%	Number	%	Number	%		
Employment by Industry	4,754	100%	33,291	100%	108,249	100%	374,962	100%	1,193,861	100%	3,073,556	100%	163,636,143	100%
Agriculture, Forestry, Fishing & Hunting	1	0.0%	23	0.1%	41	0.0%	13	0.0%	13	0.0%	43	0.0%	13	0.0%
Manufacturing	1	0.0%	23	0.1%	41	0.0%	13	0.0%	13	0.0%	43	0.0%	13	0.0%
Construction	268	5.7%	3,080	9.3%	13,508	12.5%	32,873	8.8%	86,810	7.3%	266,242	8.7%	1,034,049	6.3%
Transportation	1	0.0%	3,152	9.5%	13,671	12.6%	33,871	9.1%	84,540	7.1%	263,513	8.6%	1,034,049	6.3%
Information	17	0.4%	303	0.9%	1,208	1.1%	3,298	0.9%	9,810	0.8%	21,071	0.7%	32,949	0.2%
Healthcare	262	5.5%	3,088	9.3%	13,510	12.5%	32,975	8.8%	85,000	7.1%	263,513	8.6%	1,034,049	6.3%
Education	3	0.1%	3,617	1.1%	15,109	1.4%	43,490	1.2%	119,440	1.0%	311,343	1.0%	1,034,049	6.3%
Arts, Entertainment & Recreation	9	0.2%	96	0.3%	408	0.4%	1,098	0.3%	3,016	0.3%	7,976	0.3%	10,006	0.0%
Accommodation & Food Services	27	0.6%	376	1.1%	1,576	1.4%	4,509	1.2%	12,400	1.0%	32,478	1.1%	47,771	0.3%
Retail Trade	162	3.4%	2,967	8.9%	12,671	11.7%	33,674	9.0%	86,810	7.3%	266,242	8.7%	1,034,049	6.3%
Administrative & Support Activities	29	0.6%	3,067	9.2%	12,904	11.9%	33,871	9.1%	84,540	7.1%	263,513	8.6%	1,034,049	6.3%
Management of Companies & Enterprises	1	0.0%	3	0.0%	47	0.0%	177	0.0%	1,580	0.1%	3,971	0.1%	7,976	0.0%
Professional, Scientific, & Technical Services	238	5.0%	3,682	11.1%	15,930	14.7%	43,490	11.6%	119,440	10.0%	311,343	10.1%	1,034,049	6.3%
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3.0 OFFICE TRENDS

3.1 Local office overview

As I have described previously the office sector in Kansas City and even more particularly in the East Jackson County submarket are not prone to speculative construction. In reviewing CoStar which has listing and property information on most properties within the one-mile geo of Independence Square. What is an observable trend is that office development is occurring in Kansas City's suburban city downtown locations where multiple uses can be integrated into a single building and existing or new parking can be leveraged to accommodate multiple uses.

3.2 Comparable Markets/Neighborhoods

I have identified three competing suburban downtown areas and looked consistently at metrics with define the office sectors within these neighborhoods. I have identified the office sector within one mile of Downtown Overland Park, Linden Square in Gladstone, and Downtown Lee's Summit. First a description of Independence Square and its one-mile geo. This is accomplished by a survey of properties reporting to CoStar, not a survey of individual properties or individual owners.

- There is 430,716 SF of office space within a mile of Independence Square.
- The average floor area ratio (FAR) is 0.50.
- Parking is adequate at 3.79 per 1,000 SF.
- The average year built is 1958 and there has been no meaningful new construction in over 20 years.
- None of Independence's major private employers are located in Independence Square.
 - There are 547 firms located in the one-mile geo.
 - Of those just 43 are traditional FIRE employers which employ an average of 4 each.
 - Legal Services total another 37 employers with 6 employees each on average.
- The character of supply in Independence Square is that it is by and large outdated/obsolete which translates to inferior physical occupancy and suppressed rental rates.

Independence Square and these competing locations are identified on the following maps.



These neighborhoods are selected because they offer downtown amenities and serve as an anchor for a largely residential population. City and sometimes county government are located nearby and with the exception of Independence Square, have seen measurable new development and redevelopment. The following exhibit identifies the competing office districts and a map pin for each office property included.



3.3 Implied Demand

Metrics of current office design suggest the following:

- The national average square foot per lease was 3,200 SF in 2023 as compared to 4,500 in 2015.
- In mid-2023, office attendance (a surrogate for physical occupation and the number of employees) was at 50% to 60% of 2019 levels as reported by several sources.
- According to Zipcar, modern design indicates 150 to 170 square feet per employee will ensure comfort and productivity.
- Employment figures cited include office based and home-based employees by industry or occupation.

- Considering remote/hybrid work and sharing of stations employees should plan on 70 square feet at peak usage, roughly one-half that when all employees were in person.
- Business furniture providers plan on 80 to 150 square feet per employee for high density (peak) use.

In the exhibit below I have identified the office square footage within one mile of each of the competing areas. The FAR speaks to the density of development. Multistory buildings will have a higher density and Independence Square is characterized by more mid-rise properties thus a higher density. I also cite parking, average year built, and the reported submarket occupancy. Keep in mind, the occupancy is based on the square feet leased and not the square feet used or attended at any given time. I have then identified the average building footprint. Approximately one-quarter of the entire square footage of Linden Square is found in a single new construction, now just eight years old. Downtown Overland Park has seen two significant new additions within the past ten years and also includes number of street level buildings and second floors. Independence Square and the surrounding area includes both large outdated midrise buildings and garden style and street level office. Downtown Lee's Summit has a mix of medical office, new construction and street retail. Given the average tenant size nationally and in the Kansas City Market, Independence Square is the least suited to new occupancy. Lastly, now new office construction has occurred in Independence Square over the past 20 years whereas each of the other neighborhoods have seen an increase in supply of 22% to 44%.

Given the significant change in office occupier requirements and vacancy which is materially impacted by the lasting effects of COVID I have expending the employment to impact office development of a given area from one to three miles. As demonstrated by these competing areas, there is more demand in established mixed use neighborhoods.

Submarket/Neighborhood	Office SF	FAR	Parking Ratio	Average Year Built	Submarket Occupancy	Avg Floor Size 2000-2023	% Vacant Supply 2000-2023	Increased office employment	Increased office employment (50 employees)	Increased office employment (100 employees)	Increased office employment (150 employees)
Northwest Johnson County Downtown OP	401,022	0.28	400	1942	81%	4,304	201,787	44%	143	716	1,074
I-49 Overland Square	389,438	0.21	430	1941	94%	3,580	88,178	24%	81	1,580	16,509
Southwest Johnson County Downtown Lee's Summit	772,341	0.21	330	1944	81%	4,802	158,475	32%	81	614	44,779
East Jackson County Independence Square	430,716	0.50	3.79	1958	92%	1,728	0	0%	81	716	17,108

This exhibit forecasts the demand for office space in each of the competing areas. Modest additional demand is forecast for Downtown Overland Park, Linden Square and Downtown Lee's Summit. However, in each case the forecast demand of the next five years is but a fraction of the supply added during the preceding 20+ years. Of significant importance is that the previous two decades were impacted by the telecom bubble, 9-11 terror attack, the 2008 financial crisis, and COVID. My projections for 2023-2028 recognize the lasting impact of COVID as well as an interest rate environment which has suppressed investment. Forecast demand for each of the three competing areas will include new construction whereas existing vacant space could readily accommodate the demand within Independence Square. But only if existing supply can be refit to accommodate modern tenant/occupier requirements.

4.0 CONCLUSION

It is my opinion that there will be no demand for office space in Independence Square that cannot reasonably be accommodated by the existing supply based on projected population growth. A modest increase in occupied office of 5% of the existing supply (21,700 SF) is reasonable. Obviously, this forecast presumes a relatively stable economic environment and organic growth. A significant increase in the population in the neighborhood, increased pedestrian traffic, tourist activities, or unforeseen external demand to the market will change the projection of office demand.

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1.0 EXISTING SUPPLY AND DEMAND ANALYSIS

1.1 Hospitality Market

Hospitality, as compared to retail, office and multifamily has many distinctions, notably by property quality which is measured as its chain scale. Also, a hospitality project relies on a combination of real property rights and personal tangible (FF&E) and intangible contribution. I have developed this study to the extent possible without knowing which hotel brand, chain scale and level of service which are typically identified prior to conducting the study. The chain scales and examples as identified by STR (Smith Travel Research) are: 1) Economy (Red Roof, Microtel, Super 8), 2) Midscale (Baymont, LaQuinta, Wingate by Wyndham), 3) Upper Midscale (Town Place, Drury, Fairfield, Comfort Inn), 4) Upscale (Residence Inn, Cambria, BW Premier, Stoney Creek), 5) Upper upscale and 6) Luxury. The predominant chain scale in east Jackson County along I-70 and in Lee's Summit and also along I-35 in Clay County is Economy and Upper Midscale. It is important to recognize that these descriptive designations do not necessarily limit a hotel property's achieved rates or occupancy. Location, amenities, condition and level of service are also recognized in occupancy and achieved rates.

It is not practical to consider the upper upscale or the luxury chain scales for Independence Square, nor is it desirous to consider midscale or economy chain scales both of which are inconsistent with redevelopment efforts on behalf of Independence Square.

Hospitality operators will not, in the suburban areas under consideration, commit to a single demand generator. Multiple demand generators are necessary for a successful hospitality operation. For instance, the hotel properties in Independence are located along I-70 and generate occupancy from sporting events at Cable Dahmer Arena, the Royals and the Chiefs. They also support travelers to shopping, transient demand and group demand. Most hotel properties in seek to be located such that multiple demand sources will find it convenient. In addition to location, the amenities and services offered must be complimentary to the likely guest. Hotel properties are further grouped based upon those services. Full-Service hotels will focus on offering a wide range of services, scaling the offer based upon the chain scale. These can include lounges and restaurants, meeting and banquet space, business center, workstations, fitness, a sizable pool and spa, and even retail. Limited-service hotels will offer food and beverage by way of free breakfast and guest happy hour. These are designed for guests only in a limited-service operation. The breakfast area and lounge will most often share space with the lobby. If there is a pool it will be small and located inside. There may be a business center and a small meeting room, but no banquet or function facilities. The Limited-Service hotel is designed best to serve the group business (family reunions, off-site conferences) or transient traveler (such as personal or the "road warrior"). Select-service is a hybrid of the two and will typically offer limited food and beverage service and more meeting and function space. The fourth level of service is extended stay. The extended stay offering can have full or limited service insofar as meeting and function space, food and beverage and other amenities. The length of stay is unique and best suited to business travel. Rooms will have a small refrigerator and microwave and possibly a cooktop. Bed and Breakfasts do fill a niche in serving the area and there are a few near Independence Square but given the scale, B&B's are most typically an adaptive reuse of existing properties and do not provide the only source of room nights for an area.

I have considered the opportunities presented by repositioned Independence Square and consider the most probable and best suited chain scale and level of service. I expect that a hospitality property with some street level retail or food and beverage will best complement Independence Square. Recognizing the likely guest for hotel rooms in Independence Square a full-service offering may exceed a reasonable ADR and a limited-service hotel may not create the desired impact of reinforcing the sense of place as an objective of redevelopment efforts. The analysis in the following pages directs me to the Upscale chain scale and select service level of service for any hospitality endeavor in Independence Square.

Recognized brands within the upscale chain, in addition those noted above are: aloft, Ascend Collection, Cambria, Four Points by Sheraton, Hilton Garden Inn, Hyatt House, Courtyard by Marriott, Tapestry Collection, and Springhill Suites. The level of service can vary within each brand and chain scale and will be driven more specifically by the location than by the scale. The market analysis in the following pages compares the national lodging market to the upscale lodging market and the Kansas City lodging market to the Kansas City upscale market.

1.2 National Hospitality Overview

1.2.1 National Supply & Demand Trends

For the ensuing exhibits the following descriptions are helpful.

Supply (Room Nights) – The total number of hotel rooms multiplied by 365 days per year.
 Demand – The number of room nights occupied in a given year.
 ADR – The average daily rate for a room.
 Occupancy – The room nights occupied divided by the room nights available.
 RevPAR – Revenue per available room ADR multiplied by occupancy.

National Hospitality Market Analysis									
	Occupancy	Demand	Supply	Occupancy	Demand	Supply	Occupancy	Demand	Supply
	42.81%	\$157,385	365,000	48.64%	\$155,687	365,000	42.81%	\$157,385	365,000

National - Upscale Chain Scale									
Year	Rooms Nights (2007-12)	12 mos. Supply %	Demand (2007-12)	Occupancy	Δ to 2011	Rooms Nights (2007-12)	12 mos. Supply %	Demand (2007-12)	Occupancy
2011	1,881,111	1.1%	1,111,111	43.1%	-1.1%	1,881,111	1.1%	1,111,111	43.1%
2012	1,881,111	1.1%	1,111,111	43.1%	-1.1%	1,881,111	1.1%	1,111,111	43.1%
2013	1,881,111	1.1%	1,111,111	43.1%	-1.1%	1,881,111	1.1%	1,111,111	43.1%
2014	1,881,111	1.1%	1,111,111	43.1%	-1.1%	1,881,111	1.1%	1,111,111	43.1%
2015	1,881,111	1.1%	1,111,111	43.1%	-1.1%	1,881,111	1.1%	1,111,111	43.1%
2016	1,881,111	1.1%	1,111,111	43.1%	-1.1%	1,881,111	1.1%	1,111,111	43.1%
2017	1,881,111	1.1%	1,111,111	43.1%	-1.1%	1,881,111	1.1%	1,111,111	43.1%
2018	1,881,111	1.1%	1,111,111	43.1%	-1.1%	1,881,111	1.1%	1,111,111	43.1%
2019	1,881,111	1.1%	1,111,111	43.1%	-1.1%	1,881,111	1.1%	1,111,111	43.1%
2020	1,881,111	1.1%	1,111,111	43.1%	-1.1%	1,881,111	1.1%	1,111,111	43.1%
2021	1,881,111	1.1%	1,111,111	43.1%	-1.1%	1,881,111	1.1%	1,111,111	43.1%
2022	1,881,111	1.1%	1,111,111	43.1%	-1.1%	1,881,111	1.1%	1,111,111	43.1%
2023	1,881,111	1.1%	1,111,111	43.1%	-1.1%	1,881,111	1.1%	1,111,111	43.1%
12-Month Average	1,881,111	1.1%	1,111,111	43.1%	-1.1%	1,881,111	1.1%	1,111,111	43.1%
10-Year Average	1,881,111	1.1%	1,111,111	43.1%	-1.1%	1,881,111	1.1%	1,111,111	43.1%
15-Year Average	1,881,111	1.1%	1,111,111	43.1%	-1.1%	1,881,111	1.1%	1,111,111	43.1%
2021	2,101,111	1.4%	1,111,111	43.1%	-1.1%	2,101,111	1.4%	1,111,111	43.1%
2022	2,101,111	1.4%	1,111,111	43.1%	-1.1%	2,101,111	1.4%	1,111,111	43.1%
2023	2,101,111	1.4%	1,111,111	43.1%	-1.1%	2,101,111	1.4%	1,111,111	43.1%
2024	2,101,111	1.4%	1,111,111	43.1%	-1.1%	2,101,111	1.4%	1,111,111	43.1%
2025	2,101,111	1.4%	1,111,111	43.1%	-1.1%	2,101,111	1.4%	1,111,111	43.1%
2026	2,101,111	1.4%	1,111,111	43.1%	-1.1%	2,101,111	1.4%	1,111,111	43.1%
2027	2,101,111	1.4%	1,111,111	43.1%	-1.1%	2,101,111	1.4%	1,111,111	43.1%
2028	2,101,111	1.4%	1,111,111	43.1%	-1.1%	2,101,111	1.4%	1,111,111	43.1%
2029	2,101,111	1.4%	1,111,111	43.1%	-1.1%	2,101,111	1.4%	1,111,111	43.1%
2030	2,101,111	1.4%	1,111,111	43.1%	-1.1%	2,101,111	1.4%	1,111,111	43.1%
10-Year Average	2,101,111	1.4%	1,111,111	43.1%	-1.1%	2,101,111	1.4%	1,111,111	43.1%
15-Year Average	2,101,111	1.4%	1,111,111	43.1%	-1.1%	2,101,111	1.4%	1,111,111	43.1%
20-Year Average	2,101,111	1.4%	1,111,111	43.1%	-1.1%	2,101,111	1.4%	1,111,111	43.1%

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Nationally, the entire hospitality market occupancy was in the mid 60% from 2015 through 2019 and fell off dramatically with COVID. Interestingly it took only two short years for demand to regain nearly all of the occupancy lost to COVID. From 2020-2022 occupancy rebounded by 19 percentage points in the entire market and 24 percentage points for the upscale chain scale segment. This was the phenomenon now known as "revenge travel". The national upscale market occupancy exceeds the overall market by approximately 500 basis points and was over 70% for the five years prior to COVID.

1.2.2 National ADR & RevPAR Trends

National Hospitality Market Analysis				
	ADR	RevPAR	ADR	RevPAR
	\$156.65	\$36.46	\$164.18	\$112.70

National					National - Upscale Chain Scale				
Year/	ADR	Δ in ADR	RevPAR	Δ in RevPAR	ADR	Δ in ADR	RevPAR	Δ in RevPAR	
Current Quarter									
2015	\$120.93	5.7%	\$78.80	2.7%	\$133.37	5.8%	\$96.57	2.9%	
2016	\$124.57	3.0%	\$81.34	3.2%	\$137.70	2.8%	\$99.27	2.8%	
2017	\$127.54	2.5%	\$83.58	2.7%	\$139.83	1.5%	\$101.13	1.9%	
2018	\$130.28	2.5%	\$85.99	3.0%	\$142.73	2.5%	\$103.25	2.1%	
2019	\$131.58	1.0%	\$86.68	0.7%	\$143.59	0.3%	\$103.00	-0.2%	
2020	\$105.27	-21.5%	\$45.34	-47.7%	\$115.64	-19.2%	\$49.70	-51.7%	
2021	\$124.66	20.7%	\$75.30	58.1%	\$130.54	12.9%	\$77.96	56.9%	
2022	\$149.43	19.9%	\$93.47	30.4%	\$156.37	19.8%	\$104.83	34.5%	
2023	\$155.80	4.3%	\$98.07	4.9%	\$163.66	4.7%	\$112.43	7.2%	
1-12 Mar. 2024	\$166.45	7.2%	\$98.46	1.9%	\$164.58	2.8%	\$112.72	1.4%	
10 Year Averages	\$134.16	3.7%	\$83.00	2.9%	\$144.93	2.5%	\$96.58	1.9%	
5 Year Averages	\$143.85	4.5%	\$92.68	3.1%	\$150.99	3.2%	\$102.85	2.1%	
2025	\$164.78	2.7%	\$105.36	3.3%	\$172.57	2.9%	\$117.98	3.1%	
2026	\$169.94	3.1%	\$108.77	3.2%	\$177.41	3.0%	\$121.65	3.1%	
2027	\$174.28	2.6%	\$111.64	2.6%	\$181.96	2.6%	\$124.75	2.5%	
2028	\$178.07	2.2%	\$114.06	2.2%	\$186.03	2.2%	\$127.49	2.2%	
Projection Averages	\$171.93	2.6%	\$109.60	2.8%	\$179.64	2.7%	\$122.52	2.3%	

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National ADR's plummeted in 2020 due to lack of travel demand resulting from the COVID pandemic. As travel fears and restrictions abated in 2021, travel demand rebounded strong and ADR's grew approximately 20% each in 2021 and 2022. ADR and RevPAR for the next four years are projected to increase annually by approximately 2.65% and 2.83% respectively for the next four years. The upscale segment ADR and RevPAR will increase by 2.68% and 2.73% per year through 2029.

Travel and hospitality emerged from COVID with significant gains which I expect to continue as forecast above. Trending from 2025 – 2028 suggest that the upscale chain will generate higher occupancy on top of the higher ADR resulting in a RevPAR in 2028 that is 11% higher than for the entire national market.

1.3 Kansas City - MO MSA Market Hotel Supply & Demand

Key supply and demand metrics for the Kansas City - MO market as a whole as well as the Upscale chain against which is best suited to a repositioned Independence Square.

Kansas City - MO Hospitality Market Analysis									
	Occupancy	RoomKey	Occupancy	RoomKey					
	63.0%	\$84,171	67.0%	\$86,079					

Kansas City - MO Market					Kansas City - MO Market - Upscale Chain Scale				
Year/	Room	12 mo.	Demand		Room	12 mo.	Demand		
Current Quarter	Nights (000's)	Supply %	(000's)	Occupancy	Δ in Occ.	Nights (000's)	Supply %	(000's)	Occupancy
2015	11,626	6.6%	7,334	63.9%	3,102%	1,085	3.7%	3,119	70.0%
2016	11,914	0.7%	7,361	61.7%	-2.22%	2,076	5.0%	3,173	64.2%
2017	11,708	-1.7%	7,641	65.3%	5.64%	2,192	4.8%	3,460	69.4%
2018	12,029	2.7%	7,634	62.0%	-3.88%	2,109	2.7%	3,434	63.5%
2019	12,454	3.5%	7,693	61.8%	-0.10%	2,344	3.9%	3,490	64.6%
2020	12,409	-0.4%	4,738	38.2%	-21.09%	2,170	5.0%	800	36.8%
2021	12,897	3.9%	6,066	47.1%	10.11%	2,364	5.1%	1,306	55.3%
2022	13,621	5.6%	7,637	55.7%	6.94%	2,636	2.0%	1,584	60.1%
2023	13,540	-0.6%	7,933	61.2%	2.12%	2,680	1.7%	1,611	60.1%
1-12 Mar. 2024	13,516	-0.2%	7,939	61.2%	0.03%	2,696	1.5%	1,643	61.3%
10 Year Averages	12,438	1.2%	7,383	59.4%	0.48%	2,343	4.4%	1,627	60.0%
5 Year Averages	13,050	1.1%	8,316	64.1%	0.11%	2,635	4.4%	1,610	61.0%
2025	13,363	1.4%	8,634	64.6%	0.14%	2,895	1.9%	1,734	60.9%
2026	13,887	0.8%	7,913	58.1%	-8.89%	2,873	0.0%	1,872	65.0%
2027	13,397	-0.0%	7,873	58.8%	-0.31%	2,895	0.0%	1,860	64.0%
2028	13,387	-0.0%	7,880	58.9%	0.04%	2,893	0.0%	1,861	64.0%
Projection Averages	13,388	0.0%	7,913	59.2%	-0.3%	2,893	0.0%	1,857	63.0%

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Similar to the national market, occupancy rates in the Kansas City - MO market plummeted in 2020 as a result of the COVID pandemic but have recovered strongly. Occupancy fell off by 23 percentage points in 2020 and rebounded by 20 percentage points in the following two years. The Upscale Chain Scale has experienced more severe occupancy dynamics in the Kansas City - MO market as compared to the overall hospitality market. Occupancy fell by 31 percentage points in 2021 and recovered by 26 percentage points in the following two years. Occupancy rates in the Upscale chain scale have not yet recovered to full pre-pandemic levels and are not projected by Smith Travel Research to regain pre-COVID levels over the 4-year projection period.

1.3.1 Kansas City - MO MSA Hotels ADR & RevPAR

Key average daily rate (ADR) and RevPAR for the Kansas City - MO market as a whole as well as the Upscale chain are presented and analyzed as follows.

Kansas City - MO Hospitality Market Analysis			
	ADR	RevPAR	ADR
	\$124.43	\$75.40	\$133.66

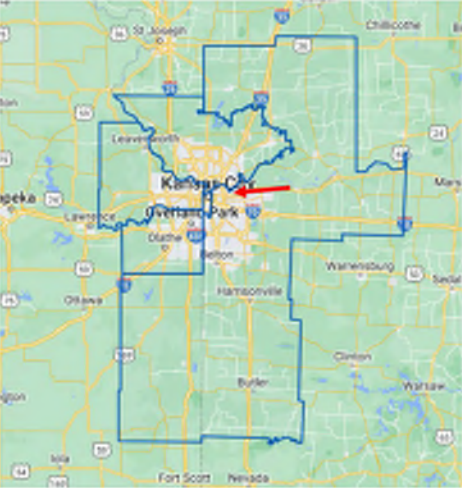
Kansas City - MO Market					Kansas City - MO Market - Upscale Chain Scale				
Year/	ADR	Δ in ADR	RevPAR	Δ in RevPAR	ADR	Δ in ADR	RevPAR	Δ in RevPAR	
Current Quarter									
2015	\$96.52	4.0%	\$61.40	2.2%	\$109.78	4.4%	\$76.85	1.6%	
2016	\$100.37	4.1%	\$63.71	3.8%	\$114.99	4.8%	\$78.43	2.1%	
2017	\$104.11	4.0%	\$68.00	6.8%	\$135.69	5.2%	\$82.43	5.1%	
2018	\$104.48	0.4%	\$64.75	-4.8%	\$117.34	-0.6%	\$77.24	-6.3%	
2019	\$104.53	0.0%	\$64.56	-0.3%	\$117.35	-0.5%	\$75.85	-1.8%	
2020	\$84.42	-19.2%	\$32.25	-50.1%	\$100.30	-14.5%	\$31.87	-55.3%	
2021	\$99.26	17.6%	\$51.35	58.2%	\$130.32	30.6%	\$56.08	65.6%	
2022	\$114.41	15.3%	\$67.10	30.8%	\$124.15	11.9%	\$74.60	33.0%	
2023	\$124.15	8.5%	\$75.94	13.2%	\$133.26	7.2%	\$82.93	13.2%	
1-12 Mar. 2024	\$124.43	0.5%	\$75.40	-0.7%	\$133.66	0.9%	\$81.64	0.4%	
10 Year Averages	\$106.98	5.2%	\$62.64	2.5%	\$119.84	2.9%	\$71.87	0.8%	
5 Year Averages	\$112.55	4.0%	\$69.99	1.1%	\$123.79	2.8%	\$84.93	1.3%	
2025	\$111.01	-1.3%	\$78.57	2.6%	\$141.05	4.7%	\$95.87	4.3%	
2026	\$114.85	3.5%	\$79.67	1.4%	\$144.96	2.9%	\$95.14	-0.1%	
2027	\$117.97	2.9%	\$81.09	1.8%	\$147.60	2.2%	\$97.04	1.9%	
2028	\$140.75	2.0%	\$82.78	2.1%	\$150.54	2.0%	\$98.83	2.0%	
Projection Averages	\$116.54	2.4%	\$80.53	2.0%	\$145.99	2.8%	\$96.86	1.5%	

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The negative impacts of the COVID pandemic on local ADR's in the Kansas City - MO market were slightly less impactful than the overall national hotels market, as ADR's fell 19.2% in the Kansas City - MO market relative to 21.5% nationally in 2020. Overall, the Upscale Chain Scale experienced similar ADR and RevPAR market dynamics through the pandemic and recovery period. ADR and RevPAR figures are projected to grow at more stabilized rates over the 4-year projection period. At the onset of COVID the national upscale market fell 19.2% whereas the Kansas City upscale market fell 14.5%. The compounded impact of ADR and occupancy is recognized by the RevPAR which fell by 50.1% for all of Kansas City and 55.3% for the Upscale Chain Scale. Kansas City and specifically the Upscale market saw dramatic improvement coming out of COVID and are considered to be stabilized as of 2024.

1.4 Kansas City - MO (USA) - Kansas City Surrounding Submarket

Independence Square is located within the Kansas City Surrounding submarket as depicted in the map below.



This largest geographic submarket includes all of Jackson County except the CBD, Crown Center, and Plaza. Also excluded are Clay County, Cass County, and outlying Kansas south of Johnson County Airport and Casinos. As with the national comparison, I identify metrics of the entire submarket as well as the upscale chain scale.

The entire Kansas City hospitality market is comprised of 35,968 hotel rooms (keys) of which 7,166 (+/-20%) are upscale chain scale rooms. The submarket contains 335 hotel properties with approximately 6,500 hotel rooms (keys). The average size in the submarket is 71 rooms as compared to 107 rooms per property over all of Kansas City. The upscale scale within the submarket is comprised of 959 rooms (+/-15%).

1.4.1 Kansas City - MO (USA) - Kansas City Surrounding Submarket Hotels Key Metrics

Kansas City - MO (USA) - Kansas City Surrounding Hospitality Submarket Analysis										
Occupancy					RevPAR					
53.49%					\$11.25					
Occupancy					RevPAR					
53.49%					\$11.25					
Kansas City Surrounding Submarket - Upscale Chain Scale										
Year/ Current Quarter	Room Nights (000's)	12 mo. Supply %	Demand (000's)	Occupancy	Δ in Occ.	Room Nights (000's)	12 mo. Supply %	Demand (000's)	Occupancy	Δ in Occ.
2015	2,426	2.5%	1,434	54.6%	-0.7%	271	13.8%	217	43.6%	-5.47%
2016	2,491	-0.3%	1,426	56.5%	1.9%	380	20%	245	54.2%	8.55%
2017	2,388	-4.3%	1,447	60.6%	4.0%	380	20%	245	64.0%	6.75%
2018	2,401	0.6%	1,354	56.3%	-4.2%	380	0.7%	251	60.9%	-1.54%
2019	2,381	-0.4%	1,362	56.3%	0.0%	380	0.0%	259	62.9%	3.65%
2020	2,345	-0.3%	1,017	43.4%	-13.5%	276	-1.3%	144	38.0%	-24.36%
2021	2,421	3.3%	1,357	56.3%	12.6%	380	2.0%	195	51.0%	12.49%
2022	2,451	1.2%	1,318	56.2%	0.1%	380	0.0%	219	57.0%	4.05%
2023	2,436	-0.4%	1,269	54.7%	-1.4%	380	0.0%	214	56.5%	0.48%
1-12 Mo. 2024	2,370	-2.4%	1,277	53.9%	-0.7%	380	0.0%	195	51.6%	-1.18%
10 Year Averages	2,417	-1.1%	1,311	54.9%	-0.1%	349	-18.1%	290	57.7%	-2.54%
5 Year Averages	2,353	0.2%	1,205	52.9%	-0.0%	317	0.0%	260	52.6%	-4.12%
2025	2,312	0.1%	1,261	53.2%	-1.4%	350	0.0%	290	57.0%	0.48%
2026	2,312	0.0%	1,252	51.5%	-1.7%	350	0.0%	290	57.0%	0.00%
2027	2,312	0.0%	1,217	51.3%	-0.2%	350	0.0%	290	57.0%	0.00%
2028	2,312	0.0%	1,219	51.4%	0.0%	350	0.0%	290	57.0%	0.00%
Projection Averages	2,312	0.0%	1,210	51.9%	-0.6%	350	0.0%	290	57.0%	0.0%

Source: Colliers E, 2023, compiled & updated with permission by Premier Hospitality Advisors. All rights reserved. Historical data as of 03/01/2024.

Occupancy rates for the Kansas City - MO (USA) - Kansas City Surrounding submarket are similar to the overall occupancy rates for the Kansas City - MO market. In 2020, occupancy fell by 13.6 percentage points in the submarket and 24 percentage points for the Upscale segment. The submarket and Upscale segment has recovered in the ensuing two years and are now stabilized yet still below pre-COVID levels.

1.4.2 Kansas City - MO (USA) - Kansas City Surrounding Submarket New Supply

There is modest new supply occurring within the Kansas City market comprising 3.3% of the total supply. New supply is not expected to exceed readily absorbable levels for the near future.

# of Rooms Under Construction				
Inventory Rooms	Room Nights Supply (000's)	Construction	% of Inventory	
Submarket	7,342	2,680	0	0.0%
Kansas City - MO Market	35,513	12,970	1,170	3.3%

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1.4.3 Kansas City - MO (USA) - Kansas City Surrounding Submarket Hotels ADR & RevPAR

There is no meaningful new construction forecast submarket according to Smith Travel metrics.

Kansas City - MO (USA) - Kansas City Surrounding Hospitality Submarket Analysis									
ADR					RevPAR				
\$81.79					\$10.54				
					\$126.86				
					\$79.55				
Kansas City Surrounding Submarket									
Year/ Current Quarter	ADR	Δ in ADR	RevPAR	Δ in RevPAR	ADR	Δ in ADR	RevPAR	Δ in RevPAR	
2015	\$70.89	5.5%	\$18.72	6.0%	\$100.57	3.7%	\$63.88	-4.3%	
2016	\$71.86	1.4%	\$42.28	9.2%	\$105.32	4.4%	\$67.41	5.4%	
2017	\$78.54	4.9%	\$47.54	12.5%	\$107.99	2.6%	\$68.57	1.7%	
2018	\$78.23	-0.4%	\$44.09	-7.3%	\$105.48	-1.5%	\$64.23	-6.3%	
2019	\$78.89	0.8%	\$44.91	1.9%	\$105.73	0.2%	\$66.53	3.0%	
2020	\$66.86	-12.7%	\$29.86	-33.5%	\$100.11	-5.3%	\$58.51	-41.8%	
2021	\$80.12	16.4%	\$44.86	56.2%	\$110.24	10.1%	\$67.57	45.9%	
2022	\$88.10	10.0%	\$49.49	10.3%	\$118.47	7.3%	\$67.51	20.2%	
2023	\$95.63	8.2%	\$51.29	3.5%	\$125.18	5.5%	\$71.32	5.4%	
1-12 Mo. 2024	\$91.79	5.3%	\$50.54	0.7%	\$125.86	5.0%	\$70.55	3.1%	
10 Year Averages	\$80.79	3.8%	\$44.18	3.1%	\$108.94	1.7%	\$67.41	-1.2%	
5 Year Averages	\$85.53	3.8%	\$45.57	2.6%	\$115.18	2.0%	\$58.05	-6.4%	
2025	\$98.71	5.5%	\$52.56	2.6%	\$121.88	3.8%	\$74.67	4.7%	
2026	\$101.53	2.8%	\$52.80	-0.5%	\$124.67	2.8%	\$76.76	2.8%	
2027	\$104.33	2.8%	\$53.52	2.3%	\$128.44	2.8%	\$78.91	2.8%	
2028	\$106.49	2.1%	\$54.71	2.2%	\$131.25	2.1%	\$80.57	2.1%	
Projections Averages	\$101.77	2.9%	\$51.27	0.58%	\$131.36	2.8%	\$77.71	3.5%	

Source: CoStar ©2023, compiled & reported with permission by Partner Valuation Advisors. All rights reserved. Historical data as of 03/01/2024.

The ADR experienced by the submarket and the Upscale segment show significant and meaningful improvement. After falling by 12.7% in 2020, the submarket surpassed pre-COVID levels in 2021 by 2% and reported increases in 2022 and 2023 as well. ADR is projected to increase by an average of 3.29% over the next four years. For the Upscale segment ADR fell by only 5.3% in 2020 and surpassed pre-COVID levels plus an additional 4% in 2021. Occupancy is effectively flat for the submarket and Upscale Chain Scale submarket over the next four years leading to trended RevPAR growth similar to that of ADR.

2.0 SUBJECT & COMPETITIVE LODGING MARKET ANALYSIS

2.1 Lodging Demand

Market demand for lodging is primarily driven across three segments:

1. Individual business travel;
2. Group & meetings travel;
3. Leisure travel;

Potential lodging consumers in each market segment compare alternative hospitality options according to a multitude of factors, with the primary points of comparison along one or more of the following:

- Hotel branding & loyalty programs;
- Location;
- Property amenities;
- Meeting and food & beverage options;
- Property condition;
- Average daily rate (ADR) positioning;

2.2 Competitive Set Summary

Based on discussions with hospitality professionals and a review of the Smith Travel market and submarket metrics, the prospects of a repositioning of Independence Square, as well as the demand driving factors above, I have concluded that the most competitive properties to the subject property are as follows:

PH Code	Name of Establishment	City & State	PH Code	Class	AD Date	Open Date	Rooms	Chg in Rm.	Chg in Price
0000	Stoney Creek Hotel/Independence	Independence, MO	0400	Upscale/Class	Mar 2017	Mar 2015	167	-	-
0078	Ascend Collection Unity Hotel & Conference Center	Lee's Summit, MO	0400	Upscale/Class	May 2017	Jun 2015	101	-	-
7020	Best Western Premier Liberty Inn & Suites	Liberty, MO	0400	Upscale/Class	Jul 2011	Jul 2011	112	Y	+10 (\$425)
7020	Walden Inn/Kansas City	North Kansas City, MO	0410	Upscale/Class	Dec 2020	Dec 2020	109	-	-
7042	Fairfield Inn/Kansas City North/Oakdale	Oakdale, MO	0410	Upscale/Class	Dec 2021	Dec 2021	111	Y	+11 (\$425)
7110	Holiday Inn Express/Kansas City North - Pacific	Pacific, MO	0410	Upscale/Class	Mar 2022	Apr 2022	82	Y	+10 (\$425)
Total Properties: 6									



2.3 Analysis of Competitive Set & Market Segmentation

The properties described on the following page are selected based upon similar demand generators and/or location, chain scale and service.

Stoney Creek, Independence

The Stoney Creek Hotel in Independence and most similar to potential offerings in Independence Square of any Independence property. It is located adjacent to the Bass Pro Shops and Duluth Trading and near Costco. This lodging property is located with convenient access to I-70 and I-470. It is an upscale select-service property with 167 keys built in 2015. It has a fitness center, heated indoor/outdoor pool, patio, whiskey and wine bar and meeting and event space. It caters to shoppers, groups (weddings and meetings) and to a lesser degree the Main Event, sporting events at Cable Dahmer, Royals and Chiefs. There is also a fishing pond behind the hotel. For a two-night stay June 14 and 15, the smallest room, a deluxe king, is available for \$269 per night, \$129 per night mid-week in November.

Ascend Collection Unity Hotel, Lee's Summit

This is an upscale limited-service hotel property with 90 rooms renovated and re-branded in 2017. This property is operated in support of a major religious facility and similar to Independence Square by way of the proximity of the Mormon Visitors Center and Community of Christ Church. It has been part of the Choice Hotel family for a number of years but upgraded to the Ascend brand in 2017. It has good access to MO Highway 350/US 50. It is three-miles to I-470. Unity Village is an incorporated community. This hotel is located near Summit Fair and Summit Woods shopping centers, St. Lukes Lee's Summit campus, Truman Medical Lee's Summit Campus. Hotel amenities include the Unity nine-hole golf course, hiking and

nature trails, fitness center, banquet and meeting rooms and a business center. The primary driver of this hotel is the wedding and group activity at the adjacent Unity Village wedding venue with landscaped courtyards and gardens, fountains and arches. The room rate for a standard room June 14 and 15 is \$185 per night. A mid-week November rate is \$135 per night.

Best Western Premier, Liberty

The Best Western Premier is a 72-room upscale limited-service facility built in 2021. This was selected as the newest Upscale property in Kansas City's eastern suburbs. It has a bar/lounge, indoor pool with a waterslide and waterfall, fitness center and a spa room. It is near Worlds of Fun/Oceans of Fun, Liberty Hospital and William Jewell College. This property is located with good access to and from I-35 and caters to business and leisure travelers and shoppers for the nearby Liberty Triangle and Shovel Creek shopping centers. The June 7 and 8 refundable rate is \$200 per night and the mid-November rate is \$129 per night.

Aloft Hotel, North Kansas City

This Marriott brand is an upscale select-service property built in 2020. This is a suburban property within a mixed-use development and nearby major attractions like the Harrah's Casino, Rabbit Hole museum, and it's part of a mixed-use development. It has 100 rooms located within the One North redevelopment in North Kansas City. Aloft North Kansas City has good access to I-35. It offers a limited restaurant and bar area, fitness center, meeting space, and an indoor pool. One North includes the corporate headquarters and flagship store of Meierotto Jewelers. Construction on this project began approximately eight years ago and in addition to Meierotto and the aloft, there is an Element hotel, two new apartment projects totaling 515 units, Genesis Health Club and soon a grocery store and additional pad sites and restaurant options. Lodging at this location will also serve North Kansas City Hospital, the nearby casinos, and a new museum offering, the Rabbit Hole. The room rate for a double room on June 7 and June 8 is \$216 per night, non-refundable prepaid. The mid-week prepaid and non-refundable rate for November is \$144 per night.

Fairfield Inn Linden Square, Gladstone

The Fairfield Inn at Linden Square is an upper midscale limited-service hotel constructed in 2021. It is located within a gentrifying area of Gladstone that now has multifamily, office and retail mixed use. It has 111 rooms. This property is not located near any interstate thus less likely to attract transient travelers. It does offer a bar for guests, a fitness center, indoor pool and some meeting space. The room rate for a standard room on June 7 and 8, prepaid and non-refundable is \$202. The midweek November rate is \$116 per night.

Holiday Inn Express Creekside, Parkville

This is an upper midscale limited-service hotel with 92 rooms completed in 2022. Creekside is a new green-field mixed use development. Group travel is the primary driver for this property as it would be for Independence Square. This property has a pet walking area on site, an outdoor pool, 24-hour fitness area, and one meeting room. This property is located with easy access to and from I-435. Creekside offers three rental property options, traditional garden apartments, flats, and townhomes. There are also three separate for sale developments. Creekside has six state of the art competitive baseball fields which host numerous tournaments for baseball and softball. It is also near Downtown Parkville and Park University. There are no rooms available during the weekend during May, June, or July. Mid-week rates in June are \$212 per night. Mid-week rates in November are \$113 per night.

These properties include limited and select service and upper midscale and upper scale segments. In reviewing these hotel properties and their offerings I envision a hotel in Independence Square that caters to the Santacaligon days celebration, visitors to the nearby museums and cultural attractions, group demand from fraternal and religious organizations as well as family reunions and weddings.

The operational information of each of these comparables is aggregated in the Smith Travel Research exhibits in the following pages. Smith Travel limits the information available based upon the brand and the number of rooms so that it does not disclose anything that could specifically be attributed to one property or one brand. Thus, I have occupancy, ADR and RevPAR information for 2022 and 2023, trailing 12 months through January 2024.



2.3.1 Monthly and Daily Performance of Competitive Set

A review of the aggregate and average statistics of the competitive set indicates daily occupancy metrics which indicate June and July as the highest occupancy month and Friday and Saturday as the highest occupancy days. Occupancy ranges for the set are from 38.6% in December 2023 to 72.5% in June 2023. The average for 2023 was 56.4%. The occupancy of the competitive set is relatively consistent with that of the Kansas City Surrounding Market entire submarket and the Upscale segment which were 54.7% and 56.5% respectively. As hotel operators and developers know, there are far more slow days in slow months than there are high occupancy days in June and July. Thus, the average occupancy trends closer to the Wednesday and Thursday average and the March and April average.

Three Year Occupancy (%)								Total Year
	Sun	Mon	Tue	Wed	Thu	Fri	Sat	
Jan 21 - Dec 21								
Jan 22 - Dec 22	38.9	42.5	48.1	51.6	52.8	67.0	73.3	53.5
Jan 23 - Dec 23	42.5	45.8	51.7	54.6	55.0	69.8	75.5	56.4
Total 3 Yr	40.0	42.2	46.9	49.6	51.5	66.4	73.4	52.9

Occupancy (%)								Total Month
	Sun	Mon	Tue	Wed	Thu	Fri	Sat	
Jan - 23	37.3	51.5	36.7	36.2	32.0	46.0	55.1	38.6
Feb - 23	36.6	38.3	46.4	46.9	39.8	60.4	64.0	47.5
Mar - 23	38.4	46.5	53.5	57.9	54.0	71.5	73.4	56.9
Apr - 23	32.7	46.2	54.9	55.9	60.4	78.4	80.4	58.3
May - 23	48.1	38.7	47.6	47.9	46.9	77.0	83.9	54.7
Jun - 23	43.2	61.0	71.5	74.6	77.2	85.5	90.1	72.5
Jul - 23	53.1	57.8	58.4	65.6	77.8	89.4	89.4	69.9
Aug - 23	37.3	52.8	60.9	60.2	58.9	74.0	83.2	60.9
Sep - 23	54.2	51.3	59.7	66.6	67.8	75.1	85.0	66.6
Oct - 23	48.5	50.2	54.4	65.7	60.3	77.1	85.1	61.9
Nov - 23	35.0	42.2	42.8	42.9	44.3	56.3	59.3	45.9
Dec - 23	44.9	34.8	36.1	37.0	36.9	47.7	55.3	42.5
Total Year	42.5	45.8	51.7	54.6	55.0	69.8	75.5	56.4

A review of these metrics indicates that the competitive set demand is driven by both leisure and group travel. Hotel properties that rely on business travel and conventions will see higher rates and occupancy on Tuesday, Wednesday and even Thursday. The competitive set is not driven by business or convention demand. Occupancy and ADR metrics remain highest on Friday and Saturday nights, there is still moderate demand on Tuesday through Thursday nights. Demand for the competitive property set appears weakest on Sunday and Monday nights. ADRs follow the same pattern.

The exhibit on the following page tracks the occupancy, ADR, RevPAR, supply and demand for the competitive set. Since some of the properties were not yet reporting at the start of the analysis STR does not provide information on the entire set until June 2022.

Date	Occupancy		ADR		RevPAR		Supply		Demand		Geos & Sample %		
	This Year	% Chg	This Year	% Chg	This Year	% Chg	This Year	% Chg	This Year	% Chg	Census Propt	Census Rooms	% Rooms STAR
Jan 21											3	317	100.0
Feb 21											3	317	100.0
Mar 21											3	317	100.0
Apr 21											3	317	100.0
May 21											3	317	100.0
Jun 21											3	317	100.0
Jul 21	54.6		127.47		71.09		12,090		6,826		4	300	100.0
Aug 21	49.1		125.63		63.21		12,090		5,926		4	300	100.0
Sep 21	50.8		122.48		68.56		11,870		6,827		4	300	100.0
Oct 21	61.6		131.60		81.06		12,090		7,430		4	300	100.0
Nov 21	47.2		125.47		58.19		11,870		5,505		4	300	100.0
Dec 21	42.6		134.28		52.95		15,500		6,854		5	500	100.0
Dec YTD 2021													
Jan 22	57.6		123.21		46.30		15,500		5,834		5	500	100.0
Feb 22	44.7		124.29		55.53		14,000		6,208		5	500	100.0
Mar 22	51.5		116.84		66.12		15,500		7,376		5	500	100.0
Apr 22	51.2		125.66		64.30		17,700		9,286		6	582	100.0
May 22	54.3		127.52		69.27		18,382		9,969		6	582	100.0
Jun 22	63.9		129.06		82.50		17,700		11,351		6	582	100.0
Jul 22	66.7	21.3	134.45	5.5	89.63	28.6	18,382	52.2	12,234	64.7	6	582	100.0
Aug 22	55.8	13.1	123.24	-4.2	68.81	8.4	18,382	52.2	10,202	72.2	6	582	100.0
Sep 22	56.7	3.4	127.61	4.2	74.90	7.7	17,700	40.2	10,426	87.3	6	582	100.0
Oct 22	59.5	-3.4	129.51	-1.8	77.11	-4.9	18,382	52.2	10,926	47.1	6	582	100.0
Nov 22	48.5	-2.7	119.86	-4.4	58.15	-1.8	17,700	52.2	8,808	56.3	6	582	100.0
Dec 22	45.8	7.5	115.25	-4.9	54.14	2.3	18,382	15.4	8,433	27.2	6	582	100.0
Dec YTD 2022													
Jan 23	53.5		125.85		67.37		207,800		111,758				
Feb 23	38.6	2.8	111.81	-9.2	43.15	-4.8	18,382	15.4	7,377	21.8	6	582	100.0
Mar 23	47.5	6.3	115.35	-4.8	56.20	1.2	16,576	15.4	7,871	25.8	6	582	100.0
Apr 23	56.8	10.8	128.82	10.3	73.31	21.8	18,382	15.4	10,644	30.8	6	582	100.0
May 23	58.3	14.3	136.89	8.8	78.89	23.9	17,700	0.0	10,354	14.3	6	582	100.0
Jun 23	54.7	0.8	130.61	2.8	75.67	2.6	18,382	0.0	10,002	0.8	6	582	100.0
Jul 23	72.5	13.4	130.84	0.1	99.38	20.3	17,700	0.0	12,870	13.4	6	582	100.0
Aug 23	69.8	4.8	144.90	7.5	100.87	12.7	18,382	0.0	12,824	4.8	6	582	100.0
Sep 23	60.9	9.5	126.64	2.8	77.15	12.7	18,382	0.0	11,185	9.5	6	582	100.0
Oct 23	66.8	13.5	134.96	5.8	88.62	20.0	17,700	0.0	11,833	13.5	6	582	100.0
Nov 23	41.8	-6.3	133.00	2.7	82.31	8.8	18,382	0.0	11,388	-6.3	6	582	100.0
Dec 23	45.8	-5.2	115.70	-1.1	54.51	-8.3	17,700	0.0	8,156	-5.2	6	582	100.0
Dec 23	42.5	-1.1	119.82	1.4	57.02	-5.6	18,382	0.0	7,308	-1.1	6	582	100.0
Dec YTD 2023													
Jan 24	56.4	0.3	129.87	3.4	73.27	8.8	215,080	4.0	121,818	9.5			
Feb 24	55.4	0.3	129.87	3.4	73.27	8.8	215,080	4.0	121,818	9.5			

Shown below, ADR is tracked by month and day of the week. As expected, Friday and Saturday nights and June and July report the highest ADR. The competitive set indicates the highest ADR to fall on a Saturday night in June. The current quoted rates for the competitive set are from \$202 to \$269 per night for a June weekend and from \$113 to \$144 per night for a November mid-week. The daily and monthly information provided below supports the current rates. Thus, the annualized average daily rate trends much closer to the mid-November mid-week rates.

Three Year ADR								Total Year
Jan 21 - Dec 21	Sun	Mon	Tue	Wed	Thu	Fri	Sat	
Jan 22 - Dec 22	117.01	113.46	115.96	118.11	118.93	137.53	142.56	125.66
Jan 23 - Dec 23	122.89	113.73	115.71	119.33	125.16	144.50	151.43	129.97
Total 3 Yr	119.69	113.96	115.74	118.90	121.16	138.90	144.44	126.92

ADR								
Jan - 23	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Total Month
Feb - 23	116.35	108.94	111.84	110.32	108.79	126.11	132.43	118.36
Mar - 23	109.39	114.28	115.20	122.28	130.43	143.84	144.83	128.82
Apr - 23	121.88	114.60	120.52	129.93	138.15	153.45	151.48	136.69
May - 23	124.03	116.00	117.61	113.22	116.99	147.24	153.72	130.01
Jun - 23	122.77	120.12	125.72	127.68	132.43	160.45	160.49	136.94
Jul - 23	130.68	116.02	117.70	130.94	141.34	168.96	175.70	144.50
Aug - 23	114.27	111.00	117.22	117.55	116.17	141.42	154.68	126.64
Sep - 23	123.16	116.71	117.68	119.13	128.87	149.66	160.34	134.96
Oct - 23	130.15	111.29	115.09	124.18	131.64	149.23	158.41	133.00
Nov - 23	114.67	117.40	110.66	111.16	113.88	128.63	129.67	118.70
Dec - 23	137.42	109.11	105.57	102.85	105.67	122.27	133.35	119.92
Total Year	122.89	113.73	115.71	119.33	125.16	144.50	151.43	129.97

RevPAR follows the same trends as occupancy and ADR. To be clear, I am not suggesting that RevPAR is the sum total of all of the revenue a property will generate. There are several other categories that are included in a hospitality property profit and loss in addition to room revenue. This includes meetings, banquet revenue, food and beverage, and other incidentals. These line items are significantly greater in a full-service property and can be significant for select service properties. Limited-service hotels will have modest income from other sources.

RevPAR								Total Month
Jan - 23	Sun	Mon	Tue	Wed	Thu	Fri	Sat	
Feb - 23	42.65	41.70	51.86	51.77	43.28	77.36	84.75	66.20
Mar - 23	42.03	53.13	61.65	70.85	70.40	102.79	106.30	73.31
Apr - 23	39.89	52.93	66.15	72.62	83.46	120.37	121.81	79.69
May - 23	59.06	44.89	55.99	54.19	54.86	113.39	129.03	71.07
Jun - 23	53.09	73.24	89.91	96.22	102.25	128.65	144.63	99.28
Jul - 23	69.38	67.05	68.70	85.96	110.00	151.07	157.01	100.97
Aug - 23	42.61	58.88	71.38	70.80	68.48	104.63	128.75	77.18
Sep - 23	66.79	59.87	70.30	79.31	87.33	112.32	136.34	89.92
Oct - 23	63.14	55.89	62.62	81.80	79.38	115.11	134.75	82.31
Nov - 23	40.14	49.51	47.33	47.65	50.40	72.36	76.91	54.61
Dec - 23	61.74	38.02	38.16	38.05	38.55	58.27	73.76	51.02
Total Year	52.27	52.12	59.77	66.15	68.83	100.84	114.36	73.27

Three Year RevPAR								Total Year
Jan 21 - Dec 21	Sun	Mon	Tue	Wed	Thu	Fri	Sat	
Jan 22 - Dec 22	45.56	48.18	55.79	61.00	62.83	92.18	104.53	67.27
Jan 23 - Dec 23	52.27	52.12	59.77	65.15	68.83	100.84	114.36	73.27
Total 3 Yr	47.88	48.04	54.28	58.62	62.37	92.22	106.95	67.10

3.0 TRADE AREA CHARACTERISTICS

The following exhibits provide relevant demographic and spending metrics. These metrics offer additional color to the information for the Kansas City area hospitality market as well as the Kansas City Surrounding Hospitality submarket and the upscale chain scale sector. ESRI provides figures based upon the number of businesses and employees in a business sector, projected travel and entertainment spending total and by household, the percent change in related spending, and ranking of the Geos I have described and studied for each of the land uses considered in the Independence Square market study.



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C

APPENDIX

RESHAPING THE SQUARE

PARKING MEMO

Redevelopment spurs increased traffic and concerns of how users will access the new development. Parking was identified as a key component which was analyzed within the Square. **Appendix C** outlines existing conditions and the opportunities that are available to help support redevelopment as it occurs.



MEMO

To:	City of Independence, Missouri
From:	Kurt Rotering, PE, PTOE Jeremiah Connealy, III
RE:	Independence Square Parking Study
Date:	August 21, 2024
Olsson Project #:	023-02374

1. Introduction and Objective

This memorandum summarizes a review of existing parking characteristics within the downtown area (Independence Square) of the City of Independence, Missouri, as requested by city staff. The purpose of the project was to review existing public and private parking capacity and restrictions within downtown, determine if the existing parking capacity is appropriate based on a review of existing conditions, and provide recommendations for future development parking needs.

2. Data Collection

Existing parking conditions were reviewed via Google Earth imagery and field verified for accuracy. The project area identified for parking review is generally surrounded by Truman Road to the north, Pleasant Street to the west, Walnut Street to the south, and Noland Road to the east. A vicinity map is provided in **Figure 1**, attached to this memorandum.

2.1. Desktop Review

A desktop review was conducted to document parking areas within Independence Square. Parking stalls were divided into two categories: parking lot and on street. Areas of pavement which could provide parking but were abandoned and had no dedicated striping or signing were omitted, therefore this memorandum provides a conservative estimate of available parking. A total of 2,057 parking lot stalls and 720 on street parking stalls were recorded for a total of 2,777 stalls within Independence Square. **Figure 2** attached to this memorandum illustrates number of available stalls in parking lots or on street.

2.2. Field Review

Following the desktop review, a field review was conducted to verify the initial parking results and to determine types of dedicated parking (parking restrictions) within Independence Square. The field review was conducted on October 18, 2023. The field review consisted of conducting an inventory of parking regulatory signs, by documenting signs on a map and photographing each sign. Parking areas were identified as public or private, with parking restriction noted (no restriction, 15 minute, 30 minute, 2 hour, 4 hour, and handicap stalls). A summary of parking type by restriction is provided in **Table 1** and in **Figure 3** attached to this memorandum. Field note worksheets are provided with this memorandum. Images from the sign inventory are available upon request.

Table 1 – Existing Parking Summary

Parking Type	Regular Stalls	Handicap Stalls	Total
15 Minute	6	2	8
30 Minute	29	2	31
2 Hour	532	14	546
4 Hour	50	4	54
No restriction	977	35	1,012
Private	1,094	32	1,126
Total	2,693	89	2,777

3. Parking Needs

The City of Independence Code of Ordinances was referenced for zoning and parking requirements to assist in determining if the current available parking is adequate to support current development within the Independence Square.

3.1. City Requirements

Current land use zones within Independence Square were documented. The majority of the study area is C-2 General Commercial which refers to retail and service land uses. The remainder of the area supports C-2 Household Living, I-1 Industrial, R-30 PUD High Density Residential, and O-1 Office-Residential Mix. The City Zoning Map is attached to this memorandum.

Parking requirements are based on the type of development within each identified land use zone. Some examples of development type noted in the area (and required parking) include residential (1 per dwelling unit), library/cultural exhibit (2.5 per 1,000 square feet), general office (3.5 per 1,000 square feet) and general retail (4 per 1,000 square feet).

3.2. Analysis

Referencing the current land use zoning and parking requirements from the City of Independence Code of Ordinances, existing parking requirements were estimated for the study area. Several of the existing development types have parking requirements based on number of seats. For these development types, parking rates were estimated, thus the parking requirement presented may be a conservative estimate. Based on this methodology, the estimated total number of dedicated parking stalls needed within Independence Square is 3,145 stalls.

The required parking number was further refined by referencing City Code Section 14-501-03 Historic Square. This code reduces the number of required stalls within the densest portions of downtown with a stipulation stating that 4,000 square feet of gross floor area for all developments within the historic square can be removed from the parking requirement. Therefore, all retail shops of 4,000 square feet or less do not require dedicated parking stalls. Consideration of this code would reduce the number of required parking stalls by approximately 1,124 stalls, reducing the total number of required stalls to 2,021.

The required number of ADA stalls is based on the uniform Federal Accessibility Standards and a table of required parking stalls is outlined in the City Code. ADA stalls make up approximately 3.2% of provided parking stalls with an average of 1 ADA stall per 31 regular stalls. ADA requirements were not reviewed

for individual developments, however based on the total numbers for the downtown square accessibility is expected to meet standards.

Based on this review, the existing number of parking stalls in Independence Square meets city code requirements. The land use assumption worksheets are attached to this memorandum.

3.3. Summary and Recommendations

Based on a review of the collected parking data, the number of dedicated stalls within Independence Square sufficiently satisfies existing City Code requirements. No additional private or public parking lots are needed at this time.

As new development or redevelopment occurs, city code should be followed to determine the number of parking stalls that are required.

FIGURE 1
Independence, MO
Vicinity Map

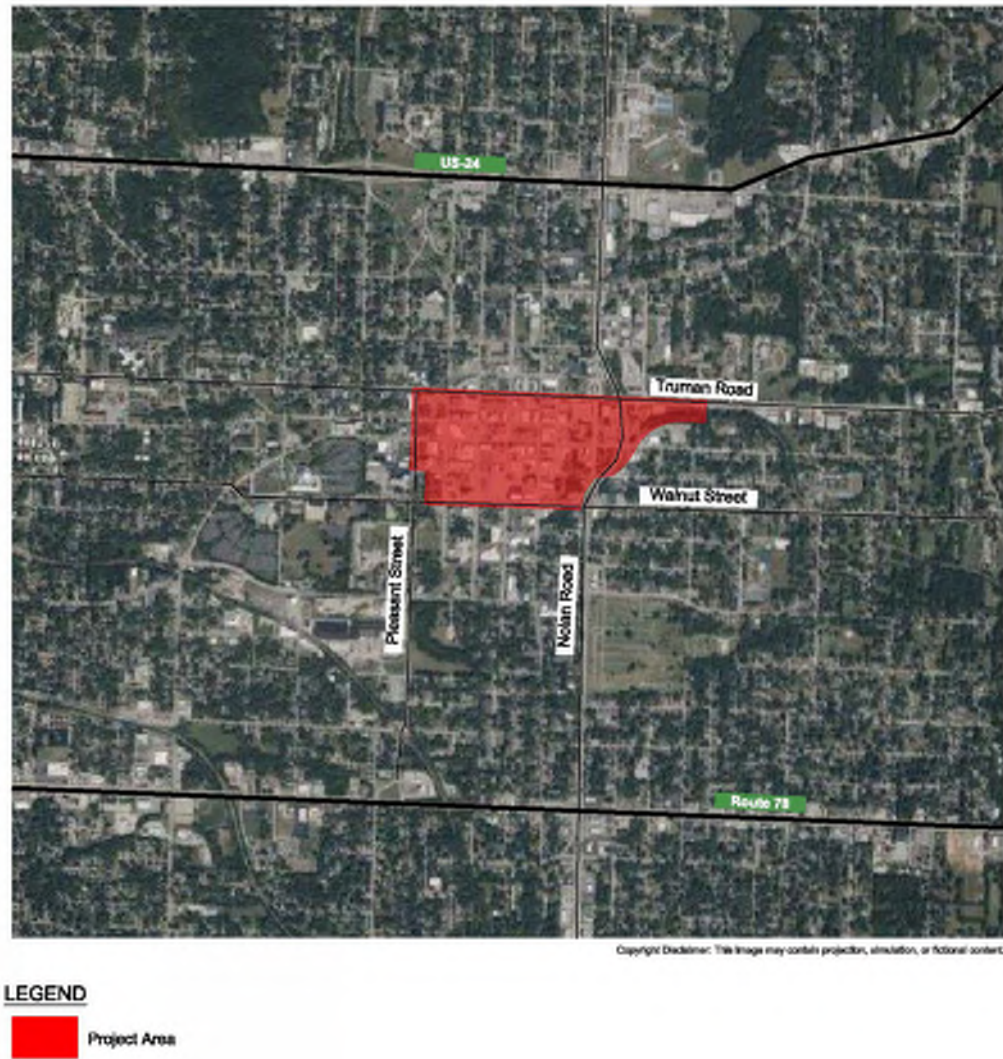


FIGURE 2
Parking Map

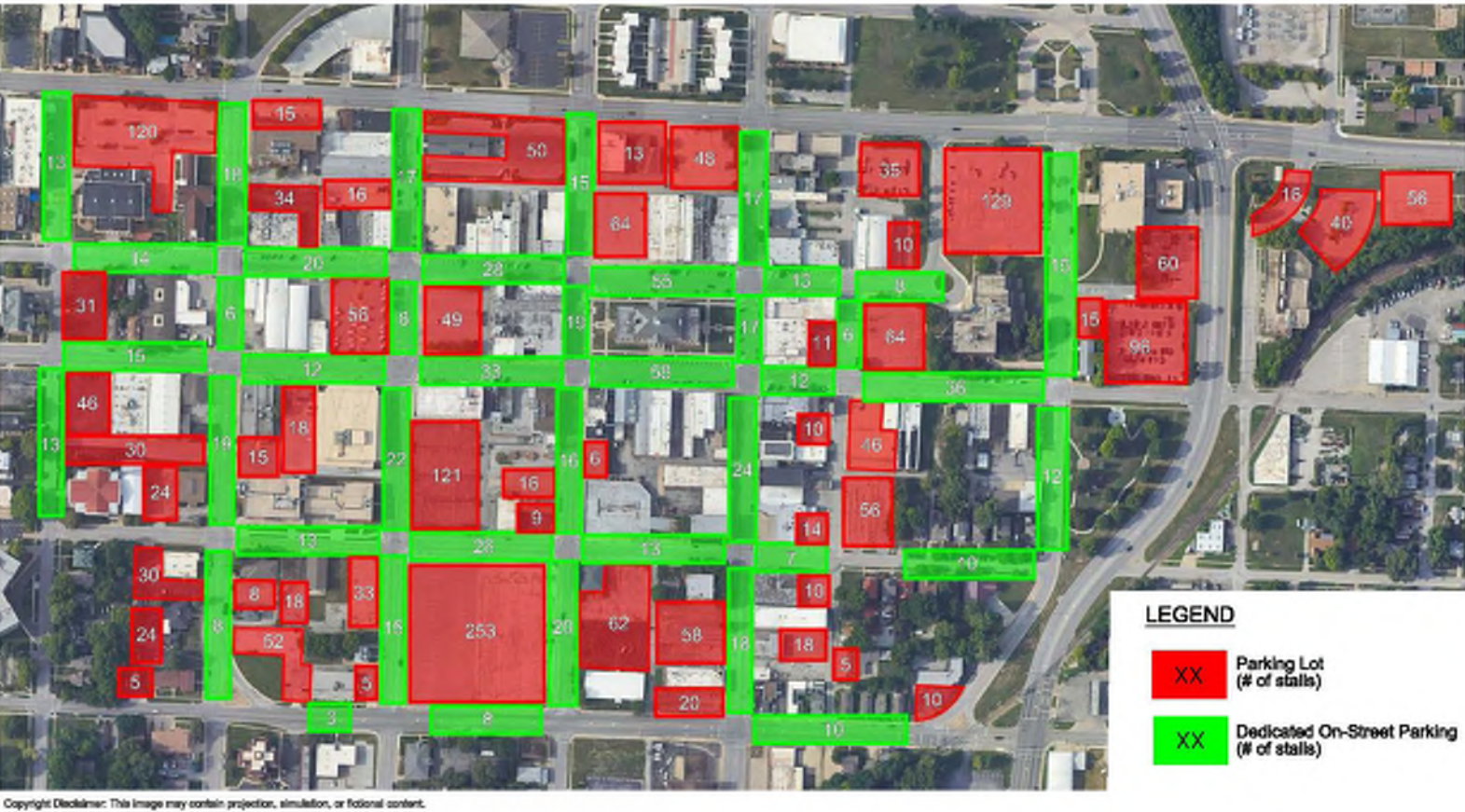
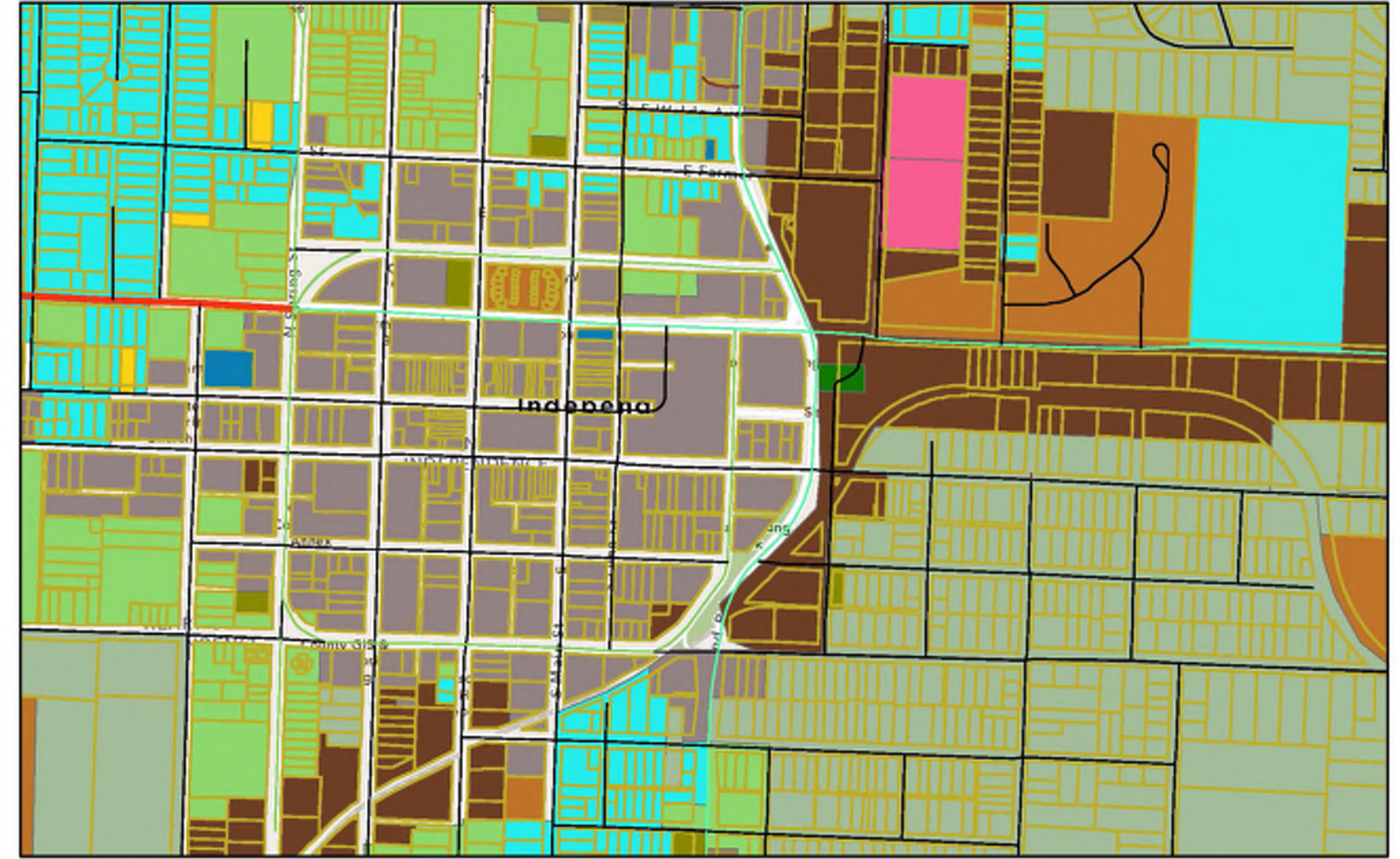


FIGURE 3
Parking Restrictions



Copyright Disclaimer: This image may contain projection, simulation, or fictional content.

City of Independence Zoning



8/21/2024, 2:54:31 PM

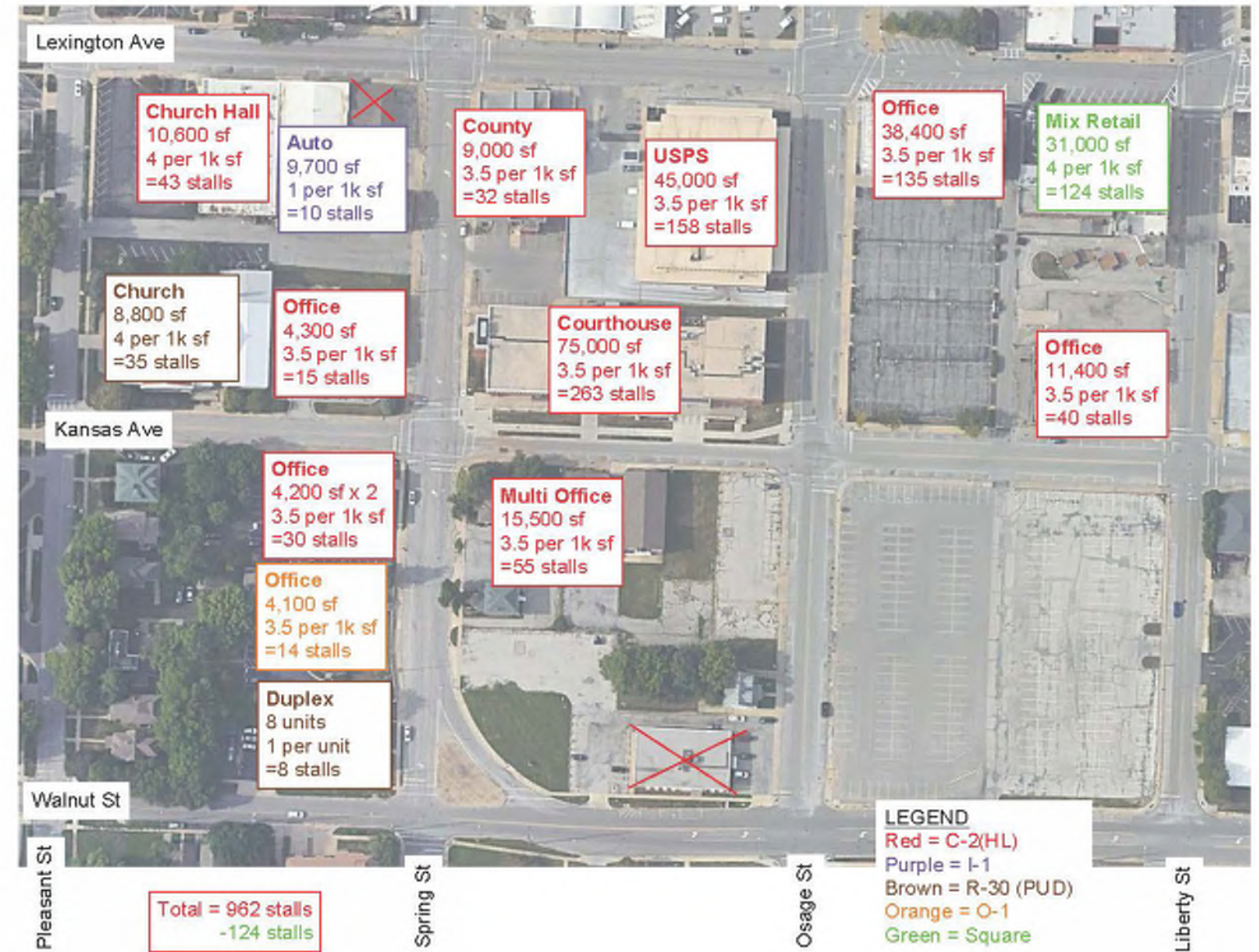
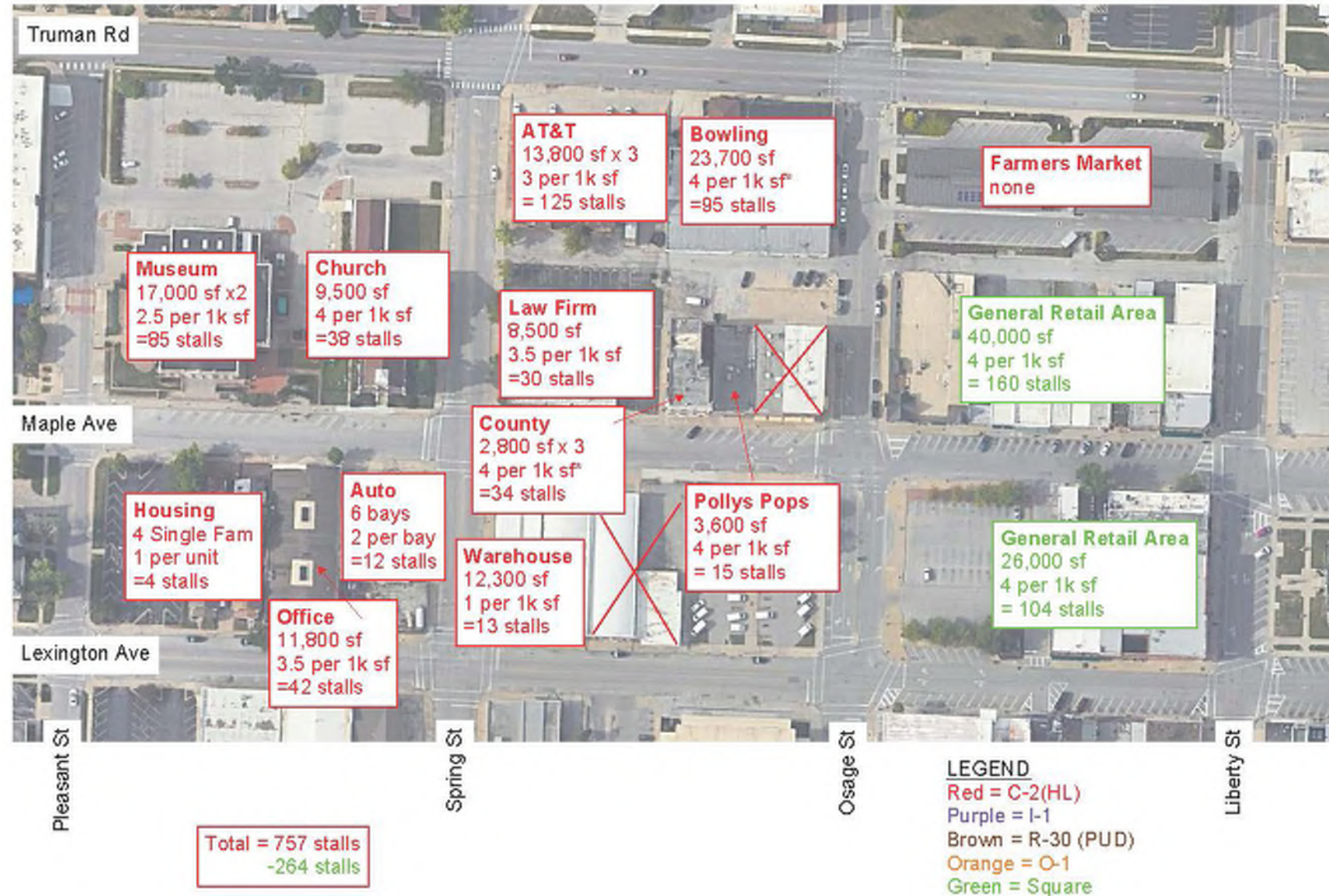
Zoning Districts

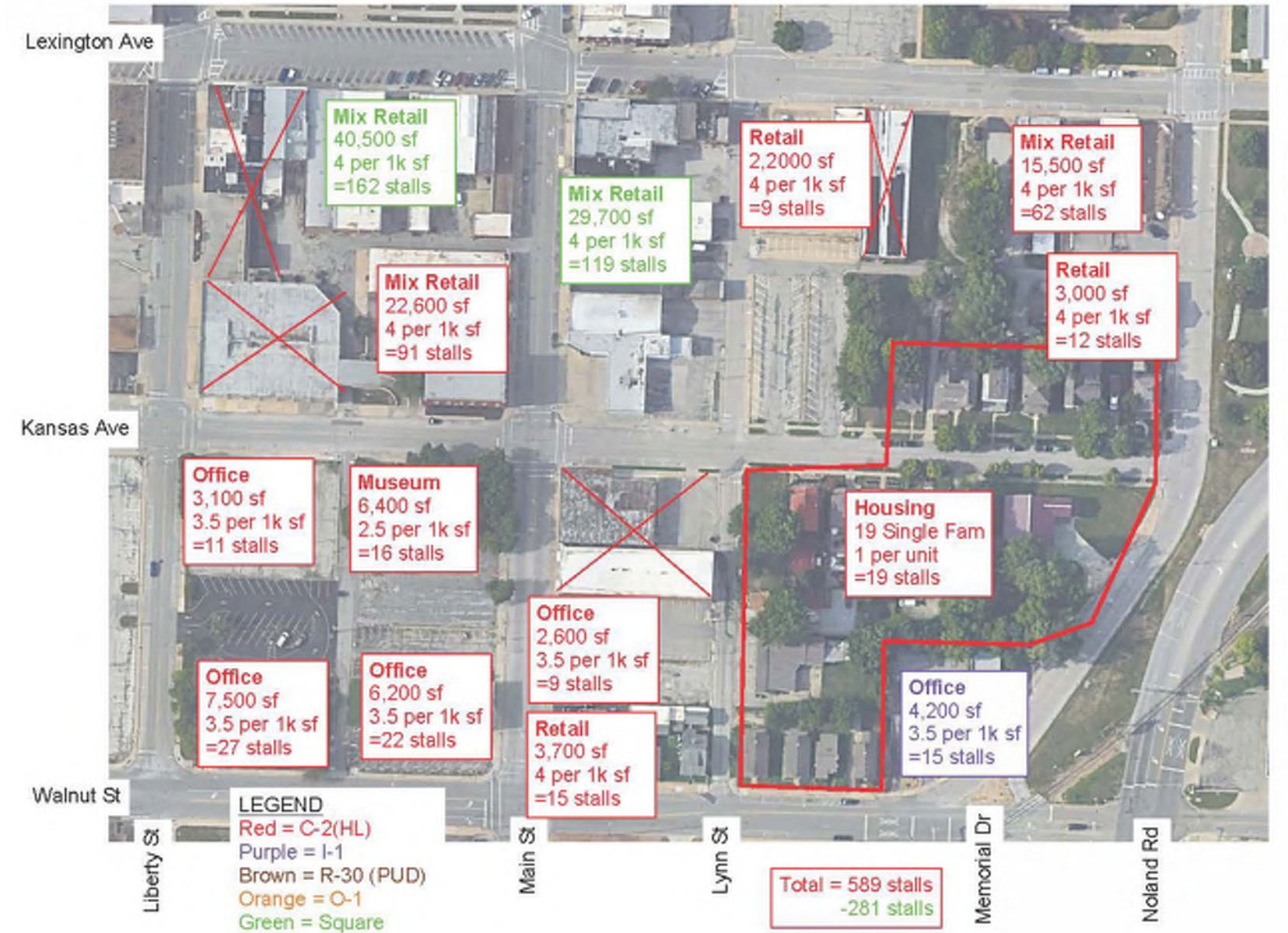
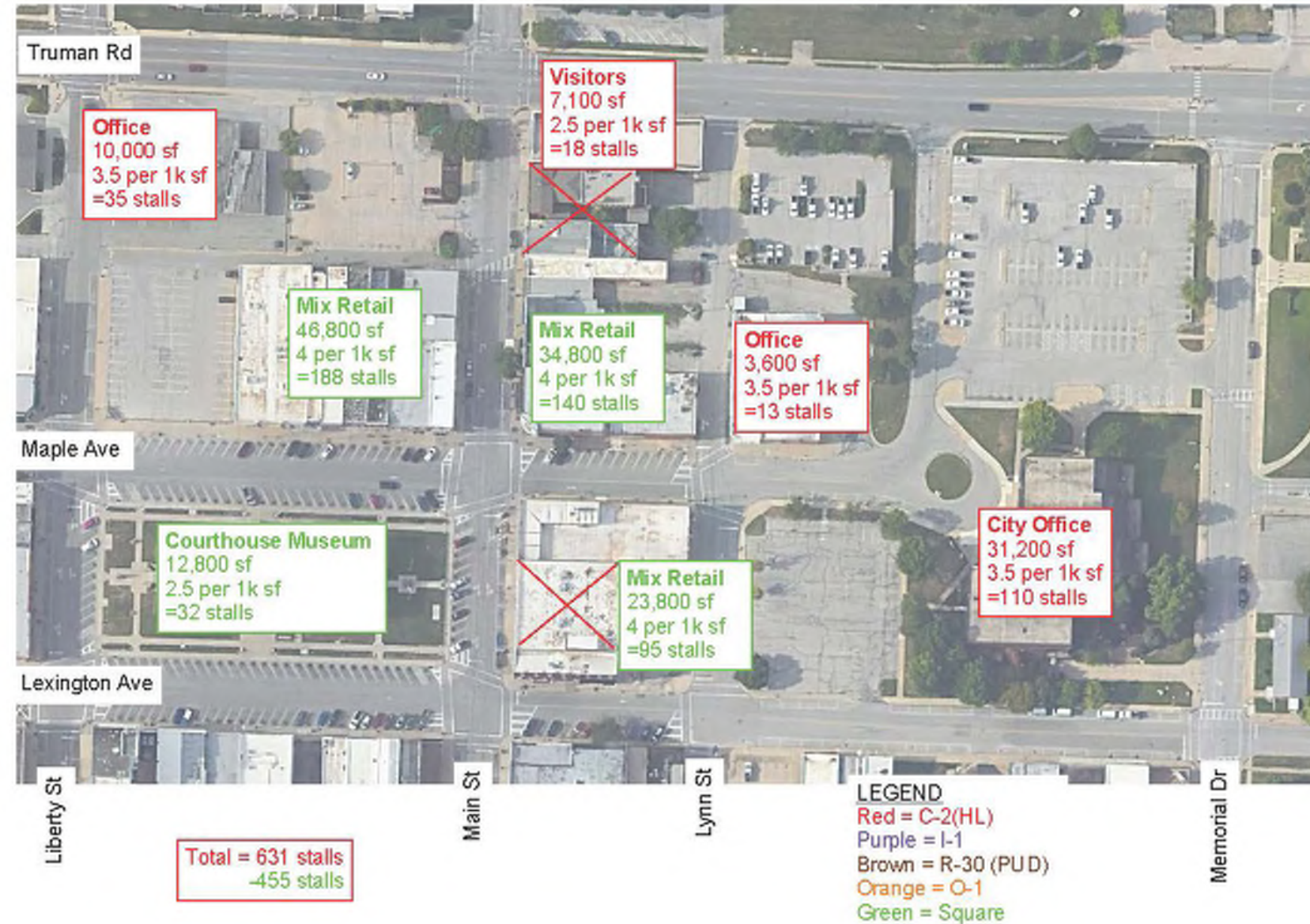
- Green: C-1 - Office
- Light Green: P-10 - Residential, 10 Dwelling Units/Acre, 2 Unit, Multiple Dwelling
- Brown: C-2 - General Commercial
- Dark Brown: P-10M - Residential, 12 Dwelling Units/Acre, 2 Unit, Multiple Dwelling
- Blue: C-3 - General Commercial
- Light Blue: P-10M - Residential, 12 Dwelling Units/Acre, 2 Unit, Multiple Dwelling
- Dark Blue: C-4 - General Commercial
- Light Blue: P-10M - Residential, 12 Dwelling Units/Acre, 2 Unit, Multiple Dwelling
- Orange: C-5 - General Commercial
- Light Orange: P-10M - Residential, 12 Dwelling Units/Acre, 2 Unit, Multiple Dwelling
- Pink: C-6 - General Commercial
- Light Pink: P-10M - Residential, 12 Dwelling Units/Acre, 2 Unit, Multiple Dwelling
- Yellow: C-7 - General Commercial
- Light Yellow: P-10M - Residential, 12 Dwelling Units/Acre, 2 Unit, Multiple Dwelling

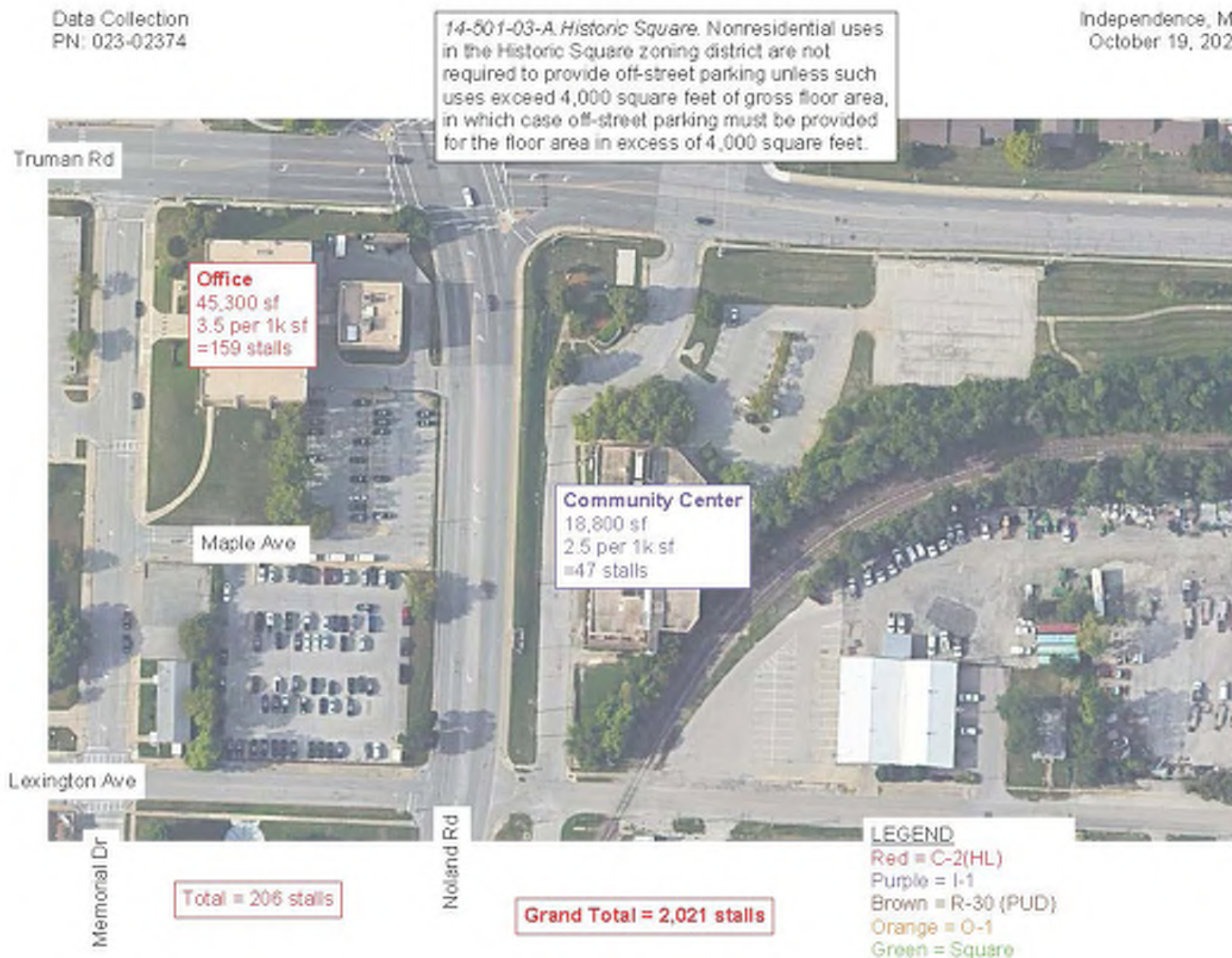
1:9,028
0 0.05 0.1 0.2 mi
0 0.07 0.15 0.3 km

Esri Community Maps Contributors, City of Independence MO, Kansas City, MO, Jackson County, MO, Missouri Dept. of Conservation, Missouri DNR, ©

City of Independence

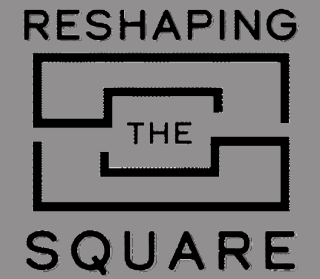






D

APPENDIX



UTILITY PLANS

The redevelopment plan was overlay-ed with the aging utility infrastructure within the Square to understand critical improvement areas. The preliminary improvements for sanitary sewer, storm sewer and water lines were identified within the key redevelopment areas. **Appendix D** outlines the locations of those improvements that guide the *Master Economic Plan* recommendations.



222 | **Reshaping the Square:** *Independence, Missouri Redevelopment Plan*

FIGURE D.02 - ZONE 2



FIGURE D.03 - ZONE 3

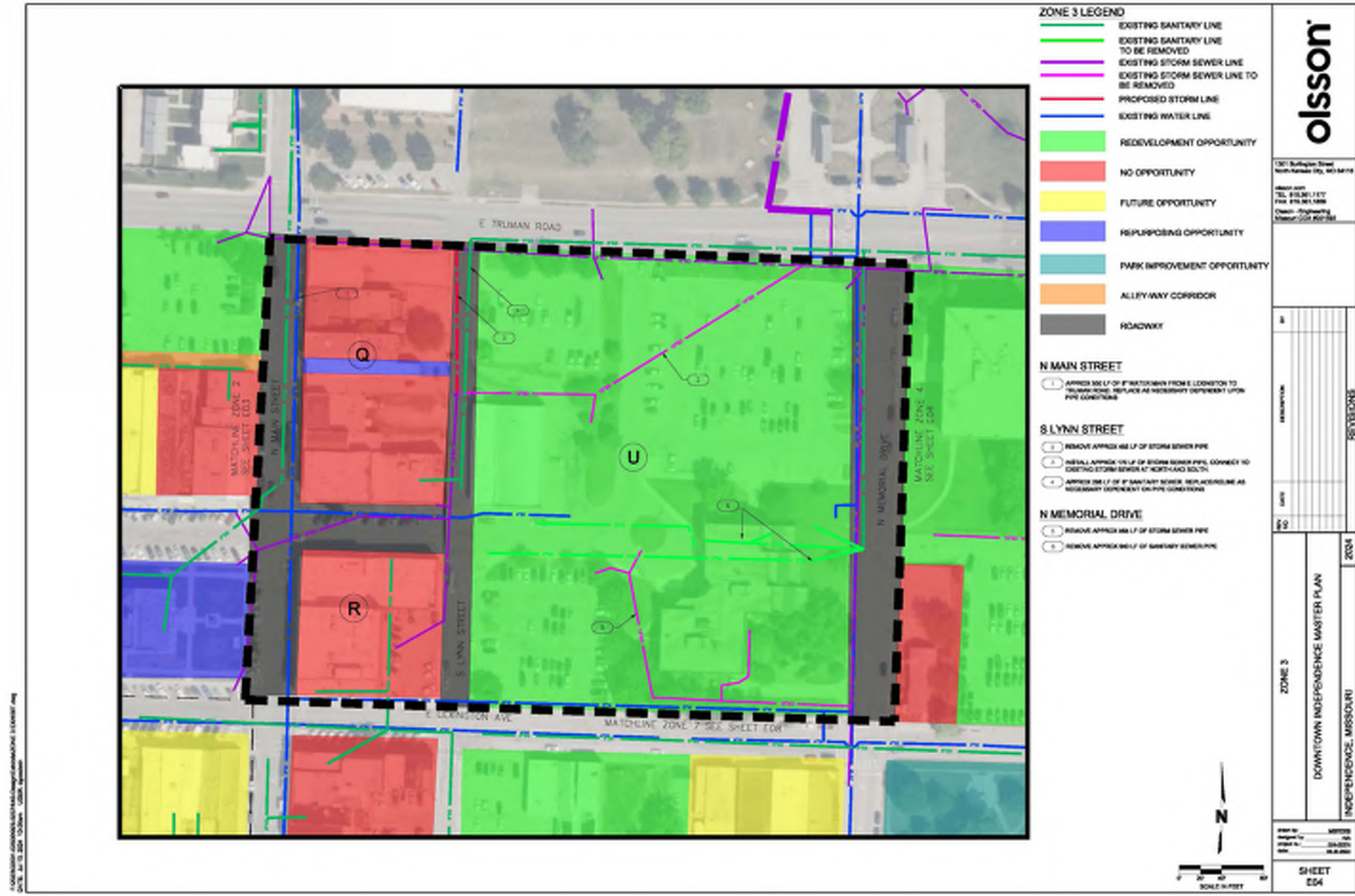


FIGURE D.04 - ZONE 4

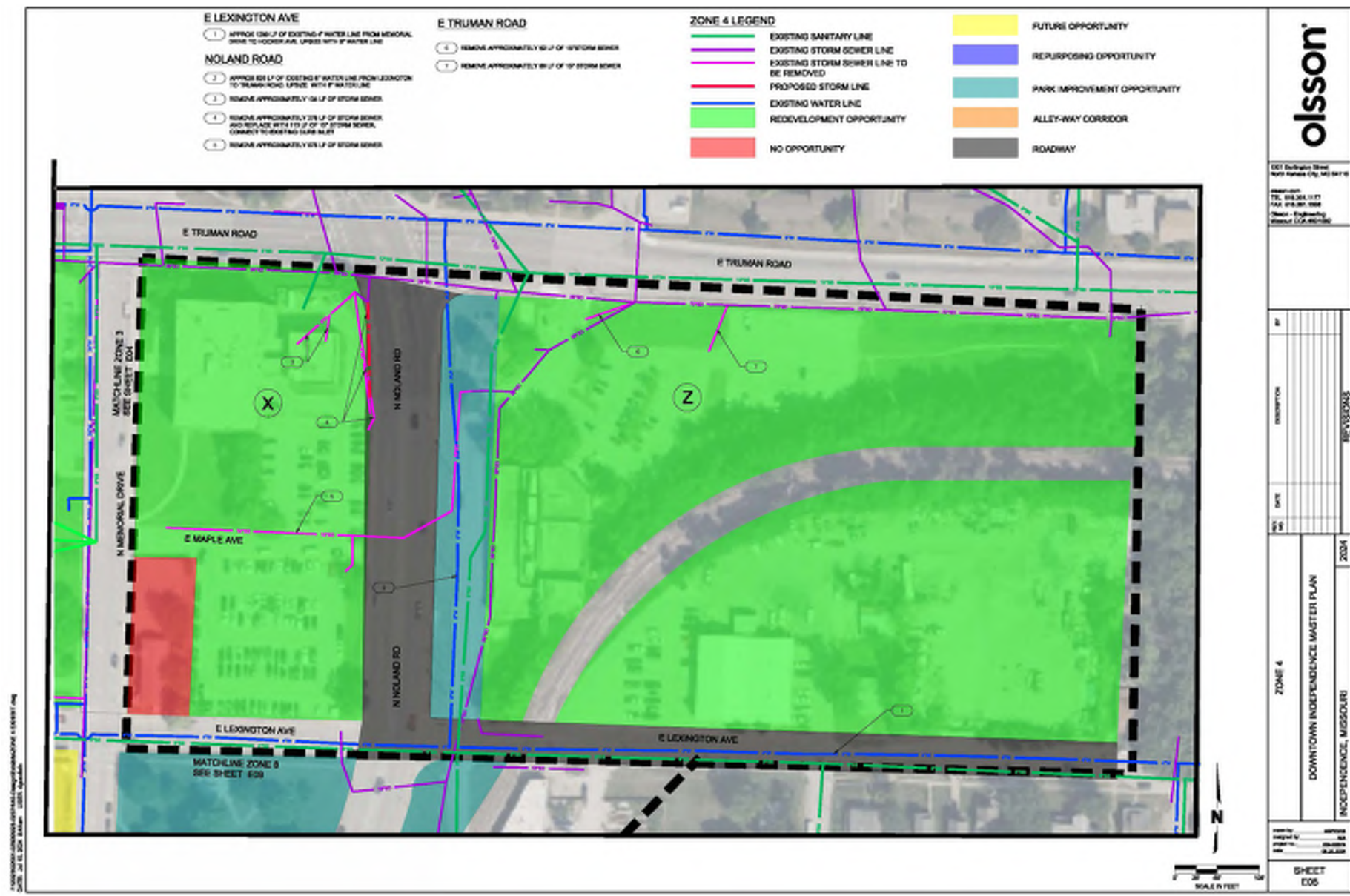


FIGURE D.05 - ZONE 5

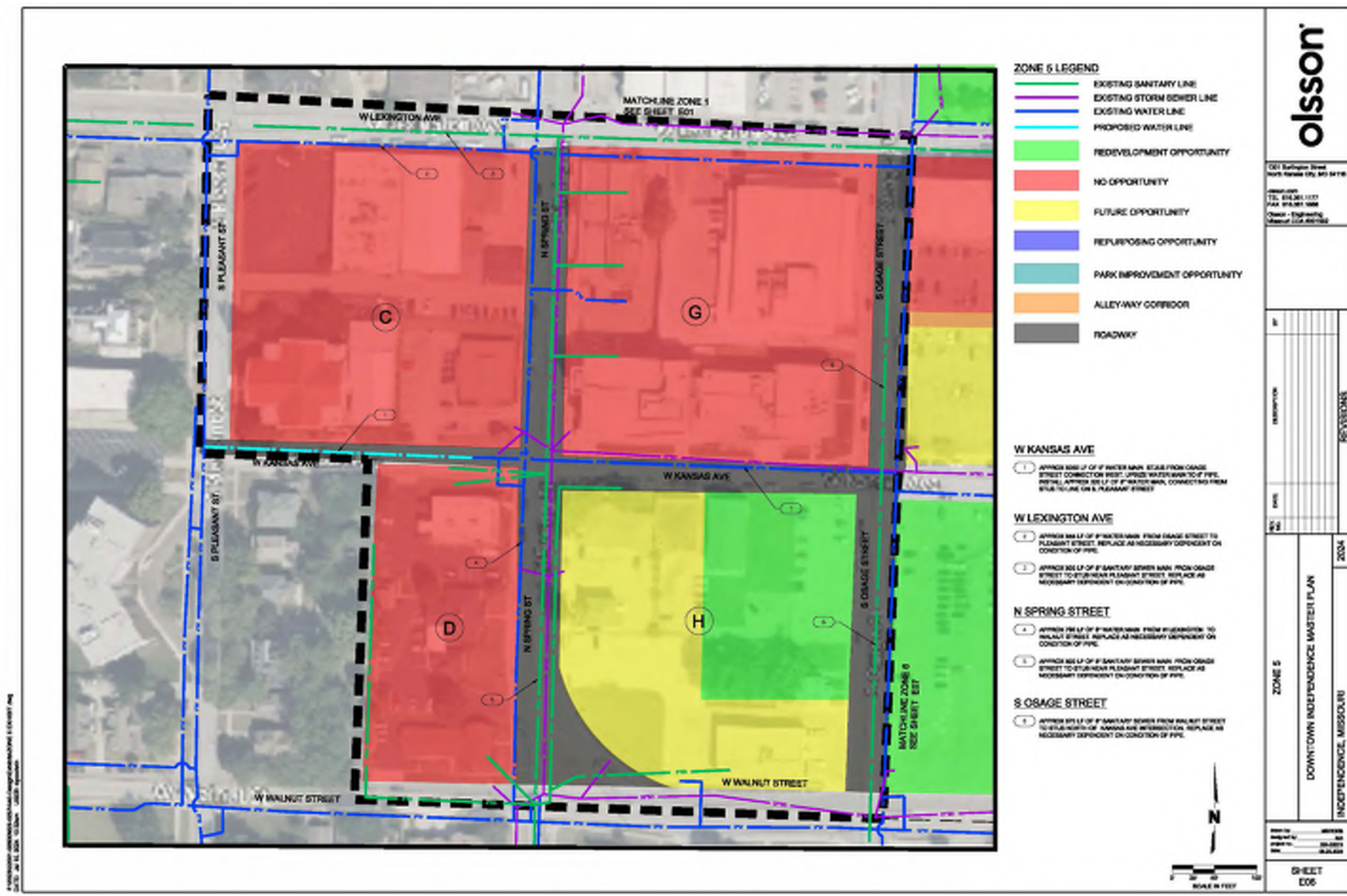


FIGURE D.06 - ZONE 6

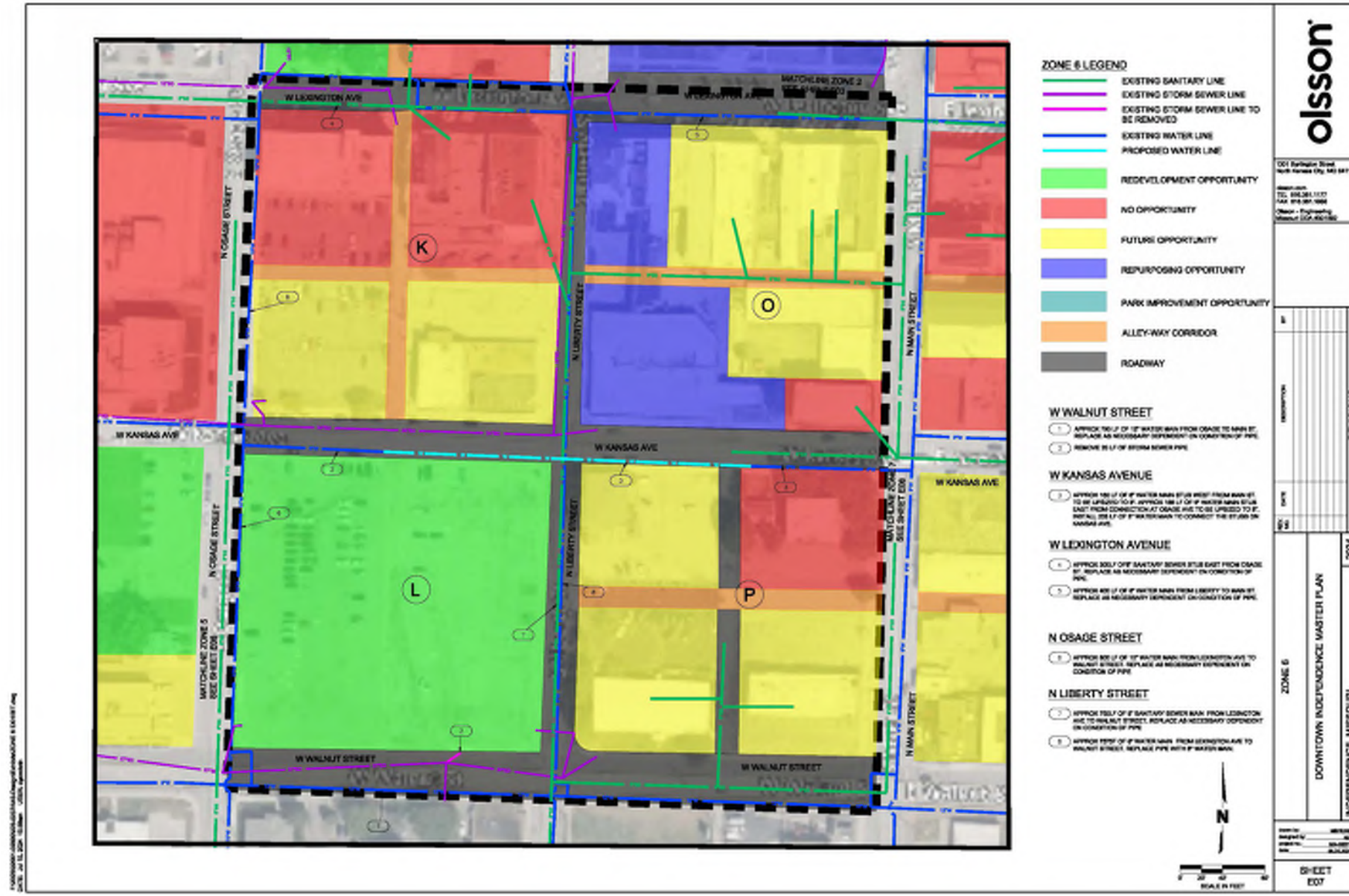


FIGURE D.07 - ZONE 7

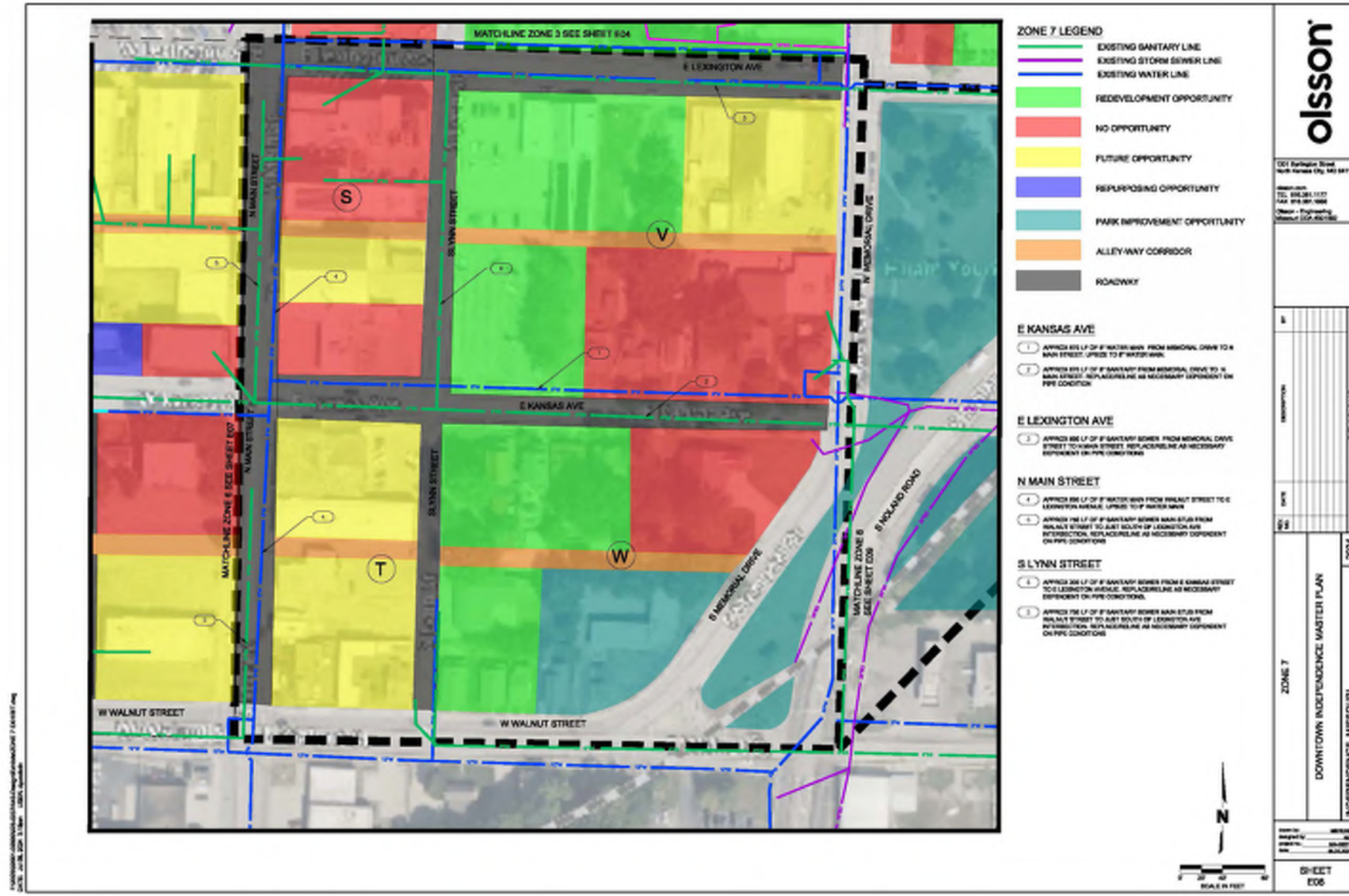
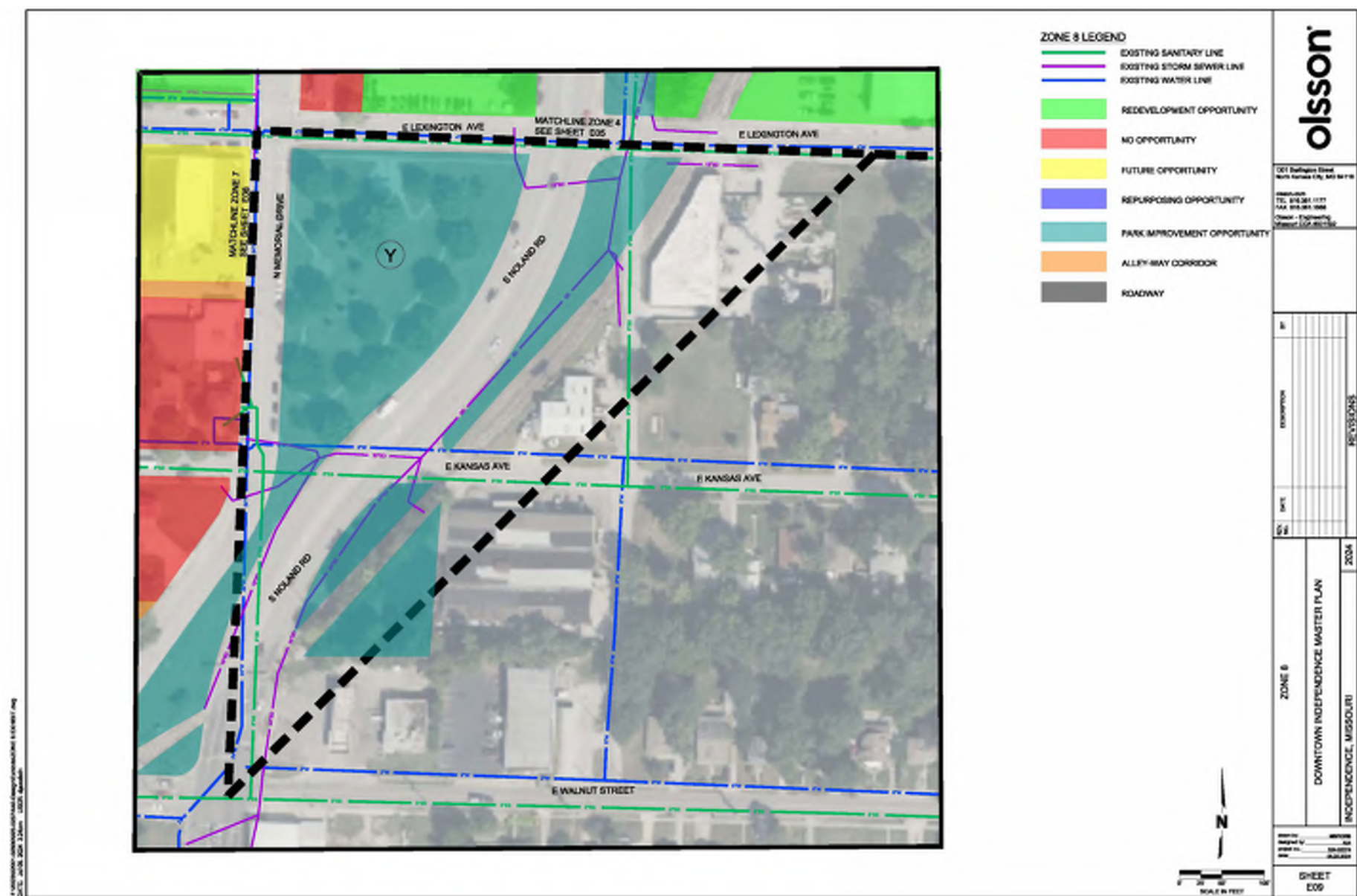


FIGURE D.08 - ZONE 8



City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

24-796 A Resolution supporting the establishment of the Independence Convention & Visitors Bureau as a 501(C)(6) Organization to promote tourism in the City of Independence, Missouri.

Recommendations:

Staff recommends that the Independence Convention & Visitors Bureau be created to provide tourism-related services, governed by a Board of Directors representing key stakeholders.

Background:

In late 2023, the City Manager initiated a Tourism evaluation contracting with Karen Hibbard, the former Vice-President of Chamber/Director of Visit Manhattan with 27 years of experience. In July 2024, Ms. Hibbard recommended the establishment of a stand-alone 501(c)(6) Independence Visitors Bureau to focus on supporting and promoting tourism activities.

The stand-alone model would address competitive disadvantages, increase funding potential, and align the City's tourism efforts with industry best practices. The potential benefits of a dedicated Visitors Bureau include enhanced marketing efforts, increased tourism revenues, and stronger partnerships with local businesses and organizations.

Emergency Justification:**Fiscal Impact:**

The proposed Independence Convention & Visitors Bureau would be funded through a dedicated percentage of the Transient Guest Tax and other revenue sources. Final funding will be determined by drafting the Bureau's bylaws and contractual framework, which will be presented to the City Council at a future date.

Council Action:

**Department /
Contact**

Council and Board /

REVIEWERS

Zachary Walker

Susanne Holland

ATTACHMENTS:

1. Resolution for the Establishment of Convention & Visitors Bureau
2. Independence Visitors Bureau Proposal Presentation Nov 2024 Study Session - Read-Only

BILL NO. _____

RESOLUTION NO. _____

A RESOLUTION SUPPORTING THE ESTABLISHMENT OF THE INDEPENDENCE
CONVENTION & VISITORS BUREAU AS A 501(C)(6) ORGANIZATION TO PROMOTE
TOURISM IN THE CITY OF INDEPENDENCE, MISSOURI.

WHEREAS, the tourism industry is a vital contributor to the economic growth and community development of the City of Independence; and

WHEREAS, following the challenges posed by the COVID-19 pandemic, competition for tourism visits has intensified, placing Independence at a competitive disadvantage due to its current structure and limited resources; and

WHEREAS, in July 2024, the City's tourism consultant recommended the establishment of a stand-alone 501(c)(6) Independence Visitors Bureau to focus on supporting and promoting tourism activities; and

WHEREAS, the stand-alone model would address competitive disadvantages, increase funding potential, and align the City's tourism efforts with industry best practices; and

WHEREAS, the City Council recognizes the potential benefits of a dedicated Visitors Bureau, including enhanced marketing efforts, increased tourism revenues, and stronger partnerships with local businesses and organizations;

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

SECTION 1. That the City Council supports the creation of the Independence Convention & Visitors Bureau as a 501(c)(6) nonprofit organization to serve as the City's Destination Marketing Organization.

SECTION 2. That the City of Independence will contract with the Visitors Bureau to provide tourism-related services, governed by a Board of Directors representing key stakeholders, and funded through a dedicated percentage of the Transient Guest Tax and other revenue sources.

SECTION 3. That the City Manager is directed to finalize the establishment process, including drafting the Bureau's articles of incorporation, bylaws, and contractual framework, and to present updates to the City Council during the transition period.

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 Tourism

Looking Forward



Introduction

- Pandemic hit the Tourism Industry harder than most other industries nationwide
- Competition for tourism-related visits has intensified
- Independence is at a competitive disadvantage due to funding and current structure
- Time to explore other operating models focused on increasing revenue and improving our competitive position

Progress to Date

- May 2021: P/R/T Director Retires; Recommends creation of 501(c)(6) Visitors Bureau
- November 2023: City engages consultant to review and recommend optimal structure for tourism services.
- July 2024: Consultant presents to City Council: three options presented; recommended establishing stand-alone visitor's bureau focused on supporting and promoting tourism activities.
- August 2024: City Council directs City Manager to develop and present recommendations to establish Independence Convention & Visitor's Bureau.

Direct Marketing Organization – 3 Models

- **Operating as part of a City/County:**
 - Columbia, Hermann, Independence, Joplin, Lebanon, St. Charles
- **Operating as part of a third-party non-profit:**
 - Branson, Moberly, Perry County, Washington
- **Operating as a Stand-Alone Model:**
 - Benton County, Chillicothe, Cape Girardeau, Explore St. Louis, Fulton, Hannibal, Jefferson City, Lake of the Ozarks, Tri-County Lodging Association, *Maryland Heights*, Platte County, Pulaski County, *St. Joseph*, Sedalia, Sikeston, *Springfield*, *Visit KC*, Warrensburg

**DMO's in red text represent our target market competition*

Model Comparison

What each Model would mean for Independence:

- City/County: Status Quo as a Division
- Third-Party Non-Profit: Tourism becomes a function of Chamber of Commerce or similar organization
- Stand Alone: Creation of 501 (c) (6) Independence Visitors Bureau (IVB)

Model Comparison – City Model

What this Model would mean for Independence:

- Status Quo as a Division:
 - competitive disadvantages are not addressed
- Return to a City Department:
 - competitive disadvantages are not addressed
 - substantial reduction in resources would occur

Model Comparison – Third-Party NFP

What this Model would mean for Independence:

- Would remove some competitive disadvantages
- Has potential of creating conflicts of interests, given the nature of funding source and organizational structure
- Chamber willing to incubate program up to one year.

Model Comparison – Stand-Alone VB

What this Model would mean for Independence:

- Would remove all competitive disadvantages
- Avoids conflicts of interests
- Increases funding potential

Visitors Bureau – Stand Alone Model

- Creation of a VB as a 501(c)(6) Organization
- City of Independence would contract with the VB to serve as its Destination Marketing Organization (DMO)
- Governed by Board of Directors
- Multiple Funding Sources: portion of Transient Guest Tax, grants, partnerships, memberships

Visitors Bureau Mission

Visitors Bureau Benefits

- Eligible for additional tourism grants & programs
- Allows the VB to operate in accordance with standard tourism industry best practices
- Levels the playing field and makes our tourism efforts more competitive
- Improves visibility and visitor perception
- Better marketing = increased hotel stays = increased Transient Guest & other Sales Tax revenues.

501(c)(6) – Nonprofit organization

- Articles of Incorporation, Bylaws, Registered Agent
- Contract for tourism services
 - City
 - Civic Organizations (potential)
 - Non-City attractions (potential)

Board of Directors

- Structure – *(Independence Events Center CID model)*
 - President – Assistant City Manager that oversees Economic Development
 - Vice President – Director of Parks/Recreation/Historic Sites
 - Treasurer – Director of Finance & Administration
 - Board Member – Independence Chamber of Commerce
 - Board Member – Hotel & Lodging Industry Representative
 - Board Member – Attractions Representative
 - Board Member – Tourism-Related Business Representative

Board of Directors

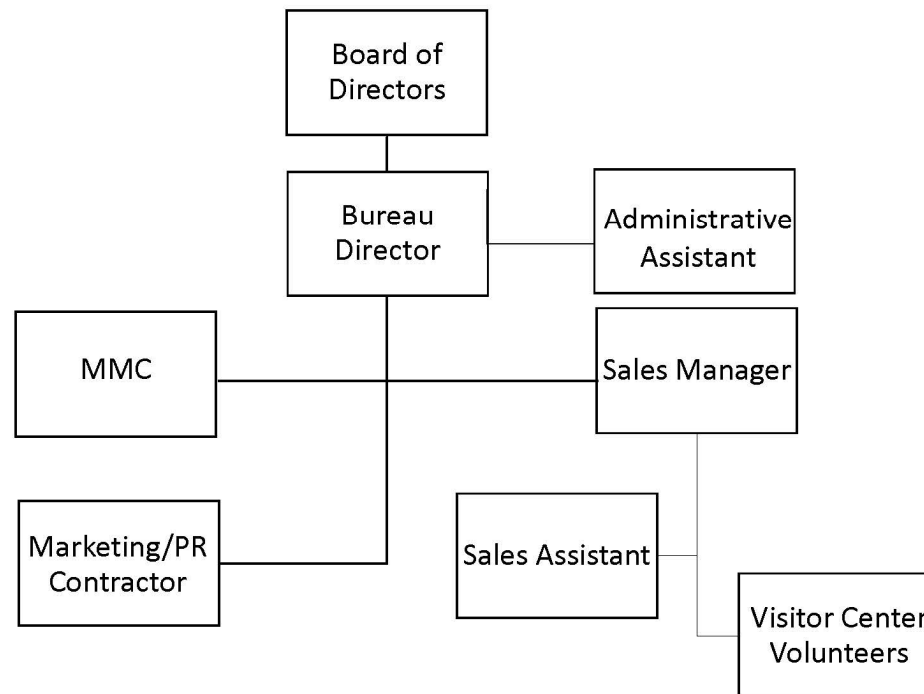
- Terms and Meetings

- 3-year terms. 1/4 of board changing each year (one from each category).
- 2 term limits (total six years).
- Monthly meetings and semi-annual report to City Council.

Board of Directors

- Responsible for governance of the Bureau, to include:
 - Goal Setting
 - Budget Approval
 - Fiscal Oversight
 - Hiring & Supervision of Bureau Director
 - Reporting to City Council

Proposed Visitors Bureau Org Chart



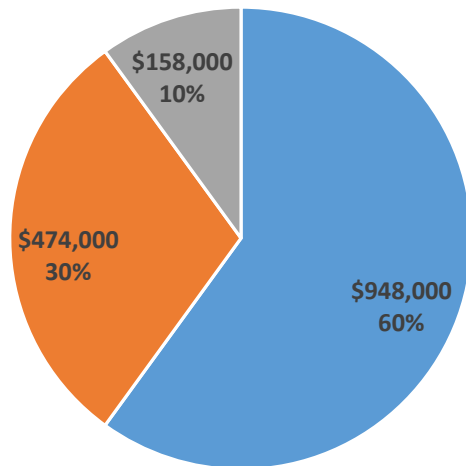
Proposed Funding for VB

Transient Guest Tax (traditionally ~\$2.3M)

- Percentage of Transient Guest Tax
 - Proposed annual 60/40 split
 - 50% Visitors Bureau – traditionally equates to \$1,186,275
 - 50% NFTM & Historic Sites O&M – traditionally equates to \$1,186,275
- Target Grant Receipts (assumes certified DMO status)
- Partnerships/Memberships

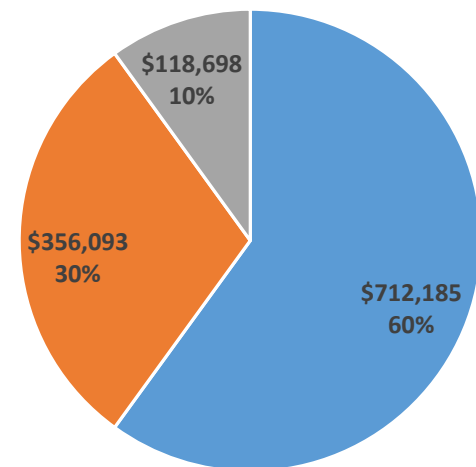
Proposed Budget \$1,186,975

Industry Standard
as presented by Destinations International (as of
May 2021)



■ Marketing & Development ■ Salaries & Benefits ■ Overhead

Independence Visitors Bureau
Proposed Budget*



■ Marketing & Development ■ Salaries & Benefits ■ Overhead

Transition

- **Current Operations:**
 - Tourism is a division of Parks/Recreation/Tourism
 - Tourism Division is comprised of two functions:
 - Historic Sites/Museum
 - Sales & Services/Marketing
- **Proposed Operations:**
 - Historic Sites would then be operated & maintained under Parks/Recreation/Historic Sites
 - Under Stand-Alone Model, Sales & Services/Marketing functions would be performed under newly formed VB



Questions?

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

24-797 A Resolution directing the City Manager to amend the American Rescue Plan funding plan by reducing funding in certain accounts and reallocating said funds for one-time expenditures in certain accounts.

Recommendations:

Staff recommends the current spending plan be amended by reducing funding for right-of-way trash removal, square streetscaping, detention unit cameras, first year grant writers for emergency service programs, phone system upgrades, and Crysler bridge and reallocating said funds for one-time expenditures for 24 Highway enhancements, police hiring incentives, police officer retention payment, co-responder pilot program, and the downtown master developer plan.

Background:

The City of Independence has received \$21.4 million in American Rescue Plan funds. On June 21, 2021, the City Council adopted an Expenditure Plan for funds received through the American Rescue Plan Act of 2021. On October 18, 2021, the City Council passed Resolution 6739, which amended the reallocation of funds for the acquisition of essential equipment that represents a one-time expenditure for the Police and Fire Departments. The American Rescue Plan Act requires local governments to obligate funds to the U.S. Department of Treasury by December 31, 2024.

Emergency Justification:**Fiscal Impact:**

Staff recommends that certain funds be reduced by a total of \$2,005,786.99 and certain funds be increased by a total of \$2,032,011.99. The difference of \$26,225 accounts for previously unallocated funds.

Council Action:

**Department /
Contact**

City Manager /

REVIEWERS

Zachary Walker

Susanne Holland

ATTACHMENTS:

1. ARPA Resolution Dec 2024

BILL NO. _____

RESOLUTION NO. _____

A RESOLUTION DIRECTING THE CITY MANAGER TO AMEND THE AMERICAN RESCUE PLAN FUNDING PLAN BY REDUCING FUNDING IN CERTAIN ACCOUNTS AND REALLOCATING SAID FUNDS FOR ONE-TIME EXPENDITURES IN CERTAIN ACCOUNTS.

WHEREAS, the City of Independence has received \$21.4 million in American Rescue Plan funds; and,

WHEREAS, spending guidelines developed by the Government Finance Officers Association (GFOA) regarding the American Rescue Plan caution municipalities on the temporary nature of ARPA Funds, as these funds are non-recurring so their use should be applied primarily to non-recurring expenditures; and

WHEREAS, the GFOA guidelines further urge that care should be taken to avoid creating new programs that require an ongoing financial commitment; and

WHEREAS, City Council Resolution 17-729 holds that “to ensure financial sustainability in City programs and operations, it shall be the City’s policy to apply one-time revenues to fund non-recurring expenditures” and that “Similarly, personnel costs and on-going programs and operations will be funded with on-going, sustainable sources of revenue.”; and

WHEREAS, on June 21, 2021, the City Council adopted an Expenditure Plan for funds received through the American Rescue Plan Act of 2021; and

WHEREAS, on October 18, 2021, the City Council passed Resolution 6739, which amended the reallocation of funds for the acquisition of essential equipment that represents a one-time expenditure for the Police and Fire Departments; and

WHEREAS, it is the desire of the City Council to amend the current spending plan to by reducing funding for right-of-way trash removal, square streetscaping, detention unit cameras, first year grant writers for emergency service programs, phone system upgrades, and Crysler bridge and reallocating said funds for one-time expenditures for 24 Highway enhancements, police hiring incentives, police officer retention payment, co-responder pilot program, and the downtown master developer plan.

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

Section 1. That the City Manager is directed to reduce a total of \$2,005,786.99 from the following accounts in the American Rescue Plan:

ROW Trash Removal

Approved Total:	\$700,000.00
<u>REDUCTION:</u>	<u>(\$328,337.08)</u>
NEW TOTAL:	\$371,662.92

Square Streetscaping

Approved Total:	\$1,435,000.00
<u>REDUCTION:</u>	<u>(\$1,435,000.00)</u>
NEW TOTAL:	\$0.00

101821 Council Amended-Detention Unit Cameras

Approved Total:	\$195,834.00
<u>REDUCTION:</u>	<u>(\$103,734.00)</u>
NEW TOTAL:	\$92,100.00

First Year Grant Writers for Emergency Service Programs

Approved Total:	\$85,000.00
<u>REDUCTION:</u>	<u>(\$29,149.00)</u>
NEW TOTAL:	\$55,851.00

Phone System Upgrades

Approved Total:	\$400,000.00
<u>REDUCTION:</u>	<u>(\$4,341.91)</u>
NEW TOTAL:	\$395,658.09

Crysler Bridge

Approved Total:	\$105,225.00
<u>REDUCTION:</u>	<u>(\$105,225.00)</u>
NEW TOTAL:	\$0.00

Section 2. That the City Manager is directed to increase a total of \$2,032,011.99 to the following accounts in the American Rescue Plan:

Highway 24 Enhancements Phase I, II and Fairmount

Approved Total:	\$3,353,274.00
<u>INCREASE:</u>	<u>\$663,154.38</u>
NEW TOTAL:	\$4,016,428.38

Police Hiring Incentives

Approved Total:	\$315,000.00
<u>INCREASE:</u>	<u>\$125,920.00</u>
NEW TOTAL:	\$440,920.00

Police Officer Retention Payment

Approved Total: \$1,438,614.00
INCREASE: \$899,071.85
NEW TOTAL: \$2,337,685.85

Co-Responder Pilot Program

Approved Total: \$120,000.00
INCREASE: \$29,149.00
NEW TOTAL: \$149,149.00

~~Downtown Master Developer Plan~~

~~Approved Total: \$127,425.00~~
~~INCREASE: \$314,716.76~~
~~NEW TOTAL: \$442,141.76~~

Heidelberger Bridge

Approved Total: \$0.00
INCREASE: \$380,000.00
NEW TOTAL: \$380,000.00

Kentucky Avenue Bridge over Mill Creek

Approved Total: \$0.00
INCREASE: \$62,141.76
NEW TOTAL: \$62,141.76

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

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

ATTEST:

City Clerk

APPROVED AS TO FORM AND LEGALITY:

City Counselor

REVIEWED BY:

City Manager

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

24-107 **2R** An Ordinance amending Ordinance No. 19544 by updating certain legal descriptions where design changes became necessary & finding, determining, and declaring the necessity of acquiring construction easement for the Leslie to Crane at Hereford Project (Project No. 132201); authorizing the negotiation and eminent domain proceedings if necessary; approving the plans and specifications for the project; authorizing the use of experts as needed; authorizing and directing the execution of documents and the payments of funds to property owners holding property rights, in conjunction with the project. **2R**

Recommendations:

Council approval is recommended.

Background:

Council action is requested to amend Ordinance No.19544 to update legal descriptions for parcels 3, 52, 53, 57, and 58 as part of the Leslie to Crane at Hereford Project (No. 132201). These updated legal descriptions reflect changes to the final design of this project. Staff anticipates no difference in fiscal impact to the City from this amendment.

Located in the Spingbranch Watershed, and generally between Fair St. and Hereford Ave. along Pope Ave., this project will address flooding in a residential neighborhood by improving the stormwater drainage infrastructure in this area.

Emergency Justification:**Fiscal Impact:**

There is no fiscal impact to the City.

Council Action:

**Department /
Contact**

Municipal Services /

REVIEWERS

Lisa Reynolds

Jeremy Cover

Meagan Borth
Susanne Holland

ATTACHMENTS:

1. MS.Leslie to Crane at Hereford Ordinance - Easement Amendments
2. Leslie to Crane and hereford location Map

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE AMENDING ORDINANCE NO. 19544 BY UPDATING CERTAIN LEGAL DESCRIPTIONS WHERE DESIGN CHANGES BECAME NECESSARY & FINDING, DETERMINING, AND DECLARING THE NECESSITY OF ACQUIRING THE UPDATED GENERAL UTILITY EASEMENTS AND TEMPORARY CONSTRUCTION EASEMENTS FOR THE LESLIE TO CRANE AT HEREFORD PROJECT (PROJECT NO. 132201); AUTHORIZING THE NEGOTIATION AND EMINENT DOMAIN PROCEEDINGS IF NECESSARY; APPROVING THE PLANS AND SPECIFICATIONS FOR THE PROJECT; AUTHORIZING THE USE OF EXPERTS AS NEEDED; AUTHORIZING AND DIRECTING THE EXECUTION OF DOCUMENTS AND THE PAYMENT OF FUNDS TO PROPERTY OWNERS OR OTHERS HOLDING PROPERTY RIGHTS, IN CONJUNCTION WITH THE PROJECT.

WHEREAS, on April 15, 2024, Ordinance 19544 was passed giving the initial acquisition authority for the Leslie to Crane at Hereford Project (No. 132201). This ordinance will update the legal descriptions of parcels 3, 52, 53, 57, and 58, all of which required some design changes to be made. The City Council of the City of Independence, Missouri, pursuant to advice and recommendation of the Municipal Services Director, deems it necessary, advisable and in the public interest to obtain general utility easements in accordance with the plans and specifications as approved for construction, operation and maintenance of the Leslie to Crane at Hereford Project (No.132201), together with all appurtenances, thereto, along, over, under, upon, across and through certain tracts of land within Independence, Jackson County, Missouri; and,

WHEREAS, the City has authority by virtue of Section 82.240 of the Revised Statutes of the State of Missouri, 1969, as amended, and Section 1.3 and 1.4 of the Charter of the City of Independence, Missouri, revised August 8, 1978, to acquire private property by eminent domain proceedings for any public or municipal use, including the uses or purposes stated herein.

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

SECTION 1. That it is hereby found, determined and declared that it is necessary for the purpose of construction, operation and maintenance of improved Leslie to Crane at Hereford Project (No. 132201) for the City of Independence, Missouri, to acquire by purchase or eminent domain proceedings temporary construction grading easements, general utility easements, and right of way for such public improvements, including, but not limited to, the right to construct curbs, drives, trails, sidewalks and storm sewers, together with all appurtenances thereunto belonging along, over, under, upon, across and through the following described tracts of land, all of which are situated in Independence, Jackson County, Missouri; to wit:

Tract 3:

General Utility Easement

All that part of Lots 139-141, inclusive, FAIRWAY PARK, a subdivision in the City of Independence, County of Jackson, State of Missouri, being more particularly described by Randy G. Zerr, Missouri PLS-2018016442, September 30, 2024, as follows:

Beginning at the Southeast corner of said Lot 139; thence North 48°48'00" West, along the South line of said Lot 139, 63.13 feet; thence continuing along the South line of said Lots 139 and 140 North 86°42'17" West, 16.00 feet; thence departing said South line, North 61 °42'17" West, 95.17 feet, to a point on the West line of said Lot 141 ; thence North 01 °47'43" East, along said West line, 22.37 feet; thence departing said West line, South 61 °42'17" East, 94.94 feet; thence South 78°45'35" East, 15.21 feet to a point on the West line of said Lot 139; thence South 48°48'00" East, 64.69 feet to a point on the East line of said Lot 139; thence South 01 °47'43" West, along said East line, 19.41 feet the Point of Beginning, containing 3,193 square feet.

Temporary Construction Easements

All that part of Lots 139-141, inclusive, FAIRWAY PARK, a subdivision in the City of Independence, County of Jackson, State of Missouri, being more particularly described by Randy G. Zerr, Missouri PLS-2018016442, September 30, 2024, as follows:

Beginning at the Southwest corner of said Lot 141 ; thence North 01 °47'43" East, along the West line of said Lot 141 , 40.23 feet; thence departing said West line, South 61 °42'17" East, 95.17 feet to a point on the South line of said Lot 140; thence North 86°42'17" West, along the South line of said Lot 140 and 141 , 85.20 feet to the Point of Beginning, containing 1,713 square feet.

AND

Beginning at the Northwest corner of said Lot 141 ; thence South 86°42'17" East, along the North line of said Lot 141 , 63.02 feet; thence departing said North line, South 01 °47'43" West, 5.00 feet; thence North 86°42'17" West, 38.31 feet; thence South 01 °47'43" West, 32.40 feet; thence North 89°36'26" West, 4.50 feet; thence South 01 °09'52" West, 25.65 feet; thence South 89°26'04" East, 71 .81 feet; thence South 01 °49'31" West, 43.30 feet; thence South 48°48'00" East, 74.67 feet; to a point on the East line of said Lot 139; thence South 01 °47'43" West, along the East line of said Lot 139 10.35 feet; thence North 48°48'00" West, 64.69 feet to a point on the West line of said Lot 139; thence North 78°45'35" West, 15.21 feet; thence North 61 °42'17" West, 94.94 fee to a point on the West line of said Lot 141 ; thence North 01 °47'43" East along said West line of Lot 141 , 77.39 feet to the Point of Beginning, containing 5,687 square feet.

Tract 52

General Utility Easement

A part of a tract of land as described in Document Number 198110468727 of the records of the City of Independence, County of Jackson, State of Missouri, said tract described as all that part of Lot 180, GUDGELL PARK, a subdivision in the City of Independence, County of Jackson, State of Missouri, being more particularly described by Randy G. Zerr, Missouri PLS-2018016442, September 30, 2024, as follows:

Beginning at the Northeast corner of said lot 180, thence South 01 °49'26" West along the East line of Lot 180 144.65 feet to the Southeast corner of said lot 180; thence along said South line North 87°39'53" West, 70.56 feet to the Southwest corner of said lot 180; thence North 01 °49'14" East along said West line of lot 180, 7.50 feet; thence departing said West line South 87°39'46" East, 42.27 feet; thence North 15°16'07" East, 61 .37 feet; thence North 01 °49'20" East, 77.41 feet to a point on the North line of said Lot 180; thence South 87°21'50" East, also said North line, 13.00 feet to the Point of Beginning, containing 2,739 square feet.

Temporary Construction Easement

A part of a tract of land as described in Document Number 198110468727 of the records of the City of Independence, County of Jackson, State of Missouri, said tract described as all that part of Lot 180, GUDGELL PARK, a subdivision in the City of Independence, County of Jackson, State of Missouri, being more particularly described by Randy G. Zerr, Missouri PLS 2018016442, September 30, 2024, as follows:

Commencing at the Northeast corner of said lot 180, thence North 87°24'42" West along the North line of Lot 180 13.00 feet to the Point of Beginning; thence departing said North line South 01 °49'20" West, 77.41 feet; thence South 15° 16'07" West, 61.37 feet; thence North 87°39'46" West, 43.29 feet to a point on the West line of said Lot 180; thence North 01 °49'14" East, 7.50 feet; thence departing said West line South 87°55'01" East, 40.56 feet, thence North 01 °49'26" East, 129.63 feet to a point on the North line of Lot 180; thence along the North line South 87°24'42" East, 17 .00 feet to the Point of Beginning, containing 2,215 S.F.

Tract 53:

General Utility Easement

A part of a tract of land as described in Document Number 2015E0061330 of the records of the City of Independence, County of Jackson, State of Missouri, said tract described as All of the North Half of Lot A and all of Lot 155, Except the West 50 feet, GUDGELL PARK, a subdivision in the City of Independence, County of Jackson, State of Missouri, said part being more particularly described by Randy G. Zerr, Missouri PLS-2018016442, September 30, 2024, as follows :

Beginning at the Northwest corner of the said tract, being a point on the North property line; thence South 87°21 '40" East along said North line of said tract, 20.00 feet; thence departing said North line South 01 °49'27" West, 137.68 feet; thence South 87°39'46" East, 29.18 feet to a point on the East line of said tract; thence South 01 °49'14" West along the said East tract line, 7.5 feet

to the Southeast corner of said tract; thence North 87°39'53" West, 49.18 feet along the South line of said tract to the Southwest corner of said tract; thence North 01 °49'27" East, 145.28 feet along the West line of said tract to the Point of Beginning, containing 3,123 square feet.

Temporary Construction Easement

A part of a "TRACT" of land as described in Document Number 2015E0061330 of the records of Jackson County, Missouri, said TRACT described as All of the North Half of Lot A and all of Lot 155, Except the West 50 feet, GUDGELL PARK, a subdivision in Independence, Jackson County, Missouri, said part being more particularly described by Randy G. Zerr, Missouri P.S. #2018016442, January 31, 2024, as follows:

The North 7.5 feet of the South 15 feet of the said "TRACT" in GUDGELL PARK, containing 369 S.F.

Tract 57:

General Utility Easement

A part of a tract of land as described in Document Number 2022E0110784 of the records of the City of Independence, County of Jackson, State of Missouri, said tract described as all that part of the South half of Lot A, GUDGELL PARK, a subdivision in the City of Independence, County of Jackson, State of Missouri, being more particularly described by Randy G. Zerr, Missouri PLS-2018016442, September 30, 2024, as follows :

The North 7.5 feet of the South half of Lot A and the West 8.00 feet of the South half of Lot A, GUDGELL PARK, containing 1,382 square feet.

Temporary Construction Easement

A part of a tract of land as described in Document Number 2022E0110784 of the City of Independence, County of Jackson, State of Missouri, said tract described as all that part of the South half of Lot A, GUDGELL PARK, a subdivision in the City of Independence, County of Jackson, State of Missouri, being more particularly described by Randy G. Zerr, Missouri PLS-2018016442, September 30, 2024, as follows:

The South 42.5 feet of the North 50 feet and the East 31 .35 feet of the North half of South Lot A, GUDGELL PARK, containing 1,332 S.F.

Tract 58:

General Utility Easement

A part of a tract of land as described in Document Number 2018E0042351 of the records of the City of Independence, County of Jackson, State of Missouri, said tract described as all that part of the Lot 168, GUDGELL PARK, a subdivision in the City of Independence, County of Jackson, State of Missouri, being more particularly described by Randy G. Zerr, Missouri PLS-2018016442, September 30, 2024, as follows:

The north 7.5 feet and the east 1.50 feet of Lot 168, GUDGELL PARK, containing 655 square feet.

Temporary Construction Easement

A part of a tract of land as described in Document Number 2018E0042351 of the records of the City of Independence, County of Jackson, State of Missouri, said tract described as all that part of the Lot 168, GUDGELL PARK, a subdivision in the City of Independence, County of Jackson, State of Missouri, being more particularly described by Randy G. Zerr, Missouri PLS-2018016442, September 30, 2024, as follows:

The South 42.5 feet of the North 50 feet and the West 58.85 feet of the North half of Lot 168, GUDGELL PARK, containing 2,501 S.F.

SECTION 2. That the City Manager and his designates are hereby authorized and directed to negotiate with the owners of the properties herein described for the purchase of general utility easements relating to said lands.

SECTION 3. That in the event of failure to negotiate the proper compensation to be paid for such general utility easements and temporary construction and grading easements and the acquisition thereof by purchase, the City Counselor and his designates are hereby authorized and directed to institute eminent domain proceedings for the purpose of acquiring such general utility easements and temporary construction and grading easements in the manner provided by law.

SECTION 4. That the City Manager is hereby authorized to request proposals, if required, for surveys, appraisals, and necessary title reports for said property.

SECTION 5. That the improvements herein referred to shall be of the nature described herein and shall be done in accordance with the plans and specifications as completed, hereby approved, and on file in the office of the Municipal Services Director.

SECTION 6. That the City Manager of the City of Independence, Missouri, is hereby authorized and directed to execute necessary documents, to pay and disburse funds, within appropriations authorized for this project, to property owners, others holding property rights and escrow agents pursuant to negotiated agreements for purchase of said general utility easements and temporary construction and grading easements, all in accordance with established acquisition procedure and approved appraisals.

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:

24-108 **2R** An Ordinance authorizing the City Manager to execute a certain grant agreement with the Missouri Highways and Transportation Commission for the 23rd Street Sidewalk Phase 2 Project (Project No. 112111-2 / Federal Project No. TAP-3379(445). **2R**

Recommendations:

Council approval is recommended.

Background:

Approval of this ordinance will authorize the City Manager to enter into a grant agreement with the Missouri Highways and Transportation Commission for the 23rd Street Complete Streets Phase 2 Project (No. 112111-2) to receive funds in the amount of \$750,000.

This grant agreement is an up to 80% match in federal funds for the project. The City will be responsible for the other 20%, or approximately \$150,000, to receive full grant reimbursement.

The 23rd Street Complete Street Phase 2 Project (No. 112111-2) will construct new ADA-compliant sidewalks & ramps, pedestrian signal upgrades, add bike lanes/shared use path, and street trees on both sides of 23rd Street between 291 Highway and Speck Rd.

This is a budgeted capital project.

Emergency Justification:**Fiscal Impact:**

The fiscal impact to the City is \$750,000. Expenses for the 23rd Street Sidewalk Project Phase 2 Project (No. 112111-2), included in the FY 25 budget, page number 196, will run through account 112111-C-0517051-5406. The revenue from grant reimbursements on this project will be deposited directly in the Street Sales Tax Fund (011).

Council Action:

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

REVIEWERS

Lisa Reynolds
Jeremy Cover
Meagan Borth
Susanne Holland

ATTACHMENTS:

1. MS.23rd Street Sidewalks Project Phase 2 112111-2 - TAP Funding grant agreement ordinance
2. 23rd St Complete Streets - 291 to Speck Rd - TAP-3379(445) Grant Agreement
3. Attachment A - 23rd St Complete Streets Phase 2 Project Location

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE CITY MANAGER TO EXECUTE A CERTAIN GRANT AGREEMENT WITH THE MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION FOR THE 23rd STREET SIDEWALK PHASE 2 PROJECT (PROJECT NO. 112111-2 / FEDERAL PROJECT NO. TAP -3379(445)).

WHEREAS, the 23rd Street Complete Streets Phase 2 Project (No. 112111-2) has been awarded a Transportation Alternatives Program (TAP) grant in the amount of \$750,000; and

WHEREAS, the City Council of the City of Independence, Missouri finds it desirable to enter into Missouri Highways and Transportation Commission TAP Grant Agreement No. TAP-3379(445) to receive these funds.

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

SECTION 1. That the City Manager of the City of Independence, Missouri, is authorized to sign and execute for and on behalf of the City of Independence a certain grant agreement (No. TAP 3379(445)) with the Missouri Highways and Transportation Commission.

SECTION 2. That the City Manager will direct City Staff to appropriate this grant funding, in the amount of \$750,000, to the 23rd Street Sidewalk Phase 2 Project (No. 112111-2).

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

CCO Form: FS25
Approved: 04/95 (MGB)
Revised: 10/22 (MWH)
Modified:

CFDA Number: 20.205
CFDA Title: Highway Planning and Construction
Award name/number: TAP – 3379(445)
Award Year: 2026
Federal Agency: Federal Highway Administration, Department of Transportation

**MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
TRANSPORTATION ENHANCEMENTS FUNDS
PROGRAM AGREEMENT**

THIS AGREEMENT is entered into by the Missouri Highways and Transportation Commission (hereinafter, "Commission") and City of Independence (hereinafter, "City").

WITNESSETH:

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations in this Agreement, the parties agree as follows:

(1) PURPOSE: The United States Congress has authorized, in Infrastructure Investment and Jobs Act (IIJA); 23 U.S.C. §101, §106 §133; and §208 funds to be used for transportation enhancements activities. The purpose of this Agreement is to grant the use of such transportation enhancement funds to the City.

(2) LOCATION: The transportation enhancements funds which are the subject of this Agreement are for the project at the following location: This project will construct new ADA compliant sidewalks & ramps, pedestrian signal upgrades, add bike lanes/ shared use path, & add street trees on both sides of 23rd Street (M-78) between M291 & Speck Rd.

The general location of the project is shown on attachment marked "Exhibit A" and incorporated herein by reference.

(3) REASONABLE PROGRESS POLICY: The project as described in this agreement is subject to the reasonable progress policy set forth in the Local Public Agency (LPA) Manual and the final deadline specified in Exhibit B attached hereto and incorporated herein by reference. In the event, the LPA Manual and the final deadline within Exhibit B conflict, the final deadline within Exhibit B controls. If the project is within a Transportation Management Area that has a reasonable progress policy in place, the project is subject to that policy. If the project is withdrawn for not meeting reasonable

progress, the City agrees to repay the Commission for any progress payments made to the City for the project and agrees that the Commission may deduct progress payments made to the City from future payments to the City. The City may not be eligible for future Transportation Enhancements Funds if the City does not meet the reasonable progress policy.

(4) INDEMNIFICATION:

(A) To the extent allowed or imposed by law, the City shall defend, indemnify and hold harmless the Commission, including its members and the Missouri Department of Transportation (MoDOT or Department) employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the City's wrongful or negligent performance of its obligations under this Agreement.

(B) The City will require any contractor procured by the City to work under this Agreement:

1. To obtain a no cost permit from the Commission's district engineer prior to working on the Commission's right-of-way, which shall be signed by an authorized contractor representative (a permit from the Commission's district engineer will not be required for work outside of the Commission's right-of-way); and

2. To carry commercial general liability insurance and commercial automobile liability insurance from a company authorized to issue insurance in Missouri, and to name the Commission, and MoDOT and its employees, as additional named insureds in amounts sufficient to cover the sovereign immunity limits for Missouri public entities as calculated by the Missouri Department of Insurance, Financial Institutions and Professional Registration, and published annually in the Missouri Register pursuant to Section 537.610, RSMo. The City shall cause insurer to increase the insurance amounts in accordance with those published annually in the Missouri Register pursuant to Section 537.610, RSMo.

(C) In no event shall the language of this Agreement constitute or be construed as a waiver or limitation for either party's rights or defenses with regard to each party's applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitution or law.

(5) AMENDMENTS: Any change in this Agreement, whether by modification or supplementation, must be accomplished by a formal contract amendment signed and approved by the duly authorized representatives of the City and the Commission.

(6) COMMISSION REPRESENTATIVE: The Commission's **Kansas City District Engineer** is designated as the Commission's representative for the purpose of administering the provisions of this Agreement. The Commission's representative may

designate by written notice other persons having the authority to act on behalf of the Commission in furtherance of the performance of this Agreement.

(7) NONDISCRIMINATION ASSURANCE: With regard to work under this Agreement, the City agrees as follows:

(A) Civil Rights Statutes: The City shall comply with all state and federal statutes relating to nondiscrimination, including but not limited to Title VI and Title VII of the Civil Rights Act of 1964, as amended (42 U.S.C. §2000d and §2000e, *et seq.*), as well as any applicable titles of the "Americans with Disabilities Act" (42 U.S.C. §12101, *et seq.*). In addition, if the City is providing services or operating programs on behalf of the Department or the Commission, it shall comply with all applicable provisions of Title II of the "Americans with Disabilities Act".

(B) Administrative Rules: The City shall comply with the administrative rules of the United States Department of Transportation relative to nondiscrimination in federally-assisted programs of the United States Department of Transportation (49 C.F.R. Part 21) which are herein incorporated by reference and made part of this Agreement.

(C) Nondiscrimination: The City shall not discriminate on grounds of the race, color, religion, creed, sex, disability, national origin, age or ancestry of any individual in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The City shall not participate either directly or indirectly in the discrimination prohibited by 49 C.F.R. §21.5, including employment practices.

(D) Solicitations for Subcontracts, Including Procurements of Material and Equipment: These assurances concerning nondiscrimination also apply to subcontractors and suppliers of the City. These apply to all solicitations either by competitive bidding or negotiation made by the City for work to be performed under a subcontract including procurement of materials or equipment. Each potential subcontractor or supplier shall be notified by the City of the requirements of this Agreement relative to nondiscrimination on grounds of the race, color, religion, creed, sex, disability or national origin, age or ancestry of any individual.

(E) Information and Reports: The City shall provide all information and reports required by this Agreement, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Commission or the United States Department of Transportation to be necessary to ascertain compliance with other contracts, orders and instructions. Where any information required of the City is in the exclusive possession of another who fails or refuses to furnish this information, the City shall so certify to the Commission or the United States Department of Transportation as appropriate and shall set forth what efforts it has made to obtain the information.

(F) Sanctions for Noncompliance: In the event the City fails to comply with the nondiscrimination provisions of this Agreement, the Commission shall impose

such contract sanctions as it or the United States Department of Transportation may determine to be appropriate, including but not limited to:

1. Withholding of payments under this Agreement until the City complies; and/or
2. Cancellation, termination or suspension of this Agreement, in whole or in part, or both.

(G) Incorporation of Provisions: The City shall include the provisions of paragraph (7) of this Agreement in every subcontract, including procurements of materials and leases of equipment, unless exempted by the statutes, executive order, administrative rules or instructions issued by the Commission or the United States Department of Transportation. The City will take such action with respect to any subcontract or procurement as the Commission or the United States Department of Transportation may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided that in the event the City becomes involved or is threatened with litigation with a subcontractor or supplier as a result of such direction, the City may request the United States to enter into such litigation to protect the interests of the United States.

(8) ASSIGNMENT: The City shall not assign, transfer or delegate any interest in this Agreement without the prior written consent of the Commission.

(9) LAW OF MISSOURI TO GOVERN: This Agreement shall be construed according to the laws of the State of Missouri. The City shall comply with all local, state and federal laws and regulations relating to the performance of this Agreement.

(10) CANCELLATION: The Commission may cancel this Agreement at any time for a material breach of contractual obligations by providing the City with written notice of cancellation. Should the Commission exercise its right to cancel this Agreement for such reasons, cancellation will become effective upon the date specified in the notice of cancellation sent to the City.

(11) ACCESS TO RECORDS: The City and its contractors must maintain all records relating to this Agreement, including but not limited to invoices, payrolls, etc. These records must be available at no charge to the Federal Highway Administration (FHWA) and the Commission and/or their designees or representatives during the period of this Agreement and any extension, and for a period of three (3) years after the date on which the City receives reimbursement of their final invoice from the Commission.

(12) FEDERAL-AID PROVISIONS: Because responsibility for the performance of all functions or work contemplated as part of this project is assumed by the City, and the City may elect to construct part of the improvement contemplated by this Agreement with its own forces, a copy of Section II and Section III, as contained in the United States Department of Transportation Form Federal Highway Administration (FHWA) 1273

"Required Contract Provisions, Federal-Aid Construction Contracts," is attached and made a part of this Agreement as Exhibit C. Wherever the term "the contractor" or words of similar import appear in these sections, the term "the City" is to be substituted. The City agrees to abide by and carry out the condition and obligations of "the contractor" as stated in Section II, Equal Opportunity, and Section III, Nonsegregated Facilities, as set out in Form FHWA 1273.

(13) ACQUISITION OF RIGHT OF WAY: With respect to the acquisition of right of way necessary for the completion of the project, City shall acquire any additional necessary right of way required for this project and in doing so agrees that it will comply with all applicable federal laws, rules and regulations, including 42 U.S.C. 4601-4655, the Uniform Relocation Assistance and Real Property Acquisition Act, as amended and any regulations promulgated in connection with the Act. However, upon written request by the City and written acceptance by the Commission, the Commission shall acquire right of way for the City. Upon approval of all agreements, plans and specifications by the Commission and by the FHWA, the Commission will file copies of said plans in the office of the County clerk: and proceed to acquire by negotiation and purchase or by condemnation any necessary right of way required for the construction of the improvement contemplated herein. All right of way acquired by negotiation and purchase will be acquired in the name of City, and the City will pay to grantors thereof the agreed upon purchase prices. All right of way acquired through condemnation proceedings will be acquired in the name of the State of Missouri and subsequently released to the City. The City shall pay into court all awards and final judgments in favor of any such condemnees. The City shall also reimburse the Commission for any expense incurred by the Commission in acquiring said right of way, including but not limited to the costs of surveying, appraisal, negotiation, condemnation, and relocation assistance benefits. Unless otherwise agreed to in writing the Commission shall have the final decision regarding the settlement amount in condemnation.

(14) MAINTENANCE OF DEVELOPMENT: The City shall maintain the herein contemplated improvements without any cost or expense to the Commission. All maintenance by the City shall be done for the safety of the general public and the esthetics of the area. In addition, if any sidewalk or bike trails are constructed on the Commission's right-of-way pursuant to this Agreement, the City shall inspect and maintain the sidewalk or bike trails constructed by this project in a condition reasonably safe to the public and, to the extent allowed by law, shall indemnify and hold the Commission harmless from any claims arising from the construction and maintenance of said sidewalk or bike trails. If the City fails to maintain the herein contemplated improvements, the Commission or its representatives, at the Commission's sole discretion shall notify the City in writing of the City failure to maintain the improvement. If the City continues to fail in maintaining the improvement, the Commission may remove the herein contemplated improvement whether or not the improvement is located on the Commission's right of way. Any removal by the Commission shall be at the sole cost and expense of the City. Maintenance includes but is not limited to mowing and trimming between shrubs and other plantings that are part of the improvement.

(15) PLANS: The City shall prepare preliminary and final plans and specifications for the herein improvements. The plans and specifications shall be submitted to the Commission for the Commission's review and approval. The Commission has the discretion to require changes to any plans and specification prior to any approval by the Commission.

(16) REIMBURSEMENT: The cost of the contemplated improvements will be borne by the United States Government and by the City as follows:

(A)) Any federal funds for project activities shall only be available for reimbursement of eligible costs which have been incurred by City. Any costs incurred by City prior to authorization from FHWA and notification to proceed from the Commission are **not** reimbursable costs. The federal share for this project will be **80%** (eighty percent) not to exceed **\$750,000** (seven hundred fifty thousand). The calculated federal share for seeking federal reimbursement of participating costs for the herein improvements will be determined by dividing the total federal funds applied to the project by the total participating costs. Any costs for the herein improvements which exceed any federal reimbursement or are not eligible for federal reimbursement shall be the sole responsibility of City. The Commission shall not be responsible for any costs associated with the herein improvement unless specifically identified in this Agreement or subsequent written amendments.

(17) PROGRESS PAYMENTS: The City may request progress payments be made for the herein improvements as work progresses but not more than once every two weeks. Progress payments must be submitted monthly. The City shall repay any progress payments which involve ineligible costs.

(18) PROMPT PAYMENTS: Progress invoices submitted to MoDOT for reimbursement more than thirty (30) calendar days after the date of the vendor invoice shall also include documentation that the vendor was paid in full for the work identified in the progress invoice. Examples of proof of payment may include a letter or e-mail from the vendor, lien waiver or copies of cancelled checks. Reimbursement will not be made on these submittals until proof of payment is provided. Progress invoices submitted to MoDOT for reimbursement within thirty (30) calendar days of the date on the vendor invoice will be processed for reimbursement without proof of payment to the vendor. If the City has not paid the vendor prior to receiving reimbursement, the City must pay the vendor within two (2) business days of receipt of funds from MoDOT.

(19) PERMITS: The City shall secure any necessary approvals or permits from any federal or state agency as required for the completion of the herein improvements. If this improvement is on the right of way of the Commission, the City must secure a permit from the Commission prior to the start of any work on the right of way. The permits which may be required include, but are not limited to, environmental, architectural, historical or cultural requirements of federal or state law or regulation.

(20) INSPECTION OF IMPROVEMENTS AND RECORDS: The City shall assure that representatives of the Commission and FHWA shall have the privilege of inspecting and reviewing the work being done by the City's contractor and subcontractor on the herein project. The City shall also assure that its contractor, and all subcontractors, if any, maintain all books, documents, papers and other evidence pertaining to costs incurred in connection with the Transportation Enhancement Program Agreement, and make such materials available at such contractor's office at all reasonable times at no charge during this Agreement period, and for three (3) years from the date of final payment under this Agreement, for inspection by the Commission, FHWA or any authorized representatives of the Federal Government and the State of Missouri, and copies shall be furnished, upon request, to authorized representatives of the Commission, State, FHWA, or other Federal agencies.

(21) CREDIT FOR DONATIONS OF FUNDS, MATERIALS, OR SERVICES: A person may offer to donate funds, materials or services in connection with this project. Any donated funds, or the fair market value of any donated materials or services that are accepted and incorporated into this project shall be credited according to 23 U.S.C. §323.

(22) DISADVANTAGED BUSINESS ENTERPRISES (DBE): The Commission will advise the City of any required goals for participation by disadvantaged business enterprises (DBEs) to be included in the City proposal for the work to be performed. The City shall submit for Commission approval a DBE goal or plan. The City shall comply with the plan or goal that is approved by the Commission and all requirements of 49 C.F.R. Part 26, as amended.

(23) VENUE: It is agreed by the parties that any action at law, suit in equity, or other judicial proceeding to enforce or construe this Agreement, or regarding its alleged breach, shall be instituted only in the Circuit Court of Cole County, Missouri.

(24) NOTICE TO BIDDERS: The City shall notify the prospective bidders that disadvantaged business enterprises shall be afforded full and affirmative opportunity to submit bids in response to the invitation and will not be discriminated against on grounds of race, color, sex, or national origin in consideration for an award.

(25) FINAL AUDIT: The Commission may, in its sole discretion, perform a final audit of project costs. The United States Government shall reimburse the City, through the Commission, any monies due. The City shall refund any overpayments as determined by the final audit.

(26) AUDIT REQUIREMENTS: If the City expend(s) seven hundred fifty thousand dollars (\$750,000) or more in a year in federal financial assistance it is required to have an independent annual audit conducted in accordance with 2 CFR Part 200. A copy of the audit report shall be submitted to MoDOT within the earlier of thirty (30) days after receipt of the auditor's report(s), or nine (9) months after the end of the audit period. Subject to the requirements of 2 CFR Part 200, if the City expend(s) less than seven hundred fifty thousand dollars (\$750,000) a year, the City may be exempt from

auditing requirements for that year but records must be available for review or audit by applicable state and federal authorities.

(27) FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT OF 2006: The City shall comply with all reporting requirements of the Federal Funding Accountability and Transparency Act (FFATA) of 2006, as amended. This Agreement is subject to the award terms within 2 C.F.R. Part 170.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties have entered into this Agreement on the date last written below.

Executed by the City this ____ day of _____, 20__.

Executed by the Commission this ____ day of _____, 20__.

MISSOURI HIGHWAYS AND
TRANSPORTATION COMMISSION

City

By _____

Title _____

Title _____

ATTEST:

ATTEST:

Secretary to the Commission

By _____

Title _____

Approved as to Form:

Approved as to Form:

Commission Counsel

Title _____

Ordinance No _____

Exhibit A - Location of Project

23rd Street (M-78) between M291 & Speck Rd.

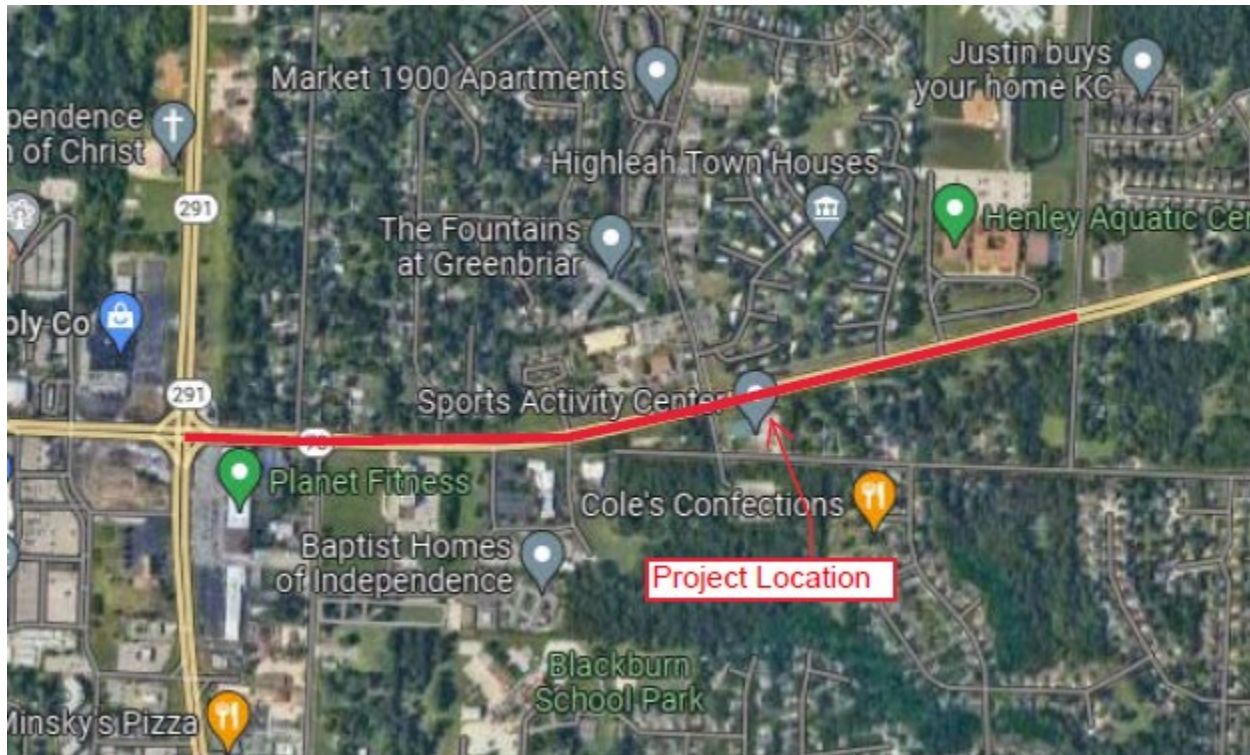


Exhibit B – Project Schedule

Project Description: 23RD STREET (M-78) SIDEWALKS AND BICYCLE IMPROVEMENTS

Task	Date
Date funding is made available or allocated to recipient	5/1/2023
Solicitation for Professional Engineering Services (advertised)	7/1/2023
Engineering Services Contract Approved	10/1/2023
Preliminary and Right-of-Way Plans Submittal (if Applicable)	12/1/2024
Plans, Specifications & Estimate (PS&E) Submittal	5/1/2025
Plans, Specifications & Estimate (PS&E) Approval	8/1/2025
Advertisement for Letting	10/1/2025
Bid Opening	5/1/2026
Construction Contract Award (REQUIRED)	8/1/2026

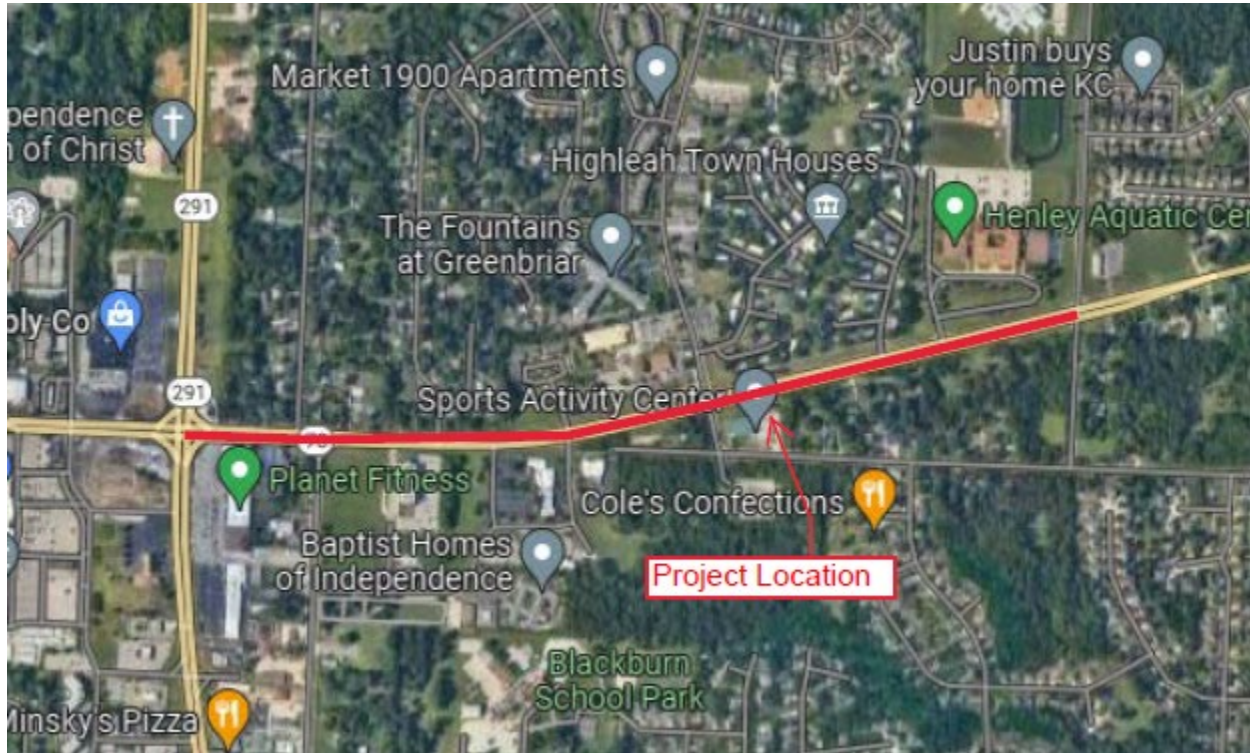
*Note: the dates established in the schedule above will be used in the applicable ESC between the sponsor agency and consultant firm.

**Schedule dates are approximate as the project schedule will be actively managed and issues mitigated through the project delivery process. The Award Date or Planning Study Date deliverable is not approximate and a Supplemental Agreement is required to modify this date.

Exhibit C - Required Contract Provisions
Federal-Aid Construction Contracts

Exhibit A - Location of Project

23rd Street (M-78) between M291 & Speck Rd.



City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

24-109 **2R** An ordinance Approving a Final Plat for Jackson Drive Industrial Park, in Independence, Jackson County, Missouri. **2R**

Recommendations:

Commissioner O'Neil made a motion to recommend approval of the final plat of Jackson Drive Industrial Park with the following conditions:

1. Eliminate the label, "First Plat," from the title.
2. Label signature block, "City Engineer," and not, "Municipal Services Director".
3. Indicate a first-order stream crossing Lot 4B, Lot 4A and a portion of Tract A flowing from west to east. The stream buffer boundaries and its component zones must be fully delineated on the plat. First order streams shall have a minimum average buffer width of 85 feet on each side (measured from bank-full), with a streamside zone of 35 feet, a middle zone of 25 feet, and an outer zone of 25 feet. Further, there is a second order stream crossing Lot 7 on the southwest corner of the property. The zone widths are the same as for the first order stream except the middle zone is 45 feet wide.
4. The address for Tract B will be, "3010 S. Jackson Drive." It lies too far south to be, "Jackson Circle".
5. The Lot 7 of the Final Plat shall include the 3.33-acres to the north that will no longer be part of Lot 6.
6. Provide State Plain Coordinates around Lots 7 and 8 and Tract B.
7. Covenants (CC&R's) must be recorded indicating this development will own and maintain the detention basin.
8. Notes shall indicate the dedication of Tract A to the property owner or responsible private party as designated by the CC&R's.
9. Industrial lots will need to follow water quality Best Management Practices (BMP's). These can be built during the building permit phase.

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

Commissioner Wiley - Yes

Commissioner Ferguson – Yes

Commissioner Young – Yes

Commissioner Nesbitt – Yes

Commissioner O'Neil – Yes

Commissioner Ashbaugh – Absent

Commissioner Torres - Yes

The motion passed with a recommendation for approval to be forwarded to the City Council for consideration. Staff concurs with the recommendation of the Planning Commission.

Background:

PROJECT DESCRIPTION: A request by Hullmark Construction for Final Plat at the northwest corner of R.D. Mize and Jackson Drive. The project entails the construction of a new Jackson Drive Industrial Drive industrial park.

Project History:

This property was zoned industrial in 1980 when the airport east of the site was still in operation. Since then, Jackson Drive was constructed and currently provides access to four service/industrial businesses to the south. This plat will divide the 42.22-acre Preliminary Plat into nine lots, a Tract B and a detention Tract A. Lot size range from 1.28-acres (Lot 8) to 6.40-acres (Lot 6).

Physical Characteristics of Property:

The property is relatively flat and until recently used for agricultural purposes. The completion of Jackson Drive in the last decade has now opened this area up to development. The majority of the property is useable except for the very northern and southwestern portions that are located within Stream Buffers.

Characteristics of the Area:

The properties in the immediate vicinity are undeveloped to the East and Northeast and are zoned I-1 (Industrial) and R-6/PUD (Single-Family Residential/Planned Unit Development) respectively. The existing Airport Industrial Park (with its small commercial businesses) lies to the Southeast. To the South lies an undeveloped commercial lot and a developing multiple-family subdivision. Then to the West lies a large single-family subdivision that was constructed in the late 1970's.

ANALYSIS**Historic and Archeological Sites:**

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

Public Utilities:

Water is available along Jackson Drive; the Municipal Services Department will require a looped water system internal to the project with additional fire hydrants added. Water mains will be required to maintain a minimum of 10-foot horizontal separation from all storm and sanitary mains and structures, so the water main alignment will need to be revised to reflect that requirement.

A sanitary sewer main abuts the east side of the site and will be extended to service the new lots.

Industrial lots will need to follow water quality Best Management Practices (BMP's). These can be built during the development phase or building permit phase.

Stream Buffer/Floodplain:

There is a first-order stream crossing Lot 4B, Lot 4A and a portion of Tract A flowing from west to east. The stream buffer boundaries and its component zones must be fully delineated on the plat. First order streams shall have a minimum average buffer width of 85 feet on each side (measured from bank-full), with a streamside zone of 35 feet, a middle zone of 25 feet, and an outer zone of 25 feet. Further, there is a second order stream crossing Lot 7 on the southwest corner of the property. The zone widths are the same as for the first order stream except the middle zone is 45 feet wide. There are small portions of FEMA defined floodplain within the

stream buffer area near Jackson Drive and R.D. Mize Road.

CIP Investments:

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

Streets, Sidewalks and Access:

Most of the industrial lots and drainage tract are arranged around a “C”-shaped street that circles back to Jackson Drive from a northern existing break in the median to another in the south. Five-foot wide sidewalks will be constructed on both sides of S. Jackson Circle. There will be no direct vehicular access to the S. Jackson Drive right-of-way from Lots 1, 2, 3, and 4A. The southern two lots will abut E. R.D. Mize Road.

Landscaping:

As each of the individual lots are built on, the landscaping will be required at that time, including the planting of street trees along Jackson Drive, R.D. Mize Road and Jackson Circle.

Covenants (CC&R's):

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

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

Emergency Justification:

Fiscal Impact:

Council Action:

Department / Contact	Community Development /
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REVIEWERS

Tom Scannell
Jeremy Cover
Zachary Walker
Susanne Holland

ATTACHMENTS:

1. Draft Ordinance 24-320-03
2. Final Plat Staff Report 24-320-07
3. Cover Letter
4. Final Plat and Application
5. New 24-141-PLAT-10-4-24
6. Preliminary Plat

7. Planning Commission Meeting Minutes 10-15-24

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE APPROVING A FINAL PLAT FOR JACKSON DRIVE INDUSTRIAL PARK, IN INDEPENDENCE, JACKSON COUNTY, MISSOURI.

WHEREAS, the application submitted by Hullmark Construction, requesting approval of the final plat entitled “Jackson Drive Industrial Park,” was referred to the Planning Commission as required by the Unified Development Ordinance; and,

WHEREAS, the Planning Commission considered the final plat on October 15, 2024, and rendered a report to the City Council recommending the plat be approved by a vote of 6-0; and,

WHEREAS, in accordance with the Unified Development Ordinance, it was determined that the final plat is consistent with the approval criteria in Section 14-702-04.

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

SECTION 1. That the final plat entitled “Jackson Drive Industrial Park” is a subdivision located in:

ALL THAT PART OF AN UNPLATTED TRACT OF LAND, LYING IN THE WEST ONE-HALF OF THE NORTHWEST QUARTER OF SECTION 16, TOWNSHIP 49 NORTH, RANGE 31 WEST, IN THE CITY OF INDEPENDENCE, JACKSON COUNTY, MISSOURI, BEING DESCRIBED BY TIMOTHY BLAIR WISWELL, MISSOURI PLS-2009000067, OF OLSSON LC-366, ON MAY 27, 2022, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 16; THENCE SOUTH 88 DEGREES 09 MINUTES 52 SECONDS EAST, ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 16, A DISTANCE OF 1,332.02 FEET, TO A POINT BEING ON THE WESTERLY RIGHT-OF-WAY LINE OF SOUTH JACKSON DRIVE, AS NOW ESTABLISHED, SAID POINT BEING THE BEGINNING OF A NON-TANGENT CURVE; THENCE IN A SOUTHERLY AND SOUTHWESTERLY DIRECTION, ALONG SAID WESTERLY RIGHT-OF-WAY LINE AND A CURVE TO THE RIGHT, WHOSE INITIAL TANGENT BEARS SOUTH 02 DEGREES 44 MINUTES 50 SECONDS WEST, HAVING A RADIUS OF 483.20 FEET, THROUGH A CENTRAL ANGLE OF 59 DEGREES 32 MINUTES 59 SECONDS, AN ARC LENGTH OF 502.21 FEET, TO THE BEGINNING OF A REVERSE CURVE; THENCE IN A SOUTHWESTERLY AND SOUTHERLY DIRECTION, ALONG SAID WESTERLY RIGHT-OF-WAY LINE AND A CURVE TO THE LEFT, HAVING A RADIUS OF 583.00 FEET, THROUGH A CENTRAL ANGLE OF 56 DEGREES 50 MINUTES 11 SECONDS, AN ARC LENGTH OF 578.33 FEET TO A POINT ON A NON-TANGENT LINE; THENCE SOUTH 02 DEGREES 19 MINUTES 17 SECONDS WEST, ALONG SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 628.36 FEET TO A POINT; THENCE NORTH 88 DEGREES 37 MINUTES 55 SECONDS WEST, DEPARTING SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 487.77 FEET TO A POINT; THENCE SOUTH 02

DEGREES 19 MINUTES 17 SECONDS WEST A DISTANCE OF 353.47 FEET, TO A POINT ON THE NORTH LINE OF LOT 3, AIRPORT INDUSTRIAL PART - 2ND PLAT, A SUBDIVISION IN THE CITY OF INDEPENDENCE, JACKSON COUNTY, MISSOURI, ACCORDING TO THE RECORDED PLAT THEREOF; THENCE SOUTH 87 DEGREES 43 MINUTES 32 SECONDS EAST, 187.70 FEET; THENCE SOUTH 02 DEGREES 16 MINUTES 32 SECONDS WEST, 549.51 FEET; THENCE SOUTH 87 DEGREES 43 MINUTES 32 SECONDS EAST, 300.00 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF SOUTH JACKSON DRIVE; THENCE SOUTH 02 DEGREES 13 MINUTES 01 SECONDS WEST, 170.07 FEET; THENCE NORTH 87 DEGREES 49 MINUTES 13 SECONDS WEST, 10.72 FEET; THENCE SOUTH 71 DEGREES 46 MINUTES 52 SECONDS WEST, 34.78 FEET; THENCE SOUTH 01 DEGREES 39 MINUTES 29 SECONDS WEST, 11.33 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY OF EAST R.D. MIZE ROAD; THENCE ALONG SAID NORTH RIGHT-OF-WAY LINE FOR THE FOLLOWING SEVEN (7) COURSES: NORTH 88 DEGREES 20 MINUTES 32 SECONDS WEST, 185.62 FEET; THENCE SOUTH 89 DEGREES 22 MINUTES 02 SECONDS WEST, 150.12 FEET; THENCE NORTH 88 DEGREES 20 MINUTES 32 SECONDS WEST, 66.69 FEET; THENCE NORTH 01 DEGREES 28 MINUTES 38 SECONDS EAST, 58.00 FEET; THENCE NORTH 88 DEGREES 20 MINUTES 32 SECONDS WEST, 80.00 FEET; THENCE SOUTH 01 DEGREES 28 MINUTES 38 SECONDS WEST, 58.00 FEET; THENCE NORTH 88 DEGREES 20 MINUTES 32 SECONDS WEST, 173.81 FEET; THENCE ALONG THE EAST LINE OF BRYN MAWR, A SUBDIVISION IN INDEPENDENCE, JACKSON COUNTY MISSOURI, FOR THE FOLLOWING TEN (10) COURSES: NORTH 02 DEGREES 13 MINUTES 01 SECONDS EAST, 144.41 FEET; THENCE SOUTH 70 DEGREES 43 MINUTES 07 SECONDS EAST, 18.99 FEET; THENCE NORTH 24 DEGREES 33 MINUTES 29 SECONDS EAST, 265.71 FEET; THENCE NORTH 24 DEGREES 40 MINUTES 54 SECONDS EAST, 144.86 FEET; THENCE NORTH 56 DEGREES 54 MINUTES 02 SECONDS WEST, 140.12 FEET; THENCE NORTH 64 DEGREES 40 MINUTES 23 SECONDS EAST, 61.51 FEET; THENCE NORTH 28 DEGREES 56 MINUTES 28 SECONDS WEST, 327.62 FEET, TO THE NORTHEASTERLY CORNER OF SAID LOT 131 AND THE SOUTHEASTERLY CORNER OF LOT 128, OF THE PLAT OF SAID BRYN MAWR; THENCE NORTH 34 DEGREES 51 MINUTES 09 SECONDS WEST, ALONG THE NORTHEASTERLY LINE OF SAID LOT 128 AND LOT 127, A DISTANCE OF 65.54 FEET, TO THE SOUTHEAST CORNER OF SAID LOT 114 OF THE PLAT OF SAID BRYN MAWR, SAID POINT ALSO BEING ON THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 16; THENCE NORTH 02 DEGREES 15 MINUTES 44 SECONDS EAST, ALONG SAID WEST LINE AND THE EAST LINE OF SAID LOT 114 AND LOT 113 OF THE PLAT OF SAID BRYN MAWR, A DISTANCE OF 341.50 FEET, TO THE NORTHEAST CORNER OF SAID LOT 113, SAID POINT ALSO BEING THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 16; THENCE NORTH 02 DEGREES 20 MINUTES 47 SECONDS EAST, ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 16 AND THE EAST LINE OF LOTS 19 AND 20 AND LOTS 9 THROUGH 17, ALLEN VIEW ESTATES, A SUBDIVISION IN THE CITY OF INDEPENDENCE, JACKSON COUNTY, MISSOURI, ACCORDING TO THE RECORDED PLAT THEREOF, A DISTANCE OF 1,329.80 FEET, TO THE POINT OF BEGINNING, CONTAINING 42.22 ACRES, MORE OR LESS.

SECTION 2. All of the conditions of approval have been resolved by the applicant except for the conditions listed below:

1. Eliminate the label, “First Plat,” from the title.
2. Label signature block, “City Engineer,” and not, “Municipal Services Director”.
3. Indicate a first-order stream crossing Lot 4B, Lot 4A and a portion of Tract A flowing from west to east. The stream buffer boundaries and its component zones must be fully delineated on the plat. First order streams shall have a minimum average buffer width of 85 feet on each side (measured from bank-full), with a streamside zone of 35 feet, a middle zone of 25 feet, and an outer zone of 25 feet. Further, there is a second order stream crossing Lot 7 on the southwest corner of the property. The zone widths are the same as for the first order stream except the middle zone is 45 feet wide.
4. The address for Tract B will be, “3010 S. Jackson Drive.” It lies too far south to be, “Jackson Circle”.
5. The Lot 7 of the Final Plat shall include the 3.33-acres to the north that will no longer be part of Lot 6.
6. Provide State Plain Coordinates around Lots 7 and 8 and Tract B.
7. Covenants (CC&R’s) must be recorded indicating this development will own and maintain the detention basin.
8. Notes shall indicate the dedication of Tract A to the property owner or responsible private party as designated by the CC&R’s.
9. Industrial lots will need follow water quality Best Management Practices (BMP’s). These can be built during the building permit phase.

SECTION 3. Nonseverability. All provisions of this ordinance are so essentially, and inseparable connected with, and so dependent upon, each other that no such provision would be enacted without all others. If a court of competent jurisdiction enters a final judgement on the merits that is not subject to appeal and that declares any provision or part of this ordinance void, unconstitutional, or unenforceable, then this ordinance, in its collective entirety, is invalid and shall have no legal effect as of the date of such judgement.

SECTION 4. Scrivener’s Errors. Typographical errors and other matters of a similar nature that do not affect the intent of this ordinance, as determined by the City Clerk and City Counselor, may be corrected with the endorsement of the City Manager without the need to come before City Council.

SECTION 5. That failure to comply with all the provisions contained in this ordinance shall constitute violations of both this ordinance and Chapter 14, the Unified Development Ordinance, of the Code of the City of Independence, Missouri.

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

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

ATTEST:

City Clerk

APPROVED AS TO FORM AND LEGALITY:

City Counselor

REVIEWED BY:

City Manager

MEETING DATE: October 15, 2024

STAFF: Brian L. Harker, Senior Planner

PROJECT NAME: Jackson Drive Industrial Park

CASE NUMBER/REQUEST: **Case #24-320-07 – Final Plat – Jackson Drive Industrial Park** – A request by Hullmark Construction for Final Plat at the northwest corner of R.D. Mize and Jackson Drive.

APPLICANT: Hullmark Construction

OWNER: Brett Starr, Missouri RE

PROPERTY LOCATION: Northwest of the corner of R.D. Mize Road and Jackson Drive

SURROUNDING ZONING/LAND USE:

- North:** R-6/PUD (Single Family Residential/Planned Unit Development) – vacant; R-1 (Single-Family Residential Estate) – single family residences
- South:** C-2 (General Commercial) and R-18/PUD (Moderate Density Residential/Planned Unit Development) – vacant lot and developing multiple-family development
- East:** I-1 (Industrial) and R-6 (Single-family Residential) – undeveloped land and small commercial and industrial businesses
- West:** R-6 (Single-Family Residential) - single family homes

FURTHER ACTION:

Following action by the Planning Commission, this Final Plat request is scheduled for 1st reading by the City Council on December 2, 2024 and the 2nd reading on December 16, 2024.

RECOMMENDATION

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

1. Eliminate the label, "First Plat," from the title.
2. Label signature block, "City Engineer," and not, "Municipal Services Director".
3. Indicate a first-order stream crossing Lot 4B, Lot 4A and a portion of Tract A flowing from west to east. The stream buffer boundaries and its component zones must be fully delineated on the plat. First order streams shall have a minimum average buffer width of 85 feet on each side (measured from bank-full), with a streamside zone of 35 feet, a middle zone of 25 feet, and an outer zone of 25 feet. Further, there is a second order stream crossing Lot 7 on the southwest corner of the property. The zone widths are the same as for the first order stream except the middle zone is 45 feet wide.
4. The address for Tract B will be, "3010 S. Jackson Drive." It lies too far south to be, "Jackson Circle".
5. The Lot 7 of the Final Plat shall include the 3.33-acres to the north that will no longer be part of Lot 6.

6. Provide State Plain Coordinates around Lots 7 and 8 and Tract B.
7. Covenants (CC&R's) must be recorded indicating this development will own and maintain the detention basin.
8. Notes shall indicate the dedication of Tract A to the property owner or responsible private party as designated by the CC&R's.
9. Industrial lots will need follow water quality Best Management Practices (BMP's). These can be built during the building permit phase.

PROJECT DESCRIPTION & BACKGROUND INFORMATION

PROJECT DESCRIPTION: A request by Jeremy Hall for Final Plat approval at 2800 S. Jackson Drive

Current Zoning: I-1 (Industrial)

Current Use: Undeveloped land

Proposed Use: Industrial uses

Project History:

This property was zoned industrial in 1980 when the airport east of the site was still in operation. Since then, Jackson Drive was constructed and currently provides access to four service/industrial businesses to the south. This plat will divide the 42.22-acre Preliminary Plat into nine lots, a Tract B and a detention Tract A. Lot size range from 1.28-acres (Lot 8) to 6.40-acres (Lot 6).

Physical Characteristics of Property:

The property is relatively flat and until recently used for agricultural purposes. The completion of Jackson Drive in the last decade has now opened this area up to development. The majority of the property is useable except for the very northern and southwestern portions that are located within Stream Buffers.

Characteristics of the Area:

The properties in the immediate vicinity are undeveloped to the East and Northeast and are zoned I-1 (Industrial) and R-6/PUD (Single-Family Residential/Planned Unit Development) respectively. The existing Airport Industrial Park (with its small commercial businesses) lies to the Southeast. To the South lies an undeveloped commercial lot and a developing multiple-family subdivision. Then to the West lies a large single-family subdivision that was constructed in the late 1970's.

ANALYSIS

Historic and Archeological Sites:

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

Public Utilities:

Water is available along Jackson Drive; the Water Department will require a looped water system internal to the project with additional fire hydrants added. Water mains will be required to maintain a minimum of 10-foot horizontal separation from all storm and sanitary mains and structures, so the water main alignment will need to be revised to reflect that requirement.

A sanitary sewer main abuts the east side of the site and will be extended to service the new lots.

Industrial lots will need follow water quality Best Management Practices (BMP's). These can be built during the development phase or building permit phase.

Stream Buffer/Floodplain:

There is a first-order stream crossing Lot 4B, Lot 4A and a portion of Tract A flowing from west to east. The stream buffer boundaries and its component zones must be fully delineated on the plat. First order streams shall have a minimum average buffer width of 85 feet on each side (measured from bank-full), with a streamside zone of 35 feet, a middle zone of 25 feet, and an outer zone of 25 feet. Further, there is a second order stream crossing Lot 7 on the southwest corner of the property. The zone widths are the same as for the first order stream except the middle zone is 45 feet wide. There are small portions of FEMA defined floodplain within the stream buffer area near S. Jackson Drive and E. R.D. Mize Road.

CIP Investments:

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

Streets, Sidewalks and Access:

Most of the industrial lots and drainage tract are arranged around a "C"-shaped street that circles back to Jackson Drive from a northern existing break in the median to another in the south. Five-foot wide sidewalks will be constructed on both sides of S. Jackson Circle. There will be no direct vehicular access to the S. Jackson Drive right-of-way from Lots 1, 2, 3, and 4A. The southern two lots will abut E. R.D. Mize Road.

Landscaping:

As each of the individual lots are built on, the landscaping will be required at that time, including the planting of street trees along Jackson Drive, R.D. Mize Road and Jackson Circle.

Covenants (CC&R's):

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

EXHIBITS

1. Applicant Letter
2. Cover Letter
3. Plat Application
4. Final Plat
5. Preliminary Plat



2940 South Jackson Drive – Independence, Missouri 64057
(816) 847-7270

8/16/2024

Jackson Drive Industrial Park Final Plat

City of Independence:

Please accept this Final Plat as all work is complete. The purpose of this is to develop industrial buildings in the new business park. We are going to call the project MetroEast Commerce Center and are excited to begin construction of our first building to be known as AMR.

Thank You

Jeremy Hull 816-918-6254



Planning and Zoning

Application Form

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

Application Type (check all that apply)

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

Project Information and Location

MetroEast Commerce Center

Project Name

2800 S Jackson Drive - Independence, MO 64057

Project Address/Location

Sq. Ft. of Building	35.39	7 and 1	no
Acreage		Number of Lots/Tracts	Steam Buffer (Yes or No)

Existing Zoning	Proposed Zoning	Existing Land Use	Proposed Land Use
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Basic Application Requirements (See the Planning & Zoning Application Guide for additional requirements)

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

Applicant

Jeremy Hull	Hullmark Construction
Name	Company
2940 South Jackson Drive - Independence, MO 64057	
Address	
816-847-7270	Jeremy@HMC-KC.com
Phone	Email

Architect/Engineer/Surveyor/Other: _____

Name	Company
Address	
Phone	Email

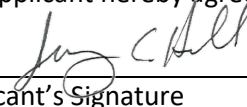
Owner

Brett Starr	3230 Tamiami LLC
Name	Company
3020 South Jackson Drive - Independence MO 64057	
Address	
816-769-6653	brett.morellc@outlook.com
Phone	Email

Architect/Engineer/Surveyor/Other: _____

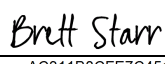
Robert Walquist	
Name	Company
821 NE Columbus Street - Lee's Summit MO 64063	
Address	
816-550-5675	rwalquist@quistengineering
Phone	Email

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


 Applicant's Signature

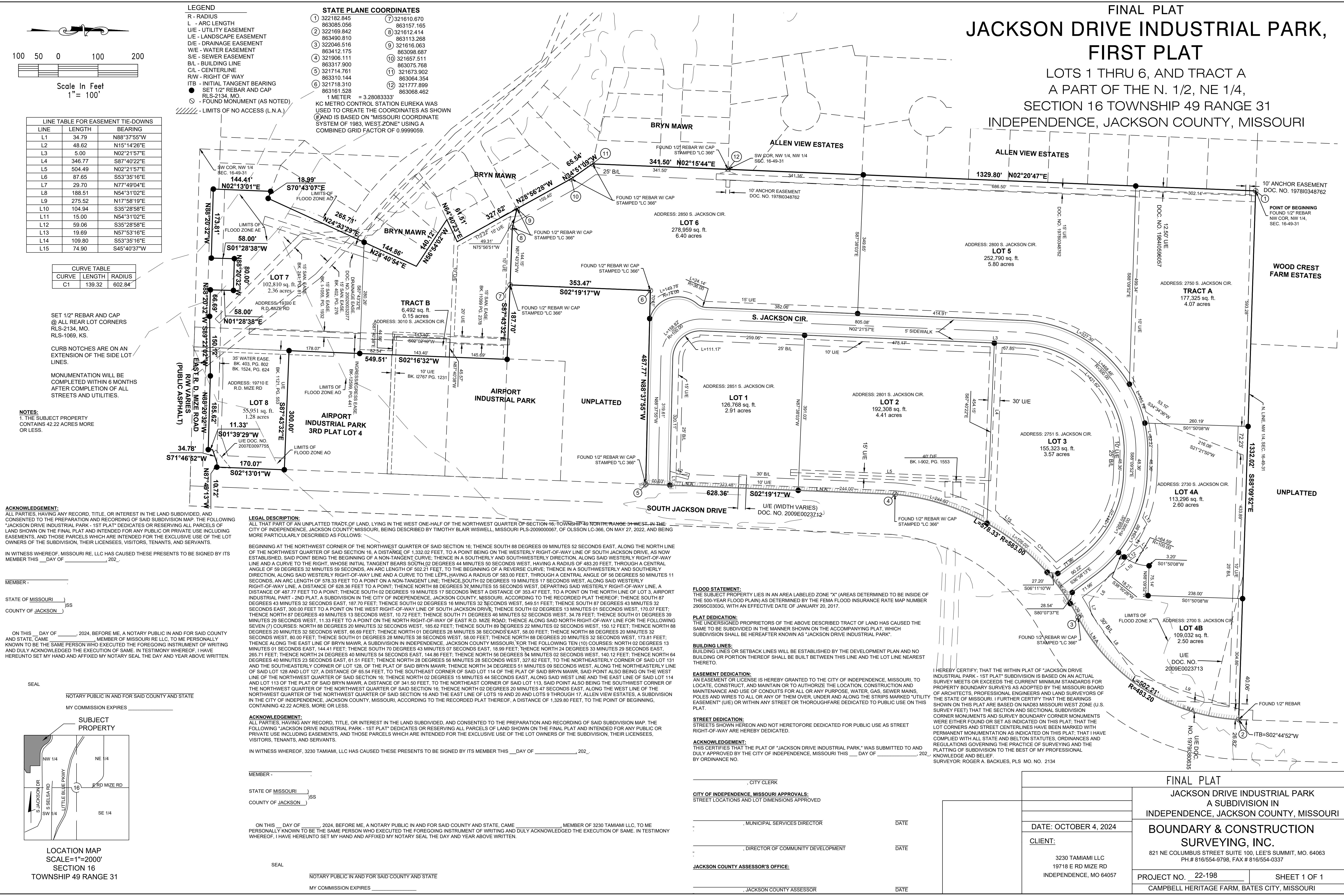
7/15/2024

Date

DocuSigned by:

 Owner's Signature

7/15/2024

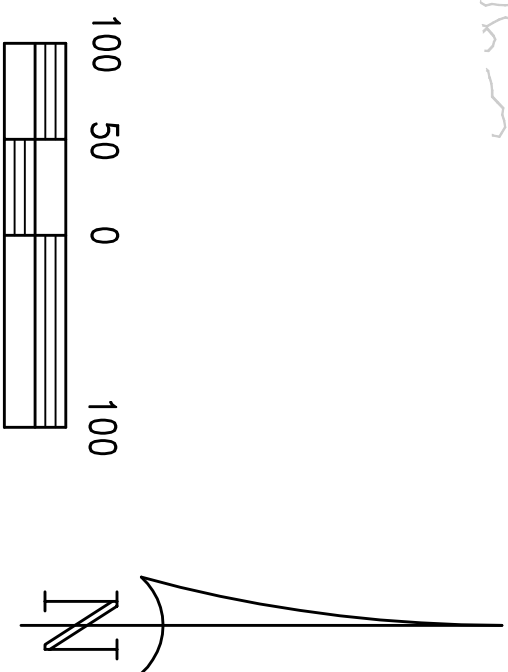
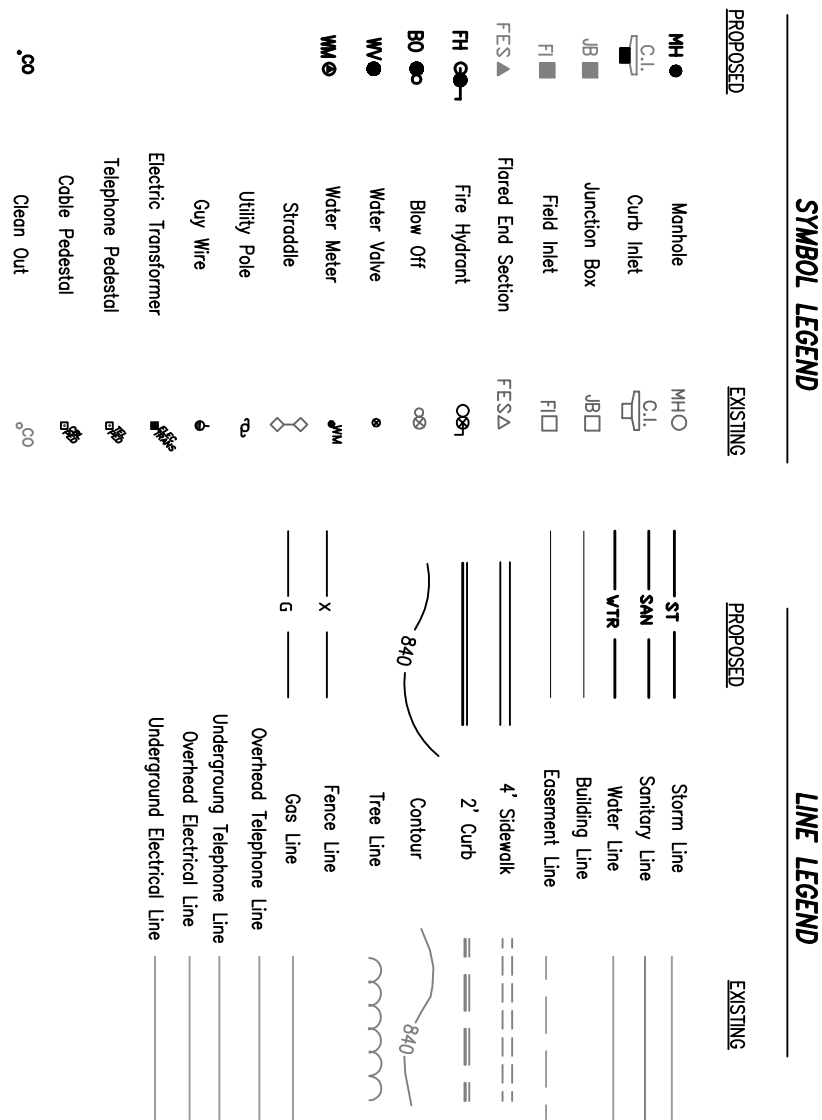
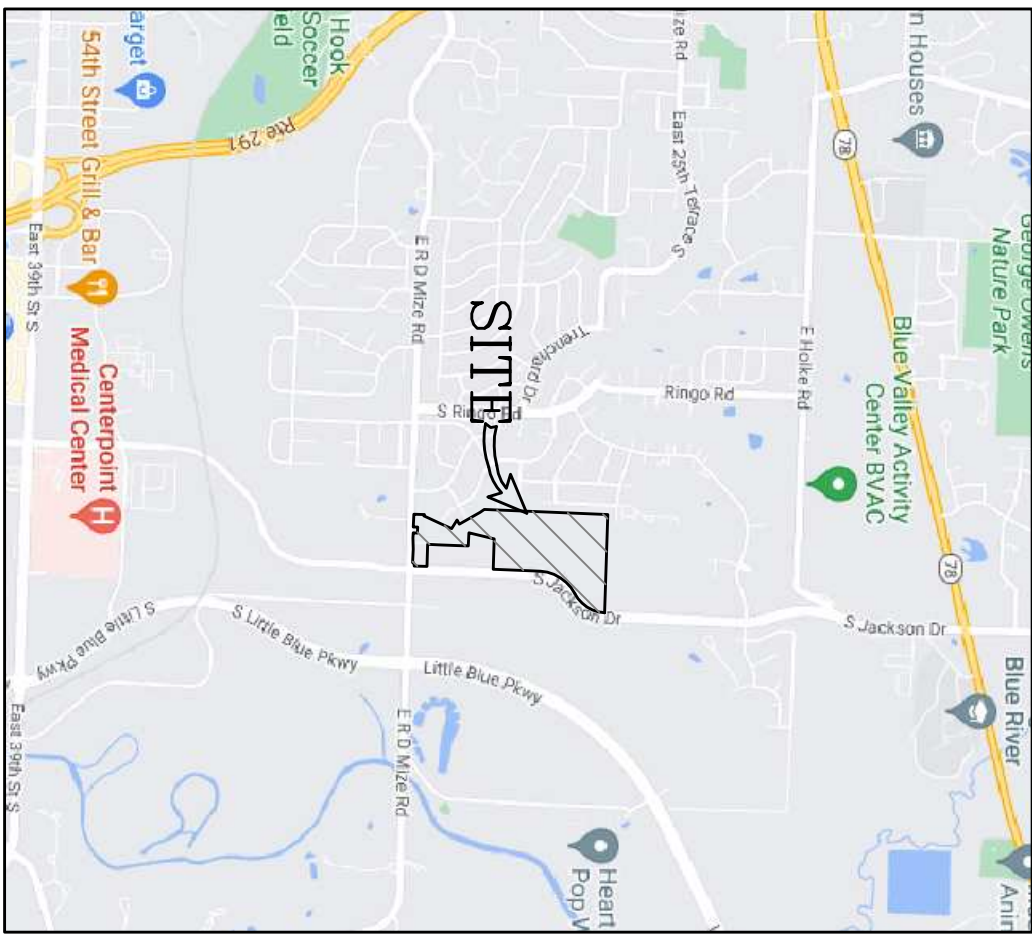
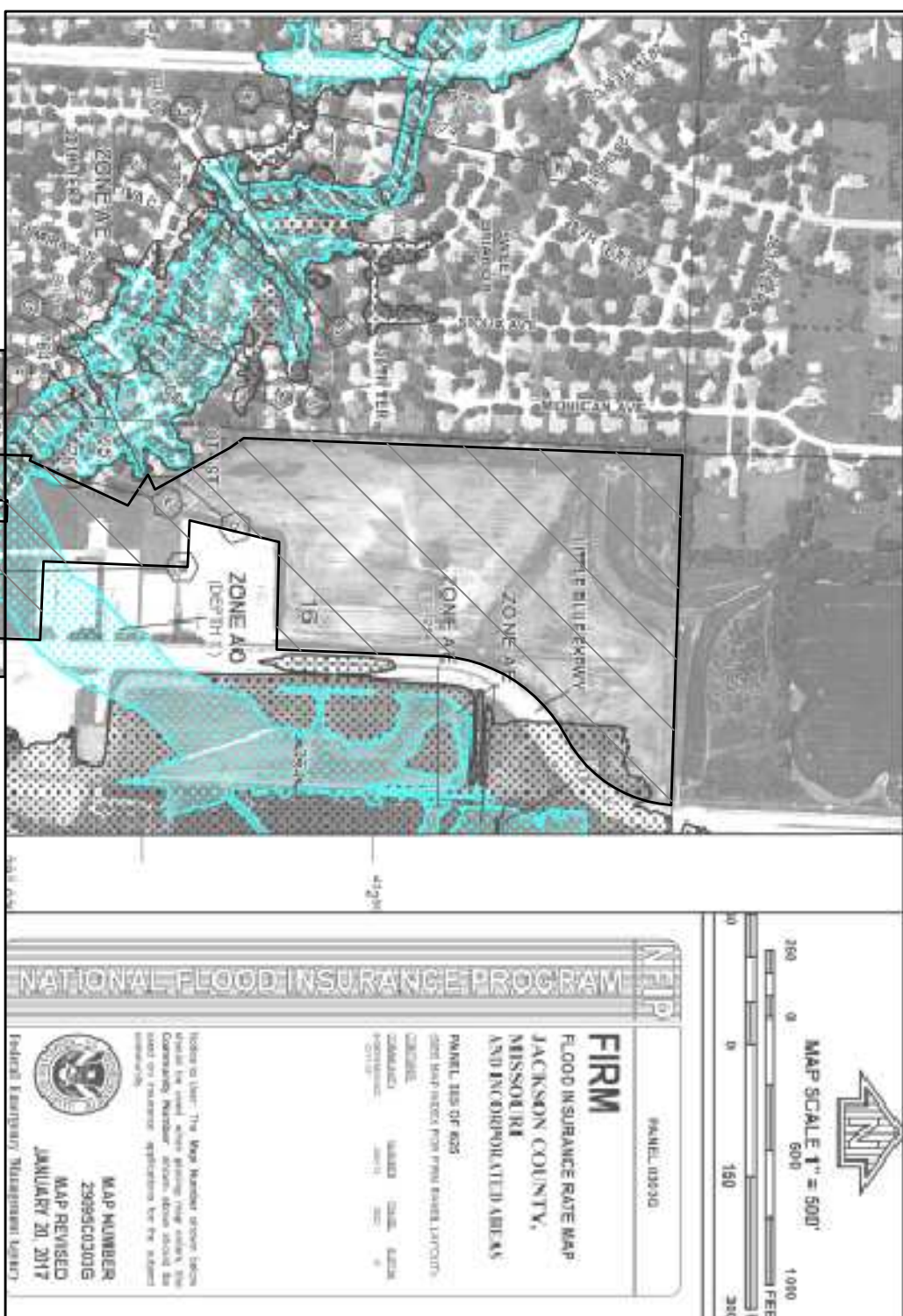
Date



DEVELOPER:
MISSOURI RE
3000 S JACKSON DR
INDEPENDENCE, MO

NOTE:

1. TOTAL LAND AREA = 42.56 ac
2. TOTAL NUMBER OF PROPOSED LOTS = 8 LOTS
3. ALL ROADS AND UTILITIES SHALL BE BUILT TO CITY CODES AND DEDICATED TO THE CITY.
4. ROADS SHALL BE 32' WIDE WITH 60' OF ROW.
5. THIS DEVELOPMENT IS PART OF A REGIONAL BASIN LOCATED ON THE PROPOSED TRACT A.
6. ALL STORM SEWERS SHALL BE BUILT TO CITY STANDARD AND DEDICATED TO THE CITY ALONG WITH ANY EASEMENTS REQUIRED



LOCATION MAP

AERIEL MAP

PRELIMINARY PLAT

PRELIMINARY PLAT
FOR JACKSON DRIVE INDUSTRIAL PARK
LOTS 1 THRU 8 AND TRACTS A & B

JACKSON DRIVE INDUSTRIAL PARK
INDEPENDENCE, JACKSON COUNTY, MISSOURI

Quist Engineering Inc.

Civil Engineering for Residential & Commercial Site Development

**821 NE Columbus ST.
Lee's Summit, Missouri 64063
Phone: (816) 550-5675
e-mail = rwalquist@quistengineering.com**

DATE	REVISION	BY
- 3-25-22	- PER CITY COMMENTS	-
4-7-22	PER CITY COMMENTS	
4-8-22	PER CITY COMMENTS	

DRAWN BY	RAW
CHECKED BY	RAW
DATE	3-10-22
PROJECT NO.	E21-320
SCALE	1"=50'



Planning Commission Minutes

October 15, 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 10/15/2024, 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, Edward Nesbitt, Dan O'Neill, Virginia Ferguson, Jose Torres, Michael Young. Absent - Eric Ashbaugh.

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 Edward Nesbitt seconded the motion. The motion was approved Yes 6, No 0, Abstained 0.

1. **Planning Commission Minutes – August 27, 2024 & September 10, 2024**
2. **Case #24-320-07 – Final Plat – Jackson Drive Industrial Park** – A request by Hullmark Construction for Final Plat at the northwest corner of R.D. Mize and Jackson Drive.

CASE WITHDRAWN

1. **Continued 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 TO BE CONTINUED - STAFF RECOMMENDS THESE CASES BE CONTINUED TO THE OCTOBER 29, 2024 MEETING.

1. **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 Edward Nesbitt made a motion to continue the case. Commissioner Virginia Ferguson seconded the motion. The motion was approved Yes 6, No 0, Abstained 0.

2. **Case 24-100-17 Rezoning – 10109, 10116, 10120, 10124, 10125, 10200, 10201, 10202, 10205, 10321, 10323, 10325, and 10327 E 18th St S; 1800 and 1803 S Ash Ave; and 1804 and 1809 S Maywood Ave.** – A City rezoning from C-2 (General Commercial) to R-6 (Single-Family Residential).

Motion

Commissioner Edward Nesbitt made a motion to continue the case. Commissioner Virginia Ferguson seconded the motion. The motion was approved Yes 6, No 0, Abstained 0.

OTHER BUSINESS

1. **Case 24-400-21 Short-Term Rental – 309 E Short Ave** – A request by Ben Allgeyer 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

Rob Scarborough, 603 Quincy Blvd, Smithville, stated he would be the property manager for this address. He said the owner owns the two houses next door to each other. He noted he manages four other Short Term Rentals in Independence. He stated he has great reviews and has had no issues with those properties and the City.

Public Comments

Austin Gragg, 327 E Short Ave, stated the residents of this neighborhood are against making this home a commercial business. He's concerned about this property being owned by an investor and has out-of-town management. Mr. Gragg says this will lead to sex trafficking and drugs being brought into the neighborhood.

In response, Mr. Scarborough said he understands the feelings and sentiments. He stated he spoke to a neighbor this evening who was not against this application. He said the neighbor was

concerned that the lawn had not been mowed regularly this summer. Mr. Scarborough assured the neighbor that if this application is approved, it will be regularly mowed on a schedule. Mr. Scarborough said with the other properties he manages, he frequently sees people needing a short-term rental when dealing with a house fire or similar displacement.

Commissioner Comments

In response to Commissioner Nesbitt's question, Mr. Scarborough said when he spoke to the owner, they had planned to have one as a long term rental and one as a short term rental. He said the owner is not looking to sell the properties to his knowledge.

In response to Chairwoman Wiley's question, Mr. Glaser stated the City did not receive a protest petition on this application.

In response to Commissioner Young's question, Mr. Scarborough said he lives in Smithville and is within a 30-minute drive of this property.

Motion

Commissioner Edward Nesbitt made a motion to approve the case. Commissioner Dan O'Neill seconded the motion. The motion was approved Yes 5, No 1, Abstained 0.

2. **Case 24-400-22 Short-Term Rental – 915 S Brookside Ave** – A request by Jamee Woolery 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.

In response to Commissioner Nesbitt, Mr. Glaser said there are some thickets and bushes along the road.

Applicant Comments

Jamee Woolery, 919 S. Brookside, stated they originally purchased this property for an elderly family member that has since entered hospice case. Ms. Woolery said they've done long-term rentals in the past, but prefer a short-term rental so they can keep the house in good condition.

In response to Commissioner Nesbitt's question, Ms. Woolery said they had advertised and were told by the City that they could keep the current bookings. Ms. Woolery said they've worked on improving the outside of the home all summer.

Commissioner O'Neill said there is a large elevation change and the weeds are not as tall as they appear in pictures.

In response to Chairwoman Wiley's question, Ms. Woolery said they have a company they hire when the driveway gets iced over.

Commissioner O'Neill suggested a sign that warns renters to be careful when backing out of the driveway, based on his experience when visiting the property.

Public Comments

No public comments.

Motion

Commissioner Edward Nesbitt made a motion to approve the case. Commissioner Michael Young seconded the motion. The motion failed. Yes 3, No 3, Abstained 0.

ROUNDTABLE - NEXT MEETING OCTOBER 29, 2024

ADJOURNMENT

The meeting was adjourned at 6:48 p.m.

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

24-110 **2R** An ordinance amending Independence City Code Section 5.01.023 "License Denial, Suspension or Revocation". **2R**

Recommendations:

Staff recommends approval.

Background:

The current city code already stipulates that an individual whose business license has been revoked may not apply for another license within 12 months. If a business license is revoked, in most cases the same use can be re-established. This amendment would require an applicant that proposes a similar use on a property where a business license has been revoked to apply for a special use permit, thus allowing the City to have careful consideration of the proposed use. If a proposed use is not similar, a special use permit would not be required, and it would be subject to the applicable City Code regulations.

Emergency Justification:**Fiscal Impact:**

No fiscal impact.

Council Action:

Department / Contact	Community Development /
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REVIEWERS

Tom Scannell
Jeremy Cover
Meagan Borth
Zachary Walker
Susanne Holland

ATTACHMENTS:

1. Ordinance - Business license Revocation SUP

2. Sec. 5.01.023. License denial suspension or revocation

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE AMENDING INDEPENDENCE CITY CODE SECTION 5.01.023 “LICENSE DENIAL, SUSPENSION OR REVOCATION”.

WHEREAS, City Code currently allows for the City to deny, suspend, and revoke business licenses after an Administrative Hearing process; and

WHEREAS, the current City Code already states that a person whose business license has been revoked cannot apply for a business license for 12 months; and

WHEREAS, City Council desires to amend the business license section to require an applicant of a similar use on a property where a business license has been revoked to submit a special use permit prior to applying for a business license.

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

SECTION 1. The Code of Ordinances of the City of Independence Section 5.01.023.B.3 shall hereby be amended.

“Sec. 5.01.023. License denial, suspension or revocation.

3. *Licensing After Revocation.*

A. A person whose license is revoked under this chapter **shall** ~~may~~ not apply for another business license under this chapter for a period of 12 months after the final decision in the administrative appeals process or an appeal period runs without an appeal, whichever is later.

B. **The applicant of any similar use proposed on a property where a previous business license has been revoked shall submit a special use permit application in accordance with Chapter 14, Article 7 prior to submitting a business license application.**”

SECTION 2. That all other parts and provisions of the City Code not in conflict herewith shall remain in full force and effect unless previously or subsequently amended or repealed.

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

PASSED THIS _____ DAY OF _____, 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

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

Sec. 5.01.023. License denial, suspension or revocation.

A. Denial.

1. *Basis for Denial.* The City may deny a business license application, for any of the following reasons:
 - a. Any reviewing department, division or agency of the City has denied the application pursuant to any applicable provisions of the City Code;
 - b. Applicant is delinquent in the payment of any taxes or fees due the City under this chapter;
 - c. The application contains false or incomplete information;
 - d. Noncompliance with (a) any requirement or condition set by the City Council, Planning Commission, or Community Development Department or, (b) a conditional use permit, if applicable, granting a variance or special exceptions;
 - e. Noncompliance with any City, State or Federal law, code or statute;
 - f. Any other reason expressly provided for in this chapter; or
 - g. The Missouri Department of Revenue cannot issue to the applicant a Certificate of No Tax Due.
2. *Procedures—Cease Operations Order.*
 - a. When a business license application is denied, written notice will be provided by first class mail to the applicant by mailing a cease operations order to the applicant address on file. The cease operations order will identify the reason(s) for denial of the application and inform the applicant they must cease all business activity at the described location. The cease operation order will identify the available appeal process.
 - b. The applicant is deemed to have received written notification three business days after the date of mailing of the cease operations order.
 - c. The City may serve a cease operation order in person by delivery of the order to any management employee at the licensed premises or by posting on the main entrance by tacking, each followed by mailing as set out herein. When tacked or delivered in person to the premises, the cease operations order is effective immediately.
 - d. The City will immediately notify the Police Department of every cease operations order issued. The Police Department will assist in the enforcement of cease operations orders.

B. Suspension or Revocation:

1. *Basis for Suspension or Revocation.* Any business license issued by the City pursuant to this chapter of the City Code may be suspended or revoked for good cause by the issuing authority upon a finding that one or more of the following conditions exist:
 - a. The licensee fails to provide the City the retail sales license from the State of Missouri or a Certificate of No Tax Due as provide in this Chapter;
 - b. The renewal document contains false or incomplete information;
 - c. The licensee obtained or aided another person to obtain a license by fraud or deceit;
 - d. The licensee is delinquent in the payment of any taxes or fees due the City;
 - e. The licensee refused to allow, or interfered with, inspection of the licensed premises by authorized representatives of the City;

Chapter 5 - BUSINESS LICENSES
ARTICLE 1. ADMINISTRATION OF LICENSES IN GENERAL, AND REQUIREMENTS THEREOF

- f. Violations of this chapter of the City Code by agents or employees of a licensee and/or violations of any other laws by agents or employees committed while acting as an agent or employee of the licensee;
 - g. The existence of chronic unsanitary conditions, noise, disturbances or other conditions at, in, or attributable to the premises of a licensee, that causes or tends to create a public nuisance, which may injuriously affect the public health, safety, or welfare of others, or which unnecessarily affects the adequate allocation of public safety resources;
 - h. Repeatedly or purposefully permitting, allowing, or causing any business activity in violation of any ordinance, rule or law of the City, State or Federal government:
 - i. Fraudulent practices or misrepresentation in the operation of the business;
 - j. Concealment or misrepresentation in the application of a business license;
 - k. The business operation becomes unlawful or is prohibited by any code, rule or law of the City, State or Federal government;
 - l. The issuance of the license was in error or in violation of the provision of the Code;
 - m. The business premises is condemned, declared a fire hazard, or declared unsafe for business occupancy pursuant to applicable City Code Chapters;
 - n. Wrongful behavior creating a safety issue based on business activity;
 - o. Failure to remain current in the payment of taxes owed the Missouri Department of Revenue; or
 - p. Any other reason expressly provided for in this chapter of the City Code.
2. *Procedures to Suspend or Revoke a Business License.*
- a. The City is empowered, through an Administrative Hearing, to revoke or suspend a license issued under the provisions of this chapter of the Code.
 - b. The hearing(s) shall follow the Administrative Hearing Procedures for Revocation or Suspension of Business and Other Business Licenses established and amended from time to time by the Community Development Department and in effect at the time of the hearing.
 - c. When the City suspends or revokes a business license, the City will provide written notice by first class mail to the licensee by mailing a cease operations order to the last address on file. The cease operation order will include a copy of the City's formal written ruling and inform the applicant they must cease all business activity at the specified location. The cease operation order will identify the appeal process available.
 - d. The Licensee is deemed to have received written notification of the cease operations order three business days after the date of mailing of the order to the last address on file with the Business Licensing Division.
 - e. The City may serve a cease operation order in person by delivery of the order to any management employee at the licensed premises or by posting on the main entrance by tacking, each followed by mailing as set out herein. When tacked or delivered in person to the premises, the cease operations order is effective immediately.
 - f. The City will immediately notify the Police Department of every cease operation notice issued. The Police Department will assist in the enforcement of cease operations orders.
3. *Licensing After Revocation.*
-

Chapter 5 - BUSINESS LICENSES
ARTICLE 1. ADMINISTRATION OF LICENSES IN GENERAL, AND REQUIREMENTS THEREOF

- A.** A person whose license is revoked under this chapter ~~shall~~ **may** not apply for another business license under this chapter for a period of 12 months after the final decision in the administrative appeals process or an appeal period runs without an appeal, whichever is later.
- B.** The applicant of any similar use proposed on a property where a previous business license has been revoked shall submit a special use permit application in accordance with Chapter 14, Article 7 prior to submitting a business license application.
- C.** *Penalty.* Any person or business violating a cease operations order under this chapter shall be subject to a fine of not more than \$500.00 per day upon conviction. Each day of violation is a separate offence.

DRAFT

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

24-111 **1R** An ordinance amending Article 1, “Property Maintenance Code,” of Chapter 4 of the Independence City Code and adopting the 2024 Edition of the International Property Maintenance Code and making other necessary revisions. **1R**

Recommendations:

Staff recommends approval of this item.

Background:

The 2024 International Property Maintenance Code (IPMC) is a comprehensive building code that establishes minimum regulations for property maintenance using prescriptive and performance related provisions. The International Property Maintenance Code is kept up to date through the review of proposed changes submitted by code officials, industry representatives, design professionals, and other interested parties. This 2024 Edition is fully compatible with all the International Codes, published by the International Code Council. Adoption of this code will adhere to Insurance Services Organization (ISO) requirements.

Updated editions of the IPMC are published on a three (3) year cycle. The City of Independence is currently using the 2021 International Property Maintenance Code, as we adopted it in 2022 to remove our antiquated city code version, as well as bring all the code collection together for ease of adoption each cycle. The 2024 IPMC is the latest version of the code.

There are no significant changes to this code for this adoption cycle, just a few items are amended to reflect our city code, and meet the expectations of the various City departments involved.

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

**Department /
Contact**

Community Development /

REVIEWERS

Tom Scannell
Jeremy Cover
Zachary Walker
Susanne Holland

ATTACHMENTS:

1. IPMC Property Maintenance Code Amendments Draft Ordinance

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE AMENDING ARTICLE 1, “PROPERTY MAINTENANCE CODE,” OF CHAPTER 4 OF THE INDEPENDENCE CITY CODE AND ADOPTING THE 2024 EDITION OF THE INTERNATIONAL PROPERTY MAINTENANCE CODE AND MAKING OTHER NECESSARY REVISIONS.

WHEREAS, The City Council of the City of Independence, Missouri desires to adopt the 2024 Edition of the International Property Maintenance Code now that copies have been on file with the City Clerk for ninety (90) days as required by R.S.Mo.67.280, and make other necessary revisions to Article 1 of Chapter 4;

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

SECTION 1. That Section 4.01.001, “Property Maintenance Code”, of the Independence City Code, be and is hereby amended, to read as follows:

“SEC. 4.01.001. Adoption of International Property Maintenance Code.
The International Property Maintenance Code, 2024~~14~~ Edition, as published by the International Code Council be and hereby is adopted as the Property Maintenance Code for the City of Independence, except such portions as are hereinafter deleted, modified or amended by this Article of the City Code.”

SECTION 2. That Section 4.01.002, “Additions, Insertions, Deletions, and Changes”, of the Independence City Code, be and is hereby amended, to read as follows:

“Sec. 4.01.002. - Additions, insertions, deletions, and changes.

Sec. 101.1 Amend to read as follows:

Sec. 101.1 Title. These regulations shall be known as the International Property Maintenance Code of the City of Independence, Missouri, hereinafter referred to as 'this Code'.

Sec. 102.3 Amend to read as follows:

Sec. 102.3 Application of other codes. Repairs, additions or alterations to a structure, or changes of occupancy, shall be done in accordance with the procedures and provisions of the International Building Code, International Existing Building Code, International Energy Conservation Code, International Fire Code, International Fuel Gas Code, International Mechanical Code, International Residential Code, International Plumbing Code and NFPA 70. Nothing in this code shall be construed to cancel, modify or set aside any provision of the Unified Development Ordinance.

Sec. 103.1 Amend to read as follows:

Sec. 103.1 Creation of agency. The Neighborhood Services Division of the City of Independence Community Development Department is hereby created and the official in charge thereof shall

be known as the Code Official. The function of the agency shall be the implementation, administration and enforcement of the provisions of this code.

Sec. 104.1.1 Amend to read as follows:

Sec. 104.1.1 Reinspection Fee. The Code Official is authorized to assess a reinspection fee, per the City's Schedule of Fees, to make a third or subsequent inspection to gain correction of a violation of this code.

Sec. 105.5.1 Amend to read as follows:

Sec. 105.5.1 Method of Service.

A. Whenever the Code Official determines that there has been a violation of this Code, when applicable, notice shall be given to the owner, the occupant and the person or persons responsible therefore in the manner prescribed in this section. Orders, notices and hearing requirements for dangerous buildings shall comply with [Section 4.01.003](#).

B. Such notice prescribed in the preceding paragraph shall:

1. Be in writing;
 2. Include a description of the real estate sufficient for identification;
 3. Include a statement of the reason or reasons why the notice is being issued; and,
 4. Include a notice of an administrative hearing to be held after ten days' notice thereof.
- The notice shall also include a correction order that states the violation must be corrected no later than five days after the hearing, excepting hearing orders with a modified correction date. Furthermore, the notice shall state that if weeds or trash violations are not removed by the correction date, the City may remove or cause to be removed the nuisance and charge the owner for the abatement costs thereof, pursuant to Section 109.5.1. Failure to attend the administrative hearing shall constitute a waiver of all rights to an administrative hearing and determination of the matter.
- a. If the Code Official determines that the nuisance to be abated involves a significant property interest, a search warrant will be acquired for removal of such property. The search warrant will be served in accordance with legal procedure.
 - b. In determining whether a significant property interest is involved, the Code Official shall consider the following:
 - (1) Weeds, weed cuttings, cut and/or fallen trees and shrubs, and overgrown vegetation and noxious weeds in excess of 7 inches are not normally a protected property interest.
 - (2) Nuisance vehicles may be considered a protected property interest.
 - (3) Household items, such as furniture, appliances, etc., in which there appears to be a continuing use and enjoyment, are normally a protected property interest. Household items that are normally kept inside a residence, that are left outside in the elements for longer than the allotted time for our recheck, are considered trash or rubbish (see number 4).
 - (4) Rubbish, trash, debris, rocks, dead animals, etc., are not protected interests.

C. Such notice shall be deemed to be properly served if a copy thereof is (a) delivered to the owner, owner's representative and occupant personally; or (b) sent by first class mail addressed to the owner, owner's representative and occupant at the last known address (as reflected in the

Jackson County, Missouri tax records); or (c) by posting such notice in a conspicuous place in or about the premises effected by such notice.

D. If weeds are allowed to grow, or if refuse is allowed to accumulate, on the same property in violation of this Code more than once during the same growing season in the case of weeds, or more than once during a calendar year in the case of refuse, the required notice shall be:

1. For the second violation, the notice shall be sent in the manner prescribed in paragraph C above and state that if the weeds or refuse are not removed within seven days of issuance of said notice, the City may remove or cause to be removed the nuisance and charge the owner for the abatement costs thereof, pursuant to Section 109.5.1 (No hearing shall be required.).

2. For the third and subsequent violations, no additional notice shall be sent, and the City may remove or cause to be removed the nuisance and charge the owner for the abatement costs thereof, pursuant to Section 109.5.1. (No hearing or notice shall be required).

E. It shall be unlawful for the owner of any premises who has received a correction order or upon whom a notice of violation has been served to sell, transfer, mortgage, lease or otherwise dispose of to another until the provisions of the correction order or notice of violation have been complied with, or until such owner shall first furnish the grantee, transferee, mortgagee or lessee a true copy of any correction order or notice of violation issued by the Code Official and shall furnish to the Code Official a signed and notarized statement from the grantee, transferee, mortgagee or lessee, acknowledging the receipt of such correction order or notice of violation and fully accepting the responsibility without condition for making the corrections or repairs required by such correction order or notice of violation.

F. The owner of any premises, any representative thereof, and the occupant of such premises is hereby charged with the duty of observing all of the requirements and provisions of this Code; and any or all of said persons and any person or persons causing or contributing to causing or bringing about any violation may be charged with the violation hereof and shall be equally liable.

1. It shall be the duty of the owner or occupant of the premises, or any authorized representative, or the person causing or maintaining such violation, to immediately abate the same after an order by the Code Official or Building Official in accordance with the terms prescribed in said order; and any failure to do so shall constitute a violation of this Code and subject such persons to the penalties herein prescribed.

2. Extension of Time to Perform Work. Upon receipt of an application from the person required to conform to the order and an agreement by such person for compliance with the order if allowed additional time, the Code Official may grant an extension of time, not to exceed an additional 180 days, within which to complete said abatement, repair, rehabilitation or demolition, if the Code Official determines that such an extension of time will not create or perpetuate a situation that is imminently dangerous to life or property. The Code Official's authority to extend time is limited to the abatement of the violation on the premises, the physical repair, rehabilitation, or demolition of the structure and will not in any way effect or extend the time to appeal the previous notice and order.

3. When there is an immediate danger to the health, life, safety, or welfare of any person because of a dangerous condition which exists in violation of this Code, the Code Official shall have the power to order the abatement or correction of such dangerous condition without notice or hearing. No appeal shall lie from an emergency order to the Board of

Building and Engineering Appeals. The cost of emergency abatement or correction shall be recovered or provided in Section 109.5.1.

G. Specific procedures for repairs must be followed:

1. The structure shall be repaired within the time specified by the Code Official, or it shall be temporarily closed in accordance with this Code. No person shall occupy, remain in, or enter any building which has been so posted or allow or permit such entry or occupancy by any other person until conditions necessitating the posting have been remedied, except that entry may be made to repair, demolish or remove such structure or to remove personal property.

2. Upon repair of any structure which has been posted by the Property Maintenance Code Official or the Building Official, an inspection shall be requested of and made by the Building Official or authorized representative. If such structure is determined to be fit for human occupancy, a certificate of occupancy so stating shall be issued.

3. All structures which are temporarily closed shall be closed and kept closed in accordance with these standards until the structure complies with the Building Code and Property Maintenance Code, or is demolished:

a. A permit shall be obtained from the Building Official before commencement of work.

b. All exterior openings are to be closed and the property owner or the owner's representative shall be responsible for maintaining secure windows, doors, and other openings.

c. Materials missing or broken shall be replaced by similar construction or may be replaced by solid wood construction of exterior grade plywood at least one-half-inch thick.

d. Materials approved by the Building Official may be used which provide equivalent protection to the building from those attempting to gain entrance.

e. Any material used to close openings in exterior walls of open buildings shall be neatly installed in a manner substantially in accordance with recognized levels of workmanship for the building construction industry.

f. All plywood shall be painted with two coats of exterior paint in a neutral color that blends inconspicuously with the exterior colors of the building.

g. The building or structure shall be baited for rodents and insects.

h. The roof shall be made watertight.

i. All loose and hanging exterior parts shall be removed.

j. All rubbish and garbage from the interior and exterior of the premises shall be removed.

4. In the event a building, temporarily closed as the result of an order of vacation by the Code Official or the Building Official, remains closed in excess of 150 days, a dangerous building case may be initiated against the structure to determine whether the structure should be demolished.

5. Any person effected by a decision of the Code Official, as issued under this Code, shall have the right to appeal to the Board of Building and Engineering Appeals as established in Section 107.

H. Repair or abatement by City: The Code Official may, in addition to any other remedy provided by this Code, cause a structure to be repaired or a violation abated to the extent

necessary to correct the conditions which render the structure or premises substandard. The cost of such repair or abatement shall be recovered as provided in Section 109.5.1.

1. Whenever any repair or abatement work is to be done pursuant to this Code, the Code Official shall request that the work be accomplished by City personnel or by private contract under direction of the Code Official. Plans and specifications therefore may be prepared by the Code Official or by an architectural or engineering firm that has been awarded a contract for such purpose.

Sec. 106.2 Alternative materials, design and methods of construction and equipment. Delete.

Sec. 106.3 Required testing. Delete.

Sec. 106.4 Used material and equipment. Delete.

Sec. 106.5 Approved materials and equipment. Delete.

Sec. 106.6 Research reports. Delete.

Sec. 107.1.1 Amend to read as follows:

Sec. 107.1.1 Board of Building and Engineering Appeals. The Board of Building and Engineering Appeals has been established per Section 108 of the International Property Maintenance Code.

Sec. 108.1 Amend to read as follows:

Sec. 108.1 Membership of board. The board of appeals shall consist of not less than five (5) members who are qualified by experience and training to pass on matters pertaining to property maintenance and who are not employees of the jurisdiction. The Code Official shall be an ex-officio member but shall not vote on any matter before the board. The board shall be appointed by the mayor of the City of Independence.

Sec. 109.4.1 Amend to read as follows:

Sec. 109.4.1 Violation responsibility.

A. The owner of the premises shall maintain the structures and exterior property in compliance with the requirements of this Code. A person shall not occupy as owner-occupant or permit another person to occupy premises which do not comply with the requirements of this Code.

1. Unless otherwise provided, every owner shall be responsible for complying with the requirements of this article even though a similar responsibility is also imposed on the occupant of the dwelling unit. Whenever a building contains more than one dwelling unit the owner shall be responsible for:

a. Extermination of insect or rodent infestation that extends beyond a single occupied dwelling unit. Whenever rodent infestation in a dwelling unit is caused by the failure of the owner to maintain such dwelling in a rodent proof condition, extermination thereof shall be the sole responsibility of the owner.

b. The installation, maintenance and proper operation of the electrical, plumbing, heating, cooling and ventilation systems within the building.

2. In multi-family dwellings the owner shall be responsible for supplying facilities or containers sufficient and adequate for the sanitary and safe storage and disposal of refuse.

3. Unless otherwise provided, every adult occupant of a dwelling unit shall be responsible for complying with the requirements of this article, even though a similar responsibility is

also imposed upon the owner. However, only the adult occupant of a dwelling unit shall have the responsibility for:

- a. Keeping the dwelling unit clean, sanitary and in a safe condition.
- b. Storing and disposing of all refuse and other organic wastes in the required manner.
- c. Furnishing and maintaining approved devices, equipment or facilities necessary to keep the dwelling unit safe and sanitary.
- d. Extermination of insects and rodents on the premises.
- e. Maintaining the dwelling unit in a condition so as not to breed insects and rodents or produce dangerous or noxious gases or odors.

B. It shall be unlawful for any person, firm or corporation to erect, construct, alter, extend, repair, remove, demolish, maintain, fail to maintain, provide, fail to provide, occupy, let to another or occupy or permit another person to occupy any structure or equipment regulated by this code, or cause same to be done, contrary to or in conflict with or in violation of any of the provisions of this Code, or to fail to obey a lawful order of the Code Official, or to remove or deface a placard or notice posted under the provisions of this Code.

1. No person shall obstruct, impede or interfere with any officer, employee, contractor or authorized representative of the City or with any person who owns or holds any estate or interest in any premises which has been ordered abated, repaired, vacated or demolished under the provisions of this Code, or with any person to whom such premises has been lawfully sold pursuant to the provisions of this Code, whenever such officer, employee, contractor or authorized representative of this City, person having an interest or estate in such property or premises, or purchaser is engaged in the work of abating any violation, repairing, vacating and repairing, or demolishing any such structure pursuant to the provisions of this Code, or in performing any necessary act preliminary to or incidental to such work or authorized or directed pursuant to this Code.

C. Any person who shall violate a provision of this article shall, upon conviction thereof, be subject to a fine of not less than \$150.00 for the first conviction, a fine of not less than \$300.00 for the second conviction, and a fine of not less than \$500.00 for the third and subsequent convictions. In addition to, or in-lieu-of, such fines, such person may be required to complete a training course at a cost of \$50.00 per person per assigned training course regarding property maintenance and may be required to provide community service. Each day that a violation continues after due notice has been served shall be deemed a separate offense and a separate citation may be filed for said offense.

D. In case of any unlawful acts the Code Official shall institute an appropriate action or proceeding at law. Also, the Code Official shall ask the City Counselor to proceed at law or in equity against the person responsible for the violation for the purpose of ordering that person:

1. To restrain, correct or remove the violation or refrain from any further execution of work;
2. To restrain or correct the erection, installation, maintenance, repair or alteration of such structure;
3. To require the removal of work in violation;
4. To prevent the occupancy of the structure that is not in compliance with the provisions of this Code; or,
5. To pay all costs incurred in the enforcement of this Code against the property, including administrative costs and costs of remedying the violation.

Sec. 109.5.1 Amend to read as follows:

Sec. 109.5.1 Recovery of Costs.

A. The Code Official shall keep an itemized account of the expenses incurred in the abatement of any violation, repair or demolition of any building done pursuant to the provisions of this Code. Upon the completion of the work of the abatement, repair or demolition, said Code Official shall prepare, file, and certify with the Finance Director a report specifying the work done, the itemized and total cost of the work, a description of the real property upon which the work was performed, and the names and addresses of the persons entitled to notice pursuant to this Code.

B. Thereafter, the Finance Director shall cause a bill to be issued to the property owner seeking payment of the abatement, repair or demolition costs. If, after 30 days, the bill is not paid in full, then the Finance Director shall cause the certified costs to be included in a special tax bill for the property as hereafter provided.

C. The property owner may file a written protest on the grounds that a mistake or error was made in the calculation of costs in the bill. Such written protest must be filed with the Code Official within 30 days of the date that the Finance Director issued the abatement cost bill and shall contain a description of the effected property. The Code Official shall set a date and time to hear the protest. If the Code Official finds that a mistake or error has been made, the Code Official may make such revision, correction or modification in the bill as is necessary to remedy the mistake or error. The decision of the Code Official on the protest and the final bill amount shall be final. The property owner shall have 30 days from the date of the decision of the Code Official to pay the bill. If, after 30 days, the bill is not paid in full, then the Finance Director shall cause the certified costs to be included in a special tax bill for the property as hereafter provided.

D. A special tax bill shall be an assessment which is a lien against the lot or parcel of land assessed. The lien shall be subordinate to all existing special assessment liens previously imposed upon the same property and shall be paramount to all other liens except for State, County and Municipal taxes, with which it shall be on a parity. The lien shall continue until the assessment and all interest due and payable are paid.

E. Copies of the assessment shall be given to the Jackson County Tax Collection Division, which shall add the amount of the assessment to the next regular tax bill levied against the parcel for Municipal purposes.

F. The amount of the assessment shall be collected at the same time and in the same manner as ordinary property taxes are collected; and shall be subject to the same penalties and procedure and sale in case of delinquency as provided for ordinary property taxes. All laws applicable to the levy, collection and enforcement of property taxes shall be applicable to this assessment.

G. All money recovered by payment of the charge or assessment or from the sale of the property at foreclosure sale shall be paid to the Finance Director who shall credit the same to the appropriate fund.

Sec. 111.1 Amend to read as follows:

Sec. 111.1 Unsafe conditions. When a structure or equipment is found by the Code Official to be unsafe, or when a structure is found unfit for human occupancy, or is found unlawful, such structure shall be found to be "Unsafe to Occupy" pursuant to the provisions of this code.

Sec. 111.1.1 Amend to read as follows:

Sec. 111.1.1 Unsafe structures. Unsafe structures will be handled in accordance with Municipal Code Section 4.01.004.

Sec. 111.3 Amend to read as follows:

Sec. 111.3 Record. The Code Official shall cause a report to be filed on an unsafe condition. The report shall state the nature of the unsafe condition.

Sec. 111.4 Amend to read as follows:

Sec. 111.4 Notice. Whenever the Code Official determines that there has been a violation of this code or has grounds to believe that a violation has occurred, notice shall be given in the manner prescribed in Section 105.5.1.

Sec. 111.7 Placarding. Delete.

Sec. 111.8 Prohibited occupancy. Delete.

Sec. 112.5 Amend to read as follows:

Sec. 112.5. Cost of emergency repairs. Costs incurred in the performance of emergency work shall be paid by the jurisdiction. Recovery costs shall be per Section 109.5.1.

Sec. 112.6 Hearing. Delete.

Sec. 113 Demolition. Delete.

Sec. 202 Amend to read as follows:

Sec. 202 General Definitions.

ACTIVE AGRICULTURAL USE means the tilling of the soil, the raising of crops, horticulture, apiculture, livestock farming, the raising of small animals and poultry, dairying and animal husbandry.

APPROVED means to be approved by the Code Official.

BASEMENT or CELLAR means that portion of a structure which is partly or completely below grade.

BATHROOM means a room containing plumbing fixtures including a bathtub or shower.

BUILDING means an enclosed structure anchored to a permanent foundation and having exterior or party walls and a roof, designed for the shelter of persons, animals, or property. When divided by other than common or contiguous walls, each portion or section of such building shall be regarded as a separate building.

BUILDING CODE means the Building Code as officially adopted by the City Council and carried as Article 5 of this chapter and is for the regulation of construction, alteration, addition, repair, removal, demolition, location, occupancy and maintenance of buildings and structures.

BUILDING OFFICIAL mean the official who is charged with the administration and enforcement of the City's Building Code.

CERTIFIED LABORATORY means any laboratory certified by a state certification agency or board to sample, test, examine, and measure concentrations of hazardous and toxic chemicals.

CITY CODE means the Code of the City of Independence, Missouri.

CODE OFFICIAL, or PROPERTY MAINTENANCE CODE OFFICIAL means the official who is charged with the administration and enforcement of this Property Maintenance Code, or any duly authorized representative.

COLLECTION means the removal and transportation of refuse from its place of storage.

COMMERCIAL PREMISES means business properties including apartment buildings with three or more units.

CONDEMN means to adjudge unfit for occupancy.

CONSTRUCTION DOCUMENTS means all the written, graphic and pictorial documents prepared or assembled for describing the design, location and physical characteristics of the elements of the project necessary for obtaining a building permit. The construction drawings shall be drawn to an appropriate scale.

DORMITORY means a space in a building where group sleeping accommodations are provided in one room, or in a series of closely associated rooms, for persons not members of the same family group.

DWELLING UNIT means a single unit providing complete, independent living facilities for one or more persons, including permanent provisions for living, sleeping, eating, cooking and sanitation.

EGRESS means a continuous and unobstructed means of exit to a public way and shall include intervening aisles, doors, doorways, corridors, exterior exit balconies, ramps, stairways, smokeproof enclosures, horizontal exits, exits passageways, exit courts, and yards.

ELECTRICAL CODE means the Electrical Code officially adopted by the City Council and carried as Article 7 of this chapter and is for the regulation of installation, alteration, addition, repair, removal, demolition, location, and maintenance of electrical service in buildings and structures.

EXIT WIDTH means a clear and unobstructed area provided for egress.

EXTERIOR PROPERTY means the open space on the premises and on adjoining property under the control of owners or operators of such premises.

EXTERMINATION means the control and elimination of insects, rodents, or other pests by eliminating their harborage places; by removing or making inaccessible materials that may serve as their food; by poisoning, spraying, fumigating, or trapping; or by any other recognized and legal pest elimination method.

FAMILY means one or more persons who are related by blood or marriage, living together and occupying a single housekeeping unit with single kitchen facilities, or a group of not more than five persons (excluding servants) living together by joint agreement and occupying a single housekeeping unit with single kitchen facilities on a non-profit, cost sharing basis.

FIRE CODE means the Fire Code as officially adopted by the City Council and carried as Article 1 of Chapter 9 of the City Code and is for the detection and suppression of fire, or the ascertaining and correction of conditions which tend to cause fire or contribute to its spread.

GARBAGE means the putrescible animal and vegetable wastes resulting from the preparation, cooking, serving and consumption of food.

HABITABLE SPACE means space in a structure for living, sleeping, eating or cooking.

Bathrooms, toilet compartments, closets, halls, storage or utility spaces, and similar areas are not considered habitable spaces. No room shall be considered a habitable room which contains less than seventy (70) square feet of floor area.

HARBOR means any condition which provides shelter, food or protection and favors multiplication and continued existence.

HAZARDOUS or UNSANITARY PREMISES means those premises on which an accumulation of weeds, vegetation, junk, dead organic matter, debris, garbage, offal, rat harborages, stagnant

water, combustible materials and similar materials or conditions which constitute fire, health, or safety hazards.

HOTEL means any building containing six or more guest rooms, intended or designed to be occupied, or which are rented or hired out to be occupied, for sleeping purposes by guests.

ILLEGAL DRUG MANUFACTURING or STORAGE SITE means any premises where evidence of illegal manufacture or storage of a controlled substance, as defined by SEC.

12.02.001 of the City Code, is found.

INFESTATION means the presence, within or contiguous to, a structure or premises of insects, rats, vermin, or other pests.

INSECTS means roaches, fleas, termites, lice, flies, ants, mosquitoes, bees, hornets, wasps and their larvae.

KITCHEN means any room used for the preparation of foods.

LET or LET FOR OCCUPANCY means to permit possession or occupancy of any dwelling by a person who is or is not the legal owner of a record thereof, pursuant to a written or unwritten lease, agreement or license, or pursuant to a recorded or unrecorded agreement of contract for the sale of land.

LITTER means garbage, refuse, rubbish, and all other waste materials which have been thrown, deposited, scattered or otherwise not contained in a manner provided for in this Code.

MECHANICAL CODE means the Mechanical Code as officially adopted by the City Council and carried as Article 6 of this chapter and is for the regulation of installation, alteration, addition, repair, removal, demolition, location, and maintenance of mechanical systems including but not limited to heating, air conditioning, and ventilation.

MOTOR VEHICLE means any self-propelled vehicle, including but limited to cars, trucks, motorcycles and recreational vehicles.

MULTI-FAMILY DWELLING means a building or portion thereof arranged, intended, or designed for occupancy by three or more families, including apartment houses, garden apartment buildings, and apartment hotels.

NEWEL POSTS/SAFETY TERMINAL means the outermost projection of a stair step.

NOXIOUS GASES, FUMES and ODORS mean any airborne substance, whether visible or invisible and whether particulate or not, which causes nausea, vomiting, dizziness, headaches, eye or skin irritation or other physical injury to any person.

NOXIOUS PLANTS means poison ivy, poison oak, and poison sumac, at any height or state of maturity.

OCCUPANT means any person living or sleeping in a building; or having possession of a space within a building.

ONE-FAMILY DWELLING means a detached building arranged, intended or designed for occupancy by one family.

OPEN STORAGE means the storage of materials, goods, or merchandise that is either not intended for outside use or may be used for temporary outside uses but storage of which will cause it to become damaged, decayed, rotted, rusted or otherwise unusable stored in the elements of outdoors. The Code Official may determine which items are considered open storage as well.

OPENABLE AREA means that part of a window or door which is available for unobstructed ventilation, and which opens directly to the outdoors.

OWNER means any person, agent, operator, firm or corporation having a legal or equitable interest in the property; or recorded in the official records of the state, county or municipality as holding title to the property; or otherwise having control of the property, including the guardian

of the estate of any such person, and the executor or administrator of the estate of such person if ordered to take possession of real property by a court.

OWNER'S REPRESENTATIVE means any person who has charge, care or control of a structure or premises which is let or offered for occupancy.

PERSON means an individual, corporation, partnership or any other group acting as a unit.

PLUMBING means the practice, materials and fixtures utilized in the installation, maintenance, extension and alteration of all piping, fixtures, appliances and appurtenances within the scope of the plumbing code.

PLUMBING CODE means the Plumbing Code officially adopted by the City Council and carried as Article 4 of this chapter and is for the regulation of installation, alteration, addition, repair, removal, demolition, location, and maintenance of plumbing systems.

PLUMBING FIXTURE means a receptacle or device which is either permanently or temporarily connected to the water distribution system of the premises and demands a supply of water therefrom; or discharges wastewater, liquid-borne waste materials, or sewage either directly or indirectly to the drainage system of the premises; or which requires both a water supply connection and a discharge to the drainage system of the premises.

PREMISES means lot, plot or parcel of land including any structures thereon.

PUBLIC WAY means any street, alley, or similar parcel of land essentially unobstructed from the ground to the sky which is deeded, dedicated, or otherwise permanently appropriated to the public for public use and having a clear width of not less than ten feet (10').

RAT HARBORAGE means any condition which provides shelter, food or protection for rats, thus favoring their multiplication and continued existence in, under, or outside a structure of any kind.

RAT STOPPAGE means forms of rat-proofing to prevent the ingress of rats into buildings from the exterior or from one building to another. It consists essentially of the closing of all openings in the exterior walls, ground or first floors, basements, roofs and foundations that may be reached by rats from the ground by climbing or burrowing, with material or equipment impervious to rat gnawing.

REFUSE means waste materials in a solid or semi-solid state consisting of garbage, rubbish or a combination thereof.

RODENTS means rats and mice.

ROOMING HOUSE means a building arranged or occupied for lodging, with or without meals, for compensation and not occupied as a one-family dwelling or a two-family dwelling.

ROOMING UNIT means any room or group of rooms forming a single habitable unit occupied or intended to be occupied for sleeping or living, but not for cooking purposes.

RUBBISH means non-putrescible solid wastes consisting of combustible and/or noncombustible wastes, such as, but not limited to, ashes, cinders, sawdust, shavings, brush, paper, leather, mineral matter, excelsior, rags, cartons, boxes, leaves, wood, glass, and may include stones and rocks, and items not in good repair, rotten, infested or otherwise a matter of public health, safety and welfare, such as wearing apparel, bedding, crockery, appliances, machinery and machinery parts, tires, furniture and similar materials.

SEWAGE means any liquid waste containing human, animal or vegetable matter in suspension or solution, and may include liquids containing chemicals in solution.

SLEEPING ROOM means a room whose principal use is for sleeping purposes only.

STAIR RUN means the distance measured horizontally between the vertical planes of the furthestmost projection of adjacent treads.

STAGNANT WATER means water, which is still, not flowing and running, or contains organic matter that is undergoing anaerobic decomposition.

STORE means to keep, permit or allow to remain upon a premises for a period of longer than seven (7) days.

STRUCTURE means that which is built or constructed or a portion thereof.

THICKETS means dense growths of wild shrubbery, and briar patches.

TOILET ROOM means a room containing a water closet or urinal but not a bathtub or shower.

TRASH means refuse.

TWO-FAMILY DWELLING means a building or portion thereof, arranged, intended, or designed for occupancy.

UNENCLOSED AREA means an area visible from adjacent public or private property that is not completely enclosed with a locked building or locked fenced area.

VENTILATION means the natural or mechanical process of supplying conditioned or unconditioned air to, or removing such air from, any space.

WEATHERING means deterioration, decay or damage caused by exposure to the elements.

WEEDS means all grasses, annual plants and vegetation, other than trees or shrubs provided; however, this term shall not include cultivated flowers and gardens.

WORKMANLIKE means executed in a skilled manner, e.g., generally plumb, level, square, in line, undamaged, and without marring adjacent work.

YARD means an open space on the same lot with a structure.

YARD WASTE means leaves, grass clippings, yard and garden vegetation and Christmas trees. The term does not include stumps, roots or shrubs with intact root balls.

Sec. 302 Amend to read as follows:

Sec. 302 Exterior Property Areas.

Sec. 302.1 Sanitation. Exterior property, structures, and premises shall be maintained in a clean, safe and sanitary condition. The occupant shall keep that part of the exterior property that such occupant occupies or controls in a clean and sanitary condition.

Sec. 302.2 Exterior Property Areas—Violations.

A. All structures and exterior property and premises shall be maintained in a clean, safe and sanitary condition.

1. It shall be unlawful for any person to store, for longer than seven days, any vehicle parts, machinery, implements, tires or tools; boxes, barrels, bottles, cans, drums, bricks, blocks or stones; lumber or building materials; cut brush, tree branches, limbs, or timber; furniture not designed for outdoor use, stoves, refrigerators or freezers or similar items; unless such items are stored within an enclosed building.

All items not stored within a building shall be maintained in good repair and shall not permit or allow infestation by insects or rodents. Wood which is cut in lengths and sizes suitable for use as firewood may be stored in an enclosed building or outside, if evenly stacked, twelve inches (12") off the ground or on a concrete pad, provided that no infestation by insects or rodents occurs and such wood is not located in a required front or side yard. Materials stored for purposes of construction on the premises may be stored for the length of time during which a valid building permit exists, so long as said materials are evenly stacked and no infestation by insects or rodents occurs.

2. Operable farm implements on a premises that is zoned for agricultural use shall be exempt from the prohibition on open storage contained in this section.
3. Industrial and commercial outdoor storage will be in accordance with the Unified Development Ordinance.
4. Nothing in this section shall be applied so as to prohibit the dumping of legal fill materials which is otherwise in compliance with the Code of the City of Independence, Missouri.
5. It shall be unlawful for any person to leave or permit to remain on any exterior property or within any unoccupied or abandoned structure under control of such person, or to leave in any dump, refuse center, or other place accessible to children, any abandoned, unattended, or discarded ice box, refrigerator, or other locking device which has an air-tight door or lid, snap-lock or other locking device which may not be released from the inside, without first removing said door or lid, snaplock, or other locking device from said ice box, refrigerator, or container. If found and no contact can be made with a responsible party, these items will be abated in an emergency fashion, at the discretion of the Code Official or their designee, and recovery of costs will be pursued.

B. All premises and exterior property shall be maintained free from:

1. Noxious plants, noxious weeds and thickets.
2. Premises and exterior property shall be maintained free from weeds or plant growth in excess of seven (7) inches. Noxious weeds shall be prohibited. Weeds shall be defined as all grasses, annual plants and vegetation, other than trees or shrubs provided; however, this term shall not include cultivated flowers and gardens. Upon failure of the owner or agent having charge of a property to cut and destroy weeds after service of a notice of violation, they shall be subject to prosecution in accordance with Section 109.3 as prescribed by the authority having jurisdiction Section 105.5.1(B.4.). Upon failure to comply with the notice of violation, any duly authorized employee of the jurisdiction or contractor hired by the jurisdiction shall be authorized to enter upon the property in violation and cut and destroy the weeds growing thereon, and the costs of such removal shall be paid by the owner or agent responsible for the property.
3. Nothing in this section shall be applied so as to prohibit:
 - a. The use of aquatic habitats, wildlife refuges, wetlands, authorized green belts for educational purposes, demonstration areas and flora treatment projects.
 - b. Active agricultural use of property that otherwise complies with applicable City Code and zoning provisions. However, a minimum cleared space or buffer of no less than twenty-five feet (25') from the property line shall be maintained along all property lines, except those property lines where the adjoining property is an active agricultural use.
 - c. Lots in excess of one acre or undeveloped lots not used for active agricultural use, or portions thereof, which are more than one hundred fifty feet (150') distance from any developed residential or commercial lot.
 - d. Wooded areas of land densely covered with trees, shrubs and vegetation where the land, trees, shrubs and vegetation are and continue to remain uncultivated.
4. Nothing in this section shall be applied so as to prohibit the maintenance of a compost pile on residential property, which compost pile contains only items such as leaves, clippings of grass and other lawn and garden vegetation, ashes and wood chips, which

items are not garbage or of such a nature as to spread or harbor disease, emit noxious gases, fumes or odors, or attract rodents, insects or other animals.

C. All premises, exterior property and structures shall be kept free from insect and rodent infestation. All structures in which insects or rodents are found shall be promptly exterminated by approved processes that will not be injurious to human health. After extermination, proper precautions shall be taken to prevent reinfestation.

1. Whenever conditions inside or under any building or structure provide such extensive rodent-harborage that the Code Official deems it necessary to eliminate such harborage, he/she may require the owner and/or occupant to correct such rodent harborage as may be necessary in order to facilitate the eradication of rodents in a reasonable time.

D. **Towing:** Except as provided for in other regulations, no unlicensed motor vehicle or any motor vehicle in a state of major disassembly, disrepair, or in the process of being stripped or dismantled shall be parked, kept or stored in an unenclosed area for a period of greater than 7 days on any premises.

Exception: A vehicle of any type is permitted to undergo repair, including body work, provided that such work is performed inside a fully enclosed structure.

Exception: Motor vehicles may be stored upon the premises of a business when necessary to the duly licensed operation of such business, when storage is in conformance with other applicable provisions of the City Code.

Exception: Any motor vehicle, trailer, hauling trailer, recreational vehicle/ equipment, commercial vehicle/ equipment, temporary storage container, rail car, semi -trailer or similar containers (as determined by the Building Official) determined to be on real property in violations of City Code Chapters 4 and 14.

~~Exception: Any motor vehicle may be parked, kept or stored on the premises for a period of greater than 7 days provided that a permit has been obtained from the Code Enforcement Supervisor allowing the parking, keeping or storage of the vehicle. A permit may be issued for a period of up to one year when the following conditions are met:~~

- ~~1. The motor vehicle is a vehicle the parking of which is otherwise allowed in a residential area under the Code of the City of Independence; and~~
- ~~2. The vehicle is being restored or repaired and it is unfeasible to complete the restoration in seven (7) days; or, the owner of the motor vehicle is away from the City of Independence on duty with any branch of the Armed Forces of the United States; or illness or other extraordinary circumstances of the owner of the motor vehicle prevent the owner from completing repairs on, or the licensing of, said motor vehicle within seven (7) days; and~~
- ~~3. The motor vehicle has all major parts, such as chassis, windows, wheels, and tires; it is closed to the weather; and it is parked in a driveway or an area that is paved (asphalt or cement).~~
 - ~~a. Any permit granted by the Code Enforcement Supervisor shall be for only such period as is reasonably necessary to complete the necessary repair, restoration and licensing.~~

~~b. Towing of trailers and hauling trailers in violation—Refer to Unified development ordinance Section 14-501-09-H.~~

~~c. Towing of recreational vehicles/equipment in violation—Refer to Unified Development Ordinance Section 14-501-09-I.~~

~~d. Towing of commercial vehicles in violation—Refer to Unified Development Ordinance Section 14-501-09-E.~~

~~e. Towing of temporary storage containers, rail cars, semi-trailers and similar structures in violation—Refer to Unified Development Ordinance Section 14-400-07.~~

E. No person shall keep, permit or allow any opened, uncovered, or unprotected well or cistern; any well or cistern which contains human or animal wastes, or in which insects are bred, hatched or raised; or any well or cistern which harbors rodents. Any well or cistern containing water which a chemical or bacteriological analysis discloses to be unsafe for human consumption shall not be used as a source of drinking water.

F. It shall be unlawful for any person to keep, permit, allow or maintain upon any property owned, managed or occupied by him/her any goods, merchandise, clothing, furniture or other property containing the infectious agent of a communicable disease, where such communicable disease may be spread by contact with such property and adequate precautions have not been taken to prevent the spread of such communicable disease.

G. All exterior property and premises shall be free from any accumulation of rubbish or garbage and the interior of every structure shall be free from accumulation of garbage.

1. Every occupant of a structure shall dispose of all rubbish in a clean and sanitary manner by placing such rubbish in approved containers. It shall be prohibited for any person to deposit their refuse in containers not owned and/or rented by themselves or on premises other than their own, unless such premises are legally designated disposal areas.

a. The owner of every multi-family dwelling shall supply approved covered containers for rubbish, and the owner of the multi-family dwelling shall be responsible for the removal of rubbish.

b. All outside storage containers shall be made of material designed for refuse, except that yard waste may be stored in paper or plastic containers that are closed and intact.

c. All outdoor storage containers shall be of sufficient capacity and in sufficient number to accommodate and securely keep all refuse that may accumulate between collections. Residents of the premises where such containers are provided shall deposit any and all refuse accumulated on such premises in such containers and in no other place and shall place no more refuse therein than will be retained while such container is being handled in a reasonable manner. All containers shall be kept reasonably clean and free of any substance which would attract or breed flies, mosquitoes or any other insects. Containers shall not be stored in Front Yard or Side Yard, as defined in Chapter 14, that is abutting a street, except where terrain in other portions of the property prohibit container storage, and except on trash pickup day, as set out in Subsection I or as allowed by other sections of the City Code.

d. Highly flammable or explosive materials shall not be placed in containers for regular collection.

e. Nothing in this paragraph shall be construed to prohibit the use of bulk containers (dumpsters) for commercial premises.

f. Outdoor storage of refuse at single-family dwellings shall be in approved residential containers as regulated above. Outdoor residential containers must be leakproof and equipped with tight fitting lids. Indoor containers moved outdoors for pickup purposes may be disposable plastic bags of at least 1 mil thickness, or a fiberglass, metal, rubber or plastic container with tight fitting lids.

g. Roll-off trash containers between 10 to 40 cubic yards in size may be temporarily placed on residential property. Placement in the public right-of-way or on a public street requires a permit from the Public Works Department. Containers may be placed for a maximum of fifteen (15) days or, if needed for construction purposes, for the duration of an active City building permit. The container may only be used to temporarily store debris or refuse removed from the premises on which the roll-off container unit is sited. The container must be kept reasonably clean and sanitary, must be free from noxious odors, and must prohibit refuse from escaping.

H. Every occupant of a structure shall dispose of garbage in a clean and sanitary manner by placing such garbage in an approved garbage disposal facility or approved garbage containers.

1. The operator of every business producing garbage shall provide, and at all times cause to be utilized, leakproof approved containers provided with close-fitting covers for the storage of such materials until removed from the premises for disposal.

I. Refuse containers shall not be placed at a curb earlier than sixteen (16) hours prior to the time of scheduled collection. Refuse containers shall be removed from such curb no later than the same day as collection.

J. Nothing herein contained shall prohibit any person from collecting or disposing of recyclable materials, provided such activity is conducted in a sanitary and sightly manner that does not result in the infestation of insects, rodents or vermin and is in compliance with this Code.

K. Before any person can be charged in a court of competent jurisdiction with maintaining a violation of this section, the condition must have been determined by the Code Official to be a violation under this Code, and the person maintaining the violation has failed to abate the violation as ordered by the Code Official.

L. All accessory structures, including detached garages, fences and walls, shall be maintained structurally sound and in good repair.

1. All fences and retaining walls on the premises shall be structurally sound and constructed of customary or normal fencing materials and maintained in a neat and safe manner. Wood materials, except self-preserved wood products including but not limited to Cedar, Redwood and treated wood, shall be protected against decay by use of paint or other preservative. They shall not encroach upon the public right of way. Fence materials which are split (other than a split rail fence), decayed, broken or loose shall be replaced. Fence supports shall be erect, and shall be replaced if they lean or buckle to such an extent that a plumb line passing through the center of gravity of the support falls outside of the outer third of its base. Fencing materials shall be firmly attached to fence supports.

2. Abatement/removal of fencing in violation - Abatement or removal of fencing that is in violation of the Uniform Development Ordinance, Section 14-400-02 will be completed

by city contractors, in accordance with Section 109.5, and the abatement costs are subject to recovery of costs, per Section 109.5.1.

M. All premises shall be graded and maintained to prevent the accumulation of stagnant water thereon, or within any structure located thereon. Water retention areas and reservoirs must be approved by the City Engineer.

1. It shall be unlawful for any person to place, deposit or permit to be placed or deposited any solid materials of any kind or nature, into, along or across any stream, ditch, culvert, drainage pipe, watercourse or other drainage system so as to impede the flow of water, or any other material that would have the same effect.

2. No person shall cause, permit or allow any stagnant water to be upon premises owned, managed or occupied by him or her.

N. All sidewalks, walkways, stairs, driveways, parking spaces and similar areas shall be constructed and kept in a proper state of repair, and maintained free from weeds and hazardous conditions. Stairs shall comply with the requirements of Section 304.

O. This subsection prohibits those conditions which interfere with the public's health, safety, peace, comfort or convenience. It is not the intent of this subsection to prohibit those conditions which effect one individual, or a few individuals, as opposed to the public in general.

1. It shall be unlawful for any person to use, or to allow to be used, any premises owned, managed or occupied by him/her: (a) in any manner constituting a public nuisance as defined by common law or inequity jurisprudence; (b) in any manner constituting an attractive nuisance to children; (c) or in an unreasonable, unusual or unnatural manner so that it substantially impairs the ability of other persons to peacefully enjoy their property.

2. The ability of persons to peacefully enjoy their property is substantially impaired if a normal person would regard the invasion as definitely offensive, seriously annoying or intolerable, such that there results actual physical pain, inability to sleep, eat or breathe, or property damage.

3. In addition to all other factors, the following shall be considered in any determination as to whether a person's use of his/her property constitutes a nuisance: (a) location of the use; (b) character of the neighborhood; (c) nature of the use; (d) reasonableness of the use; (e) time(s) at which the use occurs; (f) social value or utility of the use; (g) the nature, extent, and frequency of the injury; (h) the effect upon enjoyment of life, health and property of those effected; and (i) the ability of either party to avoid the harm.

4. In addition to those conditions which satisfy the tests set out above for a nuisance, any use of a person's property which produces any of the following conditions shall be deemed a nuisance:

- a. Water pollution, as set out in Article 6 of Chapter 7 of the Independence City Code.

- b. Excessive noise, as set out in Article 10 of Chapter 7 of the Independence City Code.

5. A single isolated occurrence or act, which if regularly repeated would constitute a nuisance, is not a nuisance until it is repeated.

P. Signs in violation of the Unified Development Ordinance, Section 14-504 will be abated/removed in accordance with Section 109.5, and are subject to the recovery of costs, per Section 109.5.1.

Sec. 302.3 Sidewalks and driveways. Sidewalks, walkways, stairs, driveways, parking spaces and similar areas shall be kept in a proper state of repair and maintained free from hazardous conditions and vegetation.

Sec. 302.4 Weeds. Delete.

Sec. 302.5 Rodent harborage. Delete.

Sec. 302.7 Accessory structures. Delete.

Sec. 302.8 Motor vehicles. Delete.

Sec. 303.2 Amend to read as follows:

Sec. 303.2 Enclosures. Private swimming pools, hot tubs and spas. Reference the International Residential Code (IRC).

Exception: Spas or hot tubs with a safety cover that complies with ASTM F1346 shall be exempt from the provisions of this section.

Sec. 304 Amend to read as follows:

Sec. 304 Exterior Structure.

A. The exterior of a structure shall be maintained in good repair, structurally sound and sanitary so as not to pose a threat to the public health, safety or welfare, and every building shall be weather protected so as to provide shelter for the occupants against the elements.

B. Each structure to which a street number has been assigned shall have such number displayed in a position easily observed and readable from the opposite side of the public right-of-way. All numbers shall be in Arabic numerals at least three inches (3") high, with a minimum ½" stroke width.

C. All structural members shall be plumb, maintained free from deterioration, and shall be capable of safely supporting the imposed dead and live loads.

1. Buildings or structures may be of any types of construction permitted by the Building Code. Roofs, floors, walls, foundations and all other structural components of buildings shall be capable of resisting any and all forces and loads to which they may be subjected. All structural elements shall be proportioned and joined in accordance with the stress limitations and design criteria as specified in the appropriate sections of the Building Code. Buildings of every permitted type of construction shall comply with the applicable requirements of the Building Code.

D. All foundation walls and chimneys shall be maintained plumb and free from open cracks and breaks and shall be kept in such condition so as to prevent the entry of rodents. The foundation elements shall adequately support the building at all points.

E. All exterior walls, including screened off areas, doors and windows, shall be plumb, free from holes, breaks, loose or rotting materials; and maintained weatherproof and properly surface coated where required to prevent deterioration. If the exterior material is not naturally decay resistant, then proper surface coating shall mean either treatment with chemicals to prevent decay, painting, or similar surface treatment. If a surface coating has been applied above the foundation on any exterior material other than fired clay brick, including all other exterior material that is naturally decay resistant, then such surface coating shall be maintained as a complete surface coating without peeling, flaking, chipping, or wear that exposes the underlying exterior material, or the surface coating shall be completely removed. All wood shall be protected against termite damage and decay as provided in the Building Code.

F. The roof including soffit, fascia and flashing shall be sound, tight in a level plane, with straight lines, free from sags and spongy spots, and not have defects that admit rain. Roof drainage shall be adequate to prevent dampness or deterioration in the walls or interior portion of the structure. Roof water shall not be discharged in a manner that creates damage to other property.

Downspouts and gutters, if provided, shall be firmly attached to the building, free of debris, and free of leakage.

G. All cornices, belt courses, corbels, terra cotta trim, wall facings and similar decorative features shall be maintained in good repair with proper anchorage and in a safe condition.

H. All canopies, marquees, signs, metal awnings, stairways, fire escapes, standpipes, exhaust ducts and similar overhang extensions shall be maintained in good repair and be properly anchored so as to be kept in a safe and sound condition. When required, all exposed surfaces of metal or wood shall be protected from the elements and against decay or rust by periodic application of weather-coating materials, such as paint or similar surface treatment. Projection of cornices, eaves, sills, chimneys, canopies, balconies and other ordinary building projections shall conform to the requirements of the Unified Development Ordinance of the City of Independence.

I. Pipes, ducts, conductors, fans or blowers shall not discharge noxious gases, fumes and odors, steam, vapor, hot air, grease, smoke, or other gaseous or particulate wastes directly upon abutting or adjacent public or private property or that of another dwelling unit.

J. All chimneys, cooling towers, smokestacks, and similar appurtenances shall be maintained structurally safe and sound, and in good repair. All exposed surfaces of metal or wood shall be protected from the elements and against decay or rust by periodic application of weather-coating materials, such as paint or similar surface treatment.

K. Every porch and interior and exterior stairs shall be so constructed as to be safe to use and capable of supporting the loads to which they are subjected. They shall be firmly fastened, maintained in sound condition and good repair. Treads, risers, handrails and balusters that are broken, warped or loose shall be repaired or replaced.

L. Every exterior opening shall be fitted with a window, door or basement hatchway cover, as appropriate, which shall be tight and maintained in sound condition and good repair to exclude wind and prevent the entrance of rodents, insects, rain and surface drainage water into the dwelling or building.

1. All glazing materials shall be maintained free from cracks and holes.

2. Every window, other than a fixed window, shall be easily openable and capable of being held in position by window hardware.

3. Every doorway which gives access from a habitable room or dwelling unit into a common passageway, hall, stairway or the exterior shall be fitted with a door equipped with hardware capable of ensuring security and privacy to the occupants of such habitable room or dwelling unit.

4. All windows shall be fully supplied with glass windowpanes or an approved substitute without open cracks or holes and held within a framework which is free from rotting, splitting or crumbling.

5. When present, awnings are to be kept free from holes and tears and securely anchored.

M. Every door, window and other outside opening utilized or required for ventilation purposes serving any structure containing habitable rooms, food preparation areas, food service areas, or any areas where products are to be included or utilized in food for human consumption are processed, manufactured, packaged or stored, shall be supplied with approved tightly fitting

screens of not less than 18 mesh per inch and every swinging door shall have a self-closing device in good working condition.

Exception: Screen doors shall not be required for out-swinging doors or other types of openings which make screening impractical, provided other approved means, such as air curtains or insect repellent fans are employed.

N. All exterior doors and hardware shall be maintained in good condition. Locks at all entrances to dwelling units, rooming units and hotel unit shall tightly secure the door.

~~1. Every exterior door when closed shall fit well within its frame so as to exclude wind and rain as completely as possible from entering the dwelling or structure and shall be free from holes, rotting, buckling, and splitting. Every door hinge and door latch shall be structurally sound, free from rusting and crumbling, and firmly attached to the appropriate structure. Every door available as an exit shall be capable of being easily opened from the inside, and inside access to such doors shall not be blocked.~~

Sec. 304.10 – Amend to read as follows:

Sec. 304.10 - Stairways, decks, porches and balconies. Every exterior stairway, deck, porch and balcony, and all appurtenances attached thereto, shall be maintained structurally sound, in good repair, with proper anchorage and capable of supporting the imposed loads. Treads, risers, that are broken, warped or loose shall be repaired or replaced.

Sec. 304.12 – Amend to read as follows:

Sec. 304.12 - Handrails and guards. Every handrail and guard shall be firmly fastened and capable of supporting normally imposed loads and shall be maintained in good condition. Handrails and balusters that are broken, warped or loose shall be repaired or replaced.

1. Every exterior door when closed shall fit well within its frame so as to exclude wind and rain as completely as possible from entering the dwelling or structure and shall be free from holes, rotting, buckling, and splitting. Every door hinge and door latch shall be structurally sound, free from rusting and crumbling, and firmly attached to the appropriate structure. Every door available as an exit shall be capable of being easily opened from the inside, and inside access to such doors shall not be blocked.

Section 304.14 Insect screens. Delete

Sec. 305 Amend to read as follows:

Sec. 305 Interior Structure.

305.1 General. The interior of a structure and equipment therein shall be maintained in good repair, structurally sound and in a sanitary condition. Occupants shall keep that part of the structure that they occupy or control in a clean and sanitary condition. Every owner of a structure containing a rooming house, housekeeping units, a hotel, a dormitory, two or more dwelling units or two or more nonresidential occupancies, shall maintain, in a clean and sanitary condition, the shared or public areas of the structure and exterior property.

305.1.1 Interior Maintenance

1. The supporting structural members of every structure shall be maintained structurally sound, showing no evidence of rotting, breaking, splitting or buckling and be capable of supporting the imposed loads.
2. All interior surfaces, including windows and doors, shall be maintained in good, clean and sanitary condition. Peeling paint, cracked or loose plaster, decayed wood, and other defective surface conditions shall be corrected.
3. Interior and exterior painted surfaces of dwellings and child and day care facilities, including fences and outbuildings, which contain lead in excess of the Federal guidelines as stated in the Federal Register: 24 CFR Part 38 and 40 CFR Part 745 shall be removed or covered in an approved manner. Any surface to be covered shall first be marked with warnings as to the lead content of such surface.

Sec. 306 Component Serviceability. Delete.

Sec. 308 Rubbish and Garbage. Delete.

Sec. 402 Amend to read as follows:

Sec. 402 Light.

A. In lieu of the means for natural light and ventilation herein prescribed, artificial light or mechanical ventilation complying with the Building Code shall be permitted. Every sleeping room below the fourth story shall have at least one operable window or door approved for emergency escape or rescue which shall open directly onto a public street, public alley, yard or exit court. The units shall be operable from the inside to provide a full clear opening without the use of separate tools. All escape or rescue windows shall have a minimum net clear openable area of 5.7 square feet. The minimum net clear openable height dimension shall be twenty-four inches (24"). The minimum net clear openable width dimension shall be twenty inches (20"). When windows are provided as a means of escape or rescue, they shall have a finished sill height not more than forty-four inches (44") above the floor. Bars, grilles, grates or similar devices may be installed on an emergency escape or rescue window or door, provided:

1. Such devices are equipped with approved release mechanism which are openable from the inside without the use of a key or special knowledge or effort.
2. All habitable rooms shall be provided with natural light by means of exterior glazed openings with an area not less than one-tenth (1/10) of the floor area of such rooms with a minimum of ten (10) square feet.
3. All bathrooms, toilet rooms, laundry rooms and similar rooms shall be provided with natural or mechanical ventilation by means of openable exterior openings with an area not less than one-twentieth of the floor area of such rooms with a minimum of one and one-half (1½) square feet.
4. Required exterior openings for natural light and ventilation shall open directly onto a street or public alley or a yard or court located on the same lot as the building; provided, however, that required windows may open into a roofed porch where the porch: (a) Abuts a street, yard, or court; and (b) Has a ceiling height of not less than seven feet (7'); and (c) Has the longer side at least sixty-five percent (65%) open and unobstructed.

B. Every common hall and stairway, other than in one- and two-family dwellings, shall be lighted at all times with at least a 60-watt standard incandescent light bulb or equivalent for each 200 square feet of floor area, provided that the spacing between lights shall not be greater than

30 feet. Every exterior stairway, other than in one- and two-family dwellings shall be illuminated with a minimum of 1 footcandle at floors, landings and treads.

C. All other spaces shall be provided with natural or artificial light sufficient to permit the maintenance of sanitary conditions, and the safe occupancy of the space and utilization of the appliances, equipment and fixtures.

D. Yards and courts will have the following required window openings.

1. Every yard shall be not less than three feet (3') in width for one-story and two-story buildings. For buildings more than 2 stories in height the minimum width of the yard shall be increased as the rate of one foot (1') for each additional story. Where yards completely surround the building, the required width may be reduced by one foot (1'). For buildings exceeding 14 stories in height, the required width of yard shall be computed on the basis of 14 stories.

2. Every court shall be not less than three feet (3') in width. Courts having windows opening on opposite sides shall be not less than six feet (6') in width. Courts bounded on three or more sides by the walls of the building shall be not less than ten feet (10') in length unless bounded on one end by a public way or yard. For buildings more than 2 stories in height the court shall be increased one foot (1') in width and two feet (2') in length for each additional story. For buildings exceeding 14 stories in height, the required dimensions shall be computed on the basis of 14 stories.

3. Adequate access shall be provided to the bottom of all courts for cleaning purposes. Every court more than 2 stories in height shall be provided with a horizontal air intake at the bottom not less than ten square feet in area and leading to the exterior of the building unless abutting a yard or public way. The construction of the air intake shall be as required for the court walls of the building, but in no case shall be less than one-hour fire resistive.

4. Responsibility - The owner of the structure shall provide and maintain light, ventilation and space conditions in compliance with these requirements. A person shall not occupy as owner-occupant, or permit another person to occupy, any premises that do not comply with the requirements of this chapter, as well as the provisions of the rental ready program (City Code Article 15). should the property be leased.

Sec. 403 Amend to read as follows:

Sec. 403 Ventilation.

A. All habitable rooms within a dwelling unit shall be provided with natural ventilation by means of operable exterior openings with an area of not less than one-twentieth ($1/20$) of the floor area of such rooms with a minimum of five (5) square feet, subject to the provisions of the four prior subsections.

B. Every bathroom and toilet room shall comply with the ventilation requirements for habitable spaces as required by the prior subsection, except that a window shall not be required in spaces equipped with a mechanical ventilation system. Such system shall be capable of providing two (2) air changes per hour in all habitable rooms and in public corridors. One-fifth ($1/5$) of the air supply shall be taken from the outside. In bathrooms containing a bathtub or shower or combination thereof, laundry rooms, and similar rooms, a mechanical ventilation system connected directly to the outside capable of providing five (5) air changes per hour shall be provided. The point of discharge of exhaust air shall be at least five feet (5') from any mechanical ventilating intake. Bathrooms which contain only a water closet or lavatory or combination

thereof, and similar rooms may be ventilated with an approved mechanical recirculating fan or similar device designed to remove odors from the air.

C. All cooking and heating equipment, components and accessories in every heating, cooking and water-heating device shall be maintained free from leaks and obstructions and kept functioning properly so as to be free from fire, health and accident hazards. All installations and repairs shall be made in an approved manner. Portable cooking equipment employing a flame is prohibited. Unless approved through the certificate of occupancy, cooking shall not be permitted in any rooming unit or dormitory unit, and a cooking facility or appliance shall not be permitted to be present in a rooming unit or dormitory unit.

D. Where injurious, toxic, irritating or noxious fumes, gases, dusts or mists are generated, a local exhaust ventilation system shall be provided to remove the contaminating agent at the source.

Air shall be exhausted to the exterior and not be recirculated to any space.

E. Clothes dryer venting systems shall be independent of all other systems and shall be vented outdoors in accordance with the manufacturer's instructions.

Sec. 502 Amend to read as follows:

Sec. 502 Required Facilities.

A. Every dwelling unit shall contain within its walls at least one room, separate from the habitable rooms which affords privacy and is equipped with a water closet and a lavatory. Every dwelling unit shall contain its own bathtub or shower, lavatory, water closet and kitchen sink which shall be maintained in a sanitary, safe working condition. The lavatory shall be placed in the same room as the water closet or located in close proximity to the door leading directly into the room in which such water closet is located.

1. A bathroom or water closet compartment which is accessory to a dwelling unit shall not open directly into nor shall be used in conjunction with a place of business.

B. At least one water closet, lavatory and bathtub or shower shall be supplied for each four rooming units. Access to such water closet may not be through another rooming unit.

C. A minimum of one water closet, one lavatory and one drinking facility shall be available to employees.

1. Drinking facilities shall be a drinking fountain, water cooler, bottled water cooler, or disposable cups next to a sink or water dispenser. Drinking facilities shall not be located in toilet rooms or bathrooms.

D. Toilet rooms and bathrooms shall provide privacy and shall not constitute the only passageway to a hall or other space, or to the exterior. Every water closet, bathtub or shower shall be installed in a room which will afford privacy to the occupant.

E. Toilet rooms and bathrooms serving hotel units, rooming units or dormitory units, shall have access by traversing not more than one flight of stairs and shall have access from a common hall or passageway.

F. Toilet facilities shall have access from within the employees' regular working area. The required toilet facilities shall be located not more than one story above or below the employee's regular working area and the path of travel to such facilities shall not exceed a distance of five hundred (500'). Employee facilities shall either be separate facilities or public customer facilities.

1. Facilities that are required for employees in storage structures or kiosks, and which are located in adjacent structures under the same ownership, lease or control, shall not exceed a travel distance of five hundred (500') from the employees' regular working area to the facilities.

G. A room in which a water closet is located shall be separated from food preparation or storage rooms by a tight-fitting door.

H. Every water closet, bathroom and kitchen floor surface shall be constructed and maintained so as to be substantially impervious to water so as to permit such floor to be easily kept in a cleanable and sanitary condition.

I. All plumbing fixtures shall be properly installed and maintained in working order, and shall be kept free from obstructions, leaks and defects and be capable of performing the function for which such plumbing fixtures are designed. All plumbing fixtures shall be maintained in a safe, sanitary and functional condition.

Sec. 505 Amend to read as follows:

Sec. 505 Water System.

A. Every sink, lavatory, bathtub or shower, drinking fountain, water closet or other plumbing fixture shall be properly connected to either a public water system or to an approved private water system. All kitchen sinks, lavatories, laundry facilities, bathtubs and showers shall be supplied with hot or tempered and cold running water.

B. The water supply shall be maintained free from contamination, and all water inlets for plumbing fixtures shall be located above the flood level rim of the fixture. Shampoo basin faucets, janitor sink faucets, and other hose bibs or faucets to which hoses are attached and left in place, shall be protected by an approved atmospheric-type vacuum breaker or an approved permanently attached hose connection vacuum breaker.

C. The water supply system shall be installed and maintained to provide a supply of water to plumbing fixtures, devices and appurtenances in sufficient volume and at pressures adequate to enable the fixtures to function properly, safely, and free from defects and leaks.

D. Water heating facilities shall be properly installed, maintained and capable of providing an adequate amount of water to be drawn at every required sink, lavatory, bathtub, shower and laundry facility at a temperature of not less than 110 degrees F. (43 degrees C.). A gas-burning water heater shall not be located in any bathroom, toilet room, bedroom or other occupied room. An approved combination temperature and pressure relief valve and relief valve discharge pipe shall be properly installed and maintained on water heaters.

Sec. 506.3 Amend to read as follows:

Sec. 506.3 Grease interceptors. Grease interceptors and automatic grease removal devices shall be maintained in accordance with this code and the manufacturer's installation instructions, as well as the guidelines of the City of Independence's Municipal Services - Environmental Services Division. Grease interceptors and automatic grease removal devices shall be regularly serviced and cleaned to prevent the discharge of oil, grease, and other substances harmful or hazardous to the building drainage system, the public sewer, the private sewage disposal system or the sewage treatment plant or processes. Records of maintenance, cleaning and repairs shall be available for inspection by the Code Official.

Sec. 507 Storm Drainage. Delete.

Sec. 602.3 Heat Supply. Delete.

Sec. 602.4 Occupiable Work Spaces. Delete.

Sec. 604.2 Amend to read as follows:

Sec. 604.2 Service. The size and usage of appliances and equipment shall serve as a basis for determining the need for additional facilities in accordance with NFPA 70. Dwelling units shall be served by a three-wire, 120/240 volt, single-phase electrical service having a minimum rating of 100 amperes.

Sec. 604.3.2.1 Amend to read as follows:

Sec. 604.3.2.1 Electrical equipment. Electrical switches, receptacles and fixtures, including furnace, water heating, security system and power distribution circuits, that have been exposed to fire, shall be replaced in accordance with the provisions of the International Building Code, and per the regulations of Independence Power and Light.

Sec. 604.3.2.1 Electrical Equipment. Exception. Delete

Sec. 702 Amend to read as follows:

Sec. 702 Means of Egress.

A. A safe, continuous and unobstructed means of egress shall be provided from the interior of a structure to a public way. There shall be no obstruction to or of fire escapes, ladders which may be used as escapes, stairways, aisles, exits, doors, windows, passageways or halls, likely in the event of fire to interfere with the operations of the fire department or of the safety and ready egress of occupants.

1. Every building or portion thereof shall be provided with exits, exitways and appurtenances as required by the Building Code and the Fire Code.

B. The capacity of the exits serving a floor shall be sufficient for the occupant load thereof as determined by the Building Code and the Fire Code.

C. Every building or portion thereof shall be provided with at least one exit, and not less than 2 exits when required by the Fire or Building Codes. Every occupied story above the second story, and every story below grade, shall be provided with a minimum of two exits, except for any other provisions permitted in the Fire Code and Building Code.

D. Exits shall not lead through other units, toilet rooms, bathrooms, kitchens, storerooms, closets or hazardous areas.

E. As required by the Fire Code and Building Code, all means of egress shall be indicated with an approved "Exit" sign. All required "Exit" signs shall be illuminated at all times that the building is occupied.

F. At no time shall corridors be less than thirty-six inches (36") in width and when the occupant load exceeds 10, the exits shall not be less than forty-four inches (44") in width. All corridors shall have a clear height of not less than seven feet (7'). All corridors shall be constructed following the provisions of the Fire Code and Building Code.

G. Arrangement of chairs or tables and chairs shall provide for ready access by aisle access ways and aisles to each egress door. The minimum clear width shall not be less than thirty-six inches (36") where tables, counters, furnishings, merchandise, or other similar obstructions are placed on one side only and forty-four inches (44") where such obstructions are placed on both sides. The clear width shall not be obstructed by chairs, tables, or other objects. Aisles shall lead to an exit door and shall follow the International Building Code for travel distances.

H. Stairways shall have handrails on each side, with intermediate handrails when the width exceeds eighty-eight inches (88"). Handrails shall not be placed closer than thirty-four inches (34") or farther than thirty-eight inches (38") above the nosing of treads, shall extend six inches

(6") above the top step and shall terminate in newel posts or safety terminals. Stair risers shall not be less than four inches (4") nor greater than seven and $\frac{3}{4}$ inches (7.75") and the stair run shall not be less than ten inches (10"). Guardrails shall be provided as required by Section 312 of the International Residential Code, except for any other provision permitted by the Fire Code and Building Code.

I. A sign shall be provided at each floor landing in all stairways extending more than 3 stories, designating the floor level above or below the floor of discharge. Elevator call stations shall be marked with approved signs in accordance with the requirements for new buildings in the Fire Code and Building Code.

J. All egress doors shall be readily openable from the inside without the use of a key or special knowledge or effort. Panic hardware shall be provided when required by the Fire Code and Building Code.

Exceptions: Only as provided by the Fire Code and Building Code, with the approval of the Fire Chief, and subject to revocation for due cause.

K. Sleeping rooms in basements or in any story located below the fourth floor shall have at least one openable window or door approved for emergency egress or rescue or shall have access to not less than two approved independent exits. Emergency escape windows shall meet the requirements of the Fire Code and Building Code.

Sec. 704 Fire Protection Systems. Delete.

Sec. A101.1 Amend to read as follows:

Sec. A101.1 General. Windows and doors shall be boarded in an approved manner to prevent entry by unauthorized persons and shall be painted to correspond to the color of the existing structure, at the discretion of the building official or their designee.

Appendix B Board of Appeals. Delete.”

SECTION 3. That it is the intent of the Council that the latter passed code shall prevail and that the stricter language shall control in any conflicts between the provisions of any codes adopted by the City except where the Council has adopted specific exceptions or amendments to any code in which case the latter passed specific amendment shall prevail.

SECTION 4. That the effective date of this ordinance shall be January 1, 2025, and the previously adopted Building Code shall remain in effect until that date.

SECTION 5. That Ordinance No. 19375 and all other ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 6. That all other parts and provisions of Article 1 of Chapter 4 not amended or repealed herein shall remain in full force and effect.

SECTION 7. That correction of any scriveners errors identified within Article 1 of this Chapter are hereby authorized by this ordinance.

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

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

ATTEST:

City Clerk

APPROVED AS TO FORM AND LEGALITY:

City Counselor

REVIEWED BY:

City Manager

NOTE: Text being eliminated by this ordinance is bolded and lined through and text being added by this ordinance is bolded and underscored.

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

24-112 **1R** An ordinance amending Article 4, “Plumbing Code,” of Chapter 4 of the Independence City Code and adopting the 2024 Edition of the International Plumbing Code and making other necessary revisions. **1R**

Recommendations:

Staff recommends approval of this item.

Background:

The 2024 International Plumbing Code (IPC) is a comprehensive building code that establishes minimum regulations for building systems using prescriptive and performance related provisions. It is founded on broad base principles that make possible the use of new materials and new building designs. The International Plumbing Code is kept up to date through the review of proposed changes submitted by code officials, industry representatives, design professionals, and other interested parties. The building industry builds to the conformance of the International Plumbing Code. This 2024 Edition is fully compatible with all the International Codes, published by the International Code Council. Adoption of this code will adhere to Insurance Services Organization (ISO) requirements.

Updated editions of the IPC are published on a three (3) year cycle. The City of Independence is currently using the 2018 International Plumbing Code. The 2024 IPC is the latest version of the code.

There are no significant changes to this code for this adoption cycle.

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

Department / Contact	Community Development /
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REVIEWERS

Tom Scannell
Jeremy Cover
Zachary Walker
Susanne Holland

ATTACHMENTS:

1. IPC Plumbing Code Amendments Draft Ordinance

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE AMENDING ARTICLE 4, “PLUMBING CODE,” OF CHAPTER 4 OF THE INDEPENDENCE CITY CODE AND ADOPTING THE 2024 EDITION OF THE INTERNATIONAL PLUMBING CODE AND MAKING OTHER NECESSARY REVISIONS.

WHEREAS, The City Council of the City of Independence, Missouri desires to adopt the 2024 Edition of the International Plumbing Code now that copies have been on file with the City Clerk for ninety (90) days as required by R.S.Mo.67.280, and make other necessary revisions to Article 4 of Chapter 4;

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

SECTION 1. That Section 4.04.001, “Plumbing Code”, of the Independence City Code, be and is hereby amended, to read as follows:

“SEC. 4.04.001. Adoption of International Plumbing Code.

The International Plumbing Code, 2018~~24~~ Edition, as published by the International Code Council, is hereby adopted as the Plumbing Code of the City of Independence, Missouri for the control of plumbing installation or construction, as herein provided, except such portions as are hereinafter deleted, modified or amended by this Article of the City Code.”

SECTION 2. That Section 4.04.002, of the “Plumbing Code”, of the Independence City Code, be and is hereby amended, to read as follows:

“SEC. 4.04.002. Additions, insertions, deletions, and changes.

The following numbered subsections and provisions of the approved edition of the Plumbing Code, adopted by Section 4.04.001, are hereby amended as follows:

Section 305.4.1 Amend to read as follows:

Section 305.4.1 Sewer depth. Building sewers that connect to private sewage disposal systems shall be installed not less than 12 inches (304.8 mm) below finished grade at the point of septic tank connection. Building sewers shall be installed not less than 12 inches (304.8 mm) below grade.

Section 306.2.4 Amend to read as follows:

Section 306.2.4 Tracer wire. For plastic sewer piping, an insulated copper tracer wire or other approved conductor shall be installed adjacent to and over the full length of the piping. Access shall be provided to the tracer wire, or the tracer wire shall terminate at the cleanout between the building drain and building sewer. The tracer wire size shall be not less than 14 American Wire Gauge (2.5 mm²) and the insulation type shall be listed for direct burial. Pipe with embedded wire is acceptable as well.

Section 312.5 – Delete

Section 312.10 Amend to read as follows:

Section 312.10 Inspection and testing of backflow prevention assemblies. Inspection and testing of backflow prevention assemblies shall be in accordance with the rules and regulations of the Independence, Missouri Water Department's Water Service Line and Backflow Standards.

Section 312.10.1 Inspections. Delete

Section 312.10.02 Testing. Delete

Section 312.10 - Delete

Section 312.11 - Inspection and testing of backflow prevention assemblies. Inspection and testing of backflow prevention assemblies shall be in accordance with the rules and regulations of the Independence, Missouri Water Department's Water Service Line and Backflow Standards. The testing procedure shall be performed in accordance with one of the following standards ASSE 5013, ASSE 5015, ASSE 5020, ASSE 5047, ASSE 5048, ASSE 5052, ASSE 5056, CSA B64.10 or CSA B64.10.1. Test gauges shall comply with ASSE 1064.

Section 411.1.1 – Emergency showers and eyewash stations can be determined to be necessary by the Building Official, where possibly not required by the International Codes.

Section 419.6 – Amend to read as follows:

19.6 Soap dispenser. Soap dispensers shall be provided for public lavatories. A minimum of one dispenser per three lavatories shall be provided.

Section 702.6 - Amend to read as follows:

Chemical waste system. A chemical waste drainage system, including its vent system, shall be completely separated independent from the sanitary drainage system. Separate drainage systems for chemical waste and vent pipes shall conform to one of the standards indicated in Table 702.6. The chemical waste shall be treated in accordance with Section 803.2 before discharging to the sanitary drainage system and follow the rules and regulations of the City of Independence Municipal Services Environmental Division. Chemical waste drainage system pipe and fitting materials shall be resistant to corrosion and degradation for the concentrations of chemicals involved per manufacturer recommendations.

Section 714 Backwater Valves. Delete

Section 903.1 Amend to read as follows:

Section 903.1 Roof extension. Open vent pipes that extend through a roof shall be terminated not less than 12 inches (304.8 mm) above the roof. Where a roof is to be used for assembly or as a promenade, observation deck, sunbathing deck or similar purposes, open vent pipes shall terminate not less than 7 feet (2134 mm) above the roof.

Section 918.1 Amend to read as follows:

Section 918.1 General. Air admittance valve are only allowed when approved by the Building Official.

Section 918.2 Installation. Delete

Section 918.3 Where permitted. Delete

Section 918.3.1 Horizontal branches. Delete

Section 918.3.2 Stack. Delete

Section 918.4 Location. Delete

Section 918.5 Access and ventilation. Delete

Section 918.6 Size. Delete

Section 918.7 Vent required. Delete

Section 918.8 Prohibited installations. Delete

Section 1003.1 - Amend to read as follows:

Section 1003.1 Where required. Interceptors and separators shall be provided to prevent the discharge of oil, grease, sand and other substances harmful or hazardous to the public sewer, the private sewage system or the sewage treatment plant or processes, or wherever deemed necessary by the Water Pollution Control Division of the Municipal Services Department of the City of Independence.

Section 1003.2 – Amend to read as follows:

Section 1003.2 Approval. The size, type and location of each interceptor and of each separator shall be designed and installed in accordance with the manufacturer's instructions and the requirements of this section based on the anticipated conditions of use, or however deemed necessary by the Water Pollution Control Division of the Municipal Services Department of the City of Independence. Wastes that do not require treatment or separation shall not be discharged into any interceptor or separator.

Section 1003.3 – Amend to read as follows:

Section 1003.3 Grease interceptors. Grease interceptors shall comply with the requirements of Sections 1003.3.1 through 1003.3.8, as well as the rules and regulations of the Water Pollution Control Division of the Municipal Services Department of the City of Independence.

Section 1003.4 – Amend to read as follows:

Section 1003.4 Oil separators required. At repair garages where floor or trench drains are provided, car washing facilities, factories where oily and flammable liquid wastes are produced and hydraulic elevator pits, oil separators shall be installed into which oil-bearing, grease-bearing or flammable wastes shall be discharged before emptying into the building drainage system or other point of disposal. Oil separators may also be determined

necessary by the rules and regulations of the Water Pollution Control Division of the Municipal Services Department of the City of Independence.

Section 1113.1.3 Amend to read as follows:

Section 1113.1.3 Electrical. Electrical service outlets, where required, shall meet the requirements of NFPA 70. Battery back-up power supplies for sump ejector pumps receiving storm water drainage are required.

Appendix A. Amend to read as follows:

Appendix A. Plumbing Permit Fee Schedule is located in the City's Schedule of Fees.

Appendix C. – Adopted”

SECTION 3. That Section 4.04.018, of the “Plumbing Code”, of the Independence City Code, be and is hereby amended, to read as follows:

“SEC. 4.04.018. PENALTY.

Any person violating any of the provisions of this article shall upon conviction thereof be punished by a fine of not less than ~~\$25.00~~ **Fifty Dollars (\$50.00)** nor more than ~~\$100.00~~ **One-Hundred Twenty-Five Dollars (\$125.00)** for each violation. Such punishment in the case of a licensed plumber shall be in addition to the revocation of a plumber's license as provided for in Section 4.02.018 of this article. Each and every day upon which such violation continues shall be deemed a separate offense.”

SECTION 4. That it is the intent of the Council that the latter passed code shall prevail and that the stricter language shall control in any conflicts between the provisions of any codes adopted by the City except where the Council has adopted specific exceptions or amendments to any code in which case the latter passed specific amendment shall prevail.

SECTION 5. That the effective date of this ordinance shall be January 1, 2025, and the previously adopted Plumbing Code shall remain in effect until that date.

SECTION 6. That Ordinance No. 18972 and all other ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 7. That all other parts and provisions of Article 4 of Chapter 4 not amended or repealed herein shall remain in full force and effect.

SECTION 8. That correction of any scriveners' errors identified within Article 4 of this Chapter are hereby authorized by this ordinance.

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

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

ATTEST:

City Clerk

APPROVED AS TO FORM AND LEGALITY:

City Counselor

REVIEWED BY:

City Manager

NOTE: Text being eliminated by this ordinance is bolded and lined through and text being added by this ordinance is bolded and underscored.

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

24-113 **1R** An ordinance amending Article 5, "Building Code," of Chapter 4 of the Independence City Code and adopting the 2024 Edition of the International Building Code and making other necessary revisions. **1R**

Recommendations:

Staff recommends approval of this item.

Background:

The 2024 International Building Code (IBC) is a comprehensive building code that establishes minimum regulations for building systems using prescriptive and performance related provisions. It is founded on broad base principles that make possible the use of new materials and new building designs. The International Building Code is kept up to date through the review of proposed changes submitted by code officials, industry representatives, design professionals, and other interested parties. The building industry builds to the conformance of the International Building Code. This 2024 Edition is fully compatible with all the International Codes, published by the International Code Council. Adoption of this code will adhere to Insurance Services Organization (ISO) requirements.

Updated editions of the IBC are published on a three (3) year cycle. The City of Independence is currently using the 2018 International Building Code. The 2024 IBC is the latest version of the code. Almost all regional municipalities are adopting the 2024 IBC. The majority of the changes are due to reorganizing the Article. There are no major adjustments to this code for this adoption cycle.

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

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

REVIEWERS

Tom Scannell
Jeremy Cover
Zachary Walker
Susanne Holland

ATTACHMENTS:

1. IBC Building Code Amendments Draft Ordinance

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE AMENDING ARTICLE 5, “BUILDING CODE,” OF CHAPTER 4 OF THE INDEPENDENCE CITY CODE AND ADOPTING THE 2024 EDITION OF THE INTERNATIONAL BUILDING CODE AND MAKING OTHER NECESSARY REVISIONS.

WHEREAS, The City Council of the City of Independence, Missouri desires to adopt the 2024 Edition of the International Building Code now that copies have been on file with the City Clerk for ninety (90) days as required by R.S.Mo.67.280, and make other necessary revisions to Article 5 of Chapter 4;

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

SECTION 1. That Section 4.05.001, “International Building Code”, of the Independence City Code, be and is hereby amended, to read as follows:

“SEC. 4.05.001. Adoption of International Building Code.

The International Building Code, ~~2018~~2024 Edition, as published by the International Code Council, and the 2010 ADA Standards for Access Design, as published by the Department of Justice, be and hereby is adopted as the Building Code of the City of Independence, for the control of buildings and structures, as herein provided, except such portions as are hereinafter deleted, modified or amended by this Article of the City Code.”

SECTION 2. That Section 4.05.002, “Additions, Insertions, Deletions, and Changes”, of the Independence City Code, be and is hereby amended, to read as follows:

“SEC. 4.05.002. Additions, insertions, deletions, and changes.

The following numbered subsections and provisions of the approved edition of the Building Code, adopted by Section 4.05.001, are hereby amended as follows:

Sec. 101.1 Amend to read as follows:

Sec. 101.1 Title. This Article shall be known as the ‘Building Code’ of the City of Independence, Missouri, may be cited as such, and will be referred to hereinafter as ‘this Code’.

Where the term ‘Department’ is used in this Code, this shall mean the Building Inspection Division of the Community Development Department. Where the term ‘Administrative Authority’ or ‘Building Official’ is used in this Code, this shall mean the Building Official or his or her authorized representative. Where the term ‘City’ is used in the Code, this shall mean the City of Independence, Missouri.

There is hereby established in the City the ‘Building Inspection Division’ in the Community Development Department which shall be administered by the Building Inspection Supervisor.

EXCEPTIONS:

~~1. In case of real emergency as set forth in Section 301 of this Code.~~

~~2. In case the work is being done at a one-family dwelling by the person who owns and occupies such dwelling and the permit is applied for before the end of the work day following notification.~~

~~C. Supplementary Permit Fees. The fee for a supplementary permit to cover any additional value not included in the original permit shall be the difference between the fee paid for the original permit and the fee which would have been required had the original permit included the entire value.~~

D. Permit Fee Refunds. Where no portion of the work covered by a permit issued by the Building Official has been commenced, the permit holder may request in writing that the permit be canceled. The permittee shall then be entitled to a refund of ninety percent (90%) of the permit fee actually paid, except that a full refund will be made when the permit was issued in error by the City. In all cases, except as noted above, a minimum fee of Twenty-Five Dollars (\$25.00) shall be retained.

E. Permit Without Fees. The Government of the United States of America, the State of Missouri and its political subdivisions, the City of Independence, and all agencies and departments thereof, shall be exempt from the payment of fees for work performed on buildings, structures or utilities owned wholly by such agencies or departments and devoted exclusively to governmental use. All not-for-profit agencies engaged in the business of rehabilitating single family residential properties, or construction of single family residential structures, for the sole and exclusive benefit of low and moderate income individuals shall be exempt from payment of building permit fees for work performed on single family residential buildings and structures.

F. Plan-Checking Fees. When the total valuation of a proposed building exceeds One Hundred Thousand Dollars (\$100,000) and a plan is required to be submitted, a plan checking fee shall be paid to the Building Official at the time of submitting plans and specifications for checking. Such plan-checking fee shall be one-half of the building permit fee and shall be a credit toward the total fee when the building permit is issued. Plan-checking fees shall be non-refundable.

G. Expiration of Plan Check. Applications for which no permit is issued within one hundred eighty (180) days following the date of application shall expire by limitation and plans submitted for checking may thereafter be returned to the applicant or destroyed by the Building Official. The Building Official may extend the time for action by the applicant for a period not exceeding one hundred eighty (180) days upon written request by the applicant showing that circumstances beyond the control of the applicant have prevented action from being taken. In order to renew action on an application after expiration, the applicant shall resubmit plans and pay a new plan-check fee.

Section 105.2 Amend to read:

Sec. 105.2 Work exempt from permit. Exemptions from permit requirements of this code shall not be deemed to grant authorization for any work to be done in any manner in violation of the provisions of this code or any other laws or ordinances of this jurisdiction.

Permits shall not be required for the following:

Building:

- 1. One-story detached accessory structures used as tool and storage sheds, playhouses and similar uses, provided that the floor area is not greater than 120 square feet (11 m2).**
- 2. Fences, other than swimming pool barriers, not over 6 feet (2134 mm) high.**
- 3. Oil derricks.**
- 4. Retaining walls that are not over 4 feet (1219 mm) in height measured from the bottom of the footing to the top of the wall, unless supporting a surcharge or impounding Class I, II or IIIA liquids.**
- 5. Water tanks supported directly on grade if the capacity is not greater than 5,000 gallons (18 925 L) and the ratio of height to diameter or width is not greater than 2:1.**
- 6. Sidewalks and driveways not more than 30 inches (762 mm) above adjacent grade, and not over any basement or story below and are not part of an accessible route or in the City's established right-of-way.**
- 7. Painting, papering, tiling, carpeting, cabinets, counter tops and similar finish work.**
- 8. Temporary motion picture, television and theater stage sets and scenery.**
- 9. Prefabricated swimming pools accessory to a Group R-3 occupancy that are less than 12 inches (610 mm) deep.**
- 10. Shade cloth structures constructed for nursery or agricultural purposes, not including service systems.**
- 11. Swings and other playground equipment accessory to detached one- and two-family dwellings.**
- 12. Window awnings in Group R-3 and U occupancies, supported by an exterior wall that do not project more than 54 inches (1372 mm) from the exterior wall and do not require additional support.**
- 13. Nonfixed and movable fixtures, cases, racks, counters and partitions not over 5 feet 9 inches (1753 mm) in height**

Section 109.6 Amend to read:

Sec. 109.6 Permit Fee Refunds. Where no portion of the work covered by a permit issued by the Building Official has been commenced, the permit holder may request in writing that the permit be canceled. The permittee shall then be entitled to a refund of ninety percent (90%) of the permit fee actually paid, except that a full refund will be made when the permit was issued in error by the City. In all cases, except as noted above, a minimum fee of Twenty-Five Dollars (\$25.00) shall be retained.

Add Sec 109.7:

Sec. 109.7 Permit Without Fees. The Government of the United States of America, the State of Missouri and its political subdivisions, the City of Independence, and all agencies and departments thereof, shall be exempt from the payment of fees for work performed on buildings, structures or utilities owned wholly by such agencies or departments and

devoted exclusively to governmental use. All not-for-profit agencies engaged in the business of rehabilitating single family residential properties, or construction of single-family residential structures, for the sole and exclusive benefit of low and moderate income individuals shall be exempt from payment of building permit fees for work performed on single family residential buildings and structures.

Add Section 109.8:

Sec. 109.8 Plan-Checking Fees. When the total valuation of a proposed building exceeds One Hundred Thousand Dollars (\$100,000) and a plan is required to be submitted, a plan checking fee shall be paid to the Building Official at the time of submitting plans and specifications for checking. Such plan-checking fee shall be one-half of the building permit fee and shall be a credit toward the total fee when the building permit is issued. Plan-checking fees shall be non-refundable.

Add Section 109.9:

Sec. 109.9 Expiration of Plan Check. Applications for which no permit is issued within one hundred eighty (180) days following the date of application shall expire by limitation and plans submitted for checking may thereafter be returned to the applicant or destroyed by the Building Official. The Building Official may extend the time for action by the applicant for a period not exceeding one hundred eighty (180) days upon written request by the applicant showing that circumstances beyond the control of the applicant have prevented action from being taken. In order to renew action on an application after expiration, the applicant shall resubmit plans and pay a new plan-check fee.

Section 110.1.1 Amend to read as follows:

Sec. 110.1.1 Penalties.

A. No builder, owner, or agent for the builder or owner shall allow any person or persons to occupy any newly constructed dwelling or building, any rental unit or apartment, or any alteration, reconstruction or conversion thereof which will allow occupancy of the altered, reconstructed or converted space prior to final inspection and the grant of a Certificate of Occupancy by the Building Official, which inspection shall be requested at least twenty-four (24) hours prior to time of final inspection. Any violation of this subsection shall cause a fine of Two Hundred Fifty Dollars (\$250.00) for each and every day that such violation continues to be assessed against and incurred by the offending party. This fine shall be assessed against the builder or owner of the violating premises.

B. Should the same builder, owner, or agent for the builder or owner be found guilty in a second instance, following the first violation of this section, of the offense described above in a twelve (12) month period, at the same or at a different building or premises, a fine of Five Hundred Dollars (\$500.00) for each and every day that such a violation continues shall be assessed against and incurred by the offending party. This fine shall be assessed against the builder or owner of the violating premises.

C. A builder, owner, or agent for the builder or owner may be prohibited from obtaining a building permit within the City of Independence for a period of one year from the date of the

second violation at the discretion of the Building Official. Said builder or owner may appeal the Building Official's decision to the Board of Building and Engineering Appeals.

D. No additional or new building permits shall be issued in the City of Independence to a builder, owner, or agent for the builder or owner who has violated any part of this subsection until such builder, owner, or agent for the builder or owner has obtained the required Certificate of Occupancy. Upon obtaining the required certificate, the building or owner shall again be eligible for further building permits. A One Hundred Dollar (\$100.00) re-inspection fee shall be charged to the builder, owner, or agent for the builder or owner of a structure which violates this subsection of the City Code if re-inspection is necessary prior to issuance of a Certificate of Occupancy.

~~Section 110.1.2 Amend to read as follows:~~

~~Sec. 110.1.2 Facilities for Workmen.~~

~~A. Suitable approved toilet facilities shall be provided and maintained in sanitary condition for the use of workers during the construction or demolition of buildings.~~

~~B. Temporary Construction Site Office. A minimum 8' x 10' temporary construction site office, or storage building shall be placed on the job site without a building permit as an element incidental to construction for which a valid permit or permit application is made. All such buildings must be removed within 24 hours after construction is completed or if a permit application has expired or not approved according to codes herein.~~

~~Section 114.1 Amend to read as follows:~~

~~Sec. 114.1 Unlawful acts. It shall be unlawful for any person, firm or corporation to erect, construct, alter, extend, repair, move, remove, demolish, occupy or allow occupancy of any building, structure or equipment regulated by this code, or cause same to be done, in conflict with or in violation of any of the provisions of this code.~~

~~Section 114.2 Amend to read as follows:~~

~~Sec. 114.2 Notice of violation. The building official is authorized to serve a notice of violation or order on the person responsible for the erection, construction, alteration, extension, repair, moving, removal, demolition, occupancy or allowing occupancy of a building or structure in violation of the provisions of this code, or in violation of a permit or certificate issued under the provisions of this code. Such order shall direct the discontinuance of the illegal action or condition and the abatement of the violation.~~

Add Section 117:

Sec. 117 Facilities for Workpersons.

1. Suitable approved toilet facilities shall be provided and maintained in sanitary condition for the use of workers during the construction or demolition of buildings.

2. Temporary Construction Site Office. A minimum 8' x 10' temporary construction site office, or storage building shall be placed on the job site without a building permit as an element incidental to construction for which a valid permit or permit application is made. All such buildings must be removed within 24 hours after construction is completed or if a permit application has expired or not approved according to codes herein.

Section 1008.3.3 Amend to read as follows:

Sec. 1008.3.3 Rooms and spaces. In the event of power supply failure, an emergency electrical system shall automatically illuminate all of the following areas:

1. Electrical equipment rooms.
2. Fire command centers.
3. Fire pump rooms.
4. Generator rooms.
5. Public restrooms with an area greater than 300 square feet (27.87 m²)
6. Restrooms in A occupancies with a greater than 50 occupant load.

Chapter 13. Energy Efficiency. Delete

Table 1505.1 Minimum Roof Covering Classification for Types of Construction. Delete
Footnotes A and C.

Section 1514.2.1 Amend to read as follows:

Section 1514.2.1 General. Materials and methods of application used for recovering or replacing an existing roof covering shall comply with the requirements of Chapter 15.

EXCEPTIONS:

1. Roof replacement or roof recover of existing lowslope roof coverings shall not be required to meet the minimum design slope requirement of one-quarter unit vertical in 12 units horizontal (2-percent slope) in Section 1507 for roofs that provide positive roof drainage.
2. Recovering or replacing an existing roof covering shall not be required to meet the requirement for secondary (emergency overflow) drains or scuppers in Section 1503.4 for roofs that provide for positive roof drainage. For the purposes of this exception, existing secondary drainage or scupper systems required in accordance with this code shall not be removed unless they are replaced by secondary drains or scuppers designed and installed in accordance with Section 1503.4.
3. Roof repairs of less than 10% of the total roof area.

Section 2901.1. Amend to read as follows:

Sec. 2901.1 Scope. The provisions of this chapter and the Plumbing Code shall govern the erection, installation, alteration, repairs, relocation, replacement, addition to, use or maintenance of plumbing equipment and systems. Plumbing systems and equipment shall be constructed, installed and maintained in accordance with the Plumbing Code.

Chapter 30. Elevators and Conveying Systems. Delete

Chapter 32. Encroachments into Public Right-of-Way. Delete

Section 3303. Amend to read as follows:

“Section 3303 Moving and Demolition.

A. General. The work of demolition or moving any building shall not commence until the structures required for protection of persons and property are in place.

The Building Official may require the permittee to submit plans and the complete schedule for demolition or moving work. Where such are required, no work shall be done until such plans and/or schedule is approved by the Building Official.

1. Scope. In addition to the other requirements of this Article and the general ordinances, this chapter shall govern the demolition and moving of buildings, structures, and utilities.

a. Any device or equipment such as scaffolds, ladders, derricks, hoists, or similar devices or equipment, used in connection with demolition or moving shall be constructed, installed, maintained and operated in accordance with the regulations governing the construction, installation, maintenance, and operation of such device.

2. Loads. Structures, or parts of structures, or any floor or temporary support, or scaffold, sidewalk barricade, or bridge, or any device or equipment shall not be loaded in excess of the safe carrying capacity.

3. Warning Signs. Every demolition job shall be provided with danger signs, which shall be conspicuously posted around the property.

4. Lights. Between sunset and sunrise adequate lights shall be provided to properly protect persons and property from hazards of pits, excavations, fences, barriers, equipment, building materials, or rubbish in, upon, or near a sidewalk or street. All walkways shall be provided with lights as follows:

- a. Amber lights, with a capacity of at least one hundred (100) watts, on the street side of the walkway at both ends and near the center.
- b. Other lighting consisting of sixty (60) watt lights spaced every ten feet (10') along the walkway.

5. Dust. All material to be removed shall be wet sufficiently to lay the dust incidental to its removal.

6. Rubbish and Waste. All adjacent streets, alleys, and other public ways and places shall be kept free and clear of all rubbish, refuse, and loose material resulting from the moving, demolition, or demolition removal operations.

B. Indemnity. Every person, firm, or corporation to whom permission has been granted under the terms of this Article and the general ordinances to utilize public property for the demolition work or the moving of any building, structure, or utility, shall at all times assume full responsibility for such demolition or moving. Such permission shall be further conditioned that any persons, firm, or corporation shall, as a consideration for the use of public property, at all times release, hold harmless and indemnify the City and all of their agents and employees from any and all responsibility, liability, loss, or damage resulting to any persons or property or caused by or incidental to the demolition or moving work.

C. Insurance. Any person, firm, or corporation, demolishing or moving any building, structure, or utility, shall deposit with the Building Official a certificate of insurance approved by the

Director of Finance and the City Counselor, showing that the City is a named insured on the insurance policy. The certificate of insurance shall evidence that the liability insurance policy covers the policy holder and the City as a named insured. Such insurance shall be valid at all times during demolition or moving operations. Said liability insurance coverage shall be in an amount of at least One Hundred Thousand Dollars (\$100,000.00) for injuries, including accidental death to any one person, and subject to the same limit for each person; in an amount of at least Three Hundred Thousand Dollars (\$300,000.00) on account of any one accident; and property damage insurance in an amount of at least One Hundred Thousand Dollars (\$100,000.00).

Exception: Insurance may not be required by the owner of record to demolish a residential building.

D. Damage to Public Property. As a condition of obtaining a permit to wreck, remove, or move any building, structure, or utility, the permittee assumes liability for any damage to public property occasioned by such moving, demolition, or removal operations.

E. License Required

1. General. Every person, firm or corporation shall obtain a license as required in Article 2 of Chapter 4 of the City Code before engaging in the business of contracting for demolition of buildings. Such license shall be renewed annually.

Exception: The owner of record may demolish any one-story residential building. Such work must be done by the owner, or by a member of the owner's family or an employee.

2. Supervision Required. A licensed organization shall, at all times, have in its full-time employment a designated supervisor; said supervisor shall be either an owner, officer, or an employee of the organization. In any case, the supervisor shall be responsible for directing the work performed by the organization.

3. Wrecking Contractor License. A Wrecking Contractor License is required for those who contract with other persons or organizations to demolish any building, structure, or portion thereof without limitation of size of such building or structure.

F. Disconnecting Service Lines.

1. Electric Service. The power to all electric service lines shall be shut off and all such lines cut or disconnected outside the property line before demolition or moving work is commenced. Prior to the cutting of such lines, the property owner or an authorized agent shall notify and obtain the approval of the franchised electric service company.

2. Other Service. All gas, water, steam, storm and sanitary sewers, or other service lines shall be shut off and capped outside the building line or curb before demolition or moving work is commenced. In each case, the property owner or an authorized agent shall obtain the approval of the utility service company or department involved.

3. Temporary Service. If it is necessary to maintain any power, water, or other lines during demolition or moving, such lines shall be temporarily relocated or protected to the satisfaction of the Department and utility company and in accordance with applicable ordinances.

G. Demolition Work.

1. Permit Required. The work of demolishing any building or structure shall not commence until a permit has been issued by the Building Official in accordance with the provisions set forth in other portions of this Article.

2. Application for Permit. All applications for permits to wreck, demolish, or raze a building or structure shall be made to the Building Official and every such application shall state:

- a. The location of the building or structure to be wrecked.
- b. The type of equipment to be used to wreck said building.
- c. The length, width, height, and principal materials of construction of the building.
- d. The length of time required to complete the proposed work.
- e. The name and address of the owner of the building.
- f. Proof of permission from the owner to do the proposed work.

3. Conditions of Permit. If the applicant complies with the provisions of this Code, the Building Official shall issue a permit for the proposed work. The permit holder shall notify the Department at least twenty-four (24) hours before starting the work.

4. Expiration of Permit. Permits for demolition work shall be subject to expiration in accordance with the provisions of Sections pertaining to expiration of a permit in the adopted Building Code.

H. Methods of Demolition.

1. General. Except for the cutting of holes in floors for chutes and holes through which to drop materials, preparation of storage space, and other necessary preparatory work, demolition of exterior walls and floor construction shall begin at the top of the structure and proceed downward and each story of exterior wall and floor construction shall be removed and dropped into the storage space before commencing the removal of walls and floors in the story next below. This requirement shall not prohibit the demolition of a structure in sections if positive means are taken to prevent injury to persons or damage to property. The use of other methods are permitted when approved by the Building Official.

2. Protection of Openings. All floor openings and shafts not used for material chutes shall be floored over or enclosed with guardrails and toe boards.

I. Removal of Materials.

1. Through Chutes. Materials shall not be dropped by gravity to any point lying outside the exterior walls of the building, except through enclosed wooden or metal chutes.

EXCEPTION: Where the distance from the property line or sidewalk is equal to or greater than the height of the demolition work, materials may be dropped by gravity to the ground, provided dust control is maintained in accordance with the provisions of other portions of this chapter.

2. Through Floor Openings. If debris is dropped through holes in the floor without the use of chutes, the total area of the hole cut in any intermediate floor (one which lies between the floor that is being demolished and the storage floor) shall not exceed twenty-five percent (25%) of such floor area.

3. Control of Dust. All dust caused by materials dropped through chutes, floor openings, or by other methods of removal, shall be controlled as required by the Building Official.

J. Stairs and Ladders. All stairs and ladders shall be maintained in a safe condition and at least one stairway shall be accessible as each floor is demolished.

K. Condition of Site. Upon completion of the removal of the building, structure, or utility, by either demolition or moving, the ground shall be left in a clean, smooth condition. Holes in the ground, basements or cellars, shall be filled with inorganic material; provided, however, the top one foot (1') of fill shall be clean earth. The filling of such excavation may not be required when a building permit has been issued for a new building on the site and the construction thereof is to start within sixty (60) days after the completion of demolition or moving operations. The holder of the building permit shall provide such excavation with a temporary barricade protecting the excavation on all sides, as specified for safety by the Building Official. The temporary barricade may remain in position for a time not exceeding five (5) days, after which a solid barricade shall be provided or the excavation filled.

L. Moving Work.

1. Permit Required. No building or fixed structure shall be moved on or across a street or alley without a permit issued by the Building Official in accordance with the provisions set forth in other portions of this chapter. No building or major portion thereof shall be raised, shored, or held up without a permit from the Building Official.

2. Other Approvals Required. Prior to the issuance of a permit for moving a building, the applicant shall obtain written approval from the proper authority for the partial or complete removal of any shade tree or for the temporary moving of any lamp post, public utility installations, or other public property, and shall submit a moving route plan approved by the Director of Transportation.

3. License Required. Permits shall be issued only to a house mover or shorer holding a valid license issued by the License Division.

4. Excavations on Public Property. Where the permittee will be making excavations in or on public property, he/she shall comply with the applicable provisions as required in the City Code, including but not limited to, Chapters 17 and 20.

5. Inspection Required. A permit for moving a building or fixed structure shall be issued only if the proposed location within the City will not seriously increase the fire hazard to surrounding buildings. No building shall be moved into or within the City unless it has been inspected and approved by the Building Official for conformance with the minimum requirements of this chapter.

6. Application for Permit. Applications for permits to move, raise, or shore a building or structure shall be made to the Building Official and every such application shall state:

- a. The present location of the building to be moved.
- b. The proposed location of the building.
- c. The type of equipment to be used for the proposed work.
- d. The length, width, and height of the building.
- e. The principal materials of construction of the building.
- f. The length of time required to do the proposed work.
- g. The name and address of the owner of the proposed location of the building.
- h. The name and address of the owner of the building.
- i. Proof of permission from the owner or owners to do the proposed work.

7. Conditions of Permit. If the applicant complies with the provisions of this Code, the Building Official shall issue a permit for the proposed work. The permit holder shall notify the Department at least twenty-four (24) hours before starting the work.

8. Foundation Required. A building for which a permit for moving, raising, or shoring has been issued shall be placed with full approved bearing on a permanent foundation prior to expiration of the permit.

9. Expiration of Permit. Permits for moving work shall be subject to expiration in accordance with the provisions of Sections pertaining to expiration of a permit in the adopted Building Code.”

Chapter 33. Section 3304. Delete

Add Section 3305 As follows:

Sec. 3305 – Sanitary

3305.1 Sanitary facilities shall be provided during construction, remodeling or demolition activities in accordance with the Independence City Code, or at the direction of the Building Official or his designees.

Adopt Appendix I – Patio Covers

Section K102.4 Amend to read as follows:

~~Sec. K102.4 Additions, alterations and repairs. Installation of alternative energy producing facilities and the associated components thereof shall be undertaken by qualified personnel as that is defined within NFPA 70E Article 110.6.”~~

SECTION 3. That it is the intent of the Council that the latter passed code shall prevail and that the stricter language shall control in any conflicts between the provisions of any codes adopted by the City except where the Council has adopted specific exceptions or amendments to any code in which case the latter passed specific amendment shall prevail.

SECTION 4. That the effective date of this ordinance shall be January 1, 2025, and the previously adopted Building Code shall remain in effect until that date.

SECTION 5. That Ordinance No. 18967 and all other ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 6. That all other parts and provisions of Article 5 of Chapter 4 not amended or repealed herein shall remain in full force and effect.

SECTION 7. That correction of any scriveners errors identified within Article 5 of this Chapter are hereby authorized by this ordinance.

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

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

ATTEST:

City Clerk

APPROVED AS TO FORM AND LEGALITY:

City Counselor

REVIEWED BY:

City Manager

NOTE: Text being eliminated by this ordinance is bolded and lined through and text being added by this ordinance is bolded and underscored.

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

24-114 **1R** An ordinance amending Article 6, “Mechanical Code,” of Chapter 4 of the Independence City Code and adopting the 2024 Edition of the International Mechanical Code and making other necessary revisions. **1R**

Recommendations:

Staff recommends approval of this item.

Background:

The 2024 International Mechanical Code (IMC) is a comprehensive building code that establishes minimum regulations for building systems using prescriptive and performance-related provisions. It is founded on broad base principles that make possible the use of new materials and new building designs. The International Mechanical Code is kept up to date through the review of proposed changes submitted by code officials, industry representatives, design professionals, and other interested parties. The building industry builds to the conformance of the International Mechanical Code. This 2024 Edition is fully compatible with all the International Codes published by the International Code Council. Adoption of this code will adhere to Insurance Services Organization (ISO) requirements.

Updated editions of the IMC are published on a three (3) year cycle. The City of Independence is currently using the 2018 International Mechanical Code. The 2024 IMC is the latest version of the code. There are no significant changes to this code for this adoption cycle.

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

**Department /
Contact**

Community Development /

REVIEWERS

Tom Scannell

Jeremy Cover
Zachary Walker
Susanne Holland

ATTACHMENTS:

1. IMC Mechanical Code Amendments Draft Ordinance

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE AMENDING ARTICLE 6, “MECHANICAL CODE,” OF CHAPTER 4 OF THE INDEPENDENCE CITY CODE AND ADOPTING THE 2024 EDITION OF THE INTERNATIONAL MECHANICAL CODE AND MAKING OTHER NECESSARY REVISIONS.

WHEREAS, The City Council of the City of Independence, Missouri desires to adopt the 2024 Edition of the International Mechanical Code now that copies have been on file with the City Clerk for ninety (90) days as required by R.S.Mo.67.280, and make other necessary revisions to Article 6 of Chapter 4;

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

SECTION 1. That Section 4.06.001, “Mechanical Code”, of the Independence City Code, be and is hereby amended, to read as follows:

“SEC. 4.06.001. Adoption of International Mechanical Code,
The International Mechanical Code, 2018~~24~~ Edition, published by the International Code Council, is hereby adopted as the Mechanical Code of the City of Independence, Missouri, for the control of heating, pipe fitting, ventilating, cooling and refrigeration installation or construction as herein provided, except such portions as are hereinafter deleted, modified or amended by this Article of the City Code.”

SECTION 2. That Sections 4.06.002 through 4.06.018, of the Independence City Code, be and is hereby amended, to read as follows:

“Sec. 4.06.018~~02~~. - Additions, insertions, deletions, and changes.
The following numbered subsections and provisions of the approved edition of the Mechanical Code, adopted by Section 4.06.001, are hereby amended as follows:

~~Section 401.2 Amend to read as follows:~~

~~Sec. 401.2 Ventilation required. Every occupied space shall be ventilated by natural means in accordance with Section 402 or by mechanical means in accordance with Section 403. Ambulatory care facilities and Group I-2 occupancies shall be ventilated by mechanical means in accordance with Section 407.~~

Section 506.3.2.5.2 Water spray test. Delete

Appendix B. Amend to read as follows:

Appendix B. Mechanical Permit Fee Schedule is located in the City’s Schedule of Fees.

Sec. 4.06.002~~3~~. - Enforcement of the Mechanical Code.

The Mechanical Code shall be enforced by the Building Official. The Building Official may designate as inspectors such members of the Building Inspection Division as may be necessary to enforce the provisions of the Mechanical Code.

Sec. 4.06.0034. - Building Official—Duties.

The Building Official shall administer the provisions of the approved edition of the International Mechanical Code and shall perform the following duties:

1. Issue all permits required under the provisions of Section 112.1 of the approved edition of the International Mechanical Code.
2. Keep a permanent, accurate record of all license and permits issued and fees collected.
3. Inspect all work for which a permit has been issued.
4. Reject all work or materials used in such work that does not comply with the provisions of the approved edition of the International Mechanical Code.
5. Order changes in workmanship or materials in order to achieve compliance with the provisions of the approved edition of the International Mechanical Code.
6. Maintain a register of all persons lawfully entitled to engage in the business of a contractor or to labor at the trade of installing, altering, replacing or repairing heating, ventilating, cooling and refrigeration equipment.
7. Maintain a file of all matters relevant to the administration of this Code.
8. Deposit all license and permit fees as required by the Director of Finance.

Sec. 4.06.0045. - Permit not transferable.

A permit issued under the provisions of Section 112.1 of the approved edition of the International Mechanical Code is not transferable from one person to another person or from one location to another location.

Sec. 4.06.0056. - Persons to whom a permit may be issued.

A permit shall be issued only to a Master Heating/Cooling Contractor licensed under the provisions of this article, or to any person personally performing heating, ventilating, cooling or refrigeration work in a single family dwelling, including accessory buildings, that is detached and intended, or designed for occupancy by one family and is owned and occupied by such person.

Exceptions:

The Building Official may issue a special permit subject to the following conditions:

1. That a special permit shall be issued for only a single period of 90 consecutive days, except that such special permit shall continue in force until the project for which such special permit was issued is completed in accordance with other provisions of the Code.
2. Any person obtaining a special permit under the provisions of this section shall not be eligible for another such special permit until a period of five years has elapsed from the date of issuance of a previous special permit.
3. This special permit shall be limited to an owner who shall become the occupant for at least two years after the issuance of the certificate of occupancy of a single family residential dwelling, which is either moved onto the owner's premises from another location, or is to be constructed by the owner. Any person applying for a permit shall, at the time application is made, sign an affidavit stating that they are the owner of the property and will become the occupant of the residence for at least two years after issuance of the certificate of occupancy.

Sec. 4.06.0067. - Schedule of fees.

A. Fees, as set forth in the City's Schedule of Fees, shall be paid upon the issuance of a permit to any person for the installing, altering, replacing or repairing any heating, ventilating, cooling or refrigeration equipment.

B. The minimum fee for any permit issued under the provisions of this section shall be set forth in the City's Schedule of Fees.

C. Any person who shall commence any mechanical work for which a permit is required without first obtaining such permit shall be required to pay a permit fee that is equal to and in addition to the original permit fee as set forth in the City's Schedule of Fees.

D. The supplementary fee to cover any additional value not included in the original permit shall be the difference between the fee paid for the original permit and the fee which would have been required had the original permit included the entire value.

E. Permit fees provide for the customary inspections only. Where additional inspections are made necessary by incomplete or faulty work or because of incorrect address given or because the building is locked, no fee shall be charged for the first re-inspection; however, a fee, as set forth in the City's Schedule of Fees, shall be charged for the second re-inspection and shall double for each additional re-inspection thereafter. All such re-inspection fees shall be paid by the permittee before another inspection can be requested.

Sec. 4.06.0078. - Expiration of heating and cooling permit.

A. Every heating and cooling permit issued by the Building Official under the provisions of this article shall expire and become null and void if the work authorized by such permit is not commenced within 180 days from the date of issuance of such permit.

B. A permit issued under the provisions of this article that has expired may be renewed upon payment of one-half the appropriate fee required by Section 4.06.020 of this article provided that no changes have been made in the original plans and specifications for such work and further provided that any suspension or abandonment of work authorized by such permit has not exceeded one year.

Sec. 4.06.0089. - Emergency repair work.

A. Emergency repair work may be performed without first obtaining a permit as required by of the approved edition of the International Mechanical Code when such work is urgently necessary and it is impractical to obtain a permit prior to the commencement of the emergency repair work.

B. Any person who performs emergency repair work without first obtaining a permit shall obtain a permit within 72 hours from the date that such emergency repair work is completed. Any person who fails to obtain a permit within the time stipulated herein shall pay a permit fee that is double the fee specified for such repair work.

Sec. 4.06.00910. - Dangerous heating, ventilating, cooling or refrigeration.

A. It shall be unlawful for any person to maintain any heating, ventilating, cooling or refrigeration system in a dangerous condition.

B. Whenever the Building Official determines that any person is maintaining a heating, ventilating, cooling or refrigeration system in a dangerous condition, he/she shall order such person to discontinue the use of or to repair, alter, remove or demolish such system.

C. Any order issued by the Building Official under the provisions of this section shall be in writing, addressed to the person responsible for the premises in which such dangerous condition exists and shall specify a date or time for compliance with such order.

Sec. 4.06.01~~01~~1. - Vehicle identification.

Any vehicle used by a licensed contractor in the conduct of that business shall carry the firm name, address and telephone number in letters at least two inches high on both sides of such vehicle.

Sec. 4.06.01~~12~~2. - Humidifier installation.

Any contractor licensed under the provisions of this article is hereby authorized to install any humidifier that is part of a warm air heating system to an existing potable water supply system within a building.

Sec. 4.06.01~~23~~3. - Piping installation.

Any permit issued under the provisions of this article shall authorize the installation of gas piping as regulated in the adopted Fuel Gas Code, from the nearest required cut-off valve to the burner of any warm air heating system.

Sec. 4.06.01~~34~~4. - Contractor responsibility.

It shall be unlawful for any person that has received a permit under the provisions of the approved edition of the International Mechanical Code to sublet or sub-contract any work for which such permit was issued to any person that is not licensed for such work under the provisions of this article.

Sec. 4.06.01~~45~~5. - Sealing off electric current and fuel supply.

A. The Building Official shall seal off the electric current and fuel supply of any heating, ventilating, cooling or refrigeration system when such system has been installed by any person who has not obtained a permit for such installation under the provisions of the approved edition of the International Mechanical Code, or when such installation does not conform with the provisions of such Code.

B. It shall be unlawful for any person to break any such seal authorized by the Building Official under the provisions of Paragraph "A" of this section.

C. The Building Official shall order the removal of any such seal when a permit for such installation has been obtained or when such installation conforms with the provisions of the approved edition of the International Mechanical Code.

D. When any such installation is determined to be in violation of the provisions of the approved edition of the International Mechanical Code; the Building Official shall notify the person making such installation in writing of the violations found and shall specify the time allowed to bring such installation into conformance with the provisions of such Code.

Sec. 4.06.01~~56~~6. - Individual branch circuit installation.

A. The primary electrical circuit for any heating, ventilating, cooling or refrigeration installation shall be installed by a licensed electrical contractor in conformance with the provisions of the National Electrical Code, current edition.

B. Exceptions:

1. Any journeyman or master heating/cooling contractor as defined in this article shall be permitted to install an individual branch circuit to serve any air conditioning unit with a rating of 60,000 BTU's or less in a single family home only.
2. This exception shall be limited to residential installations only.

Sec. 4.06.0167. - Right of appeal—Procedure.

A. Whenever any person is aggrieved by a decision of the Building Official in the interpretation of the approved edition of the International Mechanical Code, or when such person claims that the action of the Building Official is not in accordance with the provisions of such Code or when the Building Official disapproves the proposed use of alternate materials or methods by such person in heating, ventilating, cooling, or refrigeration installation, such person shall have the right to appeal to the Board of Building and Engineering Appeals as constituted in Article 10 of Chapter 4 of the Independence City Code.

Sec. 4.06.0178. - Appeal fee.

A fee of \$25.00 shall accompany any appeal filed under the provisions of Section 4.06.016 of this article.”

SECTION 3. That it is the intent of the Council that the latter passed code shall prevail and that the stricter language shall control in any conflicts between the provisions of any codes adopted by the City except where the Council has adopted specific exceptions or amendments to any code in which case the latter passed specific amendment shall prevail.

SECTION 4. That the effective date of this ordinance shall be January 1, 2025, and the previously adopted Mechanical Code shall remain in effect until that date.

SECTION 5. That Ordinance No. 18971 and all other ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 6. That all other parts and provisions of Article 6 of Chapter 4 not amended or repealed herein shall remain in full force and effect.

SECTION 7. That correction of any scriveners’ errors identified within Article 6 of this Chapter are hereby authorized by this ordinance.

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

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

ATTEST:

City Clerk

APPROVED AS TO FORM AND LEGALITY:

City Counselor

REVIEWED BY:

City Manager

NOTE: Text being eliminated by this ordinance is bolded and lined through and text being added by this ordinance is bolded and underscored.

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

24-115 **1R** An ordinance amending Article 7, “Electrical Code,” of Chapter 4 of the Independence City Code, and adopting the 2023 Edition of the National Electric Code and making other necessary revisions. **1R**

Recommendations:

Staff recommends approval of this item.

Background:

The 2023 National Electrical Code (NEC) is a comprehensive building code compiled by the National Fire Protection Agency that establishes minimum regulations for building systems using prescriptive and performance related provisions. It is founded on broad base principles that make possible the use of new materials and new building designs. The National Electrical Code is kept up to date through the review of proposed changes submitted by code officials, industry representatives, design professionals, the National Fire Protection Agency, and other interested parties. The building industry does electrical work to the conformance of the National Electrical Code. This 2023 Edition is fully compatible with all the International Codes. Adoption of this code will adhere to Insurance Services Organization (ISO) requirements.

Updated editions of the NEC are published on a three (3) year cycle. The City of Independence is currently using the 2017 National Electrical Code. The 2023 NEC is the latest version of the code.

There are no significant changes to this code for this adoption cycle, mostly a few housekeeping items we enter each cycle that adjust the code to reflect our own utility standards.

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

**Department /
Contact**

Community Development /

REVIEWERS

Tom Scannell
Jeremy Cover
Zachary Walker
Susanne Holland

ATTACHMENTS:

1. NEC National Electric Code Amendments Draft Ordinance

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE AMENDING ARTICLE 7, “ELECTRICAL CODE,” OF CHAPTER 4 OF THE INDEPENDENCE CITY CODE, AND ADOPTING THE 2023 EDITION OF THE NATIONAL ELECTRIC CODE AND MAKING OTHER NECESSARY REVISIONS.

WHEREAS, The City Council of the City of Independence, Missouri desires to adopt the 2023 Edition of the National Electric Code now that copies have been on file with the City Clerk for ninety (90) days as required by R.S.Mo.67.280, and make other necessary revisions to Article 7 of Chapter 4;

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

SECTION 1. That Section 4.07.001, “National Electric Code”, of the Independence City Code, be and is hereby amended, to read as follows:

“SEC. 4.07.001. **Adoption of** National Electrical Code ~~adopted~~.
The National Electrical Code, 2017~~23~~²³ Edition, as published by the National Fire Protection Association and approved by the American National Standards Institute is hereby adopted as the Electrical Code of the City of Independence, Missouri, for the control of electrical installation and construction as herein provided except such portions as are hereinafter deleted, modified or amended by this article of the City Code.”

SECTION 2. That Sections 4.07.002 through 4.07.030, of the Independence City Code, be and is hereby amended, to read as follows:

“Sec. 4.07.030~~02~~⁰². - Additions, insertions, deletions, and changes.
The following subsections and provisions of the approved edition of the National Electric Code, adopted by Section 4.07.001, are hereby amended to read as follows:

Modification to Article 210.12. Arc-Fault Circuit Interrupter Protection.
All 120 volt, single-phase 15 and 20 ampere branch circuits supply outlets or devices installed in dwelling unit bedrooms only shall be protected by any of the means described in 210.12(A)(1) through (6).

Any new circuits installed in an existing house, all bedroom circuits shall have an arc-fault circuit interrupter.

~~Modification to Article 230.46 and 230.82. Spliced Conductors.
No splices will be allowed in the service entrance cable that supplies power from the meter can to the breaker panel. All supply side connections out of the breaker panel shall be protected by breaker.~~

Modification to Article 230.70. Service Equipment Disconnecting Means.

The service disconnecting means shall be located no more than 10 feet between the point of entrance of service conductors to a readily accessible location for the installation of a service disconnecting means as specified by 230.70(A). Service entrance conductors that extend more than 10 feet from the meter can, or more than 10 feet from the point of entrance of service conductors shall have an outside disconnect.

Sec. 4.07.00~~23~~3. - Enforcement of the Electrical Code.

The Electrical Code shall be enforced by the Building Official for all electrical work, and only the electrical work, for which an electrical permit is required as stipulated elsewhere herein The Building Official may designate as electrical inspectors such members of the Building Inspection Division as may be necessary to enforce the provisions of the Electrical Code.

Sec. 4.07.00~~34~~4. - Building official—Duties.

The Building Official shall administer the provisions of the approved edition of the National Electrical Code, and shall perform the following duties:

1. Issue all permits required under the provisions of this article.
2. Keep a permanent, accurate record of all licenses and permits issued and fees collected.
3. Inspect all work for which a permit has been issued.
4. Reject all work or materials used in such work that does not comply with the provisions of the National Electrical Code.
5. Order changes in workmanship or materials in order to achieve compliance with the provisions of the National Electrical Code.
6. Maintain a register of all persons lawfully entitled to engage in the business of an electrical contractor or to install, alter, replace, repair or maintain electrical systems or equipment.
7. Maintain a file of all matters relevant to the administration of this Code.
8. Deposit all license and permit fees as required by the Director of Finance.

Sec. 4.07.00~~45~~5. - Electrical permit required.

A. Except as specifically provided elsewhere in this article, it shall be unlawful for any person to install, remove, alter or repair any electrical system on any premises without first obtaining a permit therefor from the Building Official.

B. A separate permit shall be obtained for each such premises where electrical work is to be done.

Sec. 4.07.00~~56~~6. - Electrical permit not transferable.

A permit issued under the provisions of this article is not transferable from one person to another person or from one location to another location.

Sec. 4.07.00~~67~~7. - Electrical work not requiring a permit.

A permit shall not be required for the following electrical work:

1. Repair work, replacement of lamps or connection of portable electrical equipment to suitable permanently installed receptacles.
2. The installation, alteration or repair of electrical equipment for the operation of signals or the transmission of signals to equipment by low voltage wiring.

3. The installation, alteration or repair of an electrical system by or for an electric utility for the generating, control, transformation, transmission, distribution or metering of electricity in accordance with applicable franchise agreements; rules and regulations; and, electric service policies, standards and requirements; and schedule of rates.

a. The above electrical system shall include all electric equipment, raceway and conductors which are installed, operated and maintained by and for an electric utility, and under the exclusive control of an electric utility:

4. Any work involved in the manufacturing, testing, servicing, altering or repairing of electrical equipment or apparatus. This does not include any permanent wiring which is not required for testing purposes.

Sec. 4.07.0078. - Persons to whom an electrical permit may be issued.

An electrical permit shall be issued only to a master electrician licensed under the provisions of this article or to an electrical contractor who employs a licensed master electrician as a full time employee. The master electrician who holds the license for said company shall do so for only the one contractor he or she is employed by on a full time basis. An electrical permit may be issued to any person personally performing electrical work in an existing single family dwelling, to include accessory buildings not intended for occupancy that are detached. The single family dwelling must be located on a single addressed property and be owned and occupied by such person.

Exceptions:

1. A mobile home contractor licensed in the City of Independence, Missouri, may obtain the required electrical permits necessary for the electrical hookups to existing electrical service that was in service prior to such mobile home replacement.

2. The Building Official may issue a special permit subject to the following conditions:

a. That a special permit shall be issued for only a single period of 90 consecutive days, except that such special permit shall continue in force until the project for which such special permit was issued is completed in accordance with other provisions of the Code.

b. Any person obtaining a special permit under the provisions of this section shall not be eligible for another such special permit until a period of five years has elapsed from the date of issuance of a previous special permit.

c. This special permit shall be limited to an owner who shall become the occupant for at least two years after the issuance of the certificate of occupancy of a single family residential dwelling, which is either moved onto the owner's premises from another location, or is to be constructed by the owner. Any person applying for a permit shall, at the time application is made, sign an affidavit stating that they are the owner of the property and will become the occupant of the residence for at least two years after issuance of the certificate of occupancy.

Sec. 4.07.0089. - Electrical permit application.

The application for a permit to install, remove, alter or repair any electrical system shall be made to the Building Official on forms provided and shall include the following information:

1. Name, address and telephone number of the applicant.

2. Name, address and telephone number of the owner of the property where electrical work is to be done.

3. Occupancy and use of the property.

4. Description of electrical work to be done.

5. Plans and specifications and other information deemed necessary to insure compliance with the provisions of the Electrical Code.

Sec. 4.07.0~~10~~9. - Schedule of fees.

A. Fees, as set forth in the City's Schedule of Fees, shall be paid upon the issuance of a permit to any person for the installing, removing, altering or repairing electrical systems and equipment.

B. The minimum fee for any permit issued under the provisions of this section shall be set forth in the City's Schedule of Fees.

C. Any person who shall commence any electrical work for which a permit is required without first obtaining such permit shall be required to pay a permit fee that is equal to and in addition to the original permit fee as set forth in the City's Schedule of Fees for such electrical work, except that emergency electrical repair is exempt from this requirement.

D. The supplementary fee to cover any additional value not included in the original permit shall be the difference between the fee paid for the original permit and the fee which would have been required had the original permit included the entire value.

E. Permit fees provide for the customary inspections only. Where additional inspections are made necessary by incomplete or faulty work or because of incorrect address given or because the building is locked, no fee shall be charged for the first re-inspection; however, a fee as set forth in the City's Schedule of Fees, shall be charged for the second re-inspection and shall double for each additional re-inspection thereafter. All such re-inspection fees shall be paid by the permittee before another inspection can be requested.

Sec. 4.07.01~~0~~1. - Emergency electrical repair.

A. Emergency electrical repair work may be performed without first obtaining a permit as required by Section 4.07.015 of this article when such work is urgently necessary and it is impractical to obtain an electrical permit prior to the commencement of the emergency repair work.

B. Any person who performs emergency electrical repair work without first obtaining a permit shall obtain an electrical permit within 72 hours from the date that such emergency repair work is completed. Any person who fails to obtain an electrical permit within the time stipulated herein shall pay a permit fee that is double the fee specified for such repair work.

Sec. 4.07.01~~2~~2. - Expiration of electrical permit.

A. Every electrical permit issued by the Building Official under the provisions of this article shall expire and become null and void if the work authorized by such permit is not commenced within 180 days from the date of issuance of such permit.

B. A permit issued under the provisions of this article that has expired may be renewed upon payment of one-half the appropriate fee required by Section 4.07.020 of this article provided that no changes have been made in the original plans and specifications for such work and further provided that any suspension or abandonment of work authorized by such permit has not exceeded one year.

Sec. 4.07.01~~2~~3. - Notification by electrical permit holder.

A. Any person receiving a permit under the provisions of this article shall notify the Building Official that the electrical work for which such permit was issued is ready for inspection. Such notification shall be given at least one working day before the work is to be inspected.

B. Any person making such notification shall insure that the electrical work authorized by the permit shall comply with the standards and meet the prescribed tests of the approved edition of the National Electrical Code. If such work is approved by the Building Official, an electrical inspection notice of approval shall be issued to the permittee and the electric utility supplying electrical power to the installation shall be notified of such approval by the Building Official.

C. All electrical installations, both rough-in and finished, shall bear a label or tag identifying the contractor doing the work, and an electrical inspection notice of approval.

Sec. 4.07.01~~34~~34. - Temporary electrical permit.

A temporary electrical permit may be issued authorizing the connection and use of a temporary installation, and such permit shall expire on the date stated thereon.

Where any electrical equipment is to be concealed from view by the construction of a building, the person making the installation shall notify the Building Inspection Division. Such equipment shall not be concealed until it has been inspected and approved, or until 24 hours, exclusive of Sunday and holidays, have elapsed from the time of such notification. Where concealment of equipment proceeds continuously, the person installing the electrical equipment shall give due notice and inspections shall be made periodically during the progress of the work. If inspection indicates the work is not in conformity with this article, the Building Official shall at once give notice in writing to the person making the installation, stating the defects that are to be corrected before approval is given.

Sec. 4.07.01~~45~~45. - Inspection of concealed electrical equipment.

A. The Building Official shall seal off the electric current and fuel supply of any heating, ventilating, cooling or refrigeration system when such system has been installed by any person who has not obtained a permit for such installation under the provisions of Section 106 of the approved edition of the International Mechanical Code, or when such installation does not conform with the provisions of such Code.

B. It shall be unlawful for any person to break any such seal authorized by the Building Official under the provisions of Paragraph "A" of this section.

C. The Building Official shall order the removal of any such seal when a permit for such installation has been obtained or when such installation conforms with the provisions of the approved edition of the Uniform Mechanical Code.

Sec. 4.07.01~~56~~56. - Electrical connection to installed electrical equipment.

It shall be unlawful for any person to make connection to a supply of electricity or to supply electricity to any electrical equipment for which an installation permit is required, or which has been condemned, without authorization from the Building Official.

Sec. 4.07.01~~67~~67. - Standards for the installation of electrical equipment.

A. Unless otherwise provided in this Code or specifically approved by the Building Official, all installations of electrical equipment provided for by this article, shall be equal in all respects to the standards prescribed in the approved edition of the National Electrical Code.

B. When any such installation is determined to be in violation of the provisions of the approved edition of the National Electrical Code, the Building Official shall notify the person making such

installation in writing of the violations found and shall specify the time allowed to bring such installation into conformance with the provisions of such Code.

Sec. 4.07.01~~78~~79. - Acceptable electrical equipment.

Unless otherwise provided in this Code or specifically approved by the Building Official, all electrical equipment installed under the provisions of this Code shall conform to the safety standards of the Underwriters' Laboratories, Incorporated or to other such standards approved by the American National Standards Institute.

Sec. 4.07.01~~89~~90. - Identification of switches and meters.

All new installations of service switches and meter locations shall be provided with simple identification tags or marks that indicate their service function. When major repairs are made to old installations, similar identification shall be provided.

Sec. 4.07.01~~920~~20. - Inspection of electrical installations and equipment.

The Building Official or any electrical inspectors authorized to enter any structure or premises within the corporate limits of the City at all reasonable hours for the purpose of inspecting electrical installations, appliances or other electrical equipment. It shall be unlawful for any person to resist or otherwise interfere with any such inspection.

Sec. 4.07.02~~01~~1. - Electrical inspector—Duties.

It shall be the duty of any electrical inspector to inspect any existing electrical wiring or equipment for hazardous conditions.

Sec. 4.07.02~~12~~2. - Unlawful acts.

A. It shall be unlawful for any person to tamper with, alter or do anything to the permanent electrical wiring of any building or any electrical devices that are a part of the electrical wiring system of such building that would imperil the safety of such system, or create a dangerous condition or violate the provisions of this Code.

B. It shall be unlawful for any person to maintain any electrical system in a dangerous condition.

Sec. 4.07.02~~23~~3. - Stop order.

A. Whenever any work is being done contrary to the provisions of this Code, the Building Official shall notify in writing the person engaged in the doing or causing such work to be done, of violations found, specifying a period of time allowed to bring work into Code conformance.

Any person aggrieved by the decision of the Building Official in the interpretation or enforcement of the above Section has a right to appeal as specified in Section 4.07.037.

B. Whenever the Building Official learns or ascertains that any electrical conductors or equipment as defined in this Code, have become hazardous to life, health, or property, he/she is authorized to direct the Electric Utility Director in writing to seal off electric current to equipment as defined in this Code; before doing so he/she shall order in writing, that such conductors or equipment be restored to a condition of safety, be dismantled or removed from its present location. The written notice shall fix a time limit for compliance with such order, and the Building Official also has the authority to extend the time for compliance.

C. Where electric current has been sealed off, it shall be unlawful for any unauthorized person to break such seal. Upon corrections being made to meet requirements set forth in this Code, the Building Official, in writing, shall direct the Electric Utility Director to remove said seal.

Sec. 4.07.02~~34~~4. - Supply of electric current to condemned equipment.

An electrical inspector shall tag or seal all condemned electrical equipment and it shall be unlawful for any person to furnish or connect electric current to any electrical wire, installation, fixture, appliance or other equipment that has been condemned or disconnected or rendered inoperative by the Building Official, or to use such electrical wire, installation, fixture, appliance or equipment as a part of any electric system until the same has been repaired and the repairs approved in writing by the Building Official.

Sec. 4.07.02~~45~~5. - Vehicle identification.

Any vehicle used by a licensed electrical contractor in the conduct of his/her business shall carry the firm name, address and telephone number in letters at least two inches high on both sides of such vehicle.

Sec. 4.07.02~~56~~6. - Additional requirements.

A. Any single family dwelling with an electrical service great than 400 amps shall have a submitted drawing showing the electrical service and all related items for review before the electrical permit is issued.

B. One- and two-family dwellings shall have their respective electrical service entrance conductors routed in a manner where it does not pass through another unit or dwelling.

C. Any single family dwelling located on a single addressed lot shall have only one electrical service and electrical meter. No additional utility meters or service connections shall be permitted for any non-conforming residential structure in any zoning district.

Sec. 4.07.02~~67~~7. - Right of appeal—Procedure.

A. Whenever any person is aggrieved by a decision of the Building Official in the interpretation of the approved edition of the National Electrical Code, or when such person claims that the action of the Building Official is not in accordance with the provisions of such Code or when the Building Official disapproves the proposed use of alternate materials or methods by such person in any electrical installation, such person shall have the right to appeal to the Board of Building and Engineering Appeals as constituted in Article 10 of Chapter 4 of the Independence City Code.

B. Any person aggrieved by the decision of the Building Official in regard to the revocation of a license as provided in this article shall have the right of appeal to the City Council. Such appeal shall be taken by filing with the City Clerk for transmittal to the City Council within 14 days after notice of the decision by the Building Official has been mailed to such person's last known address a written statement setting forth the grounds for the appeal. The City Council shall set the time and place for the hearing on such appeal. A notice of such hearing shall be given in the same manner as provided in Section 4.07.012(B) of this article.

Sec. 4.07.02~~78~~8. - Appeal fee.

A fee of \$100.00 shall accompany any appeal filed under the provisions of Section 4.07.036 of this article.

Sec. 4.07.0289. - Penalty.

Any person violating any of the provisions of this article shall upon conviction thereof be punished by a fine of not less than \$25.00 nor more than \$100.00 for each violation. Such punishment in the case of a licensed electrician shall be in addition to the revocation of an electricians license as provided for in Section 4.07.012 of this article. Each and every day upon which such violation continues shall be deemed a separate offense.

Sec. 4.07.02930. - Low voltage permit.

The following numbered sections and provisions of the approved edition of the Electrical Code, adopted by Section 4.07.001, are hereby amended to read as follows:

A. Applicability. A permit shall be required for the installation of low voltage wiring as outlined in this chapter.

B. Residential Application.

1. A permit shall only be required for the installation of hard-wired security system. All other low voltage wiring do not require a permit for installation.
2. The installer shall have the proper licensing and insurance as required by Chapter 5 of the City Code.

C. Commercial Application.

1. A permit shall be required for the installation of low-voltage wiring defined as: Wiring systems therewith, listed in the 2017 National Electric Code - Articles 411, 725, 750, and 760.
2. A low-voltage electrical permit authorizes the licensee to install, maintain, or repair only low-voltage wiring and directly related wiring. Wiring is directly related if it:
 - i. originates at the load-side terminals of a disconnecting means or junction box that:
 - (1) has been installed, complete with line-side connections, by others for the specific purpose of supplying the low-voltage wiring system involved; and
 - (2) is permanently and legibly marked to identify the low-voltage wiring system supplied; and
 - ii. is not installed in a location listed as hazardous under the 2017 National Electrical Code - Articles 501—503.
3. The installer shall have the proper licensing and insurance as required by Chapter 4 Article 2 and Chapter 5 of the City Code.
4. Exemption of certain low voltage wiring systems:
 - i. The installation, maintenance or repair of certain low-voltage wiring systems may be performed by those not licensed as a contractor by the City of Independence if all of the following conditions are met: (1) the system is not required to be permitted by the International Building Code; (2) no part of the system is installed in an area considered as hazardous under the 2017 National Electrical Code; (3) the system is limited or protected by a circuit breaker, fuse or other current limiting device; and (4) a failure in the system would not, in the opinion of the authority having jurisdiction, create a shock or fire hazard to persons or property.
5. The Building Official or a designated deputy inspector shall research the requirements of the 2017 National Electrical Code, and/or make field investigations of low-voltage wiring systems in

question, and issue rulings on whether a low-voltage system meets the above criteria. Any decision from the Building Official shall be binding in the determination of a permit being required.”

SECTION 3. That it is the intent of the Council that the latter passed code shall prevail and that the stricter language shall control in any conflicts between the provisions of any codes adopted by the City except where the Council has adopted specific exceptions or amendments to any code in which case the latter passed specific amendment shall prevail.

SECTION 4. That the effective date of this ordinance shall be January 1, 2025, and the previously adopted Building Code shall remain in effect until that date.

SECTION 5. That Ordinance No. 18961 and all other ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 6. That all other parts and provisions of Article 7 of Chapter 4 not amended or repealed herein shall remain in full force and effect.

SECTION 7. That correction of any scriveners errors identified within Article 7 of this Chapter are hereby authorized by this ordinance.

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

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

ATTEST:

City Clerk

APPROVED AS TO FORM AND LEGALITY:

City Counselor

REVIEWED BY:

City Manager

NOTE: Text being eliminated by this ordinance is bolded and lined through and text being added by this ordinance is bolded and underscored.

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

24-116 **1R** An ordinance amending Article 12, “Existing Building Code,” of Chapter 4 of the Independence City Code and adopting the 2024 Edition of the International Existing Building Code and making other necessary revisions. **1R**

Recommendations:

Staff recommends approval of this item.

Background:

The 2024 International Existing Building Code (IEBC) is a comprehensive building code that establishes minimum regulations for building systems using prescriptive and performance related provisions. It is founded on broad base principles that make possible the use of new materials and new building designs. The International Existing Building Code is kept up to date through the review of proposed changes submitted by code officials, industry representatives, design professionals, and other interested parties. The building industry builds to the conformance of the International Existing Building Code. This 2024 Edition is fully compatible with all the International Codes, published by the International Code Council. Adoption of this code will adhere to Insurance Services Organization (ISO) requirements.

Updated editions of the IEBC are published on a three (3) year cycle. The City of Independence is currently using the 2018 International Existing Building Code. The 2024 IEBC is the latest version of the code. There are no significant changes to this version of the code, minus a few housekeeping items.

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

**Department /
Contact**

Community Development /

REVIEWERS

Tom Scannell

Jeremy Cover
Zachary Walker
Susanne Holland

ATTACHMENTS:

1. IEBC Existing Building Code Amendments Draft Ordinance

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE AMENDING ARTICLE 12, “EXISTING BUILDING CODE,” OF CHAPTER 4 OF THE INDEPENDENCE CITY CODE AND ADOPTING THE 2024 EDITION OF THE INTERNATIONAL EXISTING BUILDING CODE AND MAKING OTHER NECESSARY REVISIONS.

WHEREAS, The City Council of the City of Independence, Missouri desires to adopt the 2024 Edition of the International Existing Building Code now that copies have been on file with the City Clerk for ninety (90) days as required by R.S.Mo.67.280, and make other necessary revisions to Article 12 of Chapter 4;

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

SECTION 1. That Section 4.12.001, “Adoption of International Existing Building Code”, of the Independence City Code, be and is hereby amended, to read as follows:

“SEC. 4.12.001. Adoption of International Existing Building Code.

The International Existing Building Code, ~~2018~~²⁰²⁴ Edition, as published by the International Code Council, and the 2010 ADA Standards for Access Design, as published by the Department of Justice, be and is hereby adopted as the Existing Building Code of the City of Independence, Missouri, for the repair, alteration, change of occupancy, additions and relocation of existing buildings, including historic buildings, as herein provided, except such portions as are hereinafter deleted, modified or amended by this Article of the City Code.”

SECTION 2. That Section 4.12.002, of the “Existing Building Code”, of the Independence City Code, be and is hereby added, to read as follows:

“SEC. 4.12.002. Additions, insertions, deletions, and changes.

The following numbered subsections and provisions of the approved edition of the Existing Building Code, adopted by Section 4.12.001, are hereby amended as follows:

Section 117.2 Amend to read as follows:

Section 117.2 General. When the code official determines any structure is so old, dilapidated or has become so out of repair and is dangerous, unsafe, insanitary and otherwise unfit for human habitation or occupancy the code official can order either of the following: 1. The code official is permitted to authorize the owner or owner’s authorized agent to make the structure safe by repairs in order to make the structure safe and sanitary. Where there has been a cessation of construction and/or repairs of any structure for a period of more than 2 years the structure will be ordered demolished and removed. 2. The code official is permitted to order the owner or owner’s authorized agent to demolish and remove any such structure.

Section 809.1 Amend to read as follows:

Section 809.1 Minimum requirements. Level 2 alterations to existing buildings or structures are permitted without requiring the entire building or structure to comply with the energy requirements of the International Energy Conservation Code or International Residential Code. The alterations shall conform to the energy requirements of the International Energy Conservation Code or International Residential Code as they relate to new construction only, and as adopted or amended by the Building Official.

Section 1104 Amend to read as follows:

Section 1104.1 Minimum requirements. Additions to existing buildings shall conform to the energy requirements of the International Energy Conservation Code or International Residential Code as they relate to new construction, as adopted and amended by the Building Official.

Appendix E – Temporary Emergency Uses – Adopt”

SECTION 3. That it is the intent of the Council that the latter passed code shall prevail and that the stricter language shall control in any conflicts between the provisions of any codes adopted by the City except where the Council has adopted specific exceptions or amendments to any code in which case the latter passed specific amendment shall prevail.

SECTION 4. That the effective date of this ordinance shall be January 1, 2025 and the previously adopted Existing Building Code shall remain in effect until that date.

SECTION 5. That Ordinance No. 18968 and all other ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 6. That all other parts and provisions of Article 12 of Chapter 4 not amended or repealed herein shall remain in full force and effect.

SECTION 7. That correction of any scriveners’ errors identified within Article 12 of this Chapter are hereby authorized by this ordinance.

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

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

ATTEST:

City Clerk

APPROVED AS TO FORM AND LEGALITY:

City Counselor

REVIEWED BY:

City Manager

NOTE: Text being eliminated by this ordinance is bolded and lined through and text being added by this ordinance is bolded and underscored.

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

24-117 **1R** An ordinance amending Article 13, “Residential Code,” of Chapter 4 of the Independence City Code and adopting the 2024 Edition of the International Residential Code with 2024 Energy Code amendments and making other necessary revisions. **1R**

Recommendations:

Staff recommends approval of this item.

Background:

The 2024 International Residential Code (IRC) is a comprehensive building code that establishes minimum regulations for building systems using prescriptive and performance-related provisions. It is founded on broad base principles that make possible the use of new materials and new building designs. The International Residential Code is kept up to date through the review of proposed changes submitted by code officials, industry representatives, design professionals, and other interested parties. The building industry builds to the conformance of the International Residential Code. This 2024 Edition is fully compatible with all the International Codes, published by the International Code Council. Adoption of this code will adhere to Insurance Services Organization (ISO) requirements.

Updated editions of the IRC are published on a three (3) year cycle. The City of Independence is currently using the 2018 International Residential Code. The 2024 IRC is the latest version of the code.

Significant changes to the International Residential Code include the standard climatic data being changed due to the code council changing wind speeds and roof loads (snow loads) for our area. Changes also include the adoption of several of the energy code provisions, notably insulation R values for single family homes being increased to meet about half of the code-recommended R value for our area, as well as basement walls having an R value increase due to climatic changes in the area.

All other amendments are items that have traditionally been amended due to the area’s capabilities or industry standards.

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

Department / Contact	Community Development /
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REVIEWERS

Tom Scannell
Jeremy Cover
Zachary Walker
Susanne Holland

ATTACHMENTS:

1. IRC Residential Code Amendments Draft Ordinance

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE AMENDING ARTICLE 13, “RESIDENTIAL CODE,” OF CHAPTER 4 OF THE INDEPENDENCE CITY CODE AND ADOPTING THE 2024 EDITION OF THE INTERNATIONAL RESIDENTIAL CODE WITH 2024 ENERGY CODE AMENDMENTS AND MAKING OTHER NECESSARY REVISIONS.

WHEREAS, The City Council of the City of Independence, Missouri desires to adopt the 2024 Edition of the International Residential Code now that copies have been on file with the City Clerk for ninety (90) days as required by R.S.Mo.67.280, and make other necessary revisions to Article 13 of Chapter 4;

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

SECTION 1. That Section 4.13.001, “International Residential Code”, of the Independence City Code, be and is hereby amended, to read as follows:

“SEC. 4.13.001. Adoption of International Residential Code.

The International Residential Code, ~~2018~~2024 Edition, as published by the International Code Council, be and hereby is adopted as the Residential Code of the City of Independence, for the construction, alteration, movement, enlargement, replacement, repair, equipment, location, removal and demolition of detached one- or two-family dwellings and multiple single family dwellings, as herein provided, except such portions as are hereinafter deleted, modified or amended by this Article of the City Code.”

SECTION 2. That Section 4.13.002, “Additions, Insertions, Deletions, and Changes”, of the Independence City Code, be and is hereby amended, to read as follows:

“SEC. 4.13.002. Additions, insertions, deletions, and changes.

The following numbered subsections and provisions of the approved edition of the International Residential Code, adopted by Section 4.13.001, are hereby amended to read as follows:

“Sec. R105.2 Amend to read as follows:

Sec. R105.2 Work exempt from permit.

Building:

1. One-story detached accessory structures used as tool and storage sheds, playhouses and similar uses, provided the floor area does not exceed 120 square feet.
2. Fences not over 6 feet (1828.8 mm) high.
10. Delete.

Sec. R108.2 Amend to read as follows:

Sec. R108.2 Schedule of permit fees. All fees shall be paid prior to the issuance of any permit, in accordance with the City's Schedule of Fees.

Table R301.2(4)-Amended to include the following data:

Table R301.2(4) Climatic and Geographic Design Criteria

Ground Snow Load: 20 pounds per square foot

Wind Speed: 115 miles per hour.

Topographic effects: No

Special wind region: No

Windborne debris zone: No

Seismic Design Category: A

Weathering: Severe

Frost line depth: 36 inches

Termite: Moderate to Heavy

Winter design temperature: 6 degrees Fahrenheit

Ice Barrier Underlayment: Yes, installed as required by section 905.1.2

Air Freezing Index: 927

Mean Annual Temperature: 55.5 degrees F

Table R301.2(4) Manual J Design Criteria. Delete.

Sec. R302.5.1 Amend to read as follows:

Sec. R302.5.1 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 13/8 inches (35 mm) in thickness, solid or honeycomb core steel doors not less than 13/8 inches (35 mm) thick, or 20-minute fire-rated doors, equipped with a self-closing device. EXCEPTION: Attic access openings.

~~Sec. R303.4 Mechanical ventilation. Delete.~~

Sec. R31309 Automatic Fire Sprinkler Systems. Delete.

~~Sec. R602.6.1 Amend to read as follows:~~

~~Sec. R602.6.1 Drilling and notching of top plate.~~

~~When piping or ductwork in or partly in an exterior wall or interior load-bearing wall, necessitating cutting, drilling, or notching of the top plate by more than 50 percent of its width, a galvanized metal tie not less than 0.054 inch thick (1.37 mm) (16 ga) and 1 1/2 inches (38mm) wide shall be fastened across and to the plate at each side of the opening with not less than four 10d (0.148 inch diameter) having a minimum length of 1 1/2 inches (38 mm) at each side or equivalent. The metal tie must extend a minimum of 6 inches past the opening.~~

Sec. R905.2.1 Amend to read as follows:

Sec. R905.2.1 Sheathing requirements. Asphalt shingles shall be fastened to solidly sheathed decks. Solidly sheathed decks can be of plywood or oriented strand board meeting the thickness and fastening listed in this code for roof decking, or lumber sheathing as listed in table 803.1, provided 5/8" material is ship lapped or tongue and grooved. All decking material must also meet the roof covering manufacturer's specifications.

Chapter 11 Energy Efficiency. Delete, except as listed herein:

[Table] N1101.10,

~~[Table] N1101.12.3 (1),~~

~~[Table] N1101.12.3 (2),~~

~~[Table] N1101.12.3 (3)~~

N1101.12

~~[Table] N1102.1.1~~

[Table] N1102.1.1. Amend Wood Frame Wall R-Value in Climate Zone 4 except Marine ~~(Row 4 Column 6)~~ **(Row 7 Column 5)** to read: "13".

Sec. N1102.2.1. Amend to read as follows:

Sec. N1102.2.1 (R402.2.1) Ceilings with attic spaces. When Section N1102.1.1 would require R-38 in the ceiling, R-30 shall be deemed to satisfy the requirement for R-38 wherever the full height of uncompressed R-30 insulation extends over the wall top plate at the eaves. Similarly R-38 shall be deemed to satisfy the requirement for R-49 wherever the full height of uncompressed R-38 insulation extends over the wall top plate at the eaves.

Sec. N1102.2.2. Amend to read as follows:

Sec. N1102.2.2 (R402.2.2) Ceilings without attic spaces. When Section N1102.1.1 would require insulation levels above R-30 and the design of the roof/ceiling assemblies does not allow sufficient space for the required insulation, the minimum required insulation for such roof/ceiling assemblies shall be R-30.

Sec. N1102.2.~~34~~. Amend to read as follows:

Sec. N1102.2.~~34~~ (R402.2.3) Eave baffle. For air permeable insulations in vented attics, a baffle shall be installed adjacent to soffit and eave vents. Baffles shall maintain an opening equal to or greater than the size of the vent. The baffle shall extend over the top of the attic insulation. The baffle shall be permitted to be any solid material.

Sec. N1102.2.~~78~~ Amend to read as follows:

Sec. N1102.2.~~78~~ (R402.2.7) Floors. Floor insulation shall be installed to maintain permanent contact with the underside of the subfloor decking.

Sec. N1102.2.~~89~~ Amend to read as follows:

Sec. N1102.2.~~89~~ (R402.2.8) Basement walls. Walls associated with conditioned basements shall be insulated from the top of the basement wall down to 10 feet below grade or to the basement floor, whichever is less. Walls associated with unconditioned basement shall meet this requirement unless the floor overhead is insulated in accordance with Table N1102.1.1.

Sec. G2414.~~54~~.3 Amend to read as follows:

Sec. G2414.~~54~~.3 Copper or copper-alloy tubing. Copper tubing shall comply with standard Type K or L of ASTM B 88 or ASTM B 280. Copper and brass tubing shall not be utilized to distribute natural gas nor shall it be utilized to distribute any other fuel gas within a building or structure.

Sec. G2417.4.1 Amend to read as follows:

Sec. G2417.4.1 Test pressure. The test pressure to be used shall not be less than ten (10) PSI, irrespective of design pressure. For welded piping the test pressure shall not be less than sixty (60) PSI.

Sec. P2503.5.1 Amend to read as follows:

Sec. P2503.5.1 Rough plumbing. DWV systems shall be inspected on completion of the rough piping installation by visual inspection of the drainage system in its entirety or in sections after rough-in piping has been installed.

Sec. P2603.5 Amend to read as follows:

Sec. P2603.5 Water, soil or waste pipe shall not be installed outside of a building, in exterior walls, in attics or crawl spaces, or in any other place subjected to freezing temperatures, unless adequately provision is made to protect it from freezing by insulation, heat, or both. Water service pipe shall be installed at not less than 42 inches (1066.8 mm) below grade.

Sec. P2603.5.1 Amend to read as follows:

Sec. P2603.5.1 Building sewers shall be a minimum of 12 inches (304.8 mm) below grade.

Sec. P2902.5.3 Amend to read as follows:

Sec. P2902.5.3 Lawn irrigation systems. The potable water supply to lawn irrigation systems shall be protected against backflow by a device approved by the City of Independence Water Engineering Division, and the details provided in Section 13 of the City of Independence Water Department's guide "Water Service Line and Backflow Prevention Standards".

Sec. P2904 Dwelling Unit Fire Sprinkler Systems. Delete.

Sec. P3008 Backwater Valves. Delete.

Sec. E3601.2 Amend to read as follows:

Sec. E3601.2 Number of services. One- and two-family dwellings shall be supplied by only one service. No additional utility meters or service connections shall be permitted for any non-conforming residential structure in any zoning district.

Sec. E3601.6.2 Amend to read as follows:

Sec. E3601.6.2 Service disconnect location. The service disconnecting means shall be installed at a readily accessible location either outside of a building or inside nearest the point of entrance of the service conductors. When service conductors are more than 10 feet in length from the point of entry to the service panel, a separate means of disconnect shall be installed at the service

cable entrance to the building or structure. Service disconnecting means shall not be installed in bathrooms. Each occupant shall have access to the disconnect serving the dwelling unit in which they reside.”

SECTION 3. That it is the intent of the Council that the latter passed code shall prevail and that the stricter language shall control in any conflicts between the provisions of any codes adopted by the City except where the Council has adopted specific exceptions or amendments to any code in which case the latter passed specific amendment shall prevail.

SECTION 4. That the effective date of this ordinance shall be January 1, 2025, and the previously adopted Building Code shall remain in effect until that date.

SECTION 5. That Ordinance No. 18973 and all other ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 6. That all other parts and provisions of Article 13 of Chapter 4 not amended or repealed herein shall remain in full force and effect.

SECTION 7. That correction of any scriveners errors identified within Article 13 of this Chapter are hereby authorized by this ordinance.

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

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

ATTEST:

City Clerk

APPROVED AS TO FORM AND LEGALITY:

City Counselor

REVIEWED BY:

City Manager

NOTE: Text being eliminated by this ordinance is bolded and lined through and text being added by this ordinance is bolded and underscored.

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

24-118 **1R** An ordinance amending Article 14, “Fuel Gas Code,” of Chapter 4 of the Independence City Code and adopting the 2024 Edition of the International Fuel Gas Code and making other necessary revisions. **1R**

Recommendations:

Staff recommends approval of this item.

Background:

The 2024 International Fuel Gas Code (IFGC) is a comprehensive building code that establishes minimum regulations for building systems using prescriptive and performance related provisions. It is founded on broad base principles that make possible the use of new materials and new building designs. The International Fuel Gas Code is kept up to date through the review of proposed changes submitted by code officials, industry representatives, design professionals, and other interested parties. The building industry builds to the conformance of the International Fuel Gas Code. This 2024 Edition is fully compatible with all the International Codes, published by the International Code Council. Adoption of this code will adhere to Insurance Services Organization (ISO) requirements.

Updated editions of the IFGC are published on a three (3) year cycle. The City of Independence is currently using the 2018 International Fuel Gas Code. The 2024 IFGC is the latest version of the code.

There are no significant changes to this code, other than a few housekeeping items based on our geographical location.

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

Department / Contact	Community Development /
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REVIEWERS

Tom Scannell
Jeremy Cover
Zachary Walker
Susanne Holland

ATTACHMENTS:

1. IFGC Fuel Gas Code Amendments Draft Ordinance

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE AMENDING ARTICLE 14, “FUEL GAS CODE,” OF CHAPTER 4 OF THE INDEPENDENCE CITY CODE AND ADOPTING THE 2024 EDITION OF THE INTERNATIONAL FUEL GAS CODE AND MAKING OTHER NECESSARY REVISIONS.

WHEREAS, The City Council of the City of Independence, Missouri desires to adopt the 2024 Edition of the International Fuel Gas Code, now that copies have been on file with the City Clerk for ninety (90) days as required by R.S.Mo.67.280, and make other necessary revisions to Article 14 of Chapter 4;

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

SECTION 1. That Section 4.14.001, “International Fuel Gas Code”, of the Independence City Code, be and is hereby amended, to read as follows:

“SEC. 4.14.001. Adopting ~~on~~ of International Fuel Gas Code;

The International Fuel Gas Code, 20~~18~~²⁴ Edition, as published by the International Code Council, is hereby adopted as the Fuel Gas Code of the City of Independence, Missouri, for the fuel gas installations and construction in new, existing buildings, change of occupancy, additions and relocation of existing buildings, including historic buildings, as herein provided, except such portions as are hereinafter deleted, modified or amended by this Article of the City Code.”

SECTION 2. That Section 4.14.002, “Additions, Insertions, Deletions, and Changes”, of the Independence City Code, be and is hereby amended, to read as follows:

“SEC. 4.14.002. Additions, insertions, deletions, and changes.

The following numbered subsections and provisions of the approved edition of the International Fuel Gas Code, adopted by Section 4.14.001, are hereby amended to read as follows:

Sec. 403.4.3 Copper and copper alloy. Delete

Sec. 403.4.4 Aluminum. Delete

~~Sec. 403.5.1 Steel tubing. Delete~~

~~Sec. 403.5.3 Copper and copper alloy tubing. Delete~~

~~Sec. 403.5.4 Aluminum tubing. Delete~~

Section 406.1.2 – Amend to read as follows:

Sec. 406.1.2 Repairs and additions. In the event repairs or additions are made after the pressure test, the affected piping shall be tested, regardless of the size of the repair or addition.”

SECTION 3. That it is the intent of the Council that the latter passed code shall prevail and that the stricter language shall control in any conflicts between the provisions of any codes adopted by the City except where the Council has adopted specific exceptions or amendments to any code in which case the latter passed specific amendment shall prevail.

SECTION 4. That the effective date of this ordinance shall be January 1, 2025 and the previously adopted Fuel Gas Code shall remain in effect until that date.

SECTION 5. That Ordinance No. 18970 and all other ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 6. That all other parts and provisions of Article 14 of Chapter 4 not amended or repealed herein shall remain in full force and effect.

SECTION 7. That correction of any scriveners’ errors identified within Article 14 of this Chapter are hereby authorized by this ordinance.

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

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

ATTEST:

City Clerk

APPROVED AS TO FORM AND LEGALITY:

City Counselor

REVIEWED BY:

City Manager

NOTE: Text being eliminated by this ordinance is bolded and lined through and text being added by this ordinance is bolded and underscored.

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

24-119 **1R** An ordinance adding Article 17, “Energy Conservation Code – Commercial Provisions,” of Chapter 4 of the Independence City Code and adopting the 2024 Edition of the International Energy Conservation Code and making other necessary revisions. **1R**

Recommendations:

Staff recommends approval of this item.

Background:

The 2024 International Energy Conservation Code (IECC) is a comprehensive building code that establishes minimum regulations for building systems using prescriptive and performance-related provisions. It is founded on broad base principles that make possible the use of new materials and new building designs. The International Energy Conservation Code is kept up to date through the review of proposed changes submitted by code officials, industry representatives, design professionals, and other interested parties. The building industry builds to the conformance of the International Energy Conservation Code, as adopted by the local jurisdictions. This 2024 Edition is fully compatible with all the International Codes, published by the International Code Council. Adoption of this code will adhere to Insurance Services Organization (ISO) requirements.

Updated editions of the IECC are published on a three (3) year cycle. The City of Independence is not currently using a version of the IECC. The 2024 IBC is the latest version of the code.

The 2018 International Building Code (IBC) incorporated energy code provisions, but those provisions were significantly pared down to meet the community's needs. The 2024 IBC removed the energy code provisions and incorporated these regulations into the International Energy Conservation Code. By adopting the IECC - Commercial Provisions, the City is again significantly paring down the regulations to meet the community's needs.

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

**Department /
Contact**

Community Development /

REVIEWERS

Tom Scannell
Jeremy Cover
Zachary Walker
Susanne Holland

ATTACHMENTS:

1. IECC Energy Conservation Code Amendments Draft Ordinance

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE ADDING ARTICLE 17, “ENERGY CONSERVATION CODE – COMMERCIAL PROVISIONS,” OF CHAPTER 4 OF THE INDEPENDENCE CITY CODE AND ADOPTING THE 2024 EDITION OF THE INTERNATIONAL ENERGY CONSERVATION CODE AND MAKING OTHER NECESSARY REVISIONS.

WHEREAS, The City Council of the City of Independence, Missouri desires to adopt the 2024 Edition of the International Energy Conservation Code – Commercial Provisions now that copies have been on file with the City Clerk for ninety (90) days as required by R.S.Mo.67.280, and make other necessary revisions to Article 17 of Chapter 4;

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

SECTION 1. That Section 4.17.001, “Energy Conservation Code – Commercial Provisions”, of the Independence City Code, be and is hereby added, to read as follows:

“SEC. 4.17.001. Adoption of International Energy Conservation Code – Commercial Provisions.

The International Energy Conservation Code, 2024 Edition, as published by the International Code Council, is hereby adopted as the Energy Conservation Code of the City of Independence, Missouri to establish minimum regulations for commercial building systems using prescriptive and performance related provisions, as herein provided, except such portions as are hereinafter deleted, modified or amended by this Article of the City Code.”

SECTION 2. That Section 4.17.002, of the “Energy Conservation Code – Commercial Provisions”, of the Independence City Code, be and is hereby added, to read as follows:

“SEC. 4.17.002. Additions, insertions, deletions, and changes.

The following numbered subsections and provisions of the approved edition of the Energy Conservation Code – Commercial Provisions, adopted by Section 4.17.001, are hereby amended as follows:

Sec. C301.1 amend to read as follows:

C301.1 – Climate Zone – Missouri – 4a – Jackson

Chapter 4 – Commercial Energy Efficiency – Delete

Section C502 – Existing Buildings – Additions – Delete

Section C503 – Existing Buildings – Alterations – Delete

Section C504 – Existing Buildings – Repairs - Delete

C505.1 – Amend to read as follows:

C505.1 General. Spaces undergoing a change in occupancy from Group F, H, S or U occupancy classification shall comply with Section C503. Buildings or portions of buildings undergoing a change of occupancy without alterations shall comply with the adopted sections of this code.

C505.1.1 amend to read as follows:

C505.1.1 Alterations and change of occupancy. Alterations made concurrently with any change of occupancy shall be in accordance with the adopted sections of this code.

Chapter 6 – Referenced Standards – Delete”

SECTION 3. That it is the intent of the Council that the latter passed code shall prevail and that the stricter language shall control in any conflicts between the provisions of any codes adopted by the City except where the Council has adopted specific exceptions or amendments to any code in which case the latter passed specific amendment shall prevail.

SECTION 4. That the effective date of this ordinance shall be January 1, 2025.

SECTION 5. That correction of any scriveners’ errors identified within Article 17 of this Chapter are hereby authorized by this ordinance.

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

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

ATTEST:

City Clerk

APPROVED AS TO FORM AND LEGALITY:

City Counselor

REVIEWED BY:

City Manager

NOTE: Text being eliminated by this ordinance is bolded and lined through and text being added by this ordinance is bolded and underscored.

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

24-120 **1R** An ordinance amending Chapter 9, "Fire Code," of the Independence City Code and adopting the 2024 Edition of the International Fire Code and making other necessary revisions. **1R**

Recommendations:

Staff recommends approval of this item.

Background:

The 2024 International Fire Code (IFC) is a comprehensive building code that establishes minimum regulations for building systems using prescriptive and performance related provisions. It is founded on broad base principles that make possible the use of new materials and new building designs. The International Fire Code is kept up to date through the review of proposed changes submitted by code officials, industry representatives, design professionals, and other interested parties. The building industry builds to the conformance of the International Fire Code. This 2024 Edition is fully compatible with all the International Codes, published by the International Code Council. Adoption of this code will adhere to Insurance Services Organization (ISO) requirements.

Updated editions of the IFC are published on a three (3) year cycle. The City of Independence is currently using the 2018 International Fire Code. The 2024 IFC is the latest version of the code. Changes are related mainly to fire sprinkler sections of the code.

Changes to the Fire Code for 2024:

- "B" or business occupancies that are for long term living or ambulatory care now require sprinkler systems throughout. (this is a code change by the International Code Council)
- Occupancy type F-1 (storage, auto repair, etc.) will require sprinkler systems for any business that produces and stores distilled spirits. (prior it was based on the percentage of alcohol being produced) (this is a code change from the International Code Council)
- "M" or Mercantile occupancies- This change leaves the square footage requirements for mercantile occupancies that need sprinklering but adds that if the building contains any areas for charging, working on, or storage of lithium-ion batteries, a sprinkler system must be installed in that area. (this is a change by the International Code Council)
- "R" or Residential occupancies were previously amended to not require sprinklering. The Fire Department has requested we remove that ordinance being struck, and re-institute the sprinklering of residential buildings labeled as R1, R2, R3, and R4. This does not affect single-family homes or duplexes. It would affect residential multifamily, residential care facilities with over 5 persons in care, hotels, apartment houses, and motels. (this is a change proposed by the Fire Department)

Emergency Justification:

Fiscal Impact:

Council Action:

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

REVIEWERS

Tom Scannell
Jeremy Cover
Zachary Walker
Susanne Holland

ATTACHMENTS:

1. IFC Fire Code Amendments Draft Ordinance

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 9, "FIRE CODE," OF THE
INDEPENDENCE CITY CODE AND ADOPTING THE 2024 EDITION OF THE
INTERNATIONAL FIRE CODE AND MAKING OTHER NECESSARY REVISIONS.

WHEREAS, The City Council of the City of Independence, Missouri desires to adopt the 2024 Edition of the International Fire Code now that copies have been on file with the City Clerk for ninety (90) days as required by R.S.Mo.67.280, and make other necessary revisions to Article 1 of Chapter 9;

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

SECTION 1. That Section 9.01.001, "Adoption of International Fire Code", of the Independence City Code, be and is hereby amended, to read as follows:

"SEC. 9.01.001. Adoption of the International Fire Code.

The International Fire Code, 2018~~24~~ Edition, as published by the International Code Council, is hereby adopted as the Fire Code of the City of Independence, Missouri, as herein provided, except such portions as are hereinafter deleted, modified or amended by this Article of the City Code."

SECTION 2. That Section 9.01.002 of the "Fire Code", of the Independence City Code, be and is hereby amended, to read as follows:

"SEC. 9.01.002. ~~Amendments made in the International Fire Code~~ Additions, insertions, deletions, and changes.

The current edition of the International Fire Code adopted by Section 9.01.001 of this chapter is amended to read as follows:

~~Section 105.6.14 Amend to read as follows:~~

~~Sec. 105.6.14 Explosives.~~

~~A. An operational permit is required for the manufacture, storage, handling, sale or use of any quantity of explosives, explosive material, fireworks, or pyrotechnic special effects within the scope of all applicable Chapters.~~

~~Exemption: Storage in Group R-3 occupancies of smokeless propellant, black powder and small arms primers for personal use, not for resale and in accordance with Section 5606.~~

~~B. The fee for a permit to conduct a public fireworks exhibition shall be set forth in the City's Schedule of Fees.~~

~~Section 108.3.1 Add to read as follows:~~

~~Sec. 108.3.1 Inspection, testing and maintenance recordkeeping. When required inspection, testing or maintenance occurs on any existing fire protection systems, applicable documentation shall be submitted to the fire code official through an approved third party inspection reporting system. Reporting parties shall pay any fees associated with that service to the City's third party provider.~~

~~The following appendices shall be deleted as part of the City Code as noted; however, the Fire Department shall use it as reference material:~~

~~Appendix E—Hazard Categories. Delete.~~

~~Appendix F—Hazard Ranking. Delete.~~

~~Appendix G—Cryogenic Fluids—Weight and Volume Equivalents. Delete.~~

~~Appendix H—Hazardous Materials Management Plan and Hazardous Materials Inventory Statement Instructions. Delete.~~

~~Appendix I—Fire Protection Systems—Noncompliant Conditions. Delete.~~

~~Appendix J—Building Information Sign. Delete.~~

~~Appendix K—Construction Requirements for Existing Ambulatory Care Facilities. Delete.~~

~~Appendix L—Requirements for Fire Fighter Air Replenishment Systems. Delete.~~

~~Appendix M—High Rise Buildings—Retroactive Automatic Sprinkler Requirement. Delete.~~

~~Appendix N—Indoor Trade Shows and Exhibitions. Delete.~~

Sec. 307.1.1. Amend to read as follows:

Sec. 307.1.1 Open burning restrictions.

A. No person shall allow, or permit the open burning of household refuse; leaves, trees, grass, or other vegetation; or any waste generated by a business, trade, industry, salvage or demolition operation except as provided below:

1. Controlled burning may be permitted on land zoned and used for agricultural purposes that is at least two hundred yards from any occupied structure, provided that a permit is obtained from the Fire Department.
2. Open cooking fires are allowed within approved containers, or enclosures. Fuel for cooking fires shall be limited to natural gas, propane, charcoal or natural wood which has not been treated or painted.
3. Outdoor recreational or ceremonial open burning is allowed, provided that a permit is obtained from the Fire Department.

B. The Fire Chief may prohibit issuance of any or all burning permits, or suspend previously issued permits, when atmospheric conditions or circumstances render such fires hazardous.

C. Open burning will be strictly enforced by issuance of a general ordinance summons resulting in fines during periods of burn bans as designated by the Fire Chief.

~~{Sections 307.4 and 307.4.2 Amend to read as follows:}~~

Sec. 307.4 Location. The location for open burning shall be not less than 50 feet (15,240 mm) from any structure, and provisions shall be made to prevent the fire from spreading to within 50 feet (15,240 mm) of any structure.

Section 307.4.2 Amend to read as follows:

Sec. 307.4.2 Recreational and open cooking fires. Recreational fires shall not be conducted within 50 feet (15,240 mm) of a structure or combustible material. Conditions that could cause a fire to spread within 50 feet (15,240 mm) shall be eliminated prior to ignition.

- a. The burn must be contained within an approved fire ring, container or pit.
- b. The pile size is limited to 2 feet (610 mm) or less in diameter and 2 feet (610 mm) or less in height.

Sec. 503.3. Marking. Delete

{Sections 912.4 and ~~9.12.5~~ Amend to read as follows:}

Sec. 912.4. Access. Immediate access to fire department connections shall be maintained at all times and without obstruction by fences, bushes, trees, walls or any other fixed or moveable object. Access to fire department connections shall be approved by the fire code official.

Exception: Fences, where provided with an access gate equipped with a sign complying with the legend requirements of Section 912.5 and a means of emergency operation. The gate and the means of emergency operation shall be approved by the fire code official and maintained operational at all times.

- a. In the event the area immediately in front of the connection is not in a designated Fire Lane, the area shall be protected from encroachment by marking the paved surface with a painted box twenty feet (20') by twenty feet (20') square consisting of four inch (4") red lines around the perimeter, four inch (4") red stripes diagonally painted ten inches (10") apart, and the words "FIRE DEPARTMENT CONNECTION. DO NOT BLOCK. NO PARKING." Painted in four inch (4") white block letters centered within the box.
- b. It shall be unlawful for any person to place or for the owner of the property to fail to remove any structure or obstruction, other than the required identification sign, within 6 feet (6') of a connection.

Section 9.12.5 Amend to read as follows:

Sec. 912.5. Signs. A metal sign with raised letters not less than 1 inch (25 mm) in size shall be mounted on all fire department connections serving automatic sprinklers, standpipes or fire pump connections. Such signs shall read: AUTOMATIC SPRINKLERS OR STANDPIPES OR TEST CONNECTION or a combination thereof as applicable. Where the fire department connection does not serve the entire building, a sign shall be provided indicating the portions of the building served.

- a. Signs shall be fourteen inches (14") wide by ten inches (10") in height, white in color, and have printed thereon in one inch (1") red block letters the type of connection and the name of the building or business served by the connection.
- b. Signs shall be posted on the building directly over the connection, or if the connection is not on the building, on a standard sign post such that the bottom of the sign is four feet (4') from the ground.
- c. Alternative signage type and location may be approved in writing at the sole discretion of the Fire Chief.

Section 903.2.1.1 Amend to read as follows:

Group A-1. An automatic sprinkler system shall be provided throughout stories containing Group A-1 occupancies and throughout all stories from the Group A-1 occupancy to and including the levels of exit discharge serving that occupancy where one of the following conditions exists:

- 1. The fire area exceeds 12,000 square feet (1115 m2).**
- 2. The fire area has an occupant load of 300 or more.**
- 3. The fire area is located on a floor other than a level of exit discharge serving such occupancies.**
- 4. The fire area contains a multitheater complex.**
- 5. As an alternative to installation of an automatic sprinkler system in buildings which exceed 5,000 square feet but are less than 15,000 square feet, fire walls may be used provided that no more than three areas are created within the building by the fire walls, and the number of square feet in each such area does not exceed 5,000 square feet.**

Sec 903.2.8 Amend as follows:

Sec 903.2.8 Group R. An automatic sprinkler system shall be provided throughout all buildings with a Group R fire area where more than two stories in height, including basements, or where having more than 16 dwelling units, or containing more than 5,000 square feet.

Section 5601.1.3 Amend to read as follows:

Sec. 5601.1.3 Fireworks. The possession, manufacture, storage, sale, handling and use of fireworks are prohibited within the City, except as follows:

- 1. Except as authorized below for the storage and handling of certain Division 1.4G fireworks, the storage and handling of fireworks shall be permitted only in compliance with Section 5604.**
- 2. The manufacture, assembly and testing of fireworks shall be permitted only in compliance with Section 5605.**

Section 5601.2.3 Amend to read as follows:

Sec. 5601.2.3. Explosive, Explosive Materials and Blasting Agents Permits

A. A permit for the use of explosives or blasting agents as required by Section 5601.2 of this International Fire Code, shall be obtained from the ~~Public Works~~ Municipal Services

Department for each location where such use of explosive or blasting is to take place.

B. Application for a permit to use explosive or blasting agents shall be made on forms obtained from the Department of ~~Public Works~~ Municipal Services.

C. The ~~Public Works~~ Municipal Services Department is hereby authorized to require every applicant to furnish all information deemed necessary for the safeguarding of life and property from the hazards of blasting in accordance with NFPA Standard 495, Chapter 2, and the ~~Public Works~~ Municipal Services Department shall furnish the Fire Department of the City with a copy of such information obtained from such applicant that demonstrates the applicant has had adequate training and experience in the use of explosive materials in the class authorized by the permit applied for.

D. Before any permit as required by this International Fire Code is issued for the use of explosives or blasting agents, every applicant shall procure public liability insurance with the following coverage:

- (1) For bodily injury to or death of any one person in the amount of Three Hundred Thousand Dollars.
- (2) For any one accident in the amount of Three Hundred Thousand Dollars.
- (3) For damage to the property of another person in the amount of not less than One Hundred Thousand Dollars for any one accident.
- (4) One Million Dollar limit in umbrella excess liability if work is to be done in a fully developed area.

E. The applicant shall file with the ~~Public Works~~ **Municipal Services** Department a certificate of insurance issued by the insurance carrier concerned to evidence compliance with the public liability insurance requirements.

Section 5601.2.4 is amended to read as follows:

Sec. 5601.2.4 Financial responsibility. Before a permit is issued, as required by Section 5601.2, the applicant shall file with the jurisdiction a corporate surety bond in the principal sum of \$2,000,000 or a public liability insurance policy for the same amount, for the purpose of the payment of all damages to persons or property which arise from, or are caused by, the conduct of any act authorized by the permit upon which any judicial judgment results. The fire code official is authorized to specify a greater or lesser amount when, in his or her opinion, conditions at the location of use indicate a greater or lesser amount is required. Government entities shall be exempt from this bond requirement.

Sec. 5601.2.4.2. Amend to read as follows:

Sec. 5601.2.4.2 Fireworks Display. The permittee shall furnish comprehensive general liability insurance in the amount of One Million Dollars (\$1,000,000.00) to cover payment of all damages which may be caused either to a person or persons or to property by reason of the permitted display and arising from any acts of the permittee, or any agents, employees or subcontractors. At the discretion of the Fire Chief, a bond in the same amount, issued by a person qualified to write bonds in the State of Missouri, may be substituted for the insurance required herein. The permit holder shall furnish a bond or certificate of insurance in an amount deemed adequate by the fire official for the payment of all potential damages to a person or persons or to property by reason of the permitted display, and arising from any acts of the permit holder, the agent, employees or subcontractors. Licensing of the pyrotechnic operator shall be in accordance with other State and Federal requirements.

Sec. 5704.2.9 amend to read as follows:

Sec. 5704.2.9 Above-ground tanks. Above-ground storage of flammable and combustible liquids in tanks/CONTAINERS shall comply with Section 5704.2 and Sections 5704.2.9.1 through 5704.2.10.5. Above-ground storage tanks shall not be located in areas zoned residential.

Exception:

1. Above-ground storage tanks used at construction sites that meet the requirements of 5706.2.

~~{Section 5704.6.1}~~ **5704.2.9.6.1** Amend to read as follows:}

Sec. ~~5704.6.1~~ 5704.2.9.6.1 Locations where above-ground tanks are prohibited. Storage of Class I and Class II liquids in above-ground tanks outside of building is prohibited within the limits established by law as the limits of districts in which such storage is prohibited. Above-ground storage tanks shall not be located in areas zoned residential.

Exception:

1. Above-ground storage tanks used at construction sites that meet the requirements of 5706.2.

Sec. D103.6 Amend to add:

Sec. D103.6.3 Curbs. The curb or specific area designated by the fire chief, or designee, shall be painted medium red from the bottom curvature of the curb where it blends with the driving surface to the point at the top where the curb blends with the sidewalk for the entire length of the curb. In the absence of curbs or sidewalks, an area specified by the fire chief, or designee, shall consist of a ten inch (10”) wide medium red painted stripe.

Sec. D107.1. Amend to read as follows:

Sec. D107.1 One- or two-family dwelling residential developments. Developments of one- or two-family dwellings where the number of dwelling units exceeds 100 shall be provided with separate and approved fire apparatus access roads **and shall meet the requirements of Section D104.3.**

Exceptions:

1. Where there are 100 or fewer dwelling units on a single public or private access way and all dwelling units are protected by approved residential sprinkler systems, access from two directions shall not be required.
2. The number of dwelling units on a single fire apparatus access road shall not be increased unless fire apparatus access roads will connect with future development, as determined by the code official.”

SECTION 3. That it is the intent of the Council that the latter passed code shall prevail and that the stricter language shall control in any conflicts between the provisions of any codes adopted by the City except where the Council has adopted specific exceptions or amendments to any code in which case the latter passed specific amendment shall prevail.

SECTION 4. That the effective date of this ordinance shall be January 1, 2025 and the previously adopted Fire Code shall remain in effect until that date.

SECTION 5. That Ordinance No. 18969 and all other ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 6. That all other parts and provisions of Article 1 of Chapter 9 not amended or repealed herein shall remain in full force and effect.

SECTION 7. That correction of any scriveners' errors identified within Article 1 of this Chapter are hereby authorized by this ordinance.

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

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

ATTEST:

City Clerk

APPROVED AS TO FORM AND LEGALITY:

City Counselor

REVIEWED BY:

City Manager

NOTE: Text being eliminated by this ordinance is bolded and lined through and text being added by this ordinance is bolded and underscored.

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

24-121 **1R** An ordinance approving a rezoning from District C-2 (General Commercial) and District R-12 (Two-Family Residential) to District R-6 (Single-Family Residential) and R-12 (Two-Family Residential) for the properties along 18th Street and Ash Avenue in Independence, Missouri. **1R**

Recommendations:

Commissioner O'Neill made a motion to recommend approval of the rezoning for 10120, 10124, 10125, 10200, 10201, 10202, and 10205 10321, 10323, 10325 and 10327 E. 18th Street S., and 1802 and 1803 S. Ash Avenue. A second to the motion was made by Commissioner Torres. The Independence Planning Commission voted as follows:

Commissioner Nesbitt – Yes

Commissioner Ferguson – Yes

Commissioner Ashbaugh – Yes

Commissioner Wiley – Yes

Commissioner O'Neill – Yes

Commissioner Torres – Yes

Commissioner Young – Yes

The motion passed and such application is forwarded to the City Council for its consideration. Staff recommends approval of this application.

Background:

A request by the City of Independence to rezone the properties at 10120, 10124, 10125, 10200, 10201, 10202, and 10205 E. 18th Street S. and 1802 S. Ash Avenue from C-2 (General Commercial) to R-6 (Single-Family Residential); to rezone the properties at 10321, 10323, 10325 and 10327 E. 18th Street S. from C-2 (General Commercial) to R-12 (Two-Family Residential); and to rezone the property at 1803 S. Ash Avenue from C-2 (General Commercial) and R-12 (Two-Family Residential) to R-6 (Single-Family Residential).

PROPERTY HISTORIES:

The properties included in this application for a rezoning were platted as part of two separate subdivisions—"Continuation of Maywood" (1887) that encompasses the lots north of 18th St and "South Maywood" (1922) that encompasses the lots south of 18th S. Lots 12 and 13 of "Continuation of Maywood" were replatted in 1904 as part of "Winn's Maywood Resurvey." This area would be annexed by Independence in 1948. Prior to the annexation of these two subdivisions, much of this area had already been developed with single-family houses.

At the time Independence adopted its Zoning District Map (Ordinance No. 1132) in 1965, the

properties part of this application that lie to the south of 18th St were designated C-2 (General Commercial) and the properties north of 18th St were designated C-3 (Commercial). In 1980, when Independence updated its Zoning District Map (Ordinance No. 6078), these properties were designated C-2 (General Commercial). The City adopted its Unified Development Ordinance (Ordinance No. 17339) in 2009, and these properties retained a C-2 (General Commercial) zoning classification. Since the City's adoption of its Zoning Ordinance, these properties have remained in a commercial zoning district.

PROPOSAL:

The City seeks to rezone properties part of this application to R-6 and R-12 to better conform with the existing land use and character of the surrounding neighborhood.

PHYSICAL CHARACTERISTICS OF PROPERTIES:

Residences in this existing commercial zoning district vary in age from 1910 to 1960--the existing single-family homes having been built by 1930. The single-family homes in this district are of similar size, age, and design. There are two duplexes east of the Kansas City Southern Railway that Jackson County property records indicate were constructed in 1961.

There is one commercial property in this zoning district located at 10211 E 18th St (South Maywood, Lot 98). Real estate records indicate this structure was built in 1935. This property is not part of this application for a rezoning, as the structure is commercial in character and design.

CHARACTERISTICS OF THE AREA:

This commercial zoning district runs along 18th St S about two blocks, bound generally by Maywood Ave on the west and Hardy Ave to the east. It is bisected by the Kansas City Southern Railway. The surrounding homes in this area are of similar size, age, and design.

Consistency with *Independence for All*, Strategic Plan:

This proposal conforms with Independence for All, Strategic Plan's objective, "Stabilize and revitalize neighborhoods." Rezoning these properties will ensure they remain residential in use.

Comprehensive Plan Guiding Land Use Principles for the Current Designation:

Imagine Independence Comprehensive Plan 2040 envisions the area west of the Kansas City Southern Railway to be designated for Residential Established Neighborhoods, while east of the railway is designated for Residential Urban Neighborhoods.

Construction of this neighborhood predominantly took place in the first half of the twentieth century. Rezoning these properties retains the historic character the neighborhood by aligning their land use with their current use. This rezoning supports the preservation and protection of this historic area.

Maintaining a commercial zoning classification for the property located at 10211 E 18th St S (South Maywood, Lot 98) maintains the unique and vibrant character of this area and promotes growth of small entrepreneurs.

Sub-Area Plans:

These properties are not located within any sub-area plan.

Zoning:

The R-6 (Single-Family Residential) zoning classification allows single-family detached

structures, while R-12 (Two-Family Residential) allows for two-family attached structures.

Historic and Archeological Sites:

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

Public Utilities:

All utilities are already in place.

Floodplain/Stream Buffer:

A first order stream runs west along this section of 18th St and follows Maywood Ave to the south. This stream is part of the Rock Creek watershed—a tributary of the Missouri River.

Public Improvements:

No public improvements would be required.

CIP Investments:

Winner Rd Complete Streets is planned to begin in fiscal year 2024-2025 and end 2025-2026.

This project will improve both vehicular and non-motorized mobility for system users by connecting existing sidewalks, placing crosswalks and new pedestrian signals, and adding bike lanes to Winner Rd. from 24 Hwy to Hedges Avenue.

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

- 1. Conformance of the requested zoning with the Comprehensive Plan.***The Comprehensive Plan envisions Residential Neighborhood and Residential Urban uses for the area. The Tools and Policies to promote community identity state the need to, "Support the preservation and protection of historic areas and properties." Staff feels single-family residential zoning is appropriate given the development of this area throughout the first half of the twentieth century.*
- 2. Conformance of the requested zoning with any adopted neighborhood or sub-area plans in which the property is located or abuts.***The property is not within a sub-area plan area.*
- 3. The compatibility of the proposed zoning with the zoning and use of nearby property, including any overlay zoning.***There are nearby R-12 zoned, single-family homes to the west, south and east and an R-30/PUD zoned to the north.*
- 4. The compatibility of the proposed zoning and allowed uses with the character of the neighborhood.***The proposed R-6 and R-12 zoning is compatible with the area's existing housing stock.*
- 5. The suitability of the subject property for the uses to which it has been restricted under the existing zoning regulations.***The C-2 zoning is not compatible with existing housing stock and uses in the area.*
- 6. The length of time the subject property has remained vacant as zoned.***This is not applicable.*
- 7. The extent to which approving the rezoning will detrimentally affect nearby properties.***The rezoning should have no detrimental effect on area properties.*

8. The gain, if any, to the public health, safety, and welfare due to denial of the application, as compared to the hardship imposed upon the landowner, if any, as a result of denial of the application.

If rezoning is denied, the property owners and buyers may have trouble obtaining mortgages and making improvements. In addition, rezoning this area will reduce nonconformity, in accordance with City Code Article 8, Chapter 14.

Draft Planning Commission minutes are attached to this item.

Emergency Justification:

Fiscal Impact:

Council Action:

Department / Contact	Community Development /
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REVIEWERS

Tom Scannell
Jeremy Cover
Zachary Walker
Susanne Holland

ATTACHMENTS:

1. Draft Ordinance 24-100-17
2. Staff Report 24-100-17_Draft
3. Narrative
4. Application
5. Notification Letters External
6. Addresses External
7. Notification Letters Internal
8. Addresses Internal
9. Notification Area Map
10. Notification Affidavit External
11. Notification Affidavit Internal
12. Comp Plan Map
13. Zoning Map

14. Planning Commission Meeting Minutes 10-29-24

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE APPROVING A REZONING FROM DISTRICT C-2 (GENERAL COMMERCIAL) AND DISTRICT R-12 (TWO-FAMILY RESIDENTIAL) TO DISTRICT R-6 (SINGLE-FAMILY RESIDENTIAL) AND R-12 (TWO-FAMILY RESIDENTIAL) FOR THE PROPERTIES ALONG 18TH STREET AND ASH AVENUE IN INDEPENDENCE, MISSOURI.

WHEREAS, A request by the City of Independence to rezone the properties at 10120, 10124, 10125, 10200, 10201, 10202, and 10205 E. 18th Street S. and 1802 S. Ash Avenue from District C-2 (General Commercial) to District R-6 (Single-Family Residential); to rezone the properties at 10321, 10323, 10325 and 10327 E. 18th Street S. from District C-2 (General Commercial) to District R-12 (Two-Family Residential); and to rezone the property at 1803 S. Ash Avenue from District C-2 (General Commercial) and District R-12 (Two-Family Residential) to District R-6 (Single-Family Residential) was referred to the Planning Commission as required by the Unified Development Ordinance; and,

WHEREAS, the Unified Development Ordinance provides for the approval of a rezoning following public hearings by the Planning Commission and City Council; and,

WHEREAS, after due public notice in the manner prescribed by law, the Planning Commission held a public hearing for the consideration of the request on October 29, 2024, and rendered a report to the City Council recommending that the rezoning be approved by a vote of 7-0; and,

WHEREAS, after due public notice in the manner prescribed by law, the City Council held a public hearing and rendered a decision to approve the rezoning of the said property; and,

WHEREAS, in accordance with the Unified Development Ordinance, it was determined that the rezoning was consistent with the review criteria in Section 14-701-02; and,

WHEREAS, no legal protests were signed, acknowledged, and presented for the application.

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

SECTION 1. That the following legally described property is hereby rezoned from District C-2 (General Commercial) and District R-12 (Two-Family Residential) to District R-6 (Single-Family Residential) and shall be subject to the regulations of said district:

WINNS MAYWOOD RESURVEY---E 40' OF W 60' OF LOT 13;

WINNS MAYWOOD RESURVEY---E 40' OF LOT 13

WINNS MAYWOOD RESURVEY---W 80' OF LOT 14

WINNS MAYWOOD RESURVEY---ALL (EX W 80') OF LOT 14

SOUTH MAYWOOD; LOT 154

SOUTH MAYWOOD; LOT 100

SOUTH MAYWOOD; LOT 99

SOUTH MAYWOOD; LOT 97

SOUTH MAYWOOD; PT LOTS 32 & 33 DAF: BEG NE COR LOT 32 TH NWLY 130.24' TO NW; COR LOT 33 TH S ALG W LI 119.38' TH E 115' MOL TO E LI LOT; 32 TH N 47.3' TO POB

SECTION 2. That the following legally described property is hereby rezoned from District C-2 (General Commercial) to District R-12 (Two-Family Residential) and shall be subject to the regulations of said district:

SOUTH MAYWOOD; PT LOT 34 DAF: BEG PT ON N LI LOT LY 57.3' W OF NE COR TH S; TO N LI ROW CHICAGO & ALTON RR TH NW ALG ROW TO NW COR TH E; 146.7' TO POB

SOUTH MAYWOOD; PT LOT 34 DAF: BEG NE COR TH W ALG N LI LOT 57.3' TH S TO PT; ON N ROW I CHICAGO & ALTON RR TH SELY ALG ROW LI TO SE COR; LOT TH N ALG E LI LOT 125' TO POB

SECTION 3. Nonseverability. All provisions of this ordinance are so essentially, and inseparable connected with, and so dependent upon, each other that no such provision would be enacted without all others. If a court of competent jurisdiction enters a final judgement on the merits that is not subject to appeal and that declares any provision or part of this ordinance void, unconstitutional, or unenforceable, then this ordinance, in its collective entirety, is invalid and shall have no legal effect as of the date of such judgement.

SECTION 4. Scrivener's Errors. Typographical errors and other matters of a similar nature that do not affect the intent of this ordinance, as determined by the City Clerk and City Counselor, may be corrected with the endorsement of the City Manager without the need to come before City Council.

SECTION 5. That failure to comply with all the provisions contained in this ordinance shall constitute violations of both this ordinance and Chapter 14, the Unified Development Ordinance, of the Code of the City of Independence, Missouri.

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

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

ATTEST:

City Clerk

APPROVED AS TO FORM AND LEGALITY:

City Counselor

REVIEWED BY:

City Manager

MEETING DATE: October 29, 2024

STAFF: Gabriel Glaser, Planner

PROJECT NAME: 18th Street Rezoning

CASE NUMBER/REQUEST: **Case 24-100-17 – Rezoning – 18th Street** – A request by the City of Independence to rezone the properties at 10120, 10124, 10125, 10200, 10201, 10202, and 10205 E. 18th Street S. and 1802 S. Ash Avenue from C-2 (General Commercial) to R-6 (Single-Family Residential); 10321, 10323, 10325 and 10327 E. 18th Street S. from C-2 (General Commercial) to R-12 (Two-Family Residential); and 1803 S. Ash Avenue from C-2 (General Commercial) and R-12 (Two-Family Residential) to R-6 (Single-Family Residential).

APPLICANT: City of Independence

PROPERTY LOCATION: 10120, 10124, 10125, 10200, 10201, 10202, 10205, 10321, 10323, 10325 and 10327 E 18th St S; and 1800, and 1803 S Ash Ave

SURROUNDING ZONING/LAND USE:

North: R-30/PUD (High Density Residential) and R-12 (Two-Family Residential) / Multi-Family Complex and single-family houses
E/S/W: R-12 (Two-Family Residential) / Single-family houses

PUBLIC NOTICE:

- Letters to property owners – September 25, 2024
- Public Notice published in the Independence Examiner – October 12, 2024
- Signs posted on property – October 11, 2024

FURTHER ACTION:

Following action by the Planning Commission, this rezoning request is scheduled for first reading by the City Council on December 2, 2024 and the public hearing/second reading on December 16, 2024.

RECOMMENDATION

Staff recommends **APPROVAL** of this rezoning request.

PROJECT DESCRIPTION & BACKGROUND INFORMATION

PROJECT DESCRIPTION: A City rezoning for these properties from C-2 (General Commercial) to R-6 (Single-Family Residential) and R-12 (Two-Family Residential).

Current Zoning: C-2 (General Commercial)

Proposed Zoning: R-6 (Single-Family Residential) and
R-12 (Two-Family Residential)

Current Use: Single-Family Residential and Two-Family Residential

Continued Use: Single-Family Residential and Two-Family Residential

Zoning History:

The properties included in this application for a rezoning were platted as part of two separate subdivisions—"Continuation of Maywood" (1887) that encompasses the lots north of 18th St and "South Maywood" (1922) that encompasses the lots south of 18th S. Lots 12 and 13 of "Continuation of Maywood" were replatted in 1904 as part of "Winn's Maywood Resurvey." This area would be annexed by Independence in 1948. Prior to the annexation of these two subdivisions, much of this area would have already been developed with single-family houses.

At the time Independence adopted its Zoning District Map (Ordinance No. 1132) in 1965, the properties part of this application that lie to the south of 18th St were designated C-2 (General Commercial) and the properties north of 18th St were designated C-3 (Commercial). In 1980, when Independence updated its Zoning District Map (Ordinance No. 6078), these properties were designated C-2 (General Commercial). The City adopted its Unified Development Ordinance (Ordinance No. 17339) in 2009, and these properties retained a C-2 (General Commercial) zoning classification. Since the City's adoption of its Zoning Ordinance, these properties have remained in a commercial zoning district.

Proposal:

The City seeks to rezone properties part of this application to R-6 and R-12 to better conform with the existing land use and character of the surrounding neighborhood.

Physical Characteristics of Property:

Residences in this existing commercial zoning district vary in age from 1910 to 1960--the existing single-family homes having been built by 1930. The single-family homes in this district are of similar size, age, and design. There are two duplexes east of the Kansas City Southern Railway that Jackson County property records indicate were constructed in 1961.

There is one commercial property in this zoning district located at 10211 E 18th St (South Maywood, Lot 98). Real estate records indicate this structure was built in 1935. This property is not part of this application for a rezoning, as the structure is commercial in character and design.

Characteristics of the Area:

This commercial zoning district runs along 18th St S about two blocks, bound generally by Maywood Ave on the west and Hardy Ave to the east. It is bisected by the Kansas City Southern Railway. The surrounding homes in this area are of similar size, age, and design.

ANALYSIS

Consistency with *Independence for All*, Strategic Plan:

This proposal conforms with Independence for All, Strategic Plan's objective, "Stabilize and revitalize neighborhoods." Rezoning these properties will ensure they remain residential in use.

Comprehensive Plan Tools and Policies for the Current Designation:

Imagine Independence Comprehensive Plan 2040 envisions the area west of the Kansas City Southern Railway to be designated for Residential Established Neighborhoods, while east of the railway is designated for Residential Urban Neighborhoods.

Construction of this neighborhood predominantly took place in the first half of the twentieth century. Rezoning these properties retains the historic character the neighborhood by aligning their land use with their current use. This rezoning supports the preservation and protection of this historic area.

Maintaining a commercial zoning classification for the property located at 10211 E 18th St S (South Maywood, Lot 98) maintains the unique and vibrant character of this area and promotes growth of small entrepreneurs.

Sub-Area Plans:

These properties are not located within any sub-area plan.

Zoning:

The R-6 (Single-Family Residential) zoning classification allows single-family detached structures, while R-12 (Two-Family Residential) allows for two-family attached structures.

Historic and Archeological Sites:

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

Public Utilities:

All utilities are already in place.

Floodplain/Stream Buffer:

A first order stream runs west along this section of 18th St and follows Maywood Ave to the south. This stream is part of the Rock Creek watershed—a tributary of the Missouri River.

CIP Investments:

Winner Rd Complete Streets is planned to begin in fiscal year 2024-2025 and end 2025-2026. This project will improve both vehicular and non-motorized mobility for system users by connecting existing sidewalks, placing crosswalks and new pedestrian signals, and adding bike lanes to Winner Rd. from 24 Hwy to Hedges Avenue.

REVIEW CRITERIA

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

1. Conformance of the requested zoning with the Comprehensive Plan.

The Comprehensive Plan envisions Residential Neighborhood and Residential Urban uses for the area. The Tools and Policies to promote community identity state the need to, "Support the preservation and protection of historic areas and properties." Staff feels single-family residential zoning is appropriate given the development of this area throughout the first half of the twentieth century.

2. Conformance of the requested zoning with any adopted neighborhood or sub-area plans in which the property is located or abuts.

The property is not within a sub-area plan area.

3. **The compatibility of the proposed zoning with the zoning and use of nearby property, including any overlay zoning.**

There are nearby R-12 zoned, single-family homes to the west, south and east and an R-30/PUD zoned to the north.

4. **The compatibility of the proposed zoning and allowed uses with the character of the neighborhood.**

The proposed R-6 and R-12 zoning is compatible with the area's existing housing stock.

5. **The suitability of the subject property for the uses to which it has been restricted under the existing zoning regulations.**

The C-2 zoning is not compatible with existing housing stock and uses in the area.

6. **The length of time the subject property has remained vacant as zoned.**

This is not applicable.

7. **The extent to which approving the rezoning will detrimentally affect nearby properties.**

The rezoning should have no detrimental effect on area properties.

8. **The gain, if any, to the public health, safety, and welfare due to denial of the application, as compared to the hardship imposed upon the landowner, if any, as a result of denial of the application.**

*If rezoning is denied, the property owners and buyers may have trouble obtaining mortgages and making improvements. In addition, rezoning this area will reduce nonconformity, in accordance with City Code **Article 8, Chapter 14**.*

EXHIBITS

1. Narrative
2. Application
3. Notification Letter External
4. Address List External
5. Notification Letter Internal
6. Address List Internal
7. Notification Area Map
8. Affidavit External
9. Affidavit Internal
10. Comprehensive Plan map
11. Zoning map



October 16, 2024

City Initiated Rezoning – 18th St Corridor

In June of 2024, an application for rezoning was submitted to City Staff by an individual who purchased a single-family home located within a C-2 (General Commercial) zoning district. They submitted an application for a rezoning to utilize an existing single-family home in a C-2 (General Commercial) zoning district as their residence. At that time, Staff recognized an opportunity for a City-initiated rezoning and alleviate the responsibility to rezone from the property owner.

Staff propose a City-initiated rezoning of properties along E 18th St S. This proposed rezoning would reduce nonconformity that currently exists pursuant to City Code **Article 8. – Nonconformities and Enforcement**. In addition, rezoning properties along this corridor will benefit the property owners. Lastly, rezoning these properties will bring the land use classification in conformity with the current actual land use. Failing to rezone these properties may have negative impacts on the community in the future.

We hope that you will carefully consider an application for a rezoning of properties within this corridor.

Sincerely,

Application Type (check all that apply)

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

Project Information and Location

City Initiated Rezoning - 18th Street Corridor

Project Name

10120, 10124, 10125, 10200, 10201, 10202, 10205, 10321, and 10325 E 18th St S; 1800 and 1803 S Ash Ave

Project Address/Location

N/A	3.84	9	Yes
Sq. Ft. of Building	Acreage	Number of Lots/Tracts	Stream Buffer (Yes or No)
C-2 and R-12	R-6 and R-12	Single-Family; Two-Family	Single-Family; Two-Family
Existing Zoning	Proposed Zoning	Existing Land Use	Proposed Land Use

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

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

Applicant

City of Independence

Name	Company
111 E Maple Ave, Independence, Mo 64050	
Address	
(816)325-7109	CDPlanning@indepmo.org
Phone	Email

Architect/Engineer/Surveyor/Other: _____

Name	Company
Address	
Phone	Email

Owner

N/A

Name	Company
Address	
Phone	Email

Architect/Engineer/Surveyor/Other: _____

Name	Company
Address	
Phone	Email

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

Applicant's Signature _____ Date _____

Owner's Signature _____ Date _____



October 9, 2024

Dear Property Owner:

The City of Independence is proposing to change the zoning classification of several properties located along the E. 18th Street S. corridor between S. Cedar Avenue (on the west) and S. Hardy Avenue (on the east).

You are receiving this notification because your property has been identified as being within 185 feet of the subject properties for rezoning.

The zoning of the properties listed below is sought to be changed from C-2 (General Commercial) to R-6 (Single-Family Residential) and R-12 (Two-Family Residential) to better match the use/zoning of surrounding properties. A map illustrating the lots to be proposed to be rezoned is on the reverse side of this letter.

The properties subject to the rezoning include:

- **10120, 10124, 10125, 10200, 10201, 10202, and 10205E. 18th Street S. and 1802 S. Ash Avenue** from C-2 (General Commercial) to R-6 (Single-Family Residential);
- **10321, 10323, 10325 and 10327 E. 18th Street S.** from C-2 (General Commercial) to R-12 (Two-Family Residential); and
- **1803 S. Ash Avenue** from C-2 (General Commercial) and R-12 (Two-Family Residential) to R-6 (Single-Family Residential).

The lots shaded red on the map are presently zoned C-2 (General Commercial) and have been for many years. The City is proposing to change the zoning of most of the the lots to **R-6 (Single-Family Residential)**, a zoning classification that would allow 1 single-family home per lot; and two of the lots to **R-12 (Two-Family Residential)**, a zoning classification that would allow 1 single or two-family home per lot.

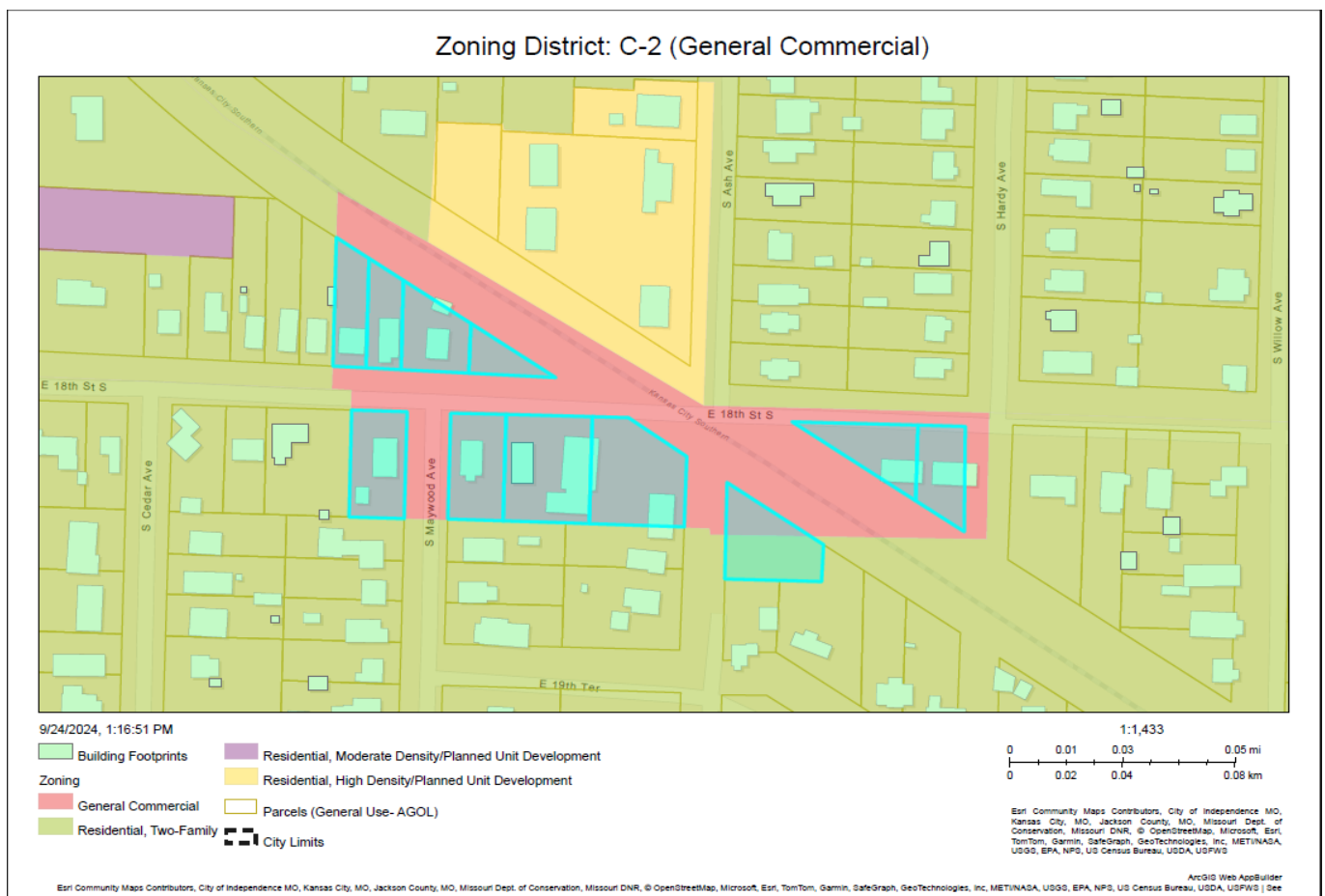
A formal public hearing on this rezoning will be held on **October 29, 2024** by the Independence Planning Commission at 6:00 p.m. The meeting will also be streamed on City 7 and YouTube. The City Council is scheduled to consider action on this request at its 6:00 p.m. meeting on December 16, 2024.

Property owners surrounding/adjacent to the area to be rezoned have a right to legally protest the application. Forms are available in the Community Development Department at City Hall.

If you have any questions regarding this matter, please feel free to contact me at (816) 325-7823 prior to the meetings and I can provide assistance and information you may need to have a full understanding of this request before the meetings.

Sincerely,

Brian L. Harker
Senior Planner



Property	Property Owner	Owner Address	City	State	ZIP Code
10101 E 18TH ST S	BIRCH MELISSA KATHRYN	10101 E 18TH ST S	INDEPENDENCE	MO	64052
10104 E 18TH ST S	EIGHT PACES LLC	PO BOX 262	KIRBYVILLE	MO	65679
10106 E 18TH ST S	C & C INVESTMENTS LLC	13040 CATALINA DR	LEAWOOD	KS	66209
10107 E 18TH ST S	TSCHIRHART CHRISTOPHER L JR	10107 E 18TH ST S	INDEPENDENCE	MO	64052
10108 E 18TH ST S	LAND TRUST OF JACKSON COUNTY MISSOURI	4035 CENTRAL ST	KANSAS CITY	MO	64111
10109 E 18TH ST S	COOPER STEVE W & BESSIE DIANNE	10109 E 18TH ST	INDEPENDENCE	MO	64052
10112 E 18TH ST S	REINVENT KC HOME PROPERTIES LLC	713 LINDENWOOD DR STE A	OLATHE	KS	66062
10116 E 18TH ST S	KBR PROPERTIES LLC	PO BOX 46704	KANSAS CITY	MO	64118
10117 E WINNER RD APT 4	CHARLES SFR LLC	PO BOX 1778	HIGLEY	AZ	85236
10125 E WINNER RD	BROWN MATTHEW RICHARD	10125 E WINNER RD	INDEPENDENCE	MO	64052
10211 E WINNER RD	JONES JEREMIAH & ATWOOD MINDI A	10211 WINNER RD	INDEPENDENCE	MO	64052
10300 E 19TH TER S	VICKERS KIMBERLY D	10300 E 19TH TER S	INDEPENDENCE	MO	64052
10302 E 19TH TER S	PRIME PROPERTY OPTIONS LLC	108 13TH AVE N	GREENWOOD	MO	64034
10318 E 19TH TER S	MINT HARBOR LLC	5200 S ULSTER ST UNIT 1810	GREENWOOD VILLAGE	CO	80111
10320 E 19TH TER S	BRAKELMAN RAINIER A	10320 E 19TH TER	INDEPENDENCE	MO	64052
10400 E 19TH TER S	O HARE ROBERT A	10400 E 19TH TER S	INDEPENDENCE	MO	64052
10407 E 18TH ST S	LASLEY HOYT L	10407 E 18TH ST S	INDEPENDENCE	MO	64052
10409 E 18TH ST S	MORLEY JAMES R & KAREN R	10409 E 18TH ST	INDEPENDENCE	MO	64052
1712 S ASH AVE APT 1	RT CAPITAL LLC	PO BOX 26513	KANSAS CITY	MO	64196
1717 S WAUBESA AVE	FISCHER ROBERT JOHNATHAN	1717 S WAUBESA AVE	INDEPENDENCE	MO	64052
1718 S HARDY AVE	DE VRIES E DAVID	1718 S HARDY	INDEPENDENCE	MO	64052
1719 S ASH AVE	HOOPER HOLDINGS LLC	90-1050 APAA ST	EWA BEACH	HI	96706
1720 S HARDY AVE	VINEBROOK HOMES BORROWER 1 LLC	3500 PARK CENTER DR STE 100	DAYTON	OH	45414
1721 S ASH AVE	NEWCOMB JIM	PO BOX 16763	RAYTOWN	MO	64133
1722 S HARDY AVE	BRAY MARY ANN	705 VINE ST	JOLIET	IL	60435
1725 S ASH AVE	NEWCOMB JAMES	P.O. BOX 16763	KANSAS CITY	MO	64133
1735 S HARDY AVE	SEARCY NAMON E	1618 S SWOPE DR	INDEPENDENCE	MO	64057
1745 S HARDY AVE	WILSON JAMES CLEO & GLEEMA LEE	1745 S HARDY AVE	INDEPENDENCE	MO	64052
1804 S ASH AVE	SDG INVESTMENTS LLC	1503 MAIN ST # 207	GRANDVIEW	MO	64030
1804 S MAYWOOD AVE	HAWKINS JOHN JR & VIRGINIA M	1804 MAYWOOD	INDEPENDENCE	MO	64052
1805 S CEDAR AVE	YATES JAMES Q	1805 S CEDAR	INDEPENDENCE	MO	64052
1806 S ASH AVE	MONDRAGON NOE P	902 S WESTOVER RD	BELTON	MO	64012

1807 S CEDAR AVE	YATES INZA MINNIE	1807 S CEDAR AVE	INDEPENDENCE	MO	64052
1809 S CEDAR AVE	SHEE HSAR KA PAW SHEE	1809 S CEDAR AVE	INDEPENDENCE	MO	64052
1809 S MAYWOOD AVE	SOLORZANO MARIA ELENA DIAZ	1809 S MAYWOOD AVE	INDEPENDENCE	MO	64052
1810 S MAYWOOD AVE	GARCIA CARIAS ARNOLDO	19200 E 12TH ST CT N	INDEPENDENCE	MO	64056
1811 S CEDAR AVE	LEIGH CHARLES R	1811 S CEDAR AVE	INDEPENDENCE	MO	64052
1811 S MAYWOOD AVE	CAMPUZANO RODOLFO & ALBERTA DIAZ DE	1811 S MAYWOOD AVE	INDEPENDENCE	MO	64052
1812 S MAYWOOD AVE	DURNELL RODNEY	15201 E 51ST ST	KANSAS CITY	MO	64136
1813 S MAYWOOD AVE	KC PRO HOMEBUYERS MO LLC	3225 MCLEOD DR STE 100	LAS VEGAS	NV	89121
1814 S MAYWOOD AVE	DURNELL RODNEY B	15201 E 51ST ST	KANSAS CITY	MO	64136
1900 S ASH AVE	BERMUDEZ GRANADOS CARLOS FEDERICO & GO	1904 S ASH AVE	INDEPENDENCE	MO	64052
1901 S ASH AVE	RB REAL ESTATE LLC	1901 S ASH AVE	INDEPENDENCE	MO	64052
NO ADDRESS ASSIGNED BY	BROWN MATTHEW R & BRIANNE L	10125 E WINNER RD	INDEPENDENCE	MO	64052



October 9, 2024

Dear Property Owner:

The City of Independence is proposing to change the zoning classification of several properties located along the E. 18th Street S. corridor between S. Cedar Avenue (on the west) and S. Hardy Avenue (on the east). The zoning of the properties listed below is sought to be changed to better match the use/zoning of surrounding properties. A map illustrating the lots to be proposed to be rezoned is on the reverse side of this letter.

The properties subject to this rezoning include:

- **10120, 10124, 10125, 10200, 10201, 10202, and 10205 E. 18th Street S. and 1802 S. Ash Avenue** from C-2 (General Commercial) to R-6 (Single-Family Residential);
- **10321, 10323, 10325 and 10327 E. 18th Street S.** from C-2 (General Commercial) to R-12 (Two-Family Residential); and
- **1803 S. Ash Avenue** from C-2 (General Commercial) and R-12 (Two-Family Residential) to R-6 (Single-Family Residential).

The lots shaded red on the map are presently zoned C-2 (General Commercial) and have been for many years. The City is proposing to change the zoning of the most of the lots to **R-6 (Single-Family Residential)**, a zoning classification that would allow 1 single-family home per lot; and two of the lots to **R-12 (Two-Family Residential)**, a zoning classification that would allow 1 single or two-family home per lot.

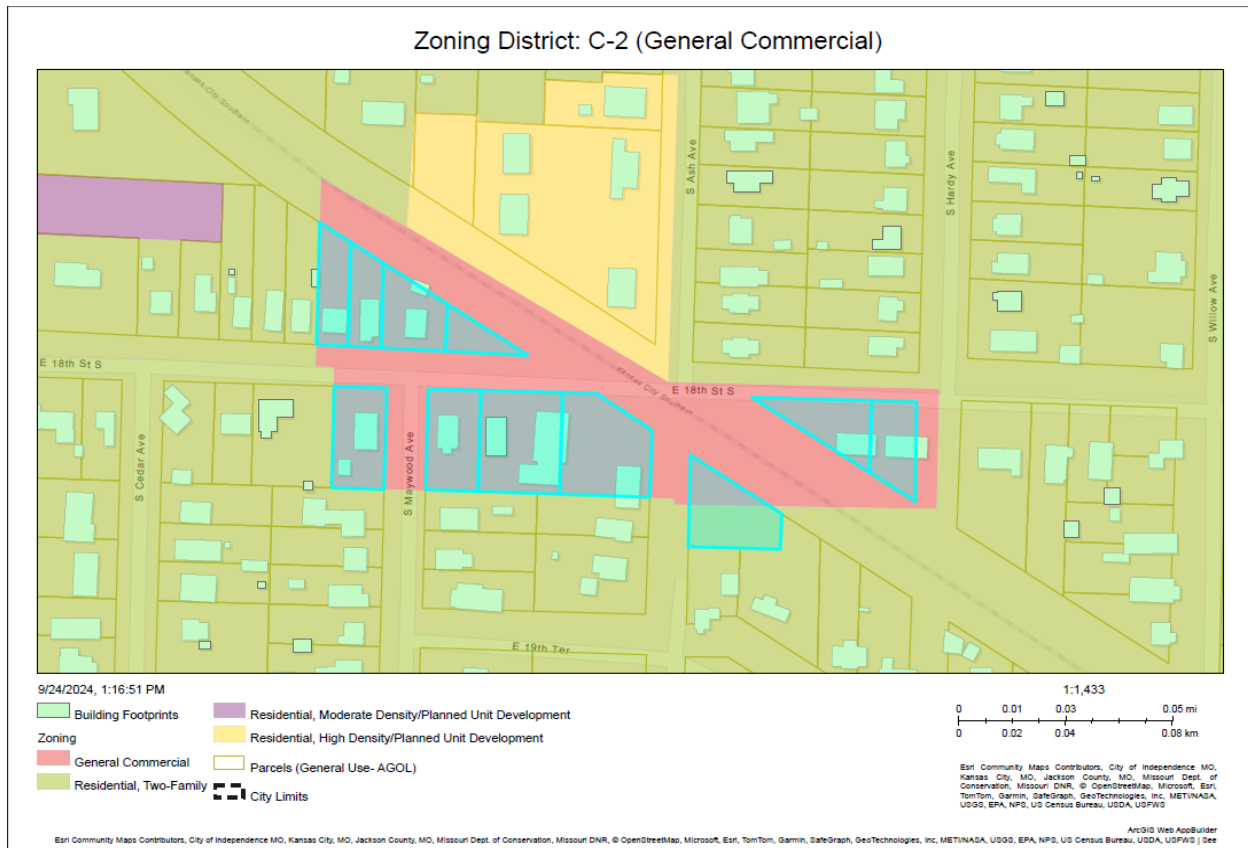
A formal public hearing on this rezoning will be held on **October 29, 2024** by the Independence Planning Commission at 6:00 p.m. The meeting will also be streamed on City 7 and YouTube. The City Council is scheduled to consider action on this request at its 6:00 p.m. meeting on December 16, 2024.

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

If you have any questions regarding this matter, please feel free to contact me at (816) 325-7823 prior to the meetings and I can provide assistance and information you may need to have a full understanding of this request before the meetings.

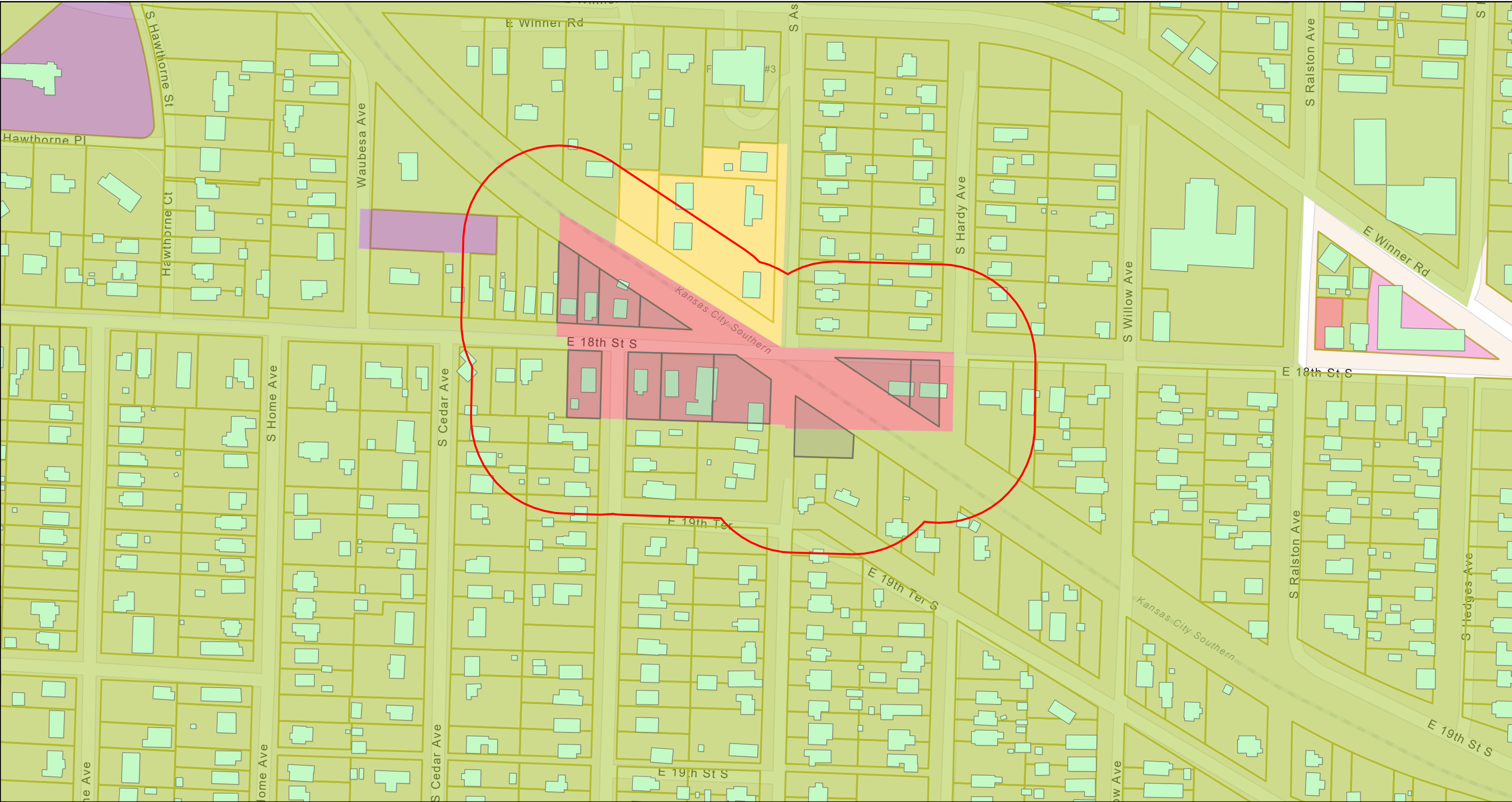
Sincerely,

Brian L. Harker
Senior Planner



Property Address	Property Owner	Owner Address	City	State	Zip Code
10125 E 18TH ST S	VB TWO LLC	3500 PARK CENTER DR STE 100	DAYTON	OH	45414
10120 E 18TH ST S	ROTHOVE GARY D & PAMELA S	11230 E 29TH ST S	INDEPENDENCE	MO	64052
10124 E 18TH ST S	PITCHFORD ERICKA	3437 BATES AVE	KANSAS CITY	MO	64128
10200 E 18TH ST S	TACTICALLY FIT	10200 E 18TH ST S	INDEPENDENCE	MO	64052
10201 E 18TH ST S	ECHOLS HAROLD	1001 N LAKE CITY BUCKNER RD	BUCKNER	MO	64016
10202 E 18TH ST S	RILEY JOHN	1729 QUINDARO BLVD	KANSAS CITY	KS	66104
10205 E 18TH ST S	PRATT CHRIS	10205 E 18TH ST	INDEPENDENCE	MO	64052
10321 E 18TH ST S	CHANCE SCOTT & JANICE	31305 E TRUMAN RD	BUCKNER	MO	64016
10325 E 18TH ST S	VILLA GLADIS MUNOZ	2340 NORTON AVE	KANSAS CITY	MO	64127
1800 & 1803 S ASH AVE	BROWN BRUCE & JANET	1802 S ASH	INDEPENDENCE	MO	64052

185ft Notification Area



9/24/2024, 12:06:50 PM

1:2,866

- Building Footprints

Zoning

General Commercial

Residential, Two-Family

Residential, Moderate Density/Planned Unit Development

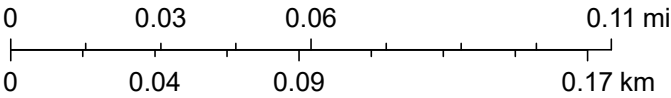
Residential, High Density/Planned Unit Development
- Arts District

Arts District/Special Use Permit(SUP)

Residential, Two-Family/Special Use Permit

Parcels (General Use- AGOL)

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, USDA, USFWS

Property Owner Notification Affidavit

STATE OF MISSOURI

COUNTY OF JACKSON

Case No. 24-100-17 (External)

I, Miranda Rice, 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 10 day of October, 2024.

Miranda Rice

Signature of Agent, Owner or Attorney

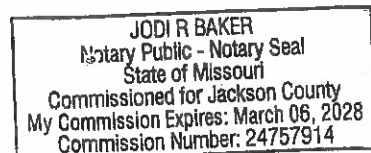
Subscribed and sworn to before me this 10 day of October, 2024.

Jodi R Baker

Notary Public

March 6, 2028

Commission Expiration Date



Property Owner Notification Affidavit

STATE OF MISSOURI

COUNTY OF JACKSON

Case No. 24-100-17 (Internal)

I, Miranda Rice, 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 10 day of October, 2024.

Miranda L Rice

Signature of Agent, Owner or Attorney

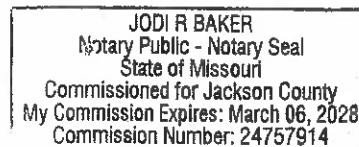
Subscribed and sworn to before me this 10 day of October, 2024.

Jodi R Baker

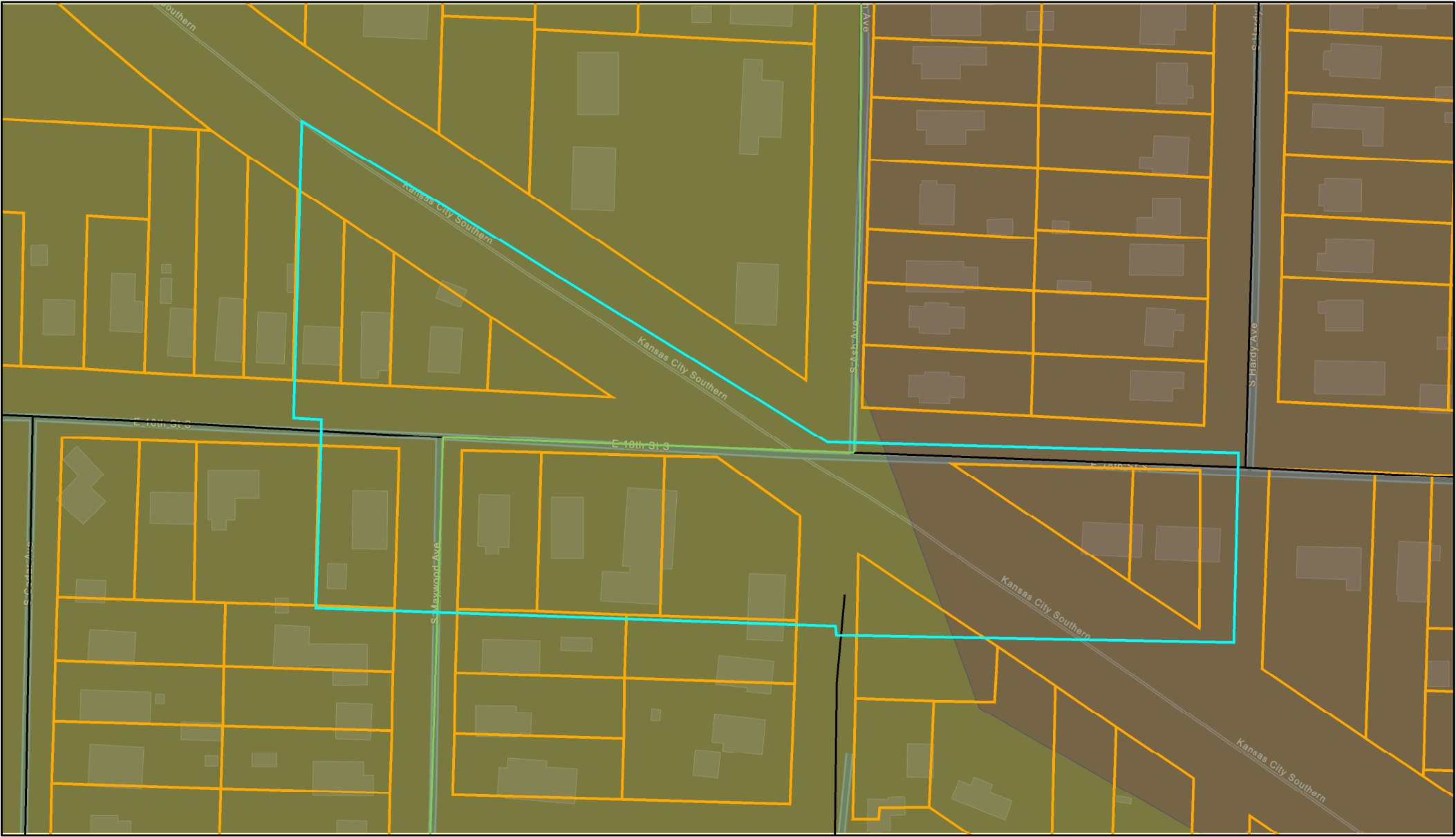
Notary Public

March 6, 2028

Commission Expiration Date

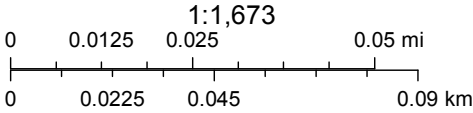


Comprehensive Plan - Proposed Land Use

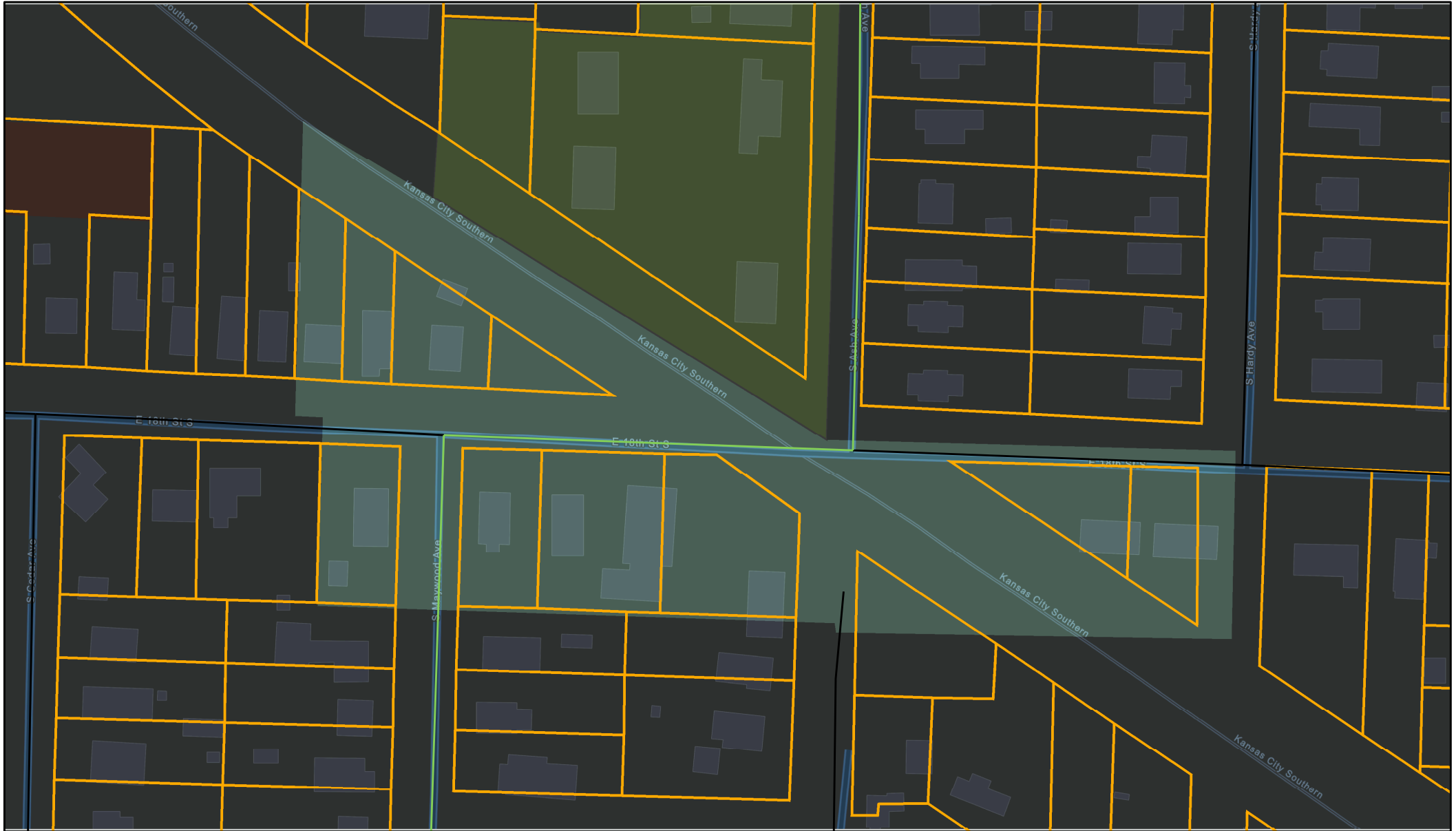


10/17/2024, 11:09:33 AM

- | Streets | Proposed Land Use (Comp Plan) | |
|--|--|----------|
| — Collector | Residential Neighborhoods | R-12 |
| — Local | Residential Urban Neighborhoods | R-18/PUD |
| | | R-30/PUD |
| — City Limits | | |
| — City Limits | | |



Zoning Map



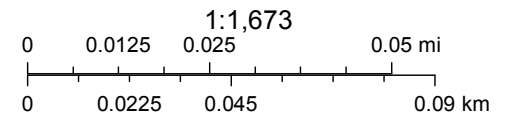
10/17/2024, 11:10:47 AM

Streets
 Collector
 Local

Parcels
 Zoning District
 C-2

R-12
R-18/PUD
R-30/PUD

City Limits





Planning Commission Minutes

October 29, 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 10/29/2024, 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 - .

CONSENT AGENDA

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

1. **Planning Commission Minutes – October 15, 2024**

Motion

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

CASE TO BE CONTINUED - STAFF RECOMMENDS THIS CASE BE CONTINUED TO THE NOVEMBER 19, 2024 MEETING.

1. **Case 24-100-24 – Rezoning – 2131 S. Scott Avenue** – A request by Andrew Rocco Mazzella to rezone the property from R-12 (Two-Family Residential) to C-2 (General Commercial).

Motion

Commissioner Edward Nesbitt made a motion to continue the case to the November 19, 2024 meeting. Commissioner Michael Young seconded the motion. The motion was approved Yes 7, No 0, Abstained 0.

2. **Continued 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 Edward Nesbitt made a motion to continue the case to the November 19, 2024 meeting. Commissioner Virginia Ferguson seconded the motion. The motion was approved Yes 7, No 0, Abstained 0.

PUBLIC HEARINGS

1. **Continued Case 24-100-17 – Rezoning – 18th Street** – A request by the City of Independence to rezone the properties at 10120, 10124, 10125, 10200, 10201, 10202, and 10205 E. 18th Street S. and 1802 S. Ash Avenue from C-2 (General Commercial) to R-6 (Single-Family Residential); 10321, 10323, 10325 and 10327 E. 18th Street S. from C-2 (General Commercial) to R-12 (Two-Family Residential); and 1803 S. Ash Avenue from C-2 (General Commercial) and R-12 (Two-Family Residential) 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.

Motion

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

2. **Case 24-100-25 – Rezoning – 2301 S. Chrysler Avenue** – A request by the City to rezone the property from I-1 (Industrial) and R-6 (Single Family Residential) to R-6 (Single Family Residential).

Staff Presentation

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

Commissioner Nesbitt expressed concern that this is a historic site for the City and questioned if it's considered historic. In response to Commissioner Nesbitt's question, Mr. Arroyo stated if the site is considered historic, any plans would have to go through the Heritage Commission. Mr.

Arroyo believes the school district plans to use the stadium and not tear it down. Commissioner Nesbitt stated he would like more details about their plans for this site.

Commissioner Ashbaugh questioned if the Parks Department is still providing upkeep of the property and if they're in favor of this rezoning. Mr. Arroyo said this request came from the City Manager's Office and the City is in favor of this rezoning. Commissioner Ashbaugh stated he would like to continue this case to get more information.

In response to Chairwoman Wiley's question, Mr. Harker noted the rezoning is not needed for a use change, it's only needed because each parcel can only have one zoning type, which this would correct.

Motion

Commissioner Eric Ashbaugh made a motion to continue this case to the November 19, 2024 meeting. Commissioner Edward Nesbitt seconded the motion. The motion was approved Yes 5, No 2, Abstained 0.

OTHER BUSINESS

1. **Case 24-175-08 – UDO Amendment #71 – Trash Haulers** – The City proposes Amendment #71 of the Unified Development Ordinance pertaining to Trash Haulers.

Staff Presentation

Rick Arroyo presented the case. He stated when the UDO was adopted in 2009, there were no use regulations within Chapter 14 of the City Code for uses related to trash haulers or as reference within the code as refuse collection. Currently, only Chapter 19 – Transportation Article 5, outlines the application process for those wishing to operate a refuse collection business by obtaining a certificate of public convenience and necessity. Mr. Arroyo said the intent of this proposed amendment is to include use regulations for refuse collection business in Chapter 14 of the UDO. He noted this proposed amendment allows refuse collectors within the Industrial I-1 and I-2 zoning districts with the application of a Special Use permit as proposed in Section 14-302. Mr. Arroyo stated a new section, 14-428, has been proposed under Chapter 14, Article 4. This section provides the applicability, and procedures and standards for application of a refuse collection business use. Staff believes these proposed amendments will better serve our community and better regulate these uses.

In response to Commissioner Nesbitt's question, Mr. Arroyo said current trash haulers would be grandfathered in and would not be required to get this permit.

Public Comments

No public comments.

Motion

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

2. **Training provided by Lauber Law**

Chairwoman Wiley noted that the training has been moved to the November 19, 2024 meeting.

ROUNDTABLE - NEXT MEETING NOVEMBER 19, 2024

Mr. Arroyo provided the Commission with information on the difference between Preliminary and Final Plats.

ADJOURNMENT

The meeting was adjourned at 6:47 p.m.

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

24-122 **1R** An ordinance approving a rezoning from District I-1 (Industrial) and District R-6 (Single-Family Residential) to District R-6 (Single Family Residential) for the properties at 2301 S. Crysler Avenue. **1R**

Recommendations:

Commissioner Ashbaugh made a motion to recommend approval of case 24-100-25, the rezoning of 2301 S. Crysler Avenue. A second to the motion was made by Commissioner Nesbitt. 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:**

This is a request by the City of Independence to rezone the property from R-6 (Single-Family Residential) and I-1 (Industrial) to R-6 (Single-Family Residential). Although the property has a public use and the use is permitted in both I-1 and R-6 zonings, the UDO requires that there be only one zoning per lot, therefore the property when replatted needs to be rezoned.

ZONING HISTORY:

Prior to 2009 the I-1 (Industrial) portion of the property was zoned M-1 (Industrial) and the R-6 (Single-Family Residential) portion was zoned R-1b (Single-Family Residential). The R-1b (Single-Family Residential) portion of the property was zoned R-1 (Single-Family Residential) before 1980. The property was M-1 (Industrial) and R-1 (Single-Family Residential) from 1965 to 1980.

PROJECT DESCRIPTION:

The Independence School District is entering into an agreement with the City of Independence for Crysler Stadium and the adjoining parcel to the south.

BACKGROUND ON PROPERTY TRANSFER:

Recently, there has been very limited usage of this facility by local community groups. About three years ago, American Legion teams were using the stadium Mondays through Saturdays

for games, and Van Horn and Truman Varsity teams would sometimes use the field for their home games. For the summer 2023 season (the last season the Parks Recreation and Tourism Department operated the stadium), games were scheduled about a dozen times, but these were only make-up games for Queen City Baseball due to rainouts at the Mill Creek ballfields. Back in the summer of 2022 there were four or five Saturday/Sunday tournaments which would have been the last time the stadium generated revenue. The Parks, Recreation & Tourism Department has over \$1.2 million in identified capital funding needs for Crysler Stadium. Despite its history and nostalgia, it is difficult to justify investing that amount of capital in a facility that is used so minimally by the public.

In 2023 the Independence School District (ISD) approached the City about using Crysler Stadium as a home field for Van Horn High School, but did not want to invest their capital dollars in a facility the school district did not own.

Consequently, the ISD Superintendent reached out to the City to see if there was a way for ISD to use the facility for the Van Horn baseball team. About one year ago, the City Council approved a 12-month lease agreement between the City of Independence and the Independence School District for the use of Crysler Stadium. At the time, it was explained to the City Council that it was the desire of both parties to facilitate the transfer of Crysler Stadium to the Independence School District. Earlier this month, both parties extended the agreement by mutual consent for an additional 12-month period to allow the development agreement to be finalized.

ISD intends to continue use of the facility as a baseball field for Van Horn High School. The district does not intend to demolish the stadium. ISD spent a significant amount of manpower, hours, and money so the facility could be used last season. This included investing significant resources in facility enhancements, including turf maintenance, property maintenance, blight removal, and the impending replacement of the outfield scoreboard.

Because of these reasons, staff believes the transference of Crysler Stadium from the City of Independence to the Independence School District is beneficial to the citizens of the City and the residents of the school district.

PHYSICAL CHARACTERISTICS OF PROPERTY:

The property is already developed and is the site of a baseball stadium with grandstands, a concession area, paved parking lot, beach volleyball area and an undeveloped field to the southeast on an adjacent lot that will be joined with the main property in a single-lot plat. The south, southeast and east sides of the property have a perimeter of trees. The northwest corner of the property (where the parking lot sits) is almost entirely covered with pavement.

CHARACTERISTICS OF THE AREA:

The property sets southeast of a busy intersection, 23rd Street and Crysler Avenue. The 23rd Street corridor is predominately commercial uses. Southwest of the property is a national guard armory. South and Southeast of the property are single-family and multiple-family uses; however, a railroad right-of-way abuts immediately to the east separating the multiple-family residences and a church from the property.

ANALYSIS:**Consistency with *Independence for All*, Strategic Plan:**

The sale will improve public infrastructure and facilities.

Comprehensive Plan Tools and Policies for the Current Designation:

Support existing and expanded use of community facilities.

Sub-Area Plans:

The area is not covered by a sub-area plan.

Zoning:

Although the property has a public use that is permitted in both I-1 and R-6 zonings, the uses listed for the existing and proposed zonings are as follows. The I-1 (Industrial) zoning allows for warehousing, wholesaling, vehicle repair, small engine repair, vehicle storage, office use, government facilities, utilities and manufacturing. Allowed uses in R-6 districts include single-family homes, home based child-care, government facilities, churches, schools, utilities, cemeteries, crops, and gardening.

Platting:

The property consists of two unplatted tracts. A 5.987-acre tract, abutting the southeast corner of 23rd Street and Chrysler Avenue, containing a large parking lot, the stadium and a beach volleyball area and an undeveloped 3.014-acre tract to its southeast. These will be platted into one, single-lot subdivision (a Minor Subdivision) as part of the property's transference from the City of Independence to the Independence School District.

Historic and Archeological Sites:

While nostalgic and of cultural significance, the site is not significant enough to be designated as a historic property.

Public Utilities:

All utilities are available in nearby rights-of-way and easements.

Floodplain/Stream Buffer:

There is a 170-foot-wide Stream Buffer that runs through the middle of this property outside of the baseball field. In addition, a small portion of the northwest corner of the property lies within the FEMA defined floodplain.

CIP Investments:

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

Access and Sidewalks:

There is an existing sidewalk along 23rd Street and no driveway access from the property along that street. A continuous paved surface provides access to S. Chrysler Avenue and is contiguous with the "sidewalk" adjacent to the street.

Landscaping:

The northwest side of the property has little green space except abutting the 23rd Street right-of-way and adjacent to the beach volleyball courts. The stadium has green lawn areas and trees around its perimeter. The southeast tract is an undeveloped green space flanked by trees.

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 Park uses for the area. The Tools and Policies state the need to, "Support existing and expanded use of community facilities as 'third places' where residents of all ages can connect with programming and services, volunteer opportunities and opportunities for civic engagement."*
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 sub-area plans for the vicinity.*
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 south and R-18/PUD zoned properties to the east.*
4. **The compatibility of the proposed zoning and allowed uses with the character of the neighborhood.** *The proposed R-6 zoning is compatible with the area's existing neighborhood.*
5. **The suitability of the subject property for the uses to which it has been restricted under the existing zoning regulations.** *The I-1 (Industrial) zoning is not compatible with the surrounding retail, government, religious and residential uses.*
6. **The length of time the subject property has remained vacant as zoned.** *This statement is not applicable to this case.*
7. **The extent to which approving the rezoning will detrimentally affect nearby properties.** *The additional R-6 zoning to the tract should have no detrimental effect on area properties. ISD will be able to continue using the Stadium for the Van Horn High School baseball team.*
8. **The gain, if any, to the public health, safety, and welfare due to denial of the application, as compared to the hardship imposed upon the landowner, if any, as a result of denial of the application.** *If rezoning is denied, the property cannot be replatted per Code. Transferring Chrysler Stadium from the City to the Independence School District is beneficial to the citizens of the City and the residents of the school district.*

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

Emergency Justification:

Fiscal Impact:

Council Action:

Department / Contact	Community Development /
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REVIEWERS

Tom Scannell
Jeremy Cover
Zachary Walker
Susanne Holland

ATTACHMENTS:

1. Draft Ordinance 24-100-25
2. Staff Report 24-100-25
3. Narrative
4. Application
5. Notification Letter 24-100-25
6. 185ft Notification Area Map
7. Address List
8. Notification Affidavit 24-100-25
9. Final Plat
10. Comp Plan Map
11. Zoning Map
12. Planning Commission Meeting Minutes 11-19-24

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE APPROVING A REZONING FROM DISTRICT I-1 (INDUSTRIAL) AND DISTRICT R-6 (SINGLE-FAMILY RESIDENTIAL) TO DISTRICT R-6 (SINGLE FAMILY RESIDENTIAL) FOR THE PROPERTIES AT 2301 S. CRYSLER AVENUE.

WHEREAS, an application submitted by Brandon Fryer requesting approval of a rezoning from District I-1 (Industrial) and District R-6 (Single-Family Residential) to District R-6 (Single-Family Residential) for the properties at 2301 S. Crysler Avenue 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 November 19, 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) and District R-6 (Single-Family Residential) to District R-6 (Single-Family Residential) and shall be subject to the regulations of said district:

A tract of land located in the Northwest Quarter of the Southeast Quarter of Section 10, Township 49 North, Range 32 West of the Fifth Principal Meridian, all in the City of Independence, County of Jackson, State of Missouri, being more particularly described by Randy G. Zerr, Missouri PLS-2018016442, on August 7, 2024 as follows:

Commencing at the Center corner of Section 10, thence South 01°39'31" West, along the West line of the Southeast Quarter, 45.43 feet; thence departing said West line, South 88°20'29" East, 40.00 feet to the Point of Beginning, said point being the intersection of the East right-of-way line of South Crysler Avenue and the South right-of-way line of West 23rd Street as both now

established in August 2024.

From the Point of Beginning, thence South 87°05'30" East, along said South right-of-way line, 342.22 feet; thence South 87°06'30" East, along said South right-of-way line, 389.98 feet to the West right-of-way line of the Kansas City Southern Railroad (formerly known as the Gulf Mobile and Ohio Railroad) as now established in August 2024; thence, departing the said South right-of-way line, southeasterly on a non-tangent curve to the right, along said West right-of-way line, having an arc length of 100.85 feet, a radius of 1382.69 feet, and a chord that bears South 16°55'24" East, 100.83 feet; thence South 14°50'02" East, along said West right-of-way line, 500.00 feet; thence southeasterly on a tangent curve to the left, along said West right-of-way line, having an arc length of 358.72 feet, a radius of 2915.04 feet, and a chord that bears South 18°21'33" East, 358.49 feet to the Northeast corner of Lot 3, ALHAMBRA HEIGHTS RESURVEY, a subdivision in the City of Independence, County of Jackson, State of Missouri and recorded in the Jackson County Recorder of Deeds' office in Book 25, Page 67 (Instrument No. 1961I0777994); thence, departing said West right-of-way line, North 87°13'43" West, along the North line of said subdivision, 345.09 feet to the Southeast corner of a Tract of land recorded in a Special Warranty Deed in Book 1033, Page 727 in the Jackson County Recorder of Deeds' office; thence North 01°39'31" East, along the West line of said Tract, 529.66 feet; thence North 87°13'43" West, along the North line of said Tract, 583.92 feet to the East right-of-way line of South Crysler Avenue as now established in August 2024; thence North 01°39'31" East, along said East right-of-way line, 377.84 feet to the Point of Beginning containing 392,051 square feet or 9.000 acres.

SECTION 2. Nonseverability. All provisions of this ordinance are so essentially, and inseparable connected with, and so dependent upon, each other that no such provision would be enacted without all others. If a court of competent jurisdiction enters a final judgement on the merits that is not subject to appeal and that declares any provision or part of this ordinance void, unconstitutional, or unenforceable, then this ordinance, in its collective entirety, is invalid and shall have no legal effect as of the date of such judgement.

SECTION 3. Scrivener's Errors. Typographical errors and other matters of a similar nature that do not affect the intent of this ordinance, as determined by the City Clerk and City Counselor, may be corrected with the endorsement of the City Manager without the need to come before City Council.

SECTION 4. That failure to comply with all the provisions contained in this ordinance shall constitute violations of both this ordinance and Chapter 14, the Unified Development Ordinance, of the Code of the City of Independence, Missouri.

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

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

ATTEST:

City Clerk

APPROVED AS TO FORM AND LEGALITY:

City Counselor

REVIEWED BY:

City Manager

MEETING DATE: November 19, 2024

STAFF: Brian L. Harker, Senior Planner

PROJECT NAME: Crysler Stadium

CASE NUMBER/REQUEST: **Case 24-100-25 – Rezoning – 2301 S. Crysler Avenue** – A request by the City to rezone the property from I-1 (Industrial) and R-6 (Single Family Residential) to R-6 (Single Family Residential).

APPLICANT: City of Independence

PROPERTY LOCATION: 2301 S. Crysler Avenue

SURROUNDING ZONING/LAND USE:

North: C-2/SP (General Commercial/Special Use)...auto sales/repair
C-2 (General Commercial)...single-family homes

East: C-2 (General Commercial)...church
R-18/PUD (Moderate Density Residential/Planned Unit Development)...four-plexes

South: R-6 (Single-Family Residential)...single-family homes

West: R-6 (Single-Family Residential)...national guard armory
I-1 (Industrial)...veterinary clinic
C-2 (General Commercial)...pharmacy

PUBLIC NOTICE:

- Letters to property owners – October 10, 2024
- Public Notice published in the Independence Examiner – October 12, 2024
- Signs posted on property – October 11, 2024

FURTHER ACTION:

Following action by the Planning Commission, this rezoning request is scheduled for first reading by the City Council on December 2, 2024 and the public hearing/second reading on December 16, 2024.

RECOMMENDATION

Staff recommends **APPROVAL** of this rezoning request.

PROJECT DESCRIPTION & BACKGROUND INFORMATION

PROJECT DESCRIPTION: The Independence School District is entering an agreement with the City of Independence for Crysler Stadium and the adjoining parcel to the south.

Current Zoning:	I-1 (Industrial) and R-6 (Single-Family Residential)	Proposed Zoning:	R-6 (Single-Family Residential)
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Current and Continuing Use: Baseball stadium and beach volleyball court

Background on Property Transfer:

Recently, there has been very limited usage of this facility by local community groups. About three years ago, American Legion teams were using the stadium Mondays through Saturdays for games, and Van Horn and Truman Varsity teams would sometimes use the field for their home games. For the summer 2023 season (the last season the Parks Recreation and Tourism Department operated the stadium), games were scheduled about a dozen times, but these were only make-up games for Queen City Baseball due to rainouts at the Mill Creek ballfields. Back in the summer of 2022 there were four or five Saturday/Sunday tournaments which would have been the last time the stadium generated revenue. The Parks, Recreation & Tourism Department has over \$1.2 million in identified capital funding needs for Crysler Stadium. Despite its history and nostalgia, it is difficult to justify investing that amount of capital in a facility that is used so minimally by the public.

In 2023 the Independence School District (ISD) approached the City about using Crysler Stadium as a home field for Van Horn High School, but did not want to invest their capital dollars in a facility the school district did not own.

Consequently, the ISD Superintendent reached out to the City to see if there was a way for ISD to use the facility for the Van Horn baseball team. About one year ago, the City Council approved a 12-month lease agreement between the City of Independence and the Independence School District for the use of Crysler Stadium. At the time, it was explained to the City Council that it was the desire of both parties to facilitate the transfer of Crysler Stadium to the Independence School District. Earlier this month, both parties extended the agreement by mutual consent for an additional 12-month period to allow the development agreement to be finalized.

ISD intends to continue use of the facility as a baseball field for Van Horn High School. The district does not intend to demolish the stadium. ISD spent a significant amount of manpower, hours, and money so the facility could be used last season. This included investing significant resources in facility enhancements, including turf maintenance, property maintenance, blight removal, and the impending replacement of the outfield scoreboard.

Because of these reasons, staff believes the transference of Crysler Stadium from the City of Independence to the Independence School District is beneficial to the citizens of the City and the residents of the school district.

Zoning History:

Prior to 2009 the I-1 (Industrial) portion of the property was zoned M-1 (Industrial) and the R-6 (Single-Family Residential) portion was zoned R-1b (Single-Family Residential). The R-1b (Single-Family Residential) portion of the property was zoned R-1 (Single-Family Residential) before 1980. The property was M-1 (Industrial) and R-1 (Single-Family Residential) from 1965 to 1980.

Proposal:

This is a request by the City of Independence to rezone the property from R-6 (Single-Family Residential) and I-1 (Industrial) to R-6 (Single-Family Residential). Although the property has a

public use and the use is permitted in both I-1 and R-6 zonings, the UDO requires that there be only one zoning per lot, therefore the property when replatted needs to be rezoned.

Physical Characteristics of Property:

The property is already developed and is the site of a baseball stadium with grandstands, a concession area, paved parking lot, beach volleyball area and an undeveloped field to the southeast on an adjacent lot that will be joined with the main property in a single-lot plat. The south, southeast and east sides of the property have a perimeter of trees. The northwest corner of the property (where the parking lot sits) is almost entirely covered with pavement.

Characteristics of the Area:

The property sets southeast of a busy intersection, 23rd Street and Chrysler Avenue. The 23rd Street corridor is predominately commercial uses. Southwest of the property is a national guard armory. South and Southeast of the property are single-family and multiple-family uses; however, a railroad right-of-way abuts immediately to the east separating the multiple-family residences and a church from the property.

ANALYSIS

Consistency with *Independence for All*, Strategic Plan:

The sale will improve public infrastructure and facilities.

Comprehensive Plan Tools and Policies for the Current Designation:

Support existing and expanded use of community facilities.

Sub-Area Plans:

The area is not covered by a sub-area plan.

Zoning:

Although the property has a public use that is permitted in both I-1 and R-6 zonings, the uses listed for the existing and proposed zonings are as follows. The I-1 (Industrial) zoning allows for warehousing, wholesaling, vehicle repair, small engine repair, vehicle storage, office use, government facilities, utilities and manufacturing. Allowed uses in R-6 districts include single-family homes, home based child-care, government facilities, churches, schools, utilities, cemeteries, crops, and gardening.

Platting:

The property consists of two unplatted tracts. A 5.987-acre tract, abutting the southeast corner of 23rd Street and Chrysler Avenue, containing a large parking lot, the stadium and a beach volleyball area and an undeveloped 3.014-acre tract to its southeast. These will be platted into one, single-lot subdivision (a Minor Subdivision) as part of the property's transference from the City of Independence to the Independence School District.

Historic and Archeological Sites:

While nostalgic and of cultural significance, the site is not significant enough to be designated as a historic property.

Public Utilities:

All utilities are available in nearby rights-of-way and easements.

Floodplain/Stream Buffer:

There is a 170-foot-wide Stream Buffer that runs through the middle of this property outside of the baseball field. In addition, a small portion of the northwest corner of the property lies within the FEMA defined floodplain.

CIP Investments:

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

Access and Sidewalks:

There is an existing sidewalk along 23rd Street and no driveway access from the property along that street. A continuous paved surface provides access to S. Chrysler Avenue and is contiguous with the “sidewalk” adjacent to the street.

Landscaping:

The northwest side of the property has little green space except abutting the 23rd Street right-of-way and adjacent to the beach volleyball courts. The stadium has green lawn areas and trees around its perimeter. The southeast tract is an undeveloped green space flanked by trees.

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 Park uses for the area. The Tools and Policies state the need to, “Support existing and expanded use of community facilities as ‘third places’ where residents of all ages can connect with programming and services, volunteer opportunities and opportunities for civic engagement.”

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 sub-area plans for the vicinity.

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 south and R-18/PUD zoned properties to the east.

4. The compatibility of the proposed zoning and allowed uses with the character of the neighborhood.

The proposed R-6 zoning is compatible with the area’s existing neighborhood.

5. The suitability of the subject property for the uses to which it has been restricted under the existing zoning regulations.

The I-1 (Industrial) zoning is not compatible with the surrounding retail, government, religious and residential uses.

6. The length of time the subject property has remained vacant as zoned.

This statement is not applicable to this case.

7. The extent to which approving the rezoning will detrimentally affect nearby properties.

The additional R-6 zoning to the tract should have no detrimental effect on area properties. ISD will be able to continue using the Stadium for the Van Horn High School baseball team.

- 8. The gain, if any, to the public health, safety, and welfare due to denial of the application, as compared to the hardship imposed upon the landowner, if any, as a result of denial of the application.**

If rezoning is denied, the property cannot be replatted per Code. Transferring Crysler Stadium from the City to the Independence School District is beneficial to the citizens of the City and the residents of the school district.

EXHIBITS

1. Narrative
2. Application
3. Notification letter
4. Notification Aera Map
5. Address List
6. Affidavit
7. Final Plat
8. Comprehensive Plan map
9. Zoning map

From: [Jim Holtcamp](#)
To: [Brian Harker](#)
Subject: RE: 24-3006 Chrysler Stadium Minor Subdivision
Date: Monday, September 16, 2024 10:39:29 AM

Brian,

The City is interested in entering an agreement with the Independence School District for Chrysler Stadium and the adjoining parcel to the south. Rather than writing several separate easements for our infrastructure we decided that it would be more cost effective to submit a plat and address the easements that way. Please let me know if you need anything else.

Thanks

Jim

Application Type (check all that apply)

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

Project Information and Location

Crysler Stadium

Project Name

2301 S. Chrysler Avenue

Project Address/Location

	9-acres	1	Yes
Sq. Ft. of Building	Acreage	Number of Lots/Tracts	Stream Buffer (Yes or No)
I-1 and R-6	R-6	stadium	stadium
Existing Zoning	Proposed Zoning	Existing Land Use	Proposed Land Use

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

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

Contact Information

Applicant

Jim Holtcamp	City of Independence
Name	Company
111 E. Maple	
Address	
816-325-7000	jholtcamp@indepmo.org
Phone	Email

Architect/Engineer/Surveyor/Other: _____

Name	Company
Address	
Phone	Email

Owner

City of Independence	
Name	Company
111E. Maple	
Address	
816-325-7000	
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 _____

Appendix B - Property Owner Notification Letter

City of Independence, Missouri

Date: 10/10/2024

Case No. 24-100-25

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 from R-6 (Single Family Residential) and I-1 (Industrial) to

Applicant: City of Independence R-6 (Single-Family Residential)

Location of Property: 2301 S. Eryslar Avenue

Planning Commission Meeting Date: October 29, 2024 at 6:00 p.m.

City Council Meeting Date: December 16, 2024 at 6:00 p.m.

Location of public hearings: City Council Chambers, City Hall
111 E Maple Ave, Independence, Missouri, 64050

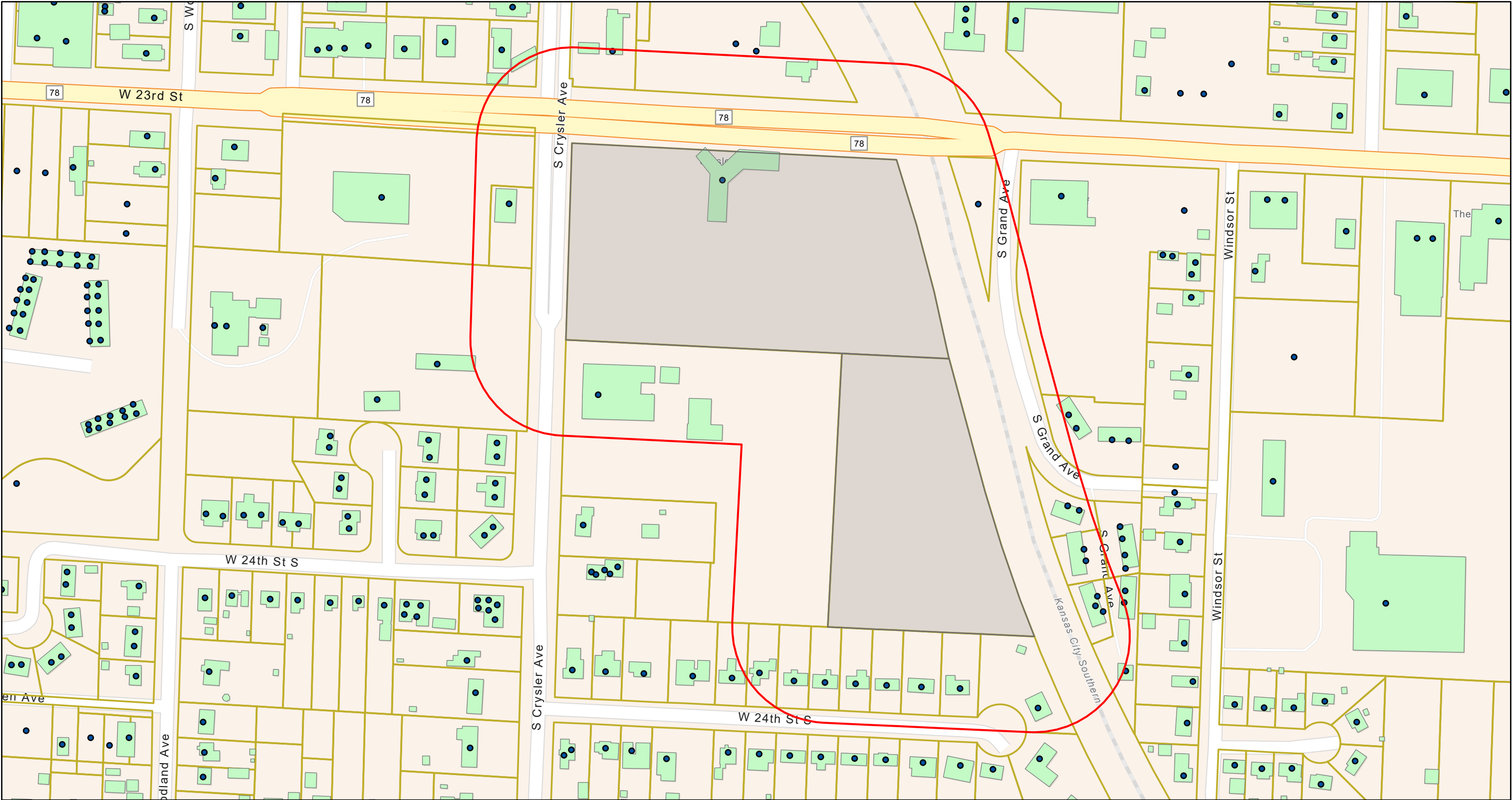
All interested persons are invited to attend and will have an opportunity to be heard at the full public hearing (Planning Commission).

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)

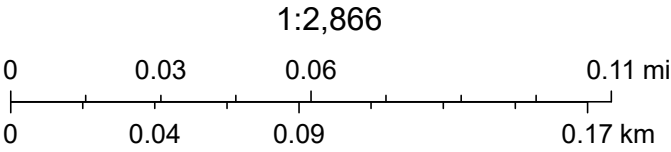
For more information, contact the Community Development Department at 816-325-7421.

185ft Notification Area - 2301 S Crysler



10/10/2024, 12:54:06 PM

- Addresses
- Building Footprints
- Parcels (General Use- AGOL)
- 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, USDA, USFWS

Owner	Address	City
Shan, LLC	5401 E. Winner Road	Kansas City
Kay Lander	1101 S. Crysler Avenue	Independence
Sabrina D. Mitchell	1104 W. 23rd Street S.	Independence
BDA Properties, LLC	820 S. Riner Road	Buckner
Central Assembly of God	1009 W. 23rd Street S.	Independence
Shelly Sherman and She Zhou	7611 State Line, Unbit 268	Kansas City
Steven Lahue	2318 S. Grand Avenue	Independence
23 28 S. Grand Avenue, LLC	3225 McLead Drive, Suite 777	Las Vegas
The Crovo Family Trust	12099 Oakview Way	San Diego
Metzger Gary W. and Maria Del Carmen	2324 1/2 S. Grand Avenue	Independence
Meridan Equities, LLC	301 Jones Avenue	Warrensburg
Margaret Ann Hartshorn	1100 W. 24th Street S.	Independence
Stephan and Denise Bryant	1110 W. 24th Street S.	Independence
Roberts Investment Group, LLC	5101 Wyandotte, Apt 15	Kansas City
Russell D. Michael Trustee	10504 E. 20th Street S.	Independence
Kenneth L. and Michelle R. Hentz	1204 W. 24th Street S.	Independence
Cynthia Lynn Woodley and Beverly E. Lentz	1208 W. 24th Street S.	Independence
Maria Jesus and Richard Solis	1210 W. 24th Street S.	Independence
Harkosity, LLC	Four Embarcadaro Center, Ste 1400 #85	Sna Francisco
Jennifer L. Rodriguez	1218 W. 24th Street S.	Independence
State of Missouri	301 W. High Street, RM 590	Jefferson City
Kevin Frisbie Trustee	PO Box 520095	Independence
Animals Best Friends	PO Box 493	Independence
Cole CV Independence (W 23rd Street) MO, LLC	PO Box 1610	Cockeyville Hunt VA

State	Zip
MO	64127
MO	64052
MO	64050
MO	64016
MO	64055
MO	64114
MO	64055
NV	89121
CA	92128
MO	64055
MO	64093
MO	64052
MO	64052
MO	64112
MO	64052
MO	64052
MO	64052
MO	64052
CA	94111
MO	64052
MO	64102
MO	64052
MO	64051
MD	21030

Property Owner Notification Affidavit

STATE OF MISSOURI

COUNTY OF JACKSON

Case No. 24-100-25

I, Miranda Rice, 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 10 day of October, 2024.

Miranda Rice

Signature of Agent, Owner or Attorney

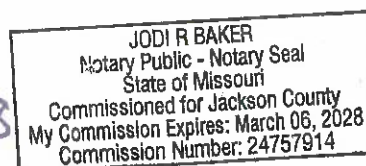
Subscribed and sworn to before me this 10 day of October, 2024.

Jodi R Baker

Notary Public

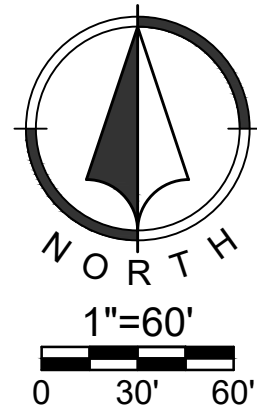
10/10/2024 March 6, 2028

Commission Expiration Date



MINOR SUBDIVISION
CRYSLER STADIUM

PART OF THE SOUTHEAST QUARTER OF SECTION 10, TOWNSHIP 49 NORTH, RANGE 32 WEST,
IN THE CITY OF INDEPENDENCE, COUNTY OF JACKSON, STATE OF MISSOURI



NOTES:

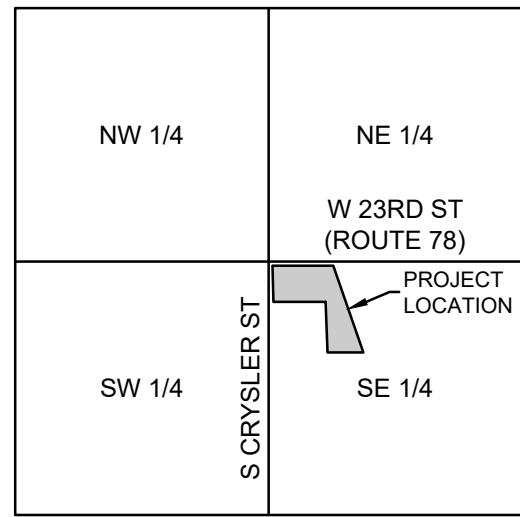
- Basis of Bearings: As determined by GPS observations, referenced to the Missouri State Plane Coordinate System, West Zone (NAD 83).
- Error of Closure:
Precision, 1 part in: 419772.392'
Error distance: 0.008'
Error direction: N67° 18' 33.59"E
Perimeter: 3428.280'
- All bearings and distances shown on this plat are measured unless otherwise noted.
- Flood Plain Note: According to the F.E.M.A. Flood Insurance Rate Map Number 29095C0283G, revised 1/20/2017, this tract graphically lies in OTHER AREAS, ZONE X, defined as areas determined to be outside the 0.2% annual chance floodplain; also in SPECIAL FLOOD HAZARD AREAS, ZONE A, defined without Base Flood Elevation (BFE).
- There shall be no clearing, grading, construction, or disturbance of vegetation.
- Any stream buffer shown hereon is subject to conservation easements that restrict disturbance and use of these areas.
- The location and limits of the stream buffer shown hereon were provided by the City of Independence.

Missouri Geographic Reference
System Station: JA-133
North Coord. = 323,228.261 m East Coord. = 857,271.288 m
(1 meter = 3.28083333 feet) Grid Factor = 0.9998970

Plat Corners (State Plane Coordinates in Meters)		
Point No.	North	East
1	323296.409	855868.126
2	323291.117	855972.288
3	323286.659	856060.552
4	323257.259	856069.497
5	323109.953	856108.510
6	323006.255	856142.934
7	323011.343	856037.873
8	323172.698	856042.546
9	323181.302	855864.793

LEGEND:

- ▲ FOUND SECTION CORNER AS NOTED
- △ SET SECTION CORNER
- FOUND MONUMENT AS NOTED
- SET 1/2" X 24" REBAR WITH RIC
- MOCL52011003572 KSCLS234 CAP
- (M) MEASURED
- (P) PLATTED
- (D) DEED
- (GU/E) GENERAL UTILITY EASEMENT
- (A/E) ACCESS EASEMENT
- FIRST ORDER STREAMLINE ZONE
- FEMA ZONE LINE



LOCATION MAP

SECTION 10-T49N-R32W
Scale 1" = 200'

BOUNDARY DESCRIPTION:

A tract of land located in the Northwest Quarter of the Southeast Quarter of Section 10, Township 49 North, Range 32 West of the Fifth Principal Meridian, all in the City of Independence, County of Jackson, State of Missouri, being more particularly described by Randy G. Zerr, Missouri PLS-2018016442, on August 7, 2024 as follows:

Commencing at the Center corner of Section 10, thence South 01°39'31" West, along the West line of the Southeast Quarter, 45.43 feet; thence departing said West line, South 88°20'29" East, 40.00 feet to the Point of Beginning, said point being the intersection of the East right-of-way line of South Chrysler Avenue and the South right-of-way line of West 23rd Street as both now established in August 2024.

From the Point of Beginning, thence South 87°05'30" East, along said South right-of-way line, 342.22 feet; thence South 87°06'30" East, along said South right-of-way line, 389.98 feet to the West right-of-way line of the Kansas City Southern Railroad (formerly known as the Gulf Mobile and Ohio Railroad) as now established in August 2024; thence, departing the said South right-of-way line, southeasterly on a non-tangent curve to the right, along said West right-of-way line, having an arc length of 100.85 feet, a radius of 1382.69 feet, and a chord that bears South 16°55'24" East, 100.83 feet; thence South 14°50'02" East, along said West right-of-way line, 500.00 feet; thence southeasterly on a tangent curve to the left, along said West right-of-way line, having an arc length of 358.72 feet, a radius of 2915.04 feet, and a chord that bears South 18°21'33" East, 358.49 feet to the Northeast corner of Lot 3, ALHAMBRA HEIGHTS RESURVEY, a subdivision in the City of Independence, County of Jackson, State of Missouri and recorded in the Jackson County Recorder of Deeds' office in Book 25, Page 67 (Instrument No. 19610777994); thence, departing said West right-of-way line, North 87°13'43" West, along the North line of said subdivision, 345.09 feet to the Southeast corner of a Tract of land recorded in a Special Warranty Deed in Book 1033, Page 727 in the Jackson County Recorder of Deeds' office; thence North 01°39'31" East, along the West line of said Tract, 529.66 feet; thence North 87°13'43" West, along the North line of said Tract, 583.92 feet to the East right-of-way line of South Chrysler Avenue as now established in August 2024; thence North 01°39'31" East, along said East right-of-way line, 377.84 feet to the Point of Beginning containing 392,051 square feet or 9.000 acres.

DEDICATION

The undersigned proprietor of the above described tract of land has caused the same to be subdivided in the manner as shown on the accompanying plat, which subdivision and plat shall hereafter be known as:

"CRYSLER STADIUM"

The proprietors, successors, and assigns, of property described on this plat hereby dedicate for public use all land described on this plat as streets or public ways not heretofore dedicated. Acceptance of the dedication of land for public right-of-way purposes described on this plat is for the sole purpose of maintaining right-of-way and does not constitute acceptance of any terms or conditions set forth in any agreement not shown on this plat.

EXECUTION

IN TESTIMONY WHEREOF, the undersigned proprietor has caused this instrument to be executed this ____ day of _____, 20__.

City Manager of the City of Independence

Zack Walker, City Manager

STATE OF _____)
COUNTY OF _____) SS

BE IT REMEMBERED, that on this ____ day of _____, 20__, before me a Notary Public in and for said County and State, came Zack Walker, City Manager of the City of Independence, who is personally known to me to be the same person who executed the foregoing instrument of writing on behalf of said corporation, and he duly acknowledged the execution of the same to be the act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on the day and year last written above.

Notary Public My Appointment Expires: _____

APPROVALS

Approved by the City Council and Mayor of the City of Independence, Missouri, Pursuant to Ordinance No. 17339.

By: _____ Date: _____
City Clerk, Susanne Holland

By: _____ Date: _____
Community Development Director, Tom Scarell

By: _____ Date: _____
Municipal Services Engineer, Alexander Lopez

Jackson County Assessment Department:

By: _____

Date: _____

Certification:

I hereby certify that this Boundary Survey is based upon an actual field survey performed by me or under my direct supervision during August 2024, and that said survey meets or exceeds the current Missouri Standards for Property Boundary Surveys, urban type property, as established by the Missouri Board for Architects, Professional Engineers, Professional Land Surveyors and Professional Landscape Architects and the Department of Agriculture Land Survey Program of the State of Missouri.

DRAFT COPY

Randy G. Zerr, Missouri PLS-2018016442
RIC MO CLS-2011003572
rzerr@ric-consult.com

CRYSLER STADIUM

Prepared For:
CITY OF INDEPENDENCE
C/O JIM HOLT CAMP
111 EAST MAPLE AVENUE
INDEPENDENCE, MISSOURI 64050



102 Abbie Avenue
Kansas City, Kansas 66103
913.317.9500
www.ric-consult.com

Date of Preparation: AUGUST, 2024
Revised: SEPTEMBER, 2024

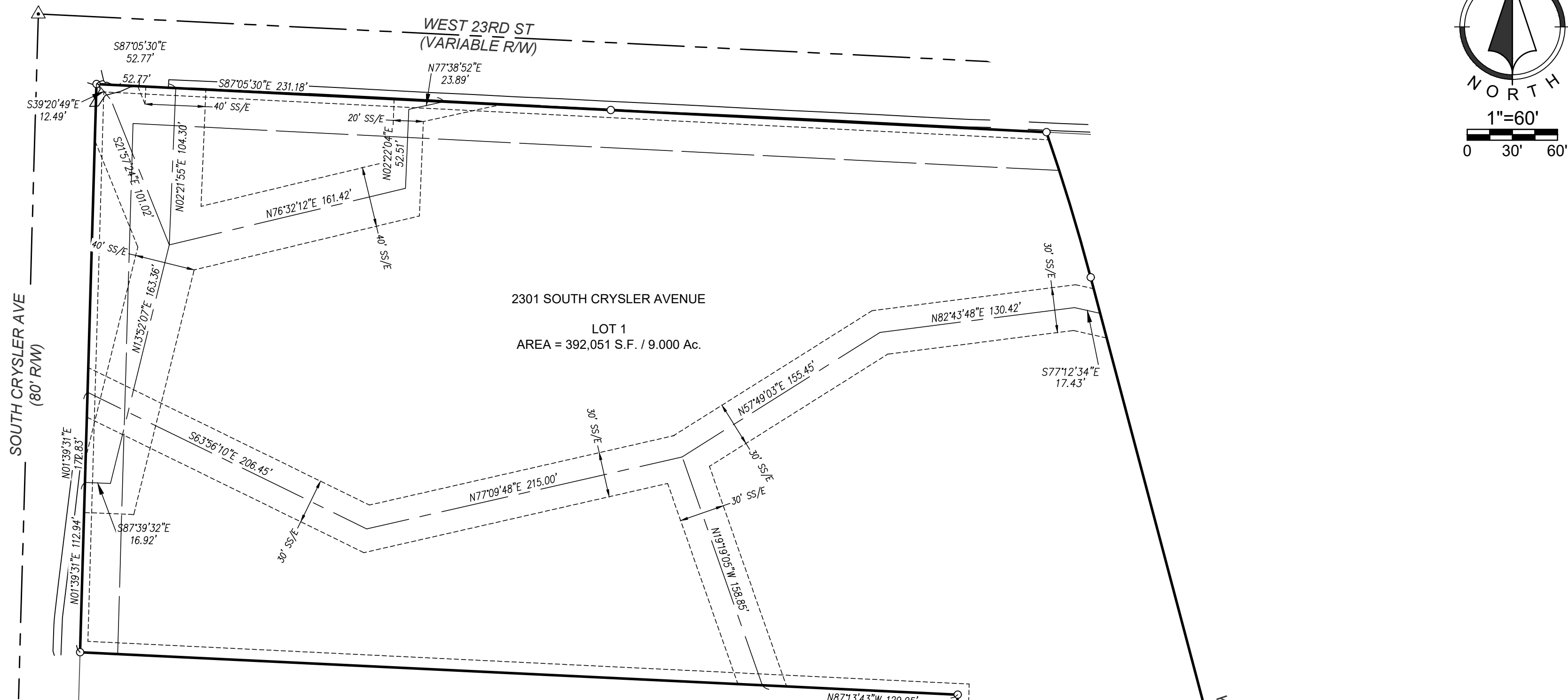
Certificates of Authorization:
Missouri CLS-2011003572; Kansas CLS-234

SHEET 1 OF 2

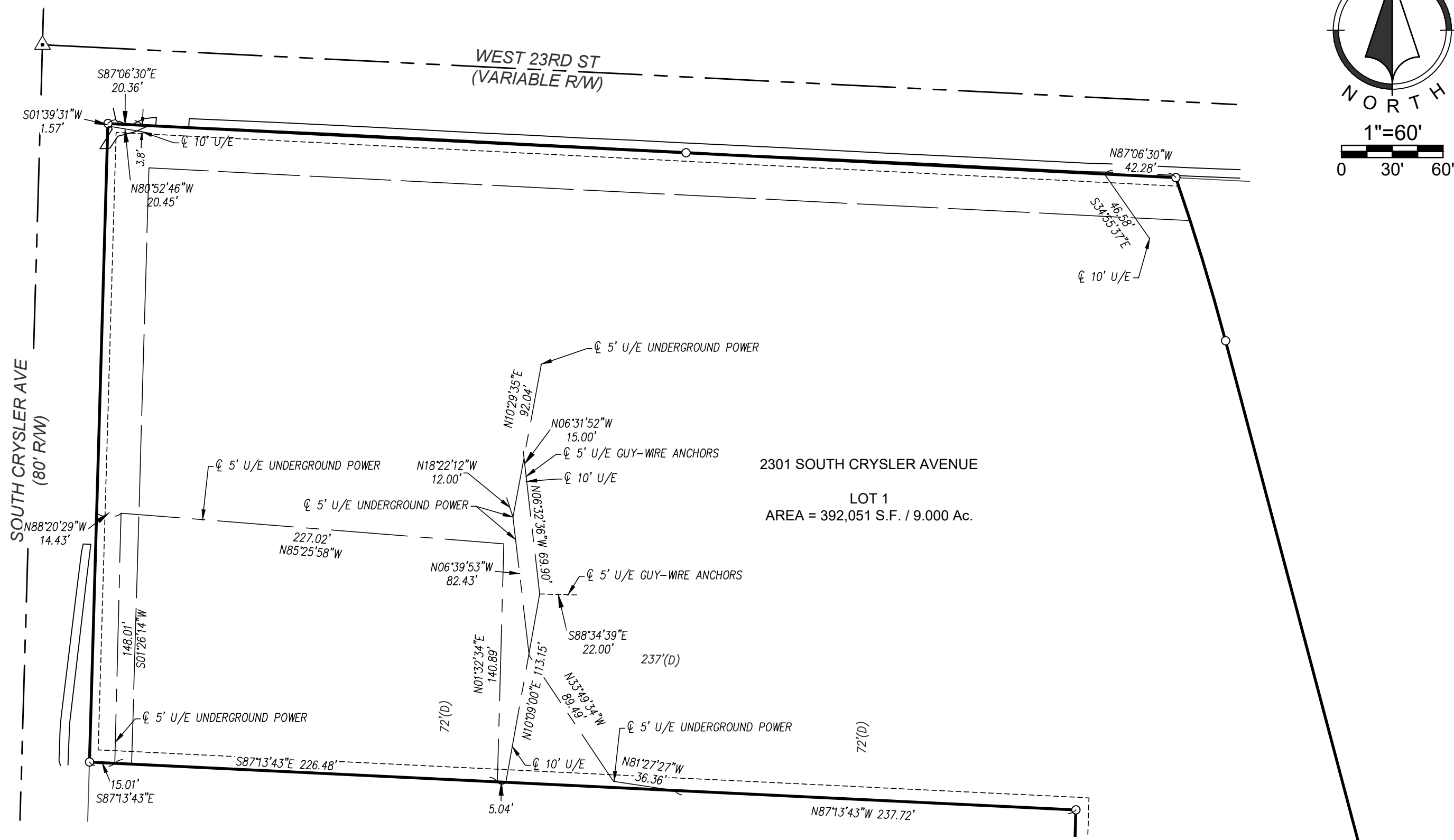
MINOR SUBDIVISION
CRYSLER STADIUM

PART OF THE SOUTHEAST QUARTER OF SECTION 10, TOWNSHIP 49 NORTH, RANGE 32 WEST,
IN THE CITY OF INDEPENDENCE, COUNTY OF JACKSON, STATE OF MISSOURI

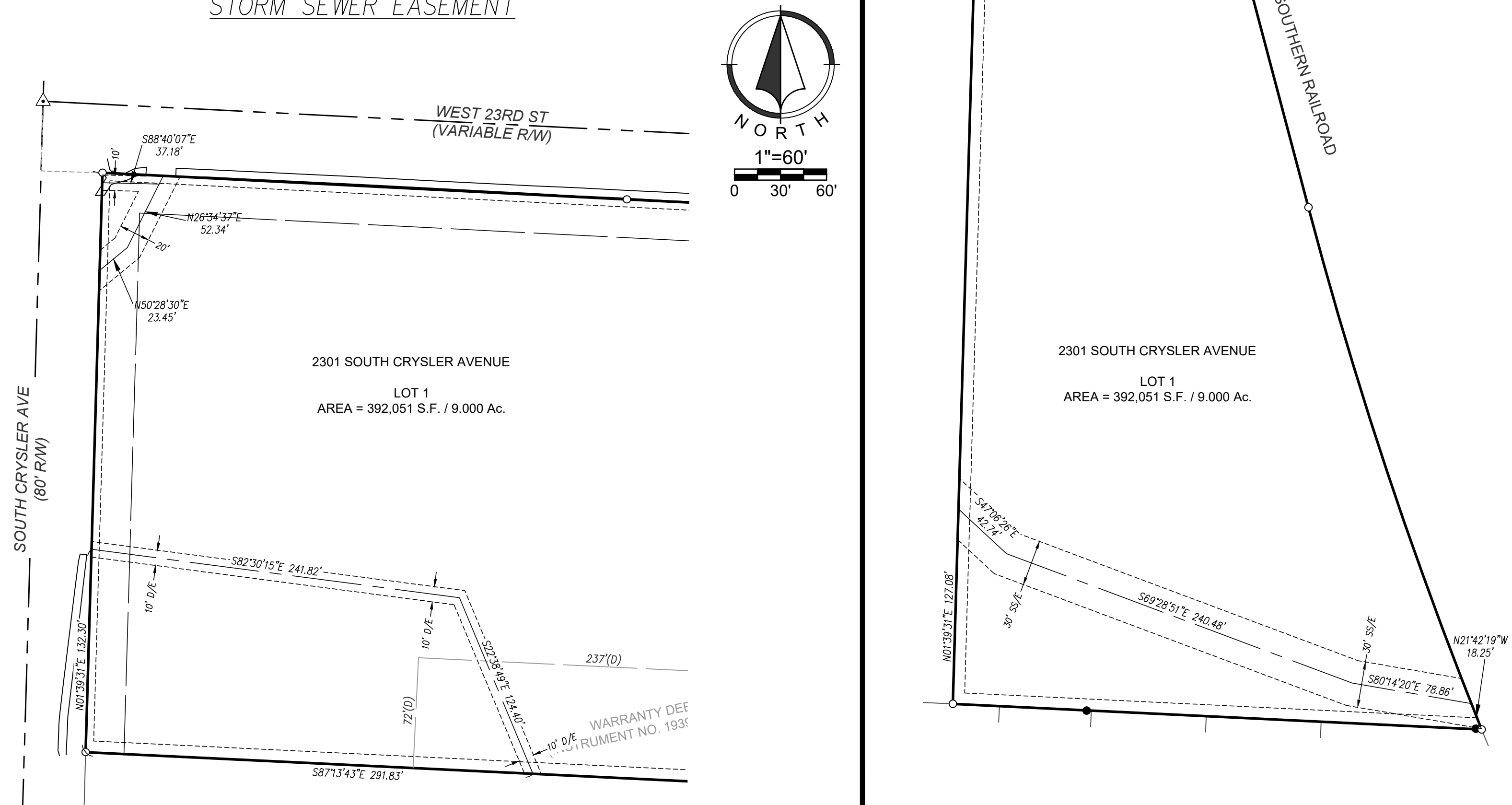
SANITARY SEWER EASEMENTS



ELECTRICAL POWER EASEMENTS

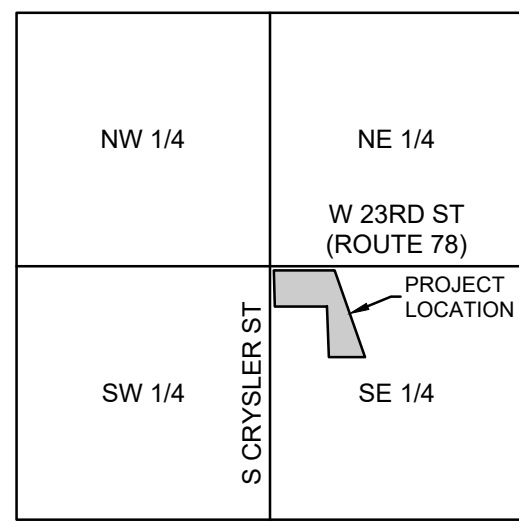


STORM SEWER EASEMENT



LEGEND:

- D/E DRAINAGE EASEMENT
SS/E SANITARY SEWER EASEMENT
U/E UTILITY EASEMENT



LOCATION MAP

SECTION 10-T49N-R32W
Scale 1" = 2000'

I hereby certify that this Boundary Survey is based upon an actual field survey performed by me or under my direct supervision during August 2024, and that said survey meets or exceeds the current Missouri Standards for Property Boundary Surveys, urban type property, as established by the Missouri Board for Architects, Professional Engineers, Professional Land Surveyors and Professional Landscape Architects and the Department of Agriculture Land Survey Program of the State of Missouri.

DRAFT COPY

Randy G. Zerr, Missouri PLS-2018016442
RIC MO CLS-2011003572
rzerr@ric-consult.com

CRYSLER STADIUM

Prepared For:
CITY OF INDEPENDENCE
C/O JIM HOLT CAMP
111 EAST MAPLE AVENUE
INDEPENDENCE, MISSOURI 64050



102 Abbie Avenue
Kansas City, Kansas 66103
913.317.9500
www.ric-consult.com

Date of Preparation:
AUGUST, 2024

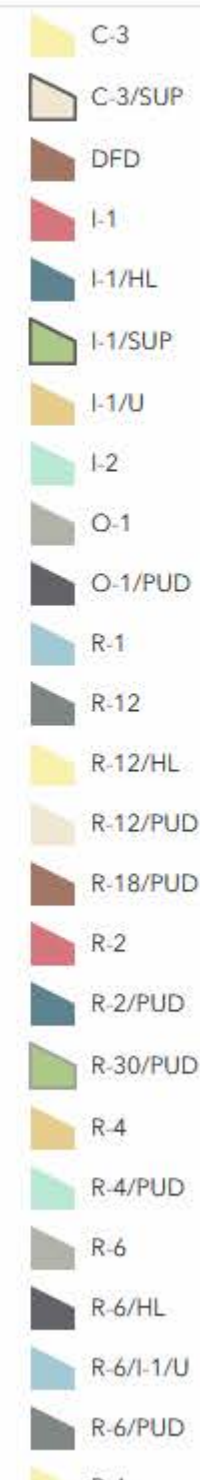
Revised:
SEPTEMBER, 2024

Certificates of Authorization:
Missouri CLS-2011003572; Kansas CLS-234

Fire Districts



11
12
13
14
15
16





Planning Commission Minutes

November 19, 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 11/19/2024, 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 - .

CONSENT AGENDA

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

Commissioner Nesbitt requested to pull Case 24-320-08 from the Consent Agenda.

1. Planning Commission Minutes – October 29, 2024

Motion

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

2. Case 24-320-08 – Final Plat – McBee Acres – A request for Final Plat approval for McBee Acres generally located at the northwest corner of US 24 and Salem Drive.

In response to Commissioner Nesbitt's question, Gabe Glaser advised parking was addressed in the conditions.

Motion

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

PUBLIC HEARINGS

1. **Continued 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.

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.

In response to Commissioner Nesbitt's question, Mr. Harker advised that there's a piece of City property between the right-of-way and the subject property. Commissioner Ashbaugh asked if the City maintains that piece of property between this development and the right-of-way. Mr. Arroyo stated he believes the City maintains the property and will continue to maintain the property.

Commissioner Nesbitt stated he would like to see electric vehicle charging stations required and questioned why we're allowing so few parking spots. Mr. Arroyo said electric vehicle charging stations are not required and there are challenges in requiring those with apartment buildings.

Mr. Arroyo stated the developer provided a plan that shows their anticipated parking needs and noted visitors wouldn't be able to park on the major streets around this development. Mr. Arroyo noted the parking ratio is 1.64 per unit.

Commissioner Nesbitt questioned why new apartments are being proposed when the Housing Study said the City no longer needs apartments. Mr. Arroyo stated the update to the Housing Study showed the City could use around 650 units before we reach saturation.

In response to Chairwoman Wiley's question, Mr. Arroyo stated they believe this development will be similar in height to the existing Pepperwood Apartments.

Applicant Comments

Clint Burkdoll, Olathe, KS, stated they're a local developer and said they would be willing to add some electric vehicle charging stations. He also noted they would be willing to mow the piece of City property. Mr. Burkdoll stated the site is steep and there are challenges with the topography, which is why it hasn't been developed yet.

Jason Osborne, Rosemann & Associates, 1526 Grand Blvd, Kansas City, said the garages will

hold standard trucks. Mr. Osborne said these would be market rate apartments and based their parking plan on existing developments.

In response to Commissioner Ashbaugh's question, Mr. Osborne stated they plan to have a valet trash service.

Public Comments

No public comments.

Commissioner Comments

Commissioner Nesbitt stated he would like a condition added that requires electric vehicle charging stations.

Motion

Commissioner Edward Nesbitt made a motion to approve the case, with conditions as outlined by staff and the added condition from Commissioner Nesbitt. Commissioner Dan O'Neill seconded the motion. The motion was approved Yes 7, No 0, Abstained 0.

2. **Continued Case 24-100-24 – Rezoning – 2131 S. Scott Avenue** – A request by Andrew Rocco Mazzella to rezone the property from R-12 (Two-Family Residential) to C-2 (General Commercial).

Staff Presentation

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

In response to Commissioner O'Neill's question, Mr. Harker stated it's a cleaning business.

Applicant Comments

Erwin Gard, 1040 SW Luttrell, Blue Springs, stated he's representing the applicant. Mr. Gard stated he believes the business does not store cleaning chemicals, but sells the cleaning supplies.

In response to Chairwoman Wiley's question, Mr. Gard said they will improve the sidewalk, curb and gutter along Scott and 23rd Street and noted the gravel will be removed.

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.

3. **Continued Case 24-100-25 – Rezoning – 2301 S. Chrysler Avenue** – A request by the City to rezone the property from I-1 (Industrial) and R-6 (Single Family Residential) to R-6 (Single Family Residential).

Staff Presentation

Brian Harker presented updates for this case. He provided the Commission with a background on the use of the stadium. Mr. Harker stated in 2023, the Independence School District entered into a lease with the City and Van Horn High School baseball team started using the facility.

The Independence School District has invested funds to improve the property and seeks to enter into a Development Agreement with the City to continue use of the facility.

Public Comments

Beverly Lentz, 1208 W 24th St S, expressed concerns about environmental impact and the homeless population in that area.

Commissioner Comments

In response to Chairwoman Wiley's question, Mr. Harker confirmed this is a corrective rezoning so that both plots are zoned the same and will have the same address. Chairwoman Wiley thanked staff for answering all the questions that were presented at the last meeting.

Motion

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

4. **Case 24-100-26 – Rezoning – 17200 E. Medical Center Pkwy, 17203 & 17221 E. 23rd Street** – A request by the City to rezone the property from R-30/PUD (High Density Residential/Planned Unit Development) 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.

Public Comments

Natalie Sevy, 17208 E 23rd St, stated she owns a property across the street from the Independence Utilities Center. She stated if there is going to be a jail on this property, she is opposed to this change.

Mr. Glaser noted this is a rezoning request and is not related to a future use of this property.

Motion

Commissioner Dan O'Neill made a motion to approve the case. Commissioner Edward Nesbitt

seconded the motion. The motion was approved Yes 7, No 0, Abstained 0.

OTHER BUSINESS

1. Training provided by Lauber Law

Jeremy Lauber provided training to the Planning Commission.

ROUNDTABLE - NEXT MEETING DECEMBER 10, 2024

Staff noted we currently don't have any cases for the December 10, 2024 Planning Commission meeting and we anticipate canceling that meeting.

ADJOURNMENT

The meeting was adjourned at 8:38 p.m.

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

24-123 **1R** An ordinance amending the Unified Development Ordinance, Chapter 14, of the Independence City Code pertaining to trash haulers. **1R**

Recommendations:

Commissioner Nesbit made a motion to recommend approval of case 24-175-08, UDO Amendment #71 Trash Haulers.

A second to the motion was made by Commissioner Ashbaugh. The Independence Planning Commission voted as follows:

Commissioner Ashbaugh – Yes

Commissioner Ferguson – Yes

Commissioner Nesbitt – Yes

Commissioner O'Neill – Yes

Commissioner Torres - Yes

Commissioner L. Wiley – Yes

Commissioner Young - Yes

The motion passed and the application is forwarded to the City Council for its consideration. Staff recommends approval of this application.

Background:

The City proposes Amendment #71 to the Unified Development Ordinance (UDO) pertaining to Trash Haulers.

PROPOSAL:

When the UDO was adopted in 2009, there were no use regulations within Chapter 14 of the City Code for uses related to trash haulers or as reference within the code as refuse collection. Currently, only Chapter 19 – Transportation Article 5, outlines the application process for those wishing to operate a refuse collection business by obtaining a certificate of public convenience and necessity.

The intent of this proposed amendment is to include use regulations for refuse collection business in Chapter 14 of the UDO.

This proposed amendment allows refuse collectors within the Industrial I-1 and I-2 zoning districts with the application of a Special Use permit as proposed in Section 14-302.

Included with this amendment is proposed Section 14-200-06 which provides a definition of Refuse Collectors.

Lastly, a new section, 14-428, has been proposed under Chapter 14, Article 4. This section

provides the applicability, and procedures and standards for application of a refuse collection business use.

Staff believes these proposed amendments will better serve our community and better regulate these uses.

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

Emergency Justification:

Fiscal Impact:

Council Action:

Department / Contact	Community Development /
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REVIEWERS

Tom Scannell
Jeremy Cover
Zachary Walker
Susanne Holland

ATTACHMENTS:

1. Draft Ordinance 24-175-08 Trash Haulers
2. Staff Report UDO Amendment #71 Trash Haulers
3. 14-200-06 Industrial Use Group
4. 14-302 - Industrial Districts
5. 14-428 - Refuse Collectors
6. Planning Commission Meeting Minutes 10-29-24

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE UNIFIED DEVELOPMENT ORDINANCE,
CHAPTER 14, OF THE INDEPENDENCE CITY CODE PERTAINING TO TRASH
HAULERS.

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 October 19, 2024, and rendered a report to the City Council recommending the text amendment to the UDO 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 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 14-200-06 of Chapter 14, Unified Development Ordinance, is hereby amended to read as follows:

“14-200-06 Industrial use group

14-200-06-I. Refuse Collectors. Uses that engage in the business of collecting, transporting, hauling, disposing of refuse over a regular route, operating inside the corporate limits of the City of Independence within or without the City. Refuse shall include putrescible animal or vegetable wastes resulting from the handling, preparation, cooking and the consumption of food; all solid wastes; small tree limbs, tree prunings, shrubbery trimmings, and small crating materials of wood and/or cardboard; brush, wood, cardboard boxes, heavy yard trimmings which cannot be conveniently cut into five foot lengths, discarded fence posts, old lumber, and other earthen, wooden or metal materials; all organic or inorganic matter, which has been discarded, damage thrown away or which no longer has value or use, or is inoperative or unworkable.”

SECTION 2. That Section 14-302 of Chapter 14, Unified Development Ordinance, is hereby amended to read as follows:

“14-302 Industrial DISTRICTS

14-302-03-G.Use Standards. The "use standards" column of Table 302-1 identifies use-specific standards that apply to some uses. Compliance with such standards is required. Variances to use standards are prohibited.”

Table 302-1 Industrial Districts Use Table				
P: Permitted	S: Special Use Permit Required	C: Conditional Uses		—: Not Allowed
<i>Use Category</i> <i>Specific use type</i>	Zoning District			Use Standards
	B-P/PUD	I-1	I-2	
INDUSTRIAL				
<u>Refuse Collectors</u>	=	S	S	<u>14-428</u>

SECTION 3. That a new Section 14-428 of Chapter 14, Unified Development Ordinance, is hereby added to read as follows:

“14-428 REFUSE COLLECTORS

14-428-01 Applicability

The standards of this article apply to refuse collectors, as defined by this ordinance with the exception of the following: businesses engaging in the local trucking of Roll-Off containers.

14-428-02 Procedure

The applicant shall file a special use permit application in conformance with the requirements of Section 14-704 and run concurrently with the Certificate of Public Convenience and Necessity in compliance with Chapter 19 Article 5. The application shall include, at a minimum, the information required by Chapter 19 Article 5 in addition to that required by Section 14-428-03.

14-428-03 Minimum Standards for refuse collectors

14-428-03-A. A development plan for the areas affected by the operation prepared by a registered professional engineer.

- 1. Boundaries of adjoining lands owned by persons other than the applicant and the existing uses of those lands.**
- 2. Present uses of the land.**
- 3. Location of all watercourses, bodies of water, green spaces, and public rights-of-way.**
- 4. A transportation study demonstrating truck routing and proposed mitigation measures for off-site street damage and traffic impacts**
- 5. Existing topography within the boundaries of the project area**
- 6. Proposed topography of land**
- 7. The proposed location of future roads, private or public, drainage courses and other proposed improvements.**

8. **Such other information as the approval authority may require and which examination of the application may reveal to be necessary in order to determine that the proposed operation will comply with the requirements of this ordinance.**
9. **Compliance with the Nonresidential Design Standards in Section 14-506 of this ordinance.**
10. **Compliance with Development Standards of Chapter 14 Article 5.**
11. **Proof of compliance with all applicable Federal and State regulations”**

SECTION 4. That all other parts and provisions of the City Code shall be in full force and effect unless previously or subsequently amended or repealed.

SECTION 5. That correction of any scriveners’ errors identified within these articles are hereby authorized by this ordinance.

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

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

ATTEST:

City Clerk

APPROVED AS TO FORM AND LEGALITY:

City Counselor

REVIEWED BY:

City Manager

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

MEETING DATE: October 29, 2024

STAFF: Rick Arroyo, Assistant Community Development Director

PROJECT NAME: UDO Amendment #71

CASE NUMBER / REQUEST: **Case 24-175-08 – UDO Amendment #71 – Trash Haulers** – The City proposes Amendment #71 of the Unified Development Ordinance pertaining to Trash Haulers.

APPLICANT: City of Independence

PUBLIC NOTICE:

- Public notice published in Independence Examiner – October 12, 2024

FURTHER ACTION:

Following action by the Planning Commission, this UDO Amendment is scheduled for first reading by City Council on December 2, 2024 and the public hearing/second reading on December 16, 2024.

RECOMMENDATION

Staff recommends **APPROVAL** of the proposed amendment to the Unified Development Ordinance.

PROJECT DESCRIPTION & BACKGROUND INFORMATION

PROJECT DESCRIPTION:

The City proposes Amendment #71 to the Unified Development Ordinance (UDO) pertaining to Trash Haulers.

BACKGROUND & HISTORY:

When the UDO was adopted in 2009, there were no use regulations within Chapter 14 of the City Code for uses related to trash haulers or as reference within the code as refuse collection. Currently, only Chapter 19 – Transportation Article 5, outlines the application process for those wishing to operate a refuse collection business by obtaining a certificate of public convenience and necessity.

The intent of this proposed amendment is to include use regulations for refuse collection business in Chapter 14 of the UDO.

This proposed amendment allows refuse collectors within the Industrial I-1 and I-2 zoning districts with the application of a Special Use permit as proposed in Section 14-302.

Included with this amendment is proposed Section 14-200-06 which provides a definition of Refuse Collectors.

Lastly, a new section, 14-428, has been proposed under Chapter 14, Article 4. This section provides the applicability, and procedures and standards for application of a refuse collection business use.

Staff believes these proposed amendments will better serve our community and better regulate these uses.

EXHIBITS

1. Proposed 14-200-06 Industrial Use Group
2. Proposed 14-302 Industrial Districts
3. Proposed 14-428 Refuse Collectors

14-200-06 Industrial use group

The industrial use group includes uses that produce goods from extracted materials or from recyclable or previously prepared materials, including the design, storage and handling of these products and the materials from which they are produced. It also includes uses that store or distribute materials or goods in large quantities. The industrial use group includes the following use categories:

14-200-06-A.Junk/Salvage Yard. An open area where waste or scrap materials are bought, sold, exchanged, stored, baled, packed, disassembled, or handled, including but not limited to scrap iron and other metals, rags, and rubber tires. A junk or salvage yard includes an auto wrecking yard, but does not include waste-related uses or recycling facilities.

14-200-06-B.Manufacturing, Production and Industrial Services.

1. **Artisan.** On-site production of goods by hand manufacturing, involving the use of hand tools and small-scale, light mechanical equipment. Typical uses include woodworking and cabinet shops, ceramic studios, jewelry manufacturing and similar types of arts and crafts or very small-scale manufacturing uses that have no negative external impacts on surrounding properties.
2. **Computer Product Manufacturing.** Establishments that primarily build computers, computer peripherals, audio and video equipment and similar electronic products but not the manufacture of raw materials.
3. **Light.** Manufacturing of finished parts or products, primarily from previously prepared materials. Typical uses included building computers, computer peripherals, communications equipment, and similar electronic products but not the manufacture of raw materials. Assembly of electrical equipment, appliances and other manufacturing and production that typically have no negative external impacts on surrounding properties.
4. **Limited.** Manufacturing of finished parts or products, primarily from previously prepared materials. Typical uses include: printing and related support activities; machinery manufacturing; food manufacturing; computer and electronic product manufacturing/assembly; electrical equipment, appliance, component manufacturing/assembly; furniture and related product manufacturing/assembly; and other manufacturing and production establishments that typically have very few, if any, negative external impacts on surrounding properties.
5. **General.**
 - (a) Manufacturing of finished or unfinished products, primarily from extracted or raw materials, or recycled or secondary materials, or bulk storage and handling of such products and materials. Typical uses include: textile mills; textile product mills; apparel manufacturing; leather and allied product manufacturing; wood product manufacturing; paper manufacturing; chemical manufacturing; plastics and rubber products manufacturing; nonmetallic mineral product manufacturing; transportation equipment manufacturing; primary metal manufacturing; and fabricated metal product manufacturing.
 - (b) Industrial service firms engaged in the repair or servicing of industrial or commercial machinery, equipment, products or by-products. Typical uses include: welding shops; machine shops; industrial tool repair; fuel oil distributors; solid fuel yards; laundry, dry-cleaning and carpet cleaning plants; and photofinishing laboratories. Excludes uses classified as "repair or laundry services."
6. **Intensive.** Examples include manufacturing of acetylene, cement, lime, gypsum or plaster-of-Paris, chlorine, corrosive acid or fertilizer, insecticides, disinfectants, poisons, explosives, paint,

lacquer, varnish, petroleum products, coal products, plastic and synthetic resins and radioactive materials. Also includes smelting, animal slaughtering and oil refining.

14-200-06-C.Mining/Excavation. Mining or extraction of mineral or aggregate resources from the ground for off-site use. Examples include quarrying or dredging for sand, gravel or other aggregate materials; mining; and oil and gas drilling.

14-200-06-D.Recycling Service. Any building, portion of building or area in which recyclable material is collected, stored, or processed for the purpose of marketing the material for use as raw material in the manufacturing process of new, reused or reconstituted products. The stripping, dismantling or scrapping of motor vehicles or related equipment is considered a junk or salvage yard operation and not a recycling service.

1. **Limited.** A recycling facility in which recyclable materials are temporarily stored or collected, or processed by manual separation. (Note: consumer-oriented collection boxes for newspapers, cans and glass items are considered an accessory use and may be allowed in any zoning district.)
2. **General.** A recycling facility that, in addition to any activity permitted as part of a limited recycling service, engages in processing of recyclable materials such as cleaning, bundling, compacting or packing of recyclable materials.

14-200-06-E.Self-Storage Facility, Outdoor. Storage or warehousing service within a building for individuals to store personal effects and for businesses to store materials for operation of an industrial or commercial enterprise elsewhere, where such storage space is not used for any retail, manufacturing, wholesale, business, or service use.

Self-Storage Facility, Indoor. A fully enclosed self-storage facility with independent, enclosed units for individuals to store personal effects and for businesses to store materials for operation of an industrial or commercial enterprise located elsewhere, where such storage spaces are not used for any retail, manufacturing, wholesale, business, or service use.

14-200-06-F.Warehousing, Wholesaling and Freight Movement. Storage, wholesale sales and distribution of materials and equipment. Typical uses include storage warehouses, moving and storage firms, trucking or cartage operations, truck staging or storage areas, wholesale sales of materials and equipment to parties other than the general public.

14-200-06-G.Wholesaling and Warehousing. Wholesale sales, storage and distribution of materials and equipment to the public and to parties other than the general public.

14-200-06-H.Waste-Related Use. Uses that receive solid or liquid wastes or recyclable material from others for transfer to another location and use that collect sanitary wastes or recyclable material or that manufacture or produce goods or energy from the composting of organic material.

14-200-06-I.Refuse Collectors. Uses that engage in the business of collecting, transporting, hauling, disposing of refuse over a regular route, operating inside the corporate limits of the City of Independence within or without the City. Refuse shall include putrescible animal or vegetable wastes resulting from the handling, preparation, cooking and the consumption of food; all solid wastes; small tree limbs, tree prunings, shrubbery trimmings, and small crating materials of wood and/or cardboard; brush, wood, cardboard boxes, heavy yard trimmings which cannot be conveniently cut into five foot lengths, discarded fence posts, old lumber, and other earthen, wooden or metal materials; all organic or inorganic matter, which has been discarded, damage thrown away or which no longer has value or use, or is inoperative or unworkable.

(Ord. No. 18395; Ord. No. 19207, § 1, 4-19-2021; Ord. No. 19358, § 1, 8-1-2022)

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(Supp. No. 6)

14-302 INDUSTRIAL DISTRICTS

14-302-01 Districts

14-302-01-A.List. The city's industrial zoning districts are listed below. When this development ordinance refers to "industrial" zoning districts or "I" districts, it is referring to these districts.

Map Symbol	District Name
B-P/PUD	Business Park
I-1	Industrial
I-2	Heavy Industrial

(Ord. No. 19207, § 3, 4-19-2021)

14-302-02 Purpose

14-302-02-A.General. Independence's industrial (I) zoning districts are intended to accommodate business, manufacturing, warehousing, wholesale and industrial uses. The regulations are intended to promote the economic viability of manufacturing and industrial uses, encourage employment growth, and limit the encroachment of unplanned residential and other non-industrial development into industrial areas.

14-302-02-B.B-P/PUD District The B-P district is primarily intended to be attractive and appropriate locations for low-impact business and employment uses in a campus-like setting, typical of modern business and industrial parks. This zoning is intended to allow a mix of office, light assembly and manufacturing with limited retail service uses in a planned business park setting. This district is designed to provide for low density, high quality development with open spaces and increased amenities. The planned unit development (PUD) is to accommodate innovative development proposals or unique site conditions that cannot be readily addressed by other available development options. Planned unit development regulations are included in Article 14-902.

14-302-02-C.I-1 District. The I-1 district is primarily intended to accommodate low-, moderate-impact service industrial uses.

14-302-02-D.I-2 District. The I-2 district is primarily intended to accommodate high-impact industrial uses.

(Ord. No. 19207, § 3, 4-19-2021)

14-302-03 Uses

14-302-03-A.Use Table. Uses are allowed in I zoning districts in accordance with Table 302-1, below.

14-302-03-B.Use Classification System. For the purpose of this development ordinance, uses are classified into "use groups," "use categories," and "specific use types." These are described and defined in Article 14-200. The first column of Table 302-1 lists the groups, categories and types allowed in one or more I districts.

14-302-03-C.Permitted Uses. Uses identified with a "P" in Table 302-1 are permitted as-of-right in the subject zoning district, subject to compliance with all other applicable standards of this development ordinance.

14-302-03-D. Permitted Uses with Minimum Use Standards. Uses identified with a "C" in Table 302-1 are permitted as-of-right in the subject zoning district, subject to compliance with the Use Standards referenced in the right column of Table 302-1, and all other applicable standards of this development ordinance.

14-302-03-E. Special Uses. Uses identified with an "S" in Table 302-1 may be allowed if reviewed and approved in accordance with the special use procedures of Article 14-704.

14-302-03-F. Prohibited Uses. Uses not listed and those identified with a "—" are expressly prohibited.

14-302-03-G. Use Standards. The "use standards" column of Table 302-1 identifies use-specific standards that apply to some uses. Compliance with such standards is required. Variances to use standards are prohibited.

Table 302-1 Industrial Districts Use Table					
P: Permitted		S: Special Use Permit Required		C: Conditional Uses	—: Not Allowed
Use Category Specific use type	Zoning District			Use Standards	
	B-P/PUD	I-1	I-2		
PUBLIC/CIVIC					
College/University	C	C	—	14-407	
Day Care	C	C	—	14-401	
Detention/Correctional Facility	—	—	S	14-407, 14-415	
Government Buildings/Facilities	P	P	P		
Hospital	C	—	—	14-407	
Religious Assembly	P	P	P		
Safety Service	C	C	—	14-407	
Utilities and Services					
Basic, minor	P	P	P		
All other utilities and services	P	P	P		
COMMERCIAL					
Animal Service					
Sales and grooming	—	—	—		
Shelter or boarding	—	P	—		
Veterinary	P	P	—		
Stable	—	P	—		
Artist Work Space	P	P	—		
Building Maintenance Service	P	P	—		
Business Equipment Sales and Service	P	P	—		
Business Support Service					
Day labor employment agency	—	P	—		
Employment agency	P	P	—		
All other business support service	P	P	—		
Carpet and Floor Covering Stores	P	—	—		
Communication Service	P	P	P		
Computer Product Manufacturing	P	—	—		
Conference and Retreat Center	P	—	—		
Construction Services					
No outdoor storage of equipment or materials	P	P	—		
With outdoor storage of equipment and materials	—	C	—	14-503	
Data Processing and Hosting	P	—	—		
Gasoline and Fuel Sales	C	C	—	14-403	

Health Club and Gyms	P	—	—	
Hotel	P	—	—	
HVAC and Electrical Equipment	P	—	—	
Marijuana Facilities				
Comprehensive marijuana cultivation facility	—	C	—	14-421
Medical marijuana cultivation facility	—	C	—	14-421
Comprehensive marijuana dispensary facility	—	—	—	14-421
Medical marijuana dispensary facility	—	—	—	14-421
Microbusiness dispensary	—	—	—	14-421
Medical marijuana infused products manufacturing facility	—	C	—	14-421
Comprehensive marijuana infused products manufacturing facility	—	C	—	14-421
Marijuana testing facility	C	C	—	14-421
Medical Services	P	—	—	
Office	P	P	—	
Parking, Non-accessory	P	P	P	
Repair or Laundry Service	P	P	—	
Research and Development	P	—	—	
Restaurants Sit-Down	P	—	—	
Retail Sales [1]	P	—	—	
Sports and Recreation, Participant				
Indoor	P	P	P	
Outdoor	—	—	—	
Vehicle Sales and Service				
Car wash/cleaning service	—	P	—	14-413
Heavy equipment sales/rental	—	P	—	
Motor vehicle repair, limited	—	C	—	14-418
Motor vehicle repair, general	—	C	—	14-418
All other vehicle sales/service	—	C	—	14-409
Vehicle Storage and Towing				
Vehicle storage/tow lots	—	C	—	14-408
Tow lot, limited	—	C	—	14-408
Tow service dispatch center	—	C	—	14-408
INDUSTRIAL				
Junk/Salvage Yard	—	—	—	
Manufacturing, Production and Industrial Service				
Artisan	P	P	—	
Light	P	P	—	
Limited	—	P	—	
General	—	P	P	
Intensive	—	—	S	
Mining/Excavation	—	—	S	14-414
Recycling Service				
Limited	—	P	P	
General	—	P	P	
Self-Storage Facility, Indoor	—	C	—	14-423

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(Supp. No. 6)

Self-Storage Facility, Outdoor	—	C	—	14-423
Warehousing, Wholesaling, Freight Movement				
Indoor	—	C	C	14-503
Outdoor	—	C	C	14-503
Wholesaling and Warehousing				
Indoor	C	—	—	14-302-04-B
Waste-related Use	—	—	—	
Refuse Collectors	—	<u>S</u>	<u>S</u>	14-428
OTHER				
Agriculture, Crop	P	P	—	
Agriculture, Urban				
Home Garden	P	P	P	
Community Garden	C	C	C	14-417
Wireless Communication Facility				
Cellular towers	C	C	C	14-410
Non-cellular towers (television, radio, microwave)	S	S	S	14-410
Outdoor Advertising	—	S	—	14-406

Notes to Table 302-1:

[1] Retail sales establishments may not exceed 5,000 square feet (gross floor area). Sales include commodities manufactured, processed, fabricated, assembled, warehoused or stored on the premises. Business machines or office supplies; sales and repair. Appliances; sales and repair. Electronics; sales and repair.

[2] Car wash cleaning services not allowed in BP.

(Ord. No. 17446; Ord. No. 17534; Ord. No. 17642; Ord. No. 17727; Ord. No. 17782; Ord. No. 17942; Ord. No. 17988; Ord. No. 18790; Ord. No. 19023; Ord. No. 19089; Ord. No. 19207, § 3, 4-19-2021; Ord. No. 19358, § 4, 8-1-2022; Ord. No. 19430, § 3, 4-17-2023)

14-302-04 Lot and building standards

14-302-04-A. Basic Standards. All development in I districts must comply with the lot and building standards of Table 302-2, except as otherwise expressly provided. Rules for measuring compliance with the lot and building standards established in Table 302-2 and applicable exceptions to the standards can be found in Article 14-202.

Table 302-2 Lot and Building Standards (I Districts)			
	B-P/PUD	I-1	I-2
Lot Size			
Min. lot area (square feet)	[2]	None	None
Min. lot width (feet)	[2]	None	None
Min. Exterior Setback			
Abutting residential district (feet)	100	25	25
Not abutting R district	25	25	25
Min. Interior Setback	25[1]	25[1]	35
Building Coverage			
Maximum (%)	[2]	50	50

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Height			
Maximum	65	None	None

Notes to Table 302-2

- [1] Interior setbacks are required only when an I-zoned lot abuts an R-zoned lot. In such cases, the I-zoned lot must provide a minimum setback of 25 feet or the minimum setback required on the R-zoned lot, whichever provides the greater setback.
- [2] For Business Park PUD District standards, reference Article 14-302-04-D.

14-302-04-B.Warehousing in B-P Districts. Warehousing is limited to 50 percent of gross floor area. Buildings shall be designed in a manner that loading docks and dock doors are facing interior of the development. No loading dock shall be permitted to face any street. Other exterior service areas should be screened by either a building or screening wall that is integrated into the building design to not be noticeably visible to other zoning districts.

14-302-04-C.Development and Performance Standards in BP/PUD Districts.

1. Buildings should be designed in an attractive and interesting manner to define the image of the community with building materials and colors carried throughout the development area. Designs should provide visual interest and variety yet be consistent with the architectural character of the area.
2. Building facade materials shall consist of quality materials as noted in Article 14-506-01-B and meet the requirements of Article[s] 14-506-03-A [and] 14-506-01-C. Architectural details such as texture, pattern, color and building form used on the front facade shall be incorporated on all building facades.
3. All operations shall be conducted within a fully enclosed building and there shall be no overnight tractor trailer parking.
4. There shall be no outside storage of trailers, materials, products, or equipment, other than in trash receptacles which must be completely screened utilizing the same building materials as the main building, unless such outside storage is specifically approved as part of the development plan.
5. Any lighting used to illuminate an off-street parking area, sign or other structure shall be arranged as to deflect light away from any adjoining residentially zoned property or from public streets. Direct or sky-reflected glare, from floodlights or from high-temperature processes such as combustion or welding, shall not be directed into any adjoining property. The source of lights shall be hooded or controlled. Bare incandescent or LED light bulbs shall not be permitted in view of adjacent property or public right-of-way. Any light or combination of lights that cast light on a public street shall not exceed seven lux as measured from the center line of the street. Any light or combination of lights that cast light on adjacent residentially zoned property shall not exceed two lux (Article 14-508-6) as measured from said property line. A photometric plan shall be provided and prepared by a lighting professional, professional engineer, architect or landscape architect.
6. A grounds maintenance and management plan and recorded covenants shall be submitted for approved that includes but not limited to irrigation sprinkler systems and landscaping maintenance and replacement.
7. A Business Park shall be developed by a single entity. Lots may be sold to separate users but the sale of lots must be accompanied by protective covenants assuring a high level of architecture, and site improvements in concurrence with the standards set forth in this code. The covenants shall include continued maintenance and at minimum have property owners' association, provisions for maintenance of individual sites and common areas, standards for finishing of buildings, and design

standards for signs. Such covenants shall be submitted with the application for a Business Park PUD zoning classification.

14-302-04-D.Development Dimensional Standards in BP/PUD Districts.

1. Minimum development size shall be 15 acres with minimum lot sizes of one acre.
2. Sites shall be limited to the lesser of five stories or 65 feet in height.
3. The floor area ratio (FAR) which is the number of square feet in a building divided by the square footage of the building lot shall be 0.25.
4. The maximum impervious cover, which means the total area of any surface that prevents the infiltration of water into the ground, such as roads, parking areas, concrete and buildings, shall not exceed 60 percent of the building lot with the exclusion of sidewalks in public rights-of-way or multi-use trails on public land or in public easement.
5. Parking decks (parking structures with vehicles under cover) shall be designed with adequate ingress and egress and complement the scale and facade of the principle structure and shall not exceed the height of the principle structure.

(Ord. No. 19036; Ord. No. 19207, § 3, 4-19-2021)

14-302-05 Other applicable regulations

Uses and development in I districts are subject to other standards including the following:

14-302-05-A.Parking and Loading. (See Article 14-501).

14-302-05-B.Landscaping and Screening. (See Article 14-503).

14-302-05-C.Signs. (See Article 14-504).

14-302-05-D.Accessory Uses and Structures. (See Article 14-400).

14-302-05-E.Sidewalks. Sidewalks are required for all developments in I districts. Sidewalks must be installed in the public right-of-way on both sides of all streets and must be constructed in accordance with Chapter 20, the Public Works Manual.

14-302-05-F.Principal Buildings. Principal uses must meet the definition of a "building." The following may not be used as principal buildings: mobile homes, camper trailers, or portable facilities on skids, wheels, or other moveable devices.

14-428 REFUSE COLLECTORS

14-428-01 Applicability

The standards of this article apply to refuse collectors, as defined by this ordinance with the exception of the following: businesses engaging in the local trucking of Roll-Off containers.

14-428-02 Procedure

The applicant shall file a special use permit application in conformance with the requirements of Section 14-704 and run concurrently with the Certificate of Public Convenience and Necessity in compliance with Chapter 19 Article 5. The application shall include, at a minimum, the information required by Chapter 19 Article 5 in addition to that required by Section 14-428-03.

14-428-03 Minimum Standards for refuse collectors

14-428-03-A. A development plan for the areas affected by the operation prepared by a registered professional engineer.

1. Boundaries of adjoining lands owned by persons other than the applicant and the existing uses of those lands.
2. Present uses of the land.
3. Location of all watercourses, bodies of water, green spaces, and public rights-of-way.
4. A transportation study demonstrating truck routing and proposed mitigation measures for off-site street damage and traffic impacts
5. Existing topography within the boundaries of the project area
6. Proposed topography of land
7. The proposed location of future roads, private or public, drainage courses and other proposed improvements.
8. Such other information as the approval authority may require and which examination of the application may reveal to be necessary in order to determine that the proposed operation will comply with the requirements of this ordinance.
9. Compliance with the Nonresidential Design Standards in Section 14-506 of this ordinance.
10. Compliance with Development Standards of Chapter 14 Article 5.
11. Proof of compliance with all applicable Federal and State regulations



Planning Commission Minutes

October 29, 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 10/29/2024, 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 - .

CONSENT AGENDA

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

1. **Planning Commission Minutes – October 15, 2024**

Motion

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

CASE TO BE CONTINUED - STAFF RECOMMENDS THIS CASE BE CONTINUED TO THE NOVEMBER 19, 2024 MEETING.

1. **Case 24-100-24 – Rezoning – 2131 S. Scott Avenue** – A request by Andrew Rocco Mazzella to rezone the property from R-12 (Two-Family Residential) to C-2 (General Commercial).

Motion

Commissioner Edward Nesbitt made a motion to continue the case to the November 19, 2024 meeting. Commissioner Michael Young seconded the motion. The motion was approved Yes 7, No 0, Abstained 0.

2. **Continued 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 Edward Nesbitt made a motion to continue the case to the November 19, 2024 meeting. Commissioner Virginia Ferguson seconded the motion. The motion was approved Yes 7, No 0, Abstained 0.

PUBLIC HEARINGS

1. **Continued Case 24-100-17 – Rezoning – 18th Street** – A request by the City of Independence to rezone the properties at 10120, 10124, 10125, 10200, 10201, 10202, and 10205 E. 18th Street S. and 1802 S. Ash Avenue from C-2 (General Commercial) to R-6 (Single-Family Residential); 10321, 10323, 10325 and 10327 E. 18th Street S. from C-2 (General Commercial) to R-12 (Two-Family Residential); and 1803 S. Ash Avenue from C-2 (General Commercial) and R-12 (Two-Family Residential) 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.

Motion

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

2. **Case 24-100-25 – Rezoning – 2301 S. Chrysler Avenue** – A request by the City to rezone the property from I-1 (Industrial) and R-6 (Single Family Residential) to R-6 (Single Family Residential).

Staff Presentation

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

Commissioner Nesbitt expressed concern that this is a historic site for the City and questioned if it's considered historic. In response to Commissioner Nesbitt's question, Mr. Arroyo stated if the site is considered historic, any plans would have to go through the Heritage Commission. Mr.

Arroyo believes the school district plans to use the stadium and not tear it down. Commissioner Nesbitt stated he would like more details about their plans for this site.

Commissioner Ashbaugh questioned if the Parks Department is still providing upkeep of the property and if they're in favor of this rezoning. Mr. Arroyo said this request came from the City Manager's Office and the City is in favor of this rezoning. Commissioner Ashbaugh stated he would like to continue this case to get more information.

In response to Chairwoman Wiley's question, Mr. Harker noted the rezoning is not needed for a use change, it's only needed because each parcel can only have one zoning type, which this would correct.

Motion

Commissioner Eric Ashbaugh made a motion to continue this case to the November 19, 2024 meeting. Commissioner Edward Nesbitt seconded the motion. The motion was approved Yes 5, No 2, Abstained 0.

OTHER BUSINESS

1. **Case 24-175-08 – UDO Amendment #71 – Trash Haulers** – The City proposes Amendment #71 of the Unified Development Ordinance pertaining to Trash Haulers.

Staff Presentation

Rick Arroyo presented the case. He stated when the UDO was adopted in 2009, there were no use regulations within Chapter 14 of the City Code for uses related to trash haulers or as reference within the code as refuse collection. Currently, only Chapter 19 – Transportation Article 5, outlines the application process for those wishing to operate a refuse collection business by obtaining a certificate of public convenience and necessity. Mr. Arroyo said the intent of this proposed amendment is to include use regulations for refuse collection business in Chapter 14 of the UDO. He noted this proposed amendment allows refuse collectors within the Industrial I-1 and I-2 zoning districts with the application of a Special Use permit as proposed in Section 14-302. Mr. Arroyo stated a new section, 14-428, has been proposed under Chapter 14, Article 4. This section provides the applicability, and procedures and standards for application of a refuse collection business use. Staff believes these proposed amendments will better serve our community and better regulate these uses.

In response to Commissioner Nesbitt's question, Mr. Arroyo said current trash haulers would be grandfathered in and would not be required to get this permit.

Public Comments

No public comments.

Motion

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

2. **Training provided by Lauber Law**

Chairwoman Wiley noted that the training has been moved to the November 19, 2024 meeting.

ROUNDTABLE - NEXT MEETING NOVEMBER 19, 2024

Mr. Arroyo provided the Commission with information on the difference between Preliminary and Final Plats.

ADJOURNMENT

The meeting was adjourned at 6:47 p.m.

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

24-124 **1R** An ordinance calling for an election to authorize the issuance of General Obligation bonds for the City of Independence, Missouri. **1R**

Recommendations:

Staff recommends approval of the ordinance.

Background:

Missouri municipalities are authorized to issue general obligation bonds (“GO bonds”) pursuant to Article VI, Section 26(b) through (e) of the Missouri Constitution as well as Sections 95.115 to 95.130 of the Revised Statutes of the State of Missouri. GO bonds are a means to borrow money to generate revenue for acquisitions and construction projects. These bonds are secured by the full faith, credit, and taxing power of a municipality and are paid back through property taxes. GO bonds pay for capital projects and cannot be used for operational costs like salaries and supplies. In recent years, many Missouri municipalities in the Kansas City region have issued, or have received voter authorization to issue, GO bonds to address capital maintenance and improvements on at least one occasion, including cities such as Blue Springs, Lee’s Summit, Raytown, Liberty, Kansas City, Platte City, and Pleasant Hill.

Independence has been exploring and considering the use of General Obligation bonds for several years. This exploration can be traced as far back as November 28, 2016, when the City Council directed staff to prepare recommendations for steps the city can take to improve the level of dissatisfaction with maintenance of City assets as identified by the Cirizen Satisfaction Survey. In response, City staff prepared and presented a Deferred Maintenance Report in December 2016 detailing pending maintenance and improvement projects over the next 20 years that were either unfunded or deferred for an extended period due to the high demand for projects assigned to particular funding sources. The report estimated unfunded maintenance and improvement projects citywide totaling approximately \$903 million and provided several recommendations to address this backlog, including renewal of the one-half cent Street Sales Tax that was scheduled to sunset in 2018, evaluation of utility rate structures to ensure fair and adequate rates, and pursuit of one or more new revenue streams including a GO bond.

Accordingly, on August 8th, 2017, voters renewed the Street Sales Tax and made it perpetual until repealed. Additionally, electric, water, and sanitary sewer rates are routinely evaluated to ensure adequate revenue is produced to operate these utilities in a business-like manner. Finally, numerous reports, plans, and studies have continued to recommend the approval of a GO bond issue, including the Independence for All 2017-2021 Strategic Plan, 2018 Downtown Redevelopment Coordinating Committee Report, the 2023 City of Independence Action Plan, the 2024-2027 Independence City Council Strategic Agenda, and the Reshaping the Square Master Plan.

On August 5th, 2024, the Independence City Council approved Resolution 7031 appointing 21 individuals to the Independence General Obligation Bond Advisory Committee (the Committee) to review the necessity of a GO bond, the total bond issuance amount, the various categories to be included in a potential GO bond issuance, and the total allocation to each of the project categories. This committee met on August 14th, September 18th, October 2nd, October 16th, October 30th, and November 6th and included tours of various projects that might be funded by a GO bond issue, lengthy presentations to understand bond financing, a review of the City's credit rating and bonding capacities, sample bond amounts and financial implications for Independence taxpayers, an overview of past guiding documents, a review of previous citizen satisfaction surveys and other survey data, and detailed presentations from senior City staff regarding the needs within public facilities, streets, bridges, culverts, curbs, historical sites, animal shelter, and parks and recreation,

The Committee presented their final recommendations to the Independence City Council on November 12th, 2024. They determined that substantial evidence was presented indicating that successful communities periodically authorize the use of general obligation bonds to invest in themselves and that many of the City's proposed investments are significantly overdue. The Committee also stated that the City Council is best positioned to determine the appropriate allocation of funds to ensure maximum return on investment.

The City Council, after carefully considering the many infrastructure needs of the city, believes that the allocation of funds proposed in this ordinance represents the greatest opportunity to address the needs of the community and desires to call for an election in April 2025 to consider \$130 million for public safety needs, \$55 million for street-related needs, and \$12 million for park revitalization and historic site maintenance.

Emergency Justification:

Fiscal Impact:

If all three questions were approved, the City would be authorized to issue debt up to \$197 million. Assuming this full amount were issued, and assuming there was no change in the assessed valuation of property within the corporate limits of the City of Independence, the annual debt service comes to \$15.4 million. This amount would require a levy of approximately \$0.82 per \$100 of assessed valuation.

Council Action:

Department / Contact	City Manager /
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REVIEWERS

Jeremy Cover
Zachary Walker
Susanne Holland

ATTACHMENTS:

1. CM.April 2025 GO Bond Election - v2 (002) (003)
2. General Obligation Bond Committee Recommendations - Final for Study Session
3. Election-Calendar-2025
4. GO Bond Projects List Executive Summary

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE CALLING AN ELECTION TO AUTHORIZE THE ISSUANCE OF
GENERAL OBLIGATION BONDS FOR THE CITY OF INDEPENDENCE, MISSOURI.

WHEREAS, Missouri municipalities are authorized to issue general obligation bonds (“GO bonds”) pursuant to Article VI, Section 26(b) through (e) of the Missouri Constitution as well as Sections 95.115 to 95.130 of the Revised Statutes of the State of Missouri; and,

WHEREAS, GO bonds are a means to borrow money to generate revenue for acquisitions and construction projects; and,

WHEREAS, GO bonds are secured by the full faith, credit, and taxing power of a municipality and are paid back through property taxes; and,

WHEREAS, GO bonds pay for capital projects and cannot be used for operational costs like salaries and supplies; and,

WHEREAS, in recent years, many Missouri municipalities in the Kansas City region have issued, or have received voter authorization to issue, GO bonds to address capital maintenance and improvements on at least one occasion, including cities such as Blue Springs, Lee’s Summit, Raytown, Liberty, Kansas City, Platte City, and Pleasant Hill; and,

WHEREAS, on November 28, 2016, the City Council by consensus directed staff to prepare recommendations for steps the city can take to improve citizen satisfaction; and,

WHEREAS, the direction was prompted by the results of the 2016 Citizen Satisfaction Survey administered by ETC Institute and indicated a level of dissatisfaction with maintenance of City assets; and

WHEREAS, City staff prepared and presented a Deferred Maintenance Report in December 2016 detailing pending maintenance and improvement projects over the next 20 years that are either unfunded or deferred for an extended period due to the high demand for projects assigned to particular funding sources; and,

WHEREAS, the report estimated unfunded maintenance and improvement projects citywide totaled approximately \$903 million; and,

WHEREAS, the report provided several recommendations to address this backlog including renewal of the one-half cent Street Sales Tax that was scheduled to sunset in 2018, evaluation of utility rate structures to ensure fair and adequate rates, and pursual of one or more new revenue streams including a GO bond; and,

WHEREAS, on August 8th, 2017, voters renewed the Street Sales Tax and made it perpetual until repealed; and,

WHEREAS, electric, water, and sanitary sewer rates are routinely evaluated to ensure adequate revenue is produced to operate these utilities in a business-like manner; and

WHEREAS, numerous reports, plans, and studies have continued to recommend the approval of a GO bond issue including the Independence for All 2017-2021 Strategic Plan, 2018 Downtown Redevelopment Coordinating Committee Report, the 2023 City of Independence Action Plan, the 2024-2027 Independence City Council Strategic Agenda, and the Reshaping the Square Master Plan; and,

WHEREAS, on August 5th, 2024 the Independence City Council approved Resolution 7031 appointing 21 individuals to the Independence General Obligation Bond Advisory Committee (the Committee) to review the necessity of a GO bond, the total bond issuance amount, the various categories to be included in a potential GO bond issuance, and the total allocation to each of the project categories; and,

WHEREAS, the Committee met on August 14th, September 18th, October 2nd, October 16th, October 30th, and November 6th and included tours of various projects that might be funded by a GO bond issue, lengthy presentations to understand bond financing, a review of the City's credit rating and bonding capacities, sample bond amounts and financial implications for Independence taxpayers, an overview of past guiding documents, a review of previous citizen satisfaction surveys and other survey data, and detailed presentations from senior City staff regarding the needs within public facilities, streets, bridges, culverts, curbs, historical sites, animal shelter, and parks and recreation; and,

WHEREAS, the Committee presented their final recommendations to the Independence City Council on November 12th, 2024; and,

WHEREAS, the Committee determined that it was presented with substantial evidence indicating that successful communities periodically authorize the use of general obligation bonds to invest in themselves and that many of the City's proposed investments are significantly overdue; and,

WHEREAS, the Committee stated that the City Council is best positioned to determine the appropriate allocation of funds to ensure maximum return on investment; and,

WHEREAS, the City Council, after meeting on November 19th, 2024 and carefully considering the many infrastructure needs of the city, believes that the allocation of funds proposed in this ordinance represents the greatest opportunity to address the needs of the community; and,

WHEREAS, in accordance with Article 10 of the City Charter, the City's Interim Director of Finance has prepared and filed in the office of the City Clerk the debt statement attached hereto as Exhibit 3 (the "Debt Statement"); and,

WHEREAS, the City Council desires to approve the Debt Statement and proceed with calling an election on questions relating to the issuance of GO bonds;

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

SECTION 1. The City Council of the City of Independence, Missouri, finds it necessary and hereby declares its intent to borrow \$197,000,000 for the purposes described in the ballot questions below. The City Council hereby approves of the Debt Statement attached hereto as Exhibit 3. City Staff is directed to arrange for the publication of the Debt Statement in *The Examiner* at least two weeks prior to April 8, 2025.

SECTION 2. That an election is hereby called and shall be held on April 8, 2025, placing before the voters within the City of Independence the following questions in the following order:

GENERAL OBLIGATION BOND QUESTION NO. 1

Shall the City of Independence, Missouri, issue its general obligation bonds in the amount of \$130,000,000 for the purpose of acquiring, constructing, renovating, improving and equipping public safety buildings, facilities and grounds including constructing, improving and equipping a new justice center, demolishing existing law enforcement facilities housing functions that will be moved to the new justice center and preparing such sites for alternative uses, and acquiring, renovating and equipping an animal control facility?

GENERAL OBLIGATION BOND QUESTION NO. 2

Shall the City of Independence, Missouri, issue its general obligation bonds in the amount of \$55,000,000 for transportation purposes, including acquiring land and rights of way, and acquiring, constructing, reconstructing, repairing and improving streets, roads, bridges, culverts and sidewalks throughout the City?

GENERAL OBLIGATION BOND QUESTION NO. 3

Shall the City of Independence, Missouri, issue its general obligation bonds in the amount of \$12,000,000 for the purpose of renovating, improving and equipping parks and recreation buildings, facilities and grounds, including historic buildings and the Independence Athletic Complex?

SECTION 3. That the Notice of Election showing said questions, a copy of which is attached hereto and made part hereof as Exhibit 1, is hereby approved.

SECTION 4. That voter approval of the Bonds will authorize the levy and collection of an annual tax in addition to the other taxes provided for by law on all taxable tangible property in the City, sufficient to pay the interest and principal of the Bonds as they fall due and to retire the same within twenty (20) years from the date on which such Bonds are issued.

SECTION 5. That the City Clerk is hereby authorized and directed to notify the Board of Election Commissioners of Jackson County, Missouri and the Board of Election Commissioners of Clay County, Missouri, of the passage of this Ordinance no later than 5:00 P.M. on January 28, 2025, in accordance with laws applicable to this election.

SECTION 6. That any question(s) approved by the voters of the City at the April 8, 2025 election shall become effective immediately after certification of the election results.

SECTION 7. That this Ordinance shall be in full force from and after its passage and approval.

SECTION 8. That the City expects to make expenditures on and after the date of passage of this Ordinance in connection with the projects, and the City intends to reimburse itself for such expenditures with the proceeds of the Bonds described above. The maximum principal amount of Bonds expected to be issued for the Projects is set forth in Section 1.

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

EXHIBIT 1

PUBLIC NOTICE OF ELECTION FOR THE CITY OF INDEPENDENCE, MISSOURI

Public notice is hereby given to the qualified voters of the City of Independence, Missouri, that the Independence City Council has called an Election to be held Tuesday, April 8, 2025, commencing at six o'clock A.M. and closing at seven o'clock P.M., local time, on the questions contained in the following sample ballot:

OFFICIAL BALLOT

CITY OF INDEPENDENCE, MISSOURI

ELECTION

TUESDAY, APRIL 8, 2025

GENERAL OBLIGATION BOND QUESTION NO. 1

Shall the City of Independence, Missouri, issue its general obligation bonds in the amount of \$130,000,000 for the purpose of acquiring, constructing, renovating, improving and equipping public safety buildings, facilities and grounds including constructing, improving and equipping a new justice center, demolishing existing law enforcement facilities housing functions that will be moved to the new justice center and preparing such sites for alternative uses, and acquiring, renovating and equipping an animal control facility?

☐ YES ☐ NO

INSTRUCTIONS TO VOTERS:

Instructions to Voters: If you are in favor of the question, place an X in the box opposite "YES." If you are opposed to the question, place an X in the box opposite "NO."

GENERAL OBLIGATION BOND QUESTION NO. 2

Shall the City of Independence, Missouri, issue its general obligation bonds in the amount of \$55,000,000 for transportation purposes, including acquiring land and rights of way, and acquiring, constructing, reconstructing, repairing and improving streets, roads, bridges, culverts and sidewalks throughout the City?

☐ YES ☐ NO

INSTRUCTIONS TO VOTERS:

Instructions to Voters: If you are in favor of the question, place an X in the box opposite "YES."
If you are opposed to the question, place an X in the box opposite "NO."

GENERAL OBLIGATION BOND QUESTION NO. 3

Shall the City of Independence, Missouri, issue its general obligation bonds in the amount of \$12,000,000 for the purpose of renovating, improving and equipping parks and recreation buildings, facilities and grounds, including historic buildings and the Independence Athletic Complex?

☐ YES ☐ NO

INSTRUCTIONS TO VOTERS:

Instructions to Voters: If you are in favor of the question, place an X in the box opposite "YES."
If you are opposed to the question, place an X in the box opposite "NO."

The election will be held at the following polling places in the City:

PRECINCT

POLLING PLACE

DATED: _____, 202__.

Board of Election Commissioners of
Jackson County, Missouri

Board of Election Commissioners of
Clay County, Missouri

EXHIBIT 2

ESTIMATED EXPENDITURES OF GENERAL OBLIGATION BOND PROCEEDS

Project	Category Total	Total Amount by Question
Justice Center	\$127,000,000	
Animal Shelter Acquisition and Improvements	\$3,000,000	
Existing Law Enforcement Facility Demolition and Site Preparation	\$4,000,000	
<i>Sub-Total Question 1</i>		\$130,000,000
Street Construction & Overlay	\$30,000,000	
Sidewalks	\$10,000,000	
Bridges & Culverts	\$15,000,000	
<i>Sub-Total Question 2</i>		\$55,000,000
Park Revitalization	\$5,000,000	
Recreational Historic Sites	\$7,000,000	
<i>Sub-Total Question 3</i>		\$12,000,000
<i>General Obligation Plan Total</i>		\$197,000,000

EXHIBIT 3
DEBT STATEMENT

The aggregate principal amount of all outstanding general obligation bonds and notes of the City of Independence, Missouri (the "City") is as follows: \$-0-

Deductions, if any, permitted by the state constitution or law: -0-

The amount of the existing net general obligation indebtedness of the City: -0-

The amount of the net general obligation indebtedness of the City after the issuance of the bonds authorized by the bond ordinance authorizing questions for the April 8, 2025 election:

Question 1:	\$130,000,000
Question 2:	55,000,000
Question 3:	<u>12,000,000</u>
Total:	<u>\$197,000,000</u>

The assessed valuation of taxable tangible property within the City as shown by the last completed assessment for state and county purposes:	Jackson County: \$2,315,184,778
	Clay County: <u>58,611</u>
	Total: <u>\$2,315,243,389</u>

The aggregate principal amount of general obligation bonds and notes which the City may issue pursuant to the state constitution and law: \$463,048,677.80

Prepared by the Interim Director of Finance
of the City of Independence, Missouri

November 20, 2024

General Obligation Bond Recommendations

Introduction

The General Obligation Bond Committee (GOBC) was established by the Independence City Council action in August 2024. Each of the seven members of the City Council appointed three people to serve on the GOBC, so 21 people accepted the call to serve and were sworn in for this short-term appointment. The committee was comprised of citizens with diverse backgrounds. There were significant differences in the members' ages, length of time living in Independence, job status, household composition, neighborhood, sphere of influence, etc. Notably, the committee had very few members that represented diverse populations, like African Americans, Hispanic, other ethnic backgrounds, disability status, and LGBTQ+. We recommend that future engagement around the proposed projects be targeted at the many diverse populations that call Independence home.

The GOBC members clearly understood that all meetings were public and have been recorded for posterity. Throughout the process, the City Clerk and City staff advised the GOBC on how to conduct itself in accordance with sunshine laws and other applicable laws and regulations.

At the second meeting, Doug Cowan was elected chair, and GK Callahan was elected Vice Chair. Here is a summary of the activities that were undertaken:

- Tours of the Independence Police Department building, along with a detailed examination of structural and mechanical issues
- Tours of the Sermon Center, along with a detailed examination of structural and mechanical issues
- Tours of the shuttered Kentucky Road bridge adjacent to the Rock Creek Wastewater Treatment area
- Tours of the Independence Athletic Complex, along with explanations of enhancement opportunities
- Lengthy presentations to understand bond financing and how Missouri State statute governs municipalities' bonding practices
- Understanding cities' credit ratings
- Understanding the City of Independence's bonding capacities and historical practices
- Sample bond amounts and taxable implications for Independence taxpayers
- Detailed presentations from senior city staff regarding needs within public facilities, streets, bridges/culverts, sidewalks/curbs, historical sites, animal shelter, and parks and recreation

- Detailed presentations from senior city staff regarding programmatic and financial operations
- Overview of past guiding documents and city planning documents
- Review of citizen satisfaction surveys and other survey data
- Presentation on the redevelopment plan for Independence Square and an overview of this plan's alignment with the General Obligation Bond.

General Obligation Bond Legal Parameters

Missouri municipalities are authorized to issue general obligation bonds under Article VI, Section 26(b), (c), (d), and (e) of the Missouri Constitution and Sections 95.115 to 95.130, RSMo. The State of Missouri permits a city to incur GO bond indebtedness not to exceed 20% of the assessed valuation of taxable property. The total GO bond debt limit for 2024 in Independence is approximately \$440 million.

Under Missouri State Statutes, the City can appropriate 10% of its assessed valuation for constructing, reconstructing, repairing, and improving streets, roads, sidewalks, curbs, and bridges. Any combination of projects within this category may not exceed \$220,154,322.

The City is also authorized to issue 10% of its assessed valuation for all other public improvements. Any combination of projects within this category may not exceed \$220,154,322.

Recommendations

The committee strived for consensus in its recommendations. The rationale for that approach is to model our community's behavior as it tackles difficult questions. A community of 123,000+ people will never fully agree on any one strategy. Instead, it must focus on finding common ground on our shared values and work on meeting in the middle. For 57% or more of voters to approve an issue, voters must feel that plans are well-thought-out and carry strong public benefit.

The GOBC does not need to vote 21-0 to support issues; instead, we are making broad recommendations for the Council to consider and discern as you vote to place an issue on the ballot.

The committee concurs on these recommendations:

1. The City Council should ask voters to construct a new justice center consolidating all City policing functions on one campus at 23rd Street (MO-78 Highway) and R.D. Mize Road. **This was the committee's priority project of those presented and received the most consensus.** The benefits of consolidation are clear; our police operations will be streamlined and developed for the next 50 to 100 years. Consolidation will allow the City to dispose of some surplus property. A new campus will significantly assist with officer/staff recruitment and retention and better support continued population and

commercial growth on the City's east side. The City Council should consider asking voters to approve up to \$125,000,000 to fully fund all aspects of this project. It should incorporate strategies that transition the old campus and City Hall into space that is ready to develop following the Square Redevelopment Plan.

2. The City Council should ask voters to approve \$71,000,000-\$133,000,000 for much-needed and overdue upgrades to city streets, sidewalks, curbs, bridges, culverts, park facilities, and the animal shelter. (The range lies in the Council's decision to ask voters whether or not to construct a Recreation/Community Center – see chart on page 5). Independence's 1,200+ lane miles of roads must be repaired and replaced, and partnerships with our school districts will allow new sidewalk construction along arterial roads leading to elementary schools, ensuring public safety. Having four closed bridges is unacceptable, especially regarding public health and safety, and the City should replace them immediately. Our community treasures its animal shelter, and bond money should be spent permanently acquiring and upgrading it. Park facilities are critical for the health of our neighborhoods, and parks should be attractive, accessible, and accommodating. Furthermore, the GOBC believes that the City should invest and monetize the Independence Athletic Complex for economic development. Finally, but certainly not least, our community's historic sites need transformational repair to secure their cultural importance for the next generation.

- a. Regarding the Animal Shelter, the council and staff should proceed thoughtfully with the project due to the building's ownership status. We are confident that Independence residents want a substantial animal shelter, and we hope the City and Jackson County can work together to find a good solution.

3. Regarding the proposed Recreation/Community Center:

- a. There was no agreement on all facets of the proposed Recreation/Community Center, but the committee agreed on many things:
 1. Nearly all committee members acknowledge that these centers promote the health and well-being of residents.
 2. Nearly all committee members want Independence to have a high-quality center offering vibrant programming.
 3. Many members observed that other communities have increased their profile by offering residents amenities like recreation/community centers. These amenities can help keep families living in a community.
 4. Many committee members visited various Recreation/Community Centers in the Kansas City area and generally left with a positive impression of the facilities.

5. Nearly all committee members agree that the center's programmatic and financial pro forma need to be studied and refined. The center needs to ask itself, "What is my purpose?" The Council and staff should work with consultants to help define the need, opportunity, role in economic development and tourism, and programming.
 6. If structured appropriately, many committee members see a center as an economic development opportunity and a cornerstone of (re) developing Independence Square. However, others feel that different areas of town are better suited to host the site. Council and staff should study this issue further, including robust public engagement.
- b. Citizen input received during the GOBC's engagement suggests that staff clarify the space dedicated to (or not committed to) theater operations and other programming.
 - c. Council and staff should determine the center's viability of a public-private partnership.
 - d. The Council and staff should answer the lingering questions and create a more solidified plan before asking voters to approve a new recreation/community center bond issue.
 - e. Suppose the Council decides to wait before putting a Recreation/Community Center to the vote of the people. In that case, it should consider allocating funds to prepare the old City Hall and Justice Center site for development (grading, etc.). Many committee members shared that "leaving a hole" in the square could be economically damaging.
4. In keeping with the recommendations of the 2018 Downtown Redevelopment Coordinating Committee Report, the Council and staff should aggressively pursue grant and partnership money to defray costs. Furthermore, the messaging to the community should discuss what gaps bond financing addresses versus the City's recurring revenue streams, especially for police, parks, and street funding.

Because the Committee has strived for consensus, we have recommended a range of funding for the project categories to the City Council. The Committee encourages the Council to reallocate these funds among the various categories as deemed necessary but recommends that the total GO Bond plan fall within the range below (the original proposal that was shared with the Committee is included for reference):

Category	Original Plan	Option 1	Option 2
Justice Center	\$42M	\$125M	\$125M
Curbs & Sidewalks	\$20M	\$10M	\$20M
Streets	\$60M	\$30M	\$60M
Bridges & Culverts	\$15M	\$15M	\$15M
Historic Sites	\$10M	\$7M	\$10M
Park Revitalization	\$20M	\$5M	\$20M
Animal Shelter	\$5M	\$4M	\$5M
Public Buildings	\$3M	\$0	\$3M
Recreation Center	\$75M	\$68M (no pool)	\$0
Square Site Work	\$0	\$0	\$3M
Total	\$250M	\$264M	\$261M

Conclusions

While the total amount would fall below the City's debt limit of approximately \$440 million, the City Manager has recommended that the GO Bond finance plan not exceed \$300 million. The Committee supports this recommendation and has worked hard to present the Council with multiple options. Ultimately, the Committee believes that the City Council is best positioned to determine the appropriate allocation of funds to ensure maximum return on investment.

The GOBC repeatedly reflected that it is essential to balance the need to invest in ourselves with the recognition that many of our neighbors struggle to make ends meet. The Council should be aware that Jackson County voters approved a new tax levy to support senior services on the November 2024 ballot. Additionally, the Council should thoughtfully consider how the bond questions are structured for voters.

If approved by the voters, the GOBC also recommends a phased approach to issuing bonds so taxpayers do not experience the full impact of the increase at once. Similarly, the Council and staff should be realistic about what projects can be reasonably completed in a fiscal year. Being realistic about yearly plans will allow further phasing of the bonds, saving taxpayer money.

The GOBC recommends that the Council and staff show the community good progress once the bond projects are initiated. When voters see projects completed on time and budget, it builds confidence.

The Committee has been presented with substantial evidence indicating that thriving communities must invest in themselves. We believe many of these investments are

overdue and will cost more the longer we delay action. Independence should consider its future and vote to create the community our children want to reside in one day.

The GOBC's final meeting on November 6, 2024, unanimously approved this package of recommendations. One abstention was present. At the end of the meeting, the committee permanently adjourned its work, thanking the Council and staff for the opportunity to serve in this capacity.

2025 MISSOURI ELECTION CALENDAR

Official Election Day	Last Day to Register to Vote	Style of Election	First Day for Candidate Filing*	Last Day for Candidate Filing*	Final Certification Day	First Day for Absentee Voting	First Day for No Excuse Absentee Voting	Last Day Absentee Request can be Accepted
(RSMo 115.121; 115.123; 247.180)	(RSMo 115.135.1) (4th Wednesday prior to the election)	(RSMo 115.121; 115.123; 247.180)	(RSMo 115.127.5) (17th Tuesday prior to the election)* (RSMo 115.349)** August Primary Election Only	(RSMo 115.127.5) (14th Tuesday prior to the election)* (RSMo 115.349)** August Primary Election Only	(RSMo 115.125) (10th Tuesday prior to the election)	(RSMo 115.279.4; 115.281.1) (6th Tuesday prior to the election) [Military & Overseas] (RSMo 115.914)	(RSMo 115.277.1) (2nd Tuesday prior to the election)	(RSMo 115.279.4) (2nd Wednesday prior to the election)
February 4, 2025	January 8, 2025	Bond Election	October 8, 2024	October 29, 2024	November 26, 2024	December 24, 2024 [December 20, 2024]	January 21, 2025	January 22, 2025
April 8, 2025	March 12, 2025	General Municipal	December 10, 2024	December 31, 2024	January 28, 2025	February 25, 2025 [February 21, 2025]	March 25, 2025	March 26, 2025
August 5, 2025	July 9, 2025	Special Election	April 8, 2025	April 29, 2025	May 27, 2025	June 24, 2025 [June 20, 2025]	July 22, 2025	July 23, 2025
November 4, 2025	October 8, 2025	Special Election	July 8, 2025	July 29, 2025	August 26, 2025	September 23, 2025 [September 19, 2025]	October 21, 2025	October 22, 2025
February 3, 2026	January 7, 2026	Independence Primary Bond Election	October 7, 2025	October 28, 2025	November 25, 2025	December 23, 2025 [December 19, 2025]	January 20, 2026	January 21, 2026

* Amended by HB 271 - 2021 - 115.127

These dates prevail unless charter provides otherwise (RSMo 115.127.5)

** RSMo 115.349 First Day of Candidate Filing - Last Tuesday in February

** RSMo 115.349 Last Day of Candidate Filing - Last Tuesday in March

JACKSON COUNTY BOARD OF ELECTION COMMISSIONERS

Michael K. Whitehead, Chairman
Henry R. Carner, Secretary
Colleen M. Scott, Member
Lyle Keith Querry, Member

Tammy L. Brown, Director
Sara A. Zorich, Director

<https://jcebmo.org>

GO Bond Projects List Executive Summary

Project	Amount	
Independence Athletic Center		\$5,000,000
Historic Sites Maintenance		\$7,000,000
Street Construction & Overlay		\$30,000,000
Bridges & Culverts		\$15,000,000
Curbs & Sidewalks		\$10,000,000
Public Safety		
<i>Justice Center</i>	<i>\$123,000,000</i>	
<i>Police Headquarters Demolition & Remediation</i>	<i>\$4,000,000</i>	
<i>Animal Shelter</i>	<i>\$3,000,000</i>	
Public Safety Total		\$130,000,000
Total		\$197,000,000

Municipal Division Summary Reporting

16th Judicial Circuit - Jackson County - Independence Municipal Division

I. COURT INFORMATION

Reporting Period:		
October	2024	Court activity occurred in reporting period: Yes
Clerk's Physical Address:	Mailing Address:	Vendor
111 East Maple Independence, MO 64051	PO Box 1019 Independence, MO 64051	Incode (Tyler Technologies)
Telephone Number:	Fax Number:	
(816) 325-7235		
Prepared by:	Prepared by E-mail Address:	Municipal Judge(s) Active During Reporting Period:
Dawna Cordon	dawna.cordon@courts.mo.gov	Garry L. Helm, Susan G. Watkins

II. MONTHLY CASELOAD INFORMATION		Alcohol & Drug Related Traffic	Other Traffic	Non-Traffic Ordinance
A. Cases (citations / informations) pending at start of month		8,613	80,215	44,820
B. Cases (citations / informations) filed		0	0	0
C. Cases (citations / informations) disposed				
1. jury trial (Springfield, Jefferson County, and St. Louis County only)		0	0	0
2. court / bench trial - GUILTY		0	0	0
3. court / bench trial - NOT GUILTY		0	2	0
4. plea of GUILTY in court		0	0	0
5. violations Bureau Citations (i.e., written plea of guilty) and bond forfeitures by court order (as payment of fines / costs)		1	125	72
6. dismissed by court		0	1	22
7. nolle prosequi		1	11	5
8. certified for jury trial (not heard in the Municipal Division)		0	0	0
9. TOTAL CASE DISPOSITIONS		2	139	99
D. Cases (citations / informations) pending at end of month [pending caseload = (A + B) – C9]		8,611	80,076	44,721
E. Trial de Novo and / or appeal applications filed		0	3	0

Municipal Division Summary Reporting

Court Information	Municipality: 16th Judicial Circuit - Jackson County - Independence Municipal Division	Reporting Period: October - 2024
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III. WARRANT INFORMATION (pre- & post-disposition)		IV. PARKING TICKETS	
1. # Issued during reporting period:	459	Does court staff process parking tickets? Yes	
2. # Served/withdrawn during reporting period:	563	1. # Issued during reporting period:	0
3. # Outstanding at end of reporting period:	39,913		

V. DISBURSEMENTS	
Excess Revenue (minor traffic and municipal ordinance violations, subject to the excess revenue percentage limitation)	
Fines – Excess Revenue	\$8,027.01
Clerk Fee – Excess Revenue	\$912.99
Crime Victims Compensation (CVC) Fund surcharge – Paid to City/Excess Revenue	\$0.00
Bond forfeitures (paid to city) – Excess Revenue	\$590.00
Total Excess Revenue	\$9,530.00
Other Revenue (non-minor traffic and ordinance violations, not subject to the excess revenue percentage limitation)	
Fines – Other	\$14,583.62
Clerk Fee – Other	\$703.00
Judicial Education Fund (JEF) Court does not retain funds for JEF: Yes	
Peace Officer Standards and Training (POST) Commission surcharge	\$138.00
Crime Victims Compensation (CVC) Fund surcharge – Paid to State	\$969.93
Crime Victims Compensation (CVC) Fund surcharge – Paid to City/Other	\$0.00
Law Enforcement Training (LET) Fund surcharge	\$271.50
Domestic Violence Shelter surcharge	\$541.50
Inmate Prisoner Detainee Security Fund surcharge	\$276.00
Restitution	\$0.00
Parking ticket revenue (including penalties)	\$0.00
Bond forfeitures (paid to city) – Other	\$2,280.00
Total Other Revenue	\$19,763.55
Other Disbursements: Enter below additional surcharges and/or fees not listed above. Designate if subject to the excess revenue percentage limitation. Examples include, but are not limited to, arrest costs and witness fees.	
Copies, certified copies and records checks	\$200.00
Total Other Disbursements	\$200.00
Total Disbursements of Costs, Fees, Surcharges and Bonds Forfeited	\$29,493.55
Bond Refunds	\$3,383.00
Total Disbursements	\$32,876.55

MUNICIPAL DIVISION SUMMARY REPORTING FORM

Refer to instructions for directions and term definitions. Complete a report each month even if there has not been any court activity.

<u>I. COURT INFORMATION</u>		Municipality: INDEPENDENCE	Reporting Period: Oct 1, 2024 - Oct 30, 2024	
Mailing Address: 111 EAST MAPLE, INDEPENDENCE, MO 64050				
Physical Address: 111 EAST MAPLE, INDEPENDENCE, MO 64050			County: Jackson County	Circuit: 16
Telephone Number:		Fax Number:		
Prepared by: Erin Chatterton		E-mail Address:		
Municipal Judge:				

<u>II. MONTHLY CASELOAD INFORMATION</u>	Alcohol & Drug Related Traffic	Other Traffic	Non-Traffic Ordinance
A. Cases (citations/informations) pending at start of month	333	16,133	7,405
B. Cases (citations/informations) filed	36	1,197	973
C. Cases (citations/informations) disposed			
1. jury trial (Springfield, Jefferson County, and St. Louis County only)	0	0	0
2. court/bench trial - GUILTY	0	3	43
3. court/bench trial - NOT GUILTY	0	0	5
4. plea of GUILTY in court	20	1,006	207
5. Violations Bureau Citations (i.e. written plea of guilty) and bond forfeiture by court order (as payment of fines/costs)	0	254	0
6. dismissed by court	0	66	51
7. <i>nolle prosequi</i>	3	80	56
8. certified for jury trial (not heard in Municipal Division)	0	1	6
9. TOTAL CASE DISPOSITIONS	23	1,410	368
D. Cases (citations/informations) pending at end of month [pending caseload = (A+B)-C9]	346	15,920	8,010
E. Trial de Novo and/or appeal applications filed	0	1	6

<u>III. WARRANT INFORMATION (pre- & post-disposition)</u>		<u>IV. PARKING TICKETS</u>	
1. # Issued during reporting period	1,725	1. # Issued during period	0
2. # Served/withdrawn during reporting period	475	☐ Court staff does not process parking tickets	
3. # Outstanding at end of reporting period	17,442		

MUNICIPAL DIVISION SUMMARY REPORTING FORM

COURT INFORMATION	Municipality: INDEPENDENCE	Reporting Period: Oct 1, 2024 - Oct 30, 2024
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V. DISBURSEMENTS

Excess Revenue (minor traffic and municipal ordinance violations, subject to the excess revenue percentage limitation)		Other Disbursements: Enter below additional surcharges and/or fees not listed above. Designate if subject to the excess revenue percentage limitation. Examples include, but are not limited to, arrest costs and witness fees.	
Fines - Excess Revenue	\$123,479.00	Court Automation	\$8,844.63
Clerk Fee - Excess Revenue	\$12,187.42	Law Enf Arrest-Local	\$2,787.00
Crime Victims Compensation (CVC) Fund surcharge - Paid to City/Excess Revenue	\$375.77	Total Other Disbursements	\$11,631.63
Bond forfeitures (paid to city) - Excess Revenue	\$1,700.00	Total Disbursements of Costs, Fees, Surcharges and Bonds Forfeited	\$219,102.75
Total Excess Revenue	\$137,742.19	Bond Refunds	\$14,101.00
Other Revenue (non-minor traffic and ordinance violations, not subject to the excess revenue percentage limitation)		Total Disbursements	\$233,203.75
Fines - Other	\$35,838.50		
Clerk Fee - Other	\$2,974.80		
Judicial Education Fund (JEF) ☒ Court does not retain funds for JEF	\$0.00		
Peace Officer Standards and Training (POST) Commission surcharge	\$1,263.51		
Crime Victims Compensation (CVC) Fund surcharge - Paid to State	\$9,008.90		
Crime Victims Compensation (CVC) Fund surcharge - Paid to City/Other	\$91.72		
Law Enforcement Training (LET) Fund surcharge	\$2,513.50		
Domestic Violence Shelter surcharge	\$5,032.50		
Inmate Prisoner Detainee Security Fund surcharge	\$2,515.50		
Restitution	\$0.00		
Parking ticket revenue (including penalties)	\$0.00		
Bond forfeitures (paid to city) - Other	\$10,490.00		
Total Other Revenue	\$69,728.93		

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

Independence Power & Light requests the issue of an emergency purchase order to Timken Gears & Services, Inc., Philadelphia Gear in the amount of \$288,192 for repair of the J2 Frame 5 Gearbox for IPL.

Recommendations:

Staff is providing notification to the City Council of this expenditure.

Background:

Staff sought approval of an emergency purchase order in the amount of \$288,192 to Timken Gears & Services, Inc., Philadelphia Gear, for the repair of the J2 Frame 5 Gearbox.

J2 is part of our fleet of combustion turbines, and the capacity of this unit is needed to fulfill our requirements with the Southwest Power Pool. Long lead times are tied to gear and shaft raw material. Even with the expedited repair, we will be partially into the summer operating period before receiving this critical item back for re-installation. The unit can not operate without this gear box.

Emergency Justification:**Fiscal Impact:**

The fiscal impact to the City is \$288,192. Funding for emergency repair to the J2 Frame 5 Gearbox was taken from the fiscal year 2024-2025 proposed budget, page 271, project account number 0217021.5406.202507-C, Emergent Maintenance Production, IPL Fund 021.

Council Action:

Department / Contact	Power and Light /
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REVIEWERS

Khristina Irvine
Joseph Hegendeffner
Meagan Borth
Jeremy Cover

Zachary Walker
Susanne Holland

ATTACHMENTS:

1. Timken Gears & Services, Inc., Philadelphia Gear Q-158218 GE A-400-AA35 Frame 5 repairs for City of Independence Rev-0-102524 Quote
2. Sole source letter for Timken Gears Services J2 Gearbox repair

Midwest Service Center
Timken Gears & Services Inc.
8529 West 192nd Street
Mokena, IL 60448

QUOTATION
Quote Number: 158218
Quote Date: 10/25/2024
Please reference this quote number on all correspondence

We thank you for your inquiry and are pleased to offer this quote for your consideration.

To: City of Independence
Blue Valley Substation
Substation H
16501 East Salisbury Road
Independence MO 64056
USA

Attn: Henrey Lara

Phone:
Fax:
Email:

Customer RFQ
Quote Description

I & R : GE Frame 5

UNIT INFORMATION - if applicable

Manufacturer: General Electric Lynn
Size: A-400-AA35
Serial Number: 138613
Original Order: UNK

Sales Rep: Ferrara, David
8529 West 192nd St
Mokena, IL 60448
USA
Phone: 779-324-9092
Fax: 708-720-9468
Email: d.ferrara@philagear.com

Inside: Pratscher, James
8529 West 192Nd Street
Mokena, Illinois 60448
Phone: 708-720-9400
Fax:
Email: j.Pratscher@philagear.com

*Credit card orders are subject to a 2.65% fee
where allowable by law*

*Visit us at www.philagear.com to request free
technical white papers.*

Upgrade Options

Please contact your Philadelphia Gear representative to discuss how the upgrade options below can help you achieve your goal of reducing downtime and improving the dependability and production capacities of your equipment.

- Redesign or re-ratio gears to get higher horsepower ratings
- Add instrumentation to attain better condition monitoring
- Install CORE filters for cleaner lubricant and reduced wear
- Use GearLogic preservative for extended storage periods
- Upgrade to ground or case-hardened gears to achieve better ratings and extended life

Best-in-Industry Warranty

Philadelphia Gear brand products are backed by the best material and workmanship warranty offered by any gear solution provider in the world.

- 5 years on New Enclosed Drives
- 3 years on Overhauled Drives and OEM Parts
- 1 year on Onsite Technical Services
- Warranties apply to gearboxes regardless of the application
- State-of-the-art equipment and materials assures accuracy
- World-class engineering delivers optimal performance in the field
- Warranty backed by unparalleled design and manufacturing experience since 1892

Applicable Terms & Conditions (see attached - subject to credit approval)

Terms of Payment: Credit Review

Freight Payment: Prepay and Add

Shipping Via: Best Way

Quote Validity: 21 Days

TIMKEN

QUOTATION

Quote Number: 158218

Quote Date: 10/25/2024

Please reference this quote number on all correspondence

PHILADELPHIA GEAR - INSPECTION of a GE A-400-AA35 Frame 5

PHILADELPHIA GEAR INSPECTION PROCESS

As part of our Standard Operating Procedure (SOP), the following inspection steps have been performed on your gearbox:

- * We have taken digital photographs to document the "As-Received" condition of the gearbox and thoroughly cleaned the exterior of the unit as necessary in preparation for visual inspection.
- * The gearbox has been disassembled, and the external and internal components have been removed as required.
- * The internal components to be inspected have been cleaned.
- * Critical components have been visually inspected, and their "As-Found" condition has been documented.
- * Digital photographs have been taken of any damaged areas.
- * Critical components have been dimensionally inspected to ensure their compliance with Philadelphia Gear's quality requirements, and their suitability for re-use. Critical components include (but are not limited to) gears, shafts, and gear casings.

Summary of major component findings:

Obvious finding is that the spur gear on shaft #5 and the mating pinion on shaft #3 have failed.

Teeth are stripped and missing. Both bearings on shaft #5 are worn, but one has severe wear. Appears it was "hammered".

The above and the customers comment that this gearset has failed in the past, lead to further investigation

which found that shaft #5 was misaligned. In addition, the spray nozzle for the failed gear set was not oriented properly to provide direct lubrication. That will be corrected on reassembly.

Housing

- * The broken bolt for the anti-rotation pin on the housings split-line will be removed and the threads chased.
- * The housing will be chemically stripped and primed.

Caps and covers

- * The caps and covers provided on this gearbox will be cleaned and reused.
 - * The housing was received with missing caps and accessories.
- The customer will be sending these in for assembly, and to test this gearbox.

Shaft #5 Cartridges

- * The pump bearing housing will be replaced.
- * The bearing cartridge will be replaced.
- * These components will be pinned/bolted to the housing and line bored to repair shaft tilt.

Shaft Assembly #1 653D388-019

- * The #1 Shaft bearing journals will be hand dressed and polished to repair.
- * The Double helical Gear will be kiss ground to restore the gear teeth profile, and to the improve finish.
- * The balance will be checked.
- * The thrust collar will be hand dressed, cleaned and reused.

Shaft Assembly 353D416-019 #2

- * The shaft will have its bearing and labyrinth journals hand dressed, cleaned, and polished to repair.
- ** The Spur gear will be removed from its hub and replaced with new.
- * The RH Gear will be Kiss ground to improve profile and finish, it's mate is being replaced.
- * The Double helical gear will be Kiss ground to improve profile and finish. Check and correct balance.
- * The Coupling hub for shaft #2 will be cleaned and reused.

Shaft Assy #3, 654D281-007

- ** This entire shaft assembly will be replaced.
- * The spur pinion shaft will be replaced in this assembly.
- * The 104T LH Gear will be replaced in this assembly.
- * The 111T LH Gear will be replaced in this assembly.
- * The Thrust flange will be replaced in this assembly.

QUOTATION

Quote Number: 158218

Quote Date: 10/25/2024

Please reference this quote number on all correspondence

Shaft Assy #4, 655D959-001, passed MPI

- * The #4 shaft will have its bearing journals polished to improve finish.
- * The 67T RH Gear will be kiss ground to improve the gear profile and finish, it's mate is being replaced.
- * The thrust faces will be polished, and the assembly balance will be checked and corrected.

Shaft Assy #5, 654D322-001

- ** This entire shaft assembly will be replaced.
- * This 176T Spur gear will be replaced in this assembly.
- * The shaft will be replaced in this assembly.
- * The Coupling hub for shaft #5 will be replaced in this assembly.

Pump Gears, 653D419, repair

- * Pump gear driver (upper) will have the bearing journals polished to improve finish, and the teeth will be hand dressed.
- * Pump Gear Driven (lower) will have the bearing journals polished to improve finish, and the teeth will be hand dressed.

Shafts

- * The quill shaft will be cleaned and reused.
- * The stub shaft(s) will be cleaned and reused.

Bearings

- * All of the bearings will be replaced.

Gaskets and Shims

- * All gaskets will be replaced.
- * All shims will be replaced.

Seals

- * The damaged input #2 Labyrinth seal will be replaced.
- * The #5 labyrinth seal will be cleaned and reused.
- * All O-Rings will be replaced.

Splined Adapters

- * The splined adapters will be cleaned and reused.

Lubrication Components

- * Lubrication lines will be cleaned and reused. Replaced as necessary.

Couplings

- * The couplings will be cleaned and reused.

Hardware

- * All locating pins, nuts, snap rings, bolts, and washers will be replaced as necessary.

STANDARD PRE-SHIPMENT PROCEDURE

- * A thorough visual pre-test inspection will be performed to verify that the gearbox meets all design, dimensional and quality requirements.
- * Gearbox performance will be validated by conducting a full-speed, no-load, mechanical spin-test for a minimum of ninety minutes, recording operational temperature, sound, vibration, oil pressure and flow rates (when specified).
- * The exterior of the gearbox will be painted with a high-quality, high-solids Philadelphia Gear standard "Slate Blue" epoxy coating.
- * A final visual pre-shipment inspection will be performed to ensure that the gearbox meets all Philadelphia Gear quality requirements

<i>Item</i>	<i>Part\Description</i>	<i>Qty</i>	<i>Net Price Each</i>	<i>Extended Price</i>	<i>Shipment / Lead Time</i>
1	Part: IR- 158218 Description: GE Frame 5 Inspection Comments: The \$2,000 inspection fee will be waived upon our receipt of a purchase order to repair the gearbox.	1	288,192.00	288,192.00	38 Weeks ARO

QUOTATION

Quote Number: 158218

Quote Date: 10/25/2024

Please reference this quote number on all correspondence

** No tax exemption will be recognized unless a valid exemption certificate is provided*

Quote Total US Dollars (Excludes Options):

288,192.00

Ex Works

- For parts orders: On your purchase order please include the serial and order numbers that are found on the gearbox nameplate.
- To avoid delays, please provide tax exempt certification with your purchase order.

PLEASE NOTE: All Purchase Orders should be made to Timken Gears & Services Inc., which is the new legal entity of Philadelphia Gear.

PHILADELPHIA GEAR STANDARD TERMS AND CONDITIONS OF SALE

EXHIBIT A

1. GOVERNING TERMS: These terms and conditions and those stated in Seller's proposal, quotation or acknowledgement (hereinafter, "these Terms") shall exclusively govern the transaction(s) of sale of goods or services between Buyer and Seller. Notice of objection to any different or additional terms proposed by Buyer is hereby given and acceptance of Seller's offer or counteroffer by acknowledgement is expressly limited to these Terms, which may not be modified except in writing, executed by an officer of Seller.

2. PRICES, PERMITS, TAXES AND EXPORT CONTROL: Except as otherwise provided, prices in Seller's proposal or quotation are valid for 14 days, subject to correction of clerical errors and, on orders for repair or refurbishment, subject to change upon initial or detailed inspection of Buyer's equipment. In addition, material and fuel surcharges are not included and may be added based on material and fuel prices at the time of order. Further, due to market volatility, the pricing may be adjusted at time of shipment due to then applicable raw material and energy costs. Price lists of Seller and its suppliers are subject to change without notice and Seller reserves the right to apply prices in effect at order placement. All prices are exclusive of any and all taxes, duties or government fees Buyer shall obtain any labor or work permits required. If exemption from any tax, duty, fee or permit is claimed, Buyer shall promptly furnish Seller with proof of exemption satisfactory to Seller and the governing authority, and shall indemnify Seller against any cost or expense, including attorneys' fees, incurred as a result thereof. Minimum order value is \$500.00. Export Control: (a) Buyer represents and warrants that the product and services provided hereunder and the "direct product" thereof as defined in the Export Control Regulations of the United States Department of Commerce or other regulatory agencies, except in compliance with such Regulations, will not be used, directly or indirectly, for the production of chemical or biological weapons or of precursor chemicals for such weapons, or for any direct or indirect nuclear weapons or missiles, or related applications and are not destined to any U.S. embargoed countries. Buyer agrees not to disclose, use, export or re-export, directly or indirectly, any information provided by Seller or the "direct product" thereof, except in compliance with such Regulations. (b) If applicable, Seller shall file for a U.S. export license, but only after appropriate documentation for the license application has been provided by Buyer. Buyer shall furnish such documentation within a reasonable time after order acceptance. Any delay in obtaining such license shall suspend performance of this order by Seller. If an export license is not granted or, if once granted, is thereafter revoked or modified by the appropriate authorities, this order may be canceled by Seller without liability of any kind resulting from such cancellation. (c) At Seller's request, Buyer shall provide to Seller an End-User Statement and/or Letter of Assurance in a form reasonably satisfactory to Seller, and within a reasonable time after inquiry or quote issuance but in no event later than order placement. If order acceptance is not acknowledged or, if once acknowledged, is thereafter revoked or modified by the appropriate authorities, this order may be canceled by Seller without liability of any kind resulting from such cancellation.

3. SHIPMENT: Unless otherwise mutually agreed, shipments shall be Ex Works and Buyer assumes all risk of loss or damage to goods in transit, but except to the extent of Seller's negligence. Buyer's exclusive remedy for shortage, loss or damage in transit shall be a claim against the carrier. In the absence of specific instructions, Seller reserves the right to ship all goods upon completion by the common or contract carrier of its choice.

4. TIME FOR DELIVERY: All shipping and delivery dates or schedules stated by Seller are approximate projections only. UNDER NO CIRCUMSTANCES SHALL SELLER BE LIABLE FOR ANY DAMAGES WHATSOEVER ARISING OUT OF ANY DELAY IN DELIVERY OF GOODS OR SERVICES.

5. SELLER INSPECTION AND TESTS: Seller's standard inspection and test procedures will be performed on its products before delivery when practicable and may be varied in its discretion. Buyer shall pay Seller reasonable additional charges for additional inspections or tests which Buyer requires Seller to perform, including any test or inspection required to be performed in the presence of a representative of Buyer. In the event of any delay on Buyer's part in attending any test or inspection, after three (3) days' advance notice by Seller of the scheduled time of test or inspection, it shall proceed in Buyer's absence and be deemed to have been in Buyer's presence.

6. BUYER INSPECTION AND ACCEPTANCE: Within ten (10) days after tender of delivery to or receipt by Buyer of any shipment, Buyer shall inform Seller in writing if the products are non-conforming, defective or short in any respect. Failure to so inform Seller or any use or installation of the products by Buyer shall constitute a conclusive waiver of any right of rejection or claim of shortage. Seller reserves the right of reinspection at delivery point or to require return shipment with freight prepaid by Buyer pending investigation of any claim. Non-conformities or defects, which do not impair satisfactory operation, shall not be cause for rejection. NO PRODUCTS, PARTS, OR COMPONENTS MAY BE RETURNED WITHOUT PRIOR WRITTEN AUTHORIZATION FROM SELLER.

7. PAYMENT TERMS: Progress payments are required on any order exceeding \$250,000. Payment shall be due thirty (30) days from date of invoice, which in the case of products shall be date of shipment or, if shipment is deferred, date of completion of manufacture. Overdue payments shall bear interest at the lesser of 1.5% per month or the maximum permitted by law. BUYER WAIVES ANY RIGHT OF SET-OFF AND SHALL MAKE NO DEDUCTIONS FROM PAYMENTS DUE TO SELLER OR FOR ANY DAMAGES OF ANY TYPE CLAIMED BY BUYER AGAINST SELLER. Retainage mandated by the end-user must be secured by Buyer's provision of an irrevocable standby Letter of Credit for 100% of the retainage. Extension of credit will be determined by Seller in its sole discretion. If, in Seller's judgment, Buyer's financial responsibility is or becomes impaired or unsatisfactory or if Buyer has failed or fails to perform, Seller shall have the right to demand and Buyer shall provide advance cash payment or security satisfactory to Seller and Seller may withhold shipment until receipt thereof or may cancel any orders.

8. CHANGES: Seller reserves the right to make any change, including but not limited to material or its designs, which is minor or an improvement, but bears no obligation to do so. Any design, specification, or other change requested by Buyer shall be made only as agreed to in writing by Seller. Additional cost (plus overhead and reasonable profit) arising from any Buyer change not accepted in writing by Seller may be claimed against Buyer, with payment due upon presentation. Acceptance of payment of the original price shall not waive any such claim.

9. BUYER-FURNISHED PROPERTY: Prices and deliveries of products for which the Buyer furnishes components, castings or other materials, patterns or tools are based on timely receipt of Buyer-furnished property free from defects and within specifications, including quantity, condition, metallurgical alloy, hardness, machinability and dimensionality. If defects are found in Buyer-furnished property, all expenses incurred prior to discovery of the defect shall be borne by Buyer. Seller reserves the right to impose additional charges, including for repair of minor defects. Seller's responsibility for Buyer-furnished property is limited solely to loss or damage caused by Seller's active negligence and Buyer assumes all other risks of loss. Buyer's exclusive remedy and Seller's liability shall be limited to replacement or repair of Buyer-furnished property, or receipt of credit for the out-of-pocket costs thereof issued at the sole option of Seller. In its order, Buyer shall indicate how Seller shall dispose of any equipment, tools, leftover parts, or other property provided to Seller by Buyer. Where Buyer does not so indicate in its order, and unless otherwise agreed to in writing, any equipment, tools, leftover parts, or other property provided to Seller by Buyer is, after thirty (30) days from invoice date, subject to disposition at Seller's discretion. Such disposition can include return of the property to Buyer, sale of the property for Seller's account, or such other disposition as determined solely by Seller.

10. PRODUCT AND SERVICE STANDARDS: The standards of the American Gear Manufacturers Association will be used where applicable in the manufacture of gears and gear units. Products of Seller's design and original manufacture will comply with applicable United States government occupational safety, noise, environmental, health and sanitation standards. Buyer is solely responsible for compliance of the products and their operation with any other laws, codes, rules or regulations, and for all necessary precautions and protections to insure the safety of persons when Seller's products are used by Buyer or others. Onsite Technical Service (OTS) work shall be professional and comply with industry standard.

11. LIMITED WARRANTY: Provided Buyer has made timely payment, Seller warrants only that products, parts and components of its manufacture or design and its services shall, at the time of shipment, be of merchantable quality and free from defects in material, workmanship and fabrication for the following periods: (i) **FIVE YEARS** from the date of shipment for new enclosed drives, (ii) **THREE YEARS** from the date of shipment on overhauled drives and OEM parts, and (iii) **ONE YEAR** from the date of the applicable service for OTS. The applicable period(s) may be identified by line item on the front of this document. Where it is not so identified, Seller, upon request, shall provide written notice stating which period applies. With respect to equipment furnished by Buyer for repair or refurbishment, this warranty extends solely to labor and new parts or components manufactured by Seller or to its specifications. This warranty applies only if the following conditions are met: (a) The product is protected by Buyer from the elements, including as prescribed by Seller, and in accordance with normal use, due care and consideration for all foreseeable environmental conditions. (b) The product is properly installed, operated, maintained, inspected and lubricated, including in strict accordance with Seller's manuals or instructions. (c) The system of connected rotating parts is compatible, free from critical speed, torsional or other types of vibration or stresses, no matter how induced, and is operated within the specified operating speed range. Buyer bears exclusive responsibility for system analysis for compliance with these requirements. (d) The transmitted load, imposed torsional, thrust and overhung loads are within the capacity limits for which the product was sold, including as specified by Seller. Buyer's exclusive remedy and Seller's obligations under this warranty shall be limited to repair or replacement by Seller of the work, product, components or parts proving defective or damaged, or receipt of credit in lieu of repair or replacement issued at

Seller's sole option. Seller shall not be responsible for the cost of removal or reinstallation of products for inspection, replacement or repair. Seller's liability under this warranty shall under no circumstances exceed the purchase price of the product or that portion of the price allocable to defective or damaged parts or components. Failure of Buyer to submit any warranty claim within the applicable warranty period shall constitute an acknowledgement that the products sold are in every respect as warranted. Materials exposed to chemical or reactive processes are not warranted against corrosion or deterioration. Seller assumes no responsibility for the suitability, accuracy or reliability of materials, components, design conditions, specification, data or other items supplied, selected or furnished by Buyer. This warranty shall not apply to work or products of Seller which have been: repaired or altered by other than authorized representatives of Seller; subject to misuse, negligence or accident; or exposed to torsional vibration, critical resonant speeds or misalignment as installed by Buyer or others. Work, parts or components made by others are warranted only to the extent of the warranty to Seller by the manufacturer or supplier, and to the extent it is permitted to do so, Seller assigns such warranty to Buyer and Seller reserves the right to refer Buyer to the manufacturer or supplier for its exclusive remedy if such work, parts or components prove defective. Re-used or re- tooling parts or components are not warranted. **THE FOREGOING WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER EXPRESS AND IMPLIED WARRANTIES WHATSOEVER, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL SELLER BE LIABLE FOR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES.**

12. INSURANCE: Seller shall provide such insurance as is reasonable and customary for the work being provided and that is generally consistent with the coverage that Seller has provided to other customers for which it has performed similar work.

13. SUBCONTRACTING: In providing the work or products hereunder, Seller may need to subcontract the same to third parties.

14. ONSITE TECHNICAL SERVICE (OTS): A. Seller shall provide technical advice and assistance only. Buyer shall furnish all supervision, labor, materials, tools or utilities required for work on the equipment. Use of "supervision," "supervise" or like words by Seller or Buyer shall not mean that Seller is to control the adequacy or performance of the work. Persons not directly employed by Seller shall not be deemed its employees or agents of Seller for any purpose. B. Should Buyer use or request an employee of Seller to act as leadman, foreman or supervisor, they shall become Buyer's employee for whom Buyer shall be fully liable. Buyer shall indemnify and hold Seller harmless from any claims arising out of such activities. C. Work by Seller on equipment will be performed in a workmanlike manner to the extent reasonably possible, considering its condition, age, design, exposure to wear, and damage. Seller assumes no liability for the fitness, suitability or performance of such equipment or of any equipment if any work thereon is or was performed under the direction of Buyer or others. D. Seller may provide to Buyer a report concerning the work performed, condition of the equipment or any related matter, which is solely to assist Buyer and neither means or implies that Seller has examined all or approves of any aspects, details or conditions of the job site, equipment, installation or other item. Seller shall have no liability resulting from any such reports or use thereof.

15. REPAIR AND REFURBISHMENT ORDERS: Repair or refurbishment by Seller shall not imply that Buyer equipment, parts or components conform to as-new assembly or performance conditions or tolerances or meet any requirement that the equipment was not originally designed and manufactured to meet. On repair orders, Seller shall have no obligations, responsibility or liability for inspection or performance of any work, replacement or repair beyond that which is specifically directed by Buyer and confirmed by Seller. On refurbishment orders, Seller shall not be responsible for latent or other defects or deficiencies in Buyer's equipment. The scope of work, pricing and recommendations of Seller in any proposal or quotation are subject to change upon inspection or disassembly of Buyer's equipment. Failure of Buyer to follow the recommendations or instructions of Seller for repair or refurbishment voids any warranty.

16. DEFERRED DELIVERY: Buyer may not defer delivery beyond the projected shipment date without the written consent of Seller. Buyer requests to defer delivery of products completed or in process are subject to payment of the value of work performed, additional work required, storage charges and any taxes levied on Seller due to possession. Buyer requests to defer delivery of products not yet in process are further subject to price increases for labor, material, component parts and overhead.

17. PROPRIETARY RIGHTS: All designs, configurations, drawings, specifications, means and methods of manufacture or fabrication, technical data or engineering information, including that supplied to Buyer by Seller shall be and remain the sole and exclusive property of Seller, notwithstanding any engineering charges to Buyer, are subject to return at Seller's request, and shall not, without Seller's written consent, be disclosed to others or used by Buyer for purposes other than the transaction with Seller. Seller reserves all proprietary and intellectual property rights in any changes, modifications or improvements to products, including of Buyer's design or specification. Transfer of proprietary rights of Seller must be made in writing, executed by an officer of Seller.

18. CANCELLATION: Orders may not be cancelled or terminated by Buyer without the written consent of Seller and are subject to payment of Seller's costs, expense or loss, including overhead and anticipated profit.

19. FORCE MAJUERE: Seller shall not be liable for any loss, damage, expense, cost, product failure, cover, non-performance, delay or breach caused or occasioned by acts of God or any governmental authority, labor disputes (including lockouts), unusual weather conditions, fire, flood, accident, unavailability of materials or components or late delivery thereof, boycott, embargo, insurrection, riot, civil disturbance, war, exposure to conditions or processes not specified by Seller, or any other cause which is beyond Seller's reasonable control.

20. WAIVER: No waiver by Seller of any breach of these Terms shall constitute a waiver of any other breach or of such provision. Seller's failure to object to provisions contained in any communication from Buyer shall not be deemed an acceptance of such provisions or a waiver of these Terms.

21. LIMITATION OF LIABILITY: Seller's liability to Buyer on any claim or cause of action of any kind in contract, tort or otherwise, for any losses, costs, damages, expense, statutory violation, fine or penalty, loss of use, non-performance, exercise of cover or any breach or fault by Seller whatsoever, shall be limited to the purchase price paid by Buyer for the portion of the products or services allocable to the part, component or work out of which the claim arose. Under no circumstances shall Seller be liable for any special, incidental or consequential damages, including without limitation, the cost of removal or reinstallation of Seller's products.

22. DISPUTES: At the sole and exclusive election of Seller, any claim or controversy arising out of or relating to the transaction(s) between Seller and Buyer shall be settled by arbitration administered by the American Arbitration Association ("AAA") and judgment on the award rendered by the arbitrator(s) may be entered by any court of competent jurisdiction. The arbitrator(s) shall be entitled to award the charges of the arbitrator(s) and the AAA to the prevailing party. Exclusive venue shall be Philadelphia, Pennsylvania for any arbitration and Montgomery County, Pennsylvania for any court proceedings and Buyer waives any defenses or objections to venue and jurisdiction in Pennsylvania.

23. GOVERNING LAW, LIMITATION PERIOD AND FEES: These Terms and the transaction between Buyer and Seller shall be governed, interpreted and enforced in accordance with the laws of the Commonwealth of Pennsylvania, without regard to its conflict of laws rules. No claim by Buyer for breach of contract or warranty shall be asserted in any court or arbitration proceeding after one year from the date the cause of action accrues. Seller shall be entitled to recover its reasonable attorneys' fees incurred in connection with collection of all or a portion of the purchase price and/or reasonable additional charges from Buyer.

24. FLOWDOWN AND NO OTHER REPRESENTATIONS: Applicable prime contract terms and conditions, as well as any flowdown for government orders, are, to the extent designated by Seller at any time, incorporated by reference. There are no understandings, agreements, representations or warranties, either written or oral, relative to the goods that are not fully expressed in these Terms, which supersede and cancel any previous understanding or agreement between the parties with respect to the subject matter of the order. Any subsequent representation made by any person, including distributors, dealers, employees and representatives of Seller, which is inconsistent with or adds to these Terms shall not be binding on Seller unless approved in writing by an officer of Seller.

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PROCUREMENT SOURCE JUSTIFICATION

For Sole Source or Emergency Purchases Above \$10,000

A sole source is defined as: Only one vendor that possesses the unique and singularly available capability to meet the requirement of the procurement	
An emergency purchase is defined as: A purchase necessary to alleviate a situation in which there is a threat to health, welfare, or safety, and/or where time does not allow time for normal procurement procedures.	
All purchases shall follow the City of Independence Procurement Policy.	
I REQUEST THAT THE REFERENCED PURCHASE BE DECLARED A SOLE SOURCE OR EMERGENCY PURCHASE.	
Proposed supplier name and address: Timken Gears & Services Inc. 8529 West 192 St. Mokena IL. 60448	Munis Vendor ID # Or attach Supplier's W-9 Form
Purchase Requisition #: 20252101	Estimated cost: \$ 288,192.00
If this is a sole source purchase, check all that apply: ☒ Licensed or patented – supplier has a license or patent that makes them the Limited provider. ☐ One-of-a-kind – there are no competitive alternatives available on the market. ☐ Limited Distributor – Supplier is the Limited distributor for the region or municipality ☐ Compatibility – must match existing brand or equipment for compatibility. ☐ Warranty/Replacement part – for a specific brand or factory authorized warranty services. ☐ Grant – Requirements for specific goods/services established in the grant language. Attach grant for support. ☐ Unique design – must meet physical design or quality standards. ☐ Public Utility Services – Necessary adjustment of utility facilities. ☐ Other – _____	
If this is an emergency purchase, check all that apply and give a brief description of the situation: ☐ Response to a threat to health, welfare or public safety ☐ Protection of preservation of public property ☒ Major project's timeline does not allow for normal procedures in order to be completed	
Description – <u>The repair time is 38 weeks, largely due to procurement of materials, which won't be ordered without a PO</u> <u>J2 is a critical generation asset needed to cover our capacity requirement with SPP, we are also hoping to expedite once PO is in place</u>	
STATEMENT OF NEED AND CERTIFICATION: My department's recommendation for this expenditure is based upon an objective review of the product/service required and appears to be in the best interest of the City of Independence. I know of no conflict of interest with this request. No gratuities, favors or compromising action have taken place. Neither has my personal familiarity with particular brands, types of equipment, materials or firms been a deciding influence on my request to source this purchase when there are other known suppliers to exist. By submitting this form to Munis, I hereby certify that this justification for procurement is accurate and complete to the best of my knowledge and belief.	
Department Head Authorization	
Name: Joe Hegendeffer	Department: Power & Light
Signature:	Title: Director of Power & Light
City Manager Authorization (Emergency Purchases Only)	
Signature:	Date: